

4-0377

03-11

P R E A M B L E

This AGREEMENT entered into this 26 day of March, 1971, by and between the BOARD OF EDUCATION OF EASTAMPTON TOWNSHIP, County of Burlington, and State of New Jersey, hereinafter called the "Board", and the EASTAMPTON TEACHERS ASSOCIATION, hereinafter called the "Association";

WHEREAS, the members of the Association desire to advise on the formulation of policies and programs designed to improve educational standards; and,

WHEREAS, the Board has obligation, pursuant to Chapter 303, Public Laws of 1968, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel whether under contract, on leave, employed or to be employed by the Board, including:

Classroom Teachers
Nurses
Librarians
Custodians

But excluding:

Superintendents
Principals
Other Supervisory Positions
Administrative Personnel

- 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 PROCEDURE

- A. The parties agree to enter into collective negotiations 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 teachers' employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association.
- B. During negotiation, spokesmen for the Board and for the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Association for inspection all pertinent records, data and information that is a matter of public record.
- C. 1. Representatives of the Board and the Association's negotiating committee shall meet as needed for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to by-pass the grievance procedure.
2. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
3. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities unless otherwise agreed.
4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association.
- D. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be

interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.

- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- F. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

DEFINITIONS

- 1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers.
- 2. An "Aggrieved party" is the person or persons making the claim of their designated representative which may be the Teachers' Association or its selected representative.
- 3. A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve a claim.

PURPOSE

- 1. Since it is important that a personal complaint 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 altered by mutual agreement in the event of a grievance filed late in the school year.
- 2. Level 1 - Any employee, with the approval of the Professional Rights and Responsibilities Committee, who has a personal complaint or grievance shall discuss it first with his/her Principal.
- 3. Level 2 - If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, he shall set forth his complaint in writing to the Principal. The Principal shall communicate his decision to the employee in writing within 3 school days of receipt of the written complaint.
- 4. Level 3 - The employee may appeal the principal's decision to the Board. The appeal to the Board must be made in writing and must set forth the grounds upon which the grievance is based. The Board shall request a report on the grievance from the principal, shall confer with the employee and the principal separately. It shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The Board shall communicate its decision in writing along with supporting reasons, to the employee and the principal.
- 5. Level 4 - If a grievance is not satisfactorily resolved, the grievance is to be submitted to the Board a second time and the Board is to refer the matter to the State Board of Education for resolution.

RIGHTS OF TEACHERS TO REPRESENTATION

Any aggrieved party may be represented to all stages of the grievance procedure by himself, or, at his option, with a representative. Any representative must present satisfactory written evidence of his authority to act.

MISCELLANEOUS

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file.
2. All meetings and hearings under this procedure shall be conducted in private and shall include the "Aggrieved Party" and/or their designated or selected representatives and witnesses during testimony.
3. Any employee who may have a grievance pending shall not have the right to refuse an Administrative directive or a Board policy on the grounds that he/she has instituted a grievance. The employee must continue under the direction of the Administrator regardless of the pending of any grievance until such grievance is properly determined.
4. A grievance shall not be intended to include those cases or matters where specific remedy is provided by law or a situation in which the Commissioner or Education has ruled or rules upon.
5. A grievance form shall be made available by the Administration.

ARTICLE IV

TEACHER RIGHTS

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The Rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available, in the Board of Education Office, minutes of the regular and special meetings, a copy of the yearly audit, salary information for staff members and a copy of all written policies of the Board. All the above listed materials must remain in the Board Office.
- B. Whenever any representative of the Association is mutually scheduled by the parties to participate during working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.
- C. The Association shall have the privilege to use the following school owned equipment: typewriters, mimeographing machines, calculating machines and other types of equipment at the discretion of the Administrator. The Association shall pay for the reasonable cost of all materials incident to such use.
- D. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board at the price paid by the Board.
- E. The Association shall have, in each building, the exclusive use of a bulletin board in each

faculty lounge. Copies of all materials to be posted on bulletin board shall be given to the Administrator but no approval shall be required.

- F. The Association shall have the privilege to use the inter-school mail facilities and school mailboxes as it deems necessary and without the approval of building principals or other members of the Administration.

ARTICLE VI

CALENDAR

- A. The establishing of a school calendar shall be at the discretion of the Board and will be subject to such changes as may be necessitated by emergencies.
- B. Proposals, by January 1 of the school year, for consideration of changes in the school calendar will be received from the Association by the Board through the Administrator.
- C. A minimum of one hundred eighty teaching days will constitute an academic year with the provision for one extra day of orientation for all teachers, one extra day for orientation of new teachers, and one extra day for school closing.

ARTICLE VII

TEACHING HOURS AND TEACHING LOAD

- A.
 - 1. All teachers shall indicate their presence for duty each day by indicating their arrival and departure in the office.
 - 2. No teacher will be required to report to work earlier than thirty minutes prior to the opening of school for the pupils' school day and shall be permitted to leave thirty minutes after the close of the pupils' school day, except in case of an emergency declared by the Administration.
 - 3. On Fridays and the last day before holidays, teachers may leave immediately after the last bus.
- B.
 - 1. Teachers and other certificated personnel may be required to remain after the end of the regular school day, without additional compensation, for the purpose of attending faculty or other professional meetings, and as directed by the Administrator.
 - 2. An Association representative may speak to the teachers at any meeting for fifteen minutes on the prior request of the Association.
 - 3. The notice of an agenda for any meetings shall be given to the teachers involved one day prior to the meeting except in an emergency. Teachers shall have the opportunity to suggest items for the agenda.
- C. Teacher participation in extra-curricular activities shall be the choice of the teacher.

ARTICLE VIII

CLASS SIZE

The Board and the Administration are aware of the problems that arise with over crowding. Every effort has and will be made to eliminate such situations.

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ARTICLE IX

NON-TEACHING DUTIES

Lunch room and playground duty would still be the shared responsibility of the entire staff. Independent of other extra-curricular activities, baseball and basketball coaching benefits will be negotiated between the parties involved and the Board. The Board shall continue its efforts to relieve teachers of non-teaching duties by considering the feasibility of employing aides for lunchroom and playground supervision during lunch recess.

ARTICLE X

TEACHER EMPLOYMENT

Teacher employment is under the jurisdiction of the Rules and Regulations as set forth by the State Board of Education. Supplementary policy has been adopted regarding teacher employment by the Board and is being adhered to.

ARTICLE XI

SALARIES

- A. The salaries of all teachers covered by this Agreement will be set forth in a Salary Schedule and be attached.
- B.
 - 1. Teachers may elect to have ten percent of their monthly salary deducted from their pay. These funds shall be paid to the teachers on the final day of June. Teachers are not privileged to discontinue the salary deductions or to withdraw funds prior to the termination date. Any accrued interest shall revert to the Board of Education to help defray administrative costs.
 - 2. When a pay period ends on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.
 - 3. Teachers shall receive their final checks when registers are approved by the County Office. In the event that school closes four days or more beyond June 15th, teachers will receive their mid-month check on June 15th and the final check on the last working day of June.
- C. Compensation for mileage for authorized personnel at \$.10 a mile.

ARTICLE XII

TEACHERS ASSIGNMENT

A list of teacher assignments and vacancies shall be posted not later than May 1st. All teachers will be given notices of their class or subject assignments, building assignments, and room assignments for the forthcoming year not later than the last day in May.

ARTICLE XIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- 1. Not later than May 1 the Administrator shall have posted a list of known vacancies which shall occur during the following year.
- 2. Teachers who desire a change in grade or subject assignment may file a written request to the effect with the Administrator not later than June 1st. The final decision relative to such request will be at the discretion of the Administration.

ARTICLE XIV

INVOLUNTARY TRANSFERS

- A. No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer available to fill said position.
- B. Notice of an involuntary transfer or reassignment shall be given to teachers as soon as practical and, except in case of emergency, not later than May 1.

ARTICLE XV

PROMOTIONS

1. All vacancies in promotional positions shall be adequately publicized by the Administration after the vacancy has been reviewed with the Board and a job description of the position formulated.
2. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Administrator within the time limit specified in the notice.
3. Teachers who desire to apply for anticipated promotional vacancies which may occur during the vacation period shall submit their names to the Administrator for the position/positions for which they desire to apply and an address where they can be contacted during the summer.
4. Where all qualifications are equal, seniority rights shall be honored in selection of candidate.

ARTICLE XVI

TEACHER EVALUATION

All observations and monitoring of teaching performance shall be conducted openly and with the knowledge of the teacher and by certified individuals. Teachers shall be given a copy of any formal evaluation. Each teacher shall be afforded the opportunity of a conference to discuss such evaluations. There will be a minimum of two observations per year. Informal evaluations shall be noted and the results communicated to the teacher within a week.

ARTICLE XVII

SICK LEAVE

As of September 1, 1971, 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. Repetitive absence can be cause of request for physician's statement. The Administration may request a written excuse for absence on a day preceding or following a school holiday.

ARTICLE XVIII

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1971-72 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Three days leave of absence for personal business, which requires absence during school hours. Application to the Administrator for personal leave shall be made at least two 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.
2. Up to two (2) days with the Administrator's approval for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
3. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system if the teacher is required by law to attend.
4. In the event of death of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, grandparents, brother-in-law, sister-in-law, and any other member of the immediate household up to three (3) days will be granted. When adverse circumstances prevail, additional leave of up to two (2) days may be granted by the Administrator upon the request of the teacher.

In the event of the death of a teacher or student in the school district, the Administrator shall grant to an appropriate number of teachers sufficient time off to attend the funeral. The time and number shall be at his discretion.

5. In the event a teacher is married during the school year, three (3) days personal leave will be granted.
6. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves of the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XIX

EXTENDED LEAVES OF ABSENCE

Military leave without pay shall be granted upon written request to any teacher who is inducted in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

ARTICLE XX

PERSONAL AND ACADEMIC FREEDOM

Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state or federal law.

ARTICLE XXI

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

The Board will continue to fulfill their responsibility to provide adequate textbooks, instructional supplies and equipment and other materials necessary to education. Within the limits of the budget, previous practices will be continued and recommendations from teachers relative to selection of the above will be encouraged.

A formal Education/Curriculum Improvement Committee will be implemented. The staff and the administration shall work together to formulate improvements and implement these to the best interest of the children in this district. Final approval of any significant changes rest with the administration for the Board of Education.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree to carry out the commitments contained in this Agreement as per terms and duration.
- 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.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or participation as a representative of the Association.

ARTICLE XXIII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1971, and shall continue in effect until June 30, 1972.
- B. In witness whereof, the Association has caused this Agreement to be signed by its President and Secretary 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 above written.

EASTAMPTON TOWNSHIP BOARD OF EDUCATION

BY _____
President

ATTEST

BY _____
Secretary

EASTAMPTON TEACHERS ASSOCIATION

BY _____
President

Secretary

SALARY SCHEDULE

1971-72

<u>Years</u>	<u>N. D.</u>	<u>Bach. BS/BA</u>	<u>BS + 30</u>	<u>M.A.</u>	<u>M.A. + 30</u>
1	\$ 6,950.	\$ 7,400.	\$ 7,700.	\$ 8,000.	\$ 8,600.
2	7,250.	7,700.	8,000.	8,300.	8,900.
3	7,550.	8,000.	8,300.	8,600.	9,200.
4	7,850.	8,300.	8,600.	8,900.	9,500.
5	8,150.	8,600.	8,900.	9,200.	9,800.
6	8,450.	8,900.	9,200.	9,500.	10,100.
7	8,750.	9,200.	9,500.	9,800.	10,400.
8	9,050.	9,500.	9,800.	10,100.	10,700.
9	9,350.	9,800.	10,100.	10,400.	11,000.
10	9,650.	10,100.	10,400.	10,700.	11,300.
11	9,950.	10,400.	10,700.	11,000.	11,600.
12	10,250.	10,700.	11,000.	11,300.	11,900.
13	10,550.	11,000.	11,300.	11,600.	12,200.
14	10,850.	11,300.	11,600.	11,900.	12,500.
15	11,150.	11,600.	11,900.	12,200.	12,800.

The Board of Education will pay the cost of course tuition/credit hour cost to individuals up to \$150.00 per year. This does not apply to individuals working for the New Jersey Standard Certificate. This benefit is in lieu of previous incentive program.

The Board of Education will pay 100% of the State Health Benefit Plan for the employee's share only.

CUSTODIAL SALARY SCHEDULE

1971-72

<u>Years</u>	<u>Janitorial Capacity</u>
1	\$ 4,975.00
2	5,175.00
3	5,375.00
4	5,575.00
5	5,775.00
6	5,975.00
7	6,175.00
8	6,375.00
9	6,575.00

\$125.00 per year for Black Seal. The Board of Education will pay for Black Seal for individual.

CUSTODIAL VACATIONS

1. Hired by April 1st, one week vacation during summer school closing.
2. Second year through 4th year, 2 weeks.
3. 5th year through 10th year, 2 days extra per year to a maximum of 15 days.
4. Vacations - 2nd through 10th year to be agreed on and adjusted to work load and time element, as per agreements (vocal and/or written), with Administrative and Custodial Supervisory approval.

HOSPITALIZATION

The Board of Education will pay 100% of the employee share only for the State Health Benefit Plan.

SICK LEAVE

All custodial staff employed on a normal 12 month work year shall be entitled to 12 days sick leave each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

WORK SCHEDULE

The work schedule and hourly workload for all "Non-Supervisory Custodians" will be assigned by the Maintenance Supervisor, with the understanding that all such non-supervisory custodians shall maintain the right to file proper grievance procedures, through the proper personnel and channels in the event of any possible disagreements as to the work load and the time elements involved thereof.

Also, effort or hours beyond their normal working hours shall be paid at the current Over-time Rate of Time and One-Half for all hours required to complete any and

all such assigned work tasks.

HOLIDAYS

1. In addition to the annual vacations, all members of the Custodial Staff shall be allowed a total of nine (9) holidays a year. The exact dates shall be confirmed each year after the approval of the school calendar.
2. Holidays designated:
 - a. Independence Day (When falls on a Saturday or Sunday, the employees shall have the following Monday off)
 - b. Labor Day (1st Monday in September)
 - c. N.J.E.A. Convention (Friday in lieu of Veterans Day)
 - d. Thanksgiving Day
 - e. Christmas Day
 - f. New Year's Day
 - g. Mid-winter Recess (In lieu of Lincoln's and Washington's Birthdays)
 - h. Good Friday
 - i. Memorial Day