

1986 - 1987

1987 - 1988

1988 - 1989

CONTRACT OF NEGOTIATIONS

BETWEEN

THE SWEDESBORO-WOOLWICH BOARD OF EDUCATION

and

THE SWEDESBORO EDUCATION ASSOCIATION



X July 1, 1986 - June 30, 1989

PREAMBLE

This Agreement entered into this Twenty-Second (22) day of
October, 19 86, by and between the Board of Education of
Swedesboro-Woolwich, the City of Swedesboro,
New Jersey, hereinafter called the "Board," and Swedesboro Education
Association, hereinafter called the "Association."

W I T N E S S E T H

WHEREAS, the parties have reached certain understandings which they
desire to confirm in this 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 negotiation concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, on a per diem basis, employed by the Board, but excluding:

Administrative Personnel

All Non-Professional Personnel

B. Negotiation Date

On or before October 3, 1988, an effort will be made to begin negotiation procedures for the successor agreement.

C. Definition of Teacher

Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all certificated professional employees represented by the Association in the negotiating unit as above defined.

D. Modification

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 II

GRIEVANCE PROCEDURE

A. Definition

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 and practices affecting the terms and conditions of employment of a teacher or group of teachers. However, the term grievance shall not apply to any matter which:

- (1) a method of review is prescribed by Law or State Board rule having the force and effect of Law.
- (2) the Board of Education is without authority to act.
- (3) a complaint of a non-tenure teacher which arises by reason of his being dismissed for cause or not being re-employed.

B. Procedure

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee or the Association to proceed to the next step. Failure at any step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- b. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance has been fully determined.
2. Any employee or representative of the Association who has a grievance shall discuss it first with his principal (or immediate superior or Head Teacher, if applicable) in an attempt to resolve the matter informally at that level.
3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee or the Association within five (5) school days, the grievance shall be set forth in writing to the principal specifying:
 - a. The nature of the grievance.
 - b. The nature and extent of the injury, loss, or inconvenience.
 - c. The results of previous discussions.
 - d. His dissatisfaction with decisions previously rendered.

The principal shall communicate his decision to the teacher and the Association in writing within five (5) school days of receipt of the written grievance.

4. If the grievance is not resolved to the employee's or the Association's satisfaction no later than five (5) school days after receipt of the principal's decision, he or the Association may request a review by the Board of Education. The request shall be submitted in writing through the CSA who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the teacher or Association representative and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board.

C. Rights of Employees to Representation

1. Any aggrieved person may be represented at steps 3 & 4 of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association.

2. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the CSA or any later level, be notified that the grievance is in process, have the right to be present, and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decision rendered.
3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievance.
4. A grievance which affects a number of employees may at the option of those employees be filed as a single grievance on their behalf.

D. Costs

Each party will bear the total cost incurred by themselves.

- E. The time limits in any of the steps outlined above may be extended by mutual agreement.

ARTICLE III

TEACHER RIGHTS

A. Required Meetings or Hearings

Whenever any teacher is required to appear before any administrator or supervisor, Board, or any committee, member representative or agent thereof 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. Any suspension of a teacher pending charges shall be with pay.

1. This right does not apply to evaluation conferences.

ARTICLE IV

TEACHER EMPLOYMENT

A. Contracts

1. Notification

A teacher shall be notified in writing by April 30, whether or not he is to be rehired for the following school year, and the teacher shall notify the Board in writing by May 31, whether or not he accepts a contract to teach the following school year. If the letter of intent is not received by May 31, the Board will consider the teacher's contract terminated.

2. Placement on Salary Schedule

A teacher being employed for the first time may or may not be allowed credit on the salary guide for previous experience. Credit shall be given for military service.

B. Meetings

Teacher participation in a reasonable number of extra-curricular activities, attendance at professional staff meetings, PTA meetings, open house and similar school activities, is a part of his professional responsibilities.

C. Extra-Curricular Activities

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 that is negotiated. The Board shall furnish a job description.

1. Girls Intramurals, Boys Intramurals, Visual Aide Coordinator, and Safety Patrol Leader are some to be considered.
2. Compensation for the extra-curricular activities will be as follows:
 - a. Safety Patrol \$ 500.00
 - b. Girl's Basketball \$ 350.00
 - c. Boy's Basketball \$ 350.00

D. School Calendar

1. The Chief School Administrator shall provide the Association with a copy of the proposed school calendar prior to its adoption by the Board.
 - a. One-half day sessions for pupils and teachers the day preceding Thanksgiving and Christmas holidays. One-half day sessions for pupils the day preceding Easter holidays. Teachers will be dismissed that day at the discretion of the Administrator.

- b. One-half day session for pre-first pupils the first (one) week of school in September, one-half day at the end of September for all pupils for teachers to work on grouping and four (4) half days during the course of the year for in-service according to the regional calendar.

E. Arrival and Dismissal Time

1. Arrival

8:40 a.m. - pupils

8:20 a.m. - teachers - 20 minutes before the opening of pupil's school day.

2. Dismissal

3:00 p.m. - pupils

3:20 p.m. - teachers - 20 minutes after pupils

F. Substitutes

A special substitute will be hired to reimburse time lost due to the absence of special subject teachers.

ARTICLE V

SALARIES

A. Salary

1. The salary schedules and rate of pay of employees covered by their Agreement are set forth in Schedule "A".
2. Salary adjustments shall be made effective as of September 1, 1986.

B. Deductions and Receipt

1. Each employee employed on a ten month basis shall be paid in twenty (20) equal semi-monthly installments, on or before the 15th and 30th, of each month.
2. Employees may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the employee on the final payday in June, or in two equal payments on July 15 and August 15 as the employee elects.
3. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
4. Teachers shall receive their final checks on the last working day in June, provided they have completed all necessary assignments.
5. The schedule of paydays shall be distributed to all teachers during or before the first week of school.
6. An employee who selects the option of Summer Payment shall have this option continued once selected, until notification of his wish to discontinue is presented to the Board Secretary in writing. Such notice of discontinuance must be received on or before July 1 for it to be effective for the following academic year.
7. Salaries paid for extra curricular activities shall be paid by separate checks.

C. Teacher Assignments

All teachers shall be given written notice of their salary schedule, class assignments, building assignments and room assignments for the forthcoming year, not later than June 1st, unless emergency conditions dictate otherwise.

ARTICLE VI

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

1. Date

The Chief School Administrator shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following year.

2. Filing Requests

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Chief School Administrator. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference.

ARTICLE VII

TEACHER EVALUATION

A. Open Evaluation

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.

B. Copies of Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by his evaluators at least one (1) day 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.

C. Personnel Records

1. File

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 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 believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the superintendent or his designee and if in fact they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at Level Two. (CSA)

2. Derogatory Material

No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he 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 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 superintendent or his designee and attached to the file copy.

3. No Separate File

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.

ARTICLE VIII

COMPLAINT PROCEDURE

A. Procedural Requirement

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

B. Meeting with Principal or Immediate Superior

The principal or immediate superior shall meet with the teacher to apprise the teacher of the full nature of the complaint and they shall attempt to resolve the matter informally.

C. Right to Representation

The teacher shall have the right to be represented by the Association at any meeting or conferences regarding such complaint.

ARTICLE IX

TEACHER-ADMINISTRATION LIAISON

The Association shall select a Faculty Council which shall meet with the Chief School Administrator at least once per marking period or as the need arises. Said council shall consist of two teachers from the Hill School and one teacher from the Clifford School.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

A. Personal Illness

1. The regular yearly allowance for sick leave without loss of pay shall be ten (10) days. Such sick leave allowance is cumulative.
2. After all accumulated current sick leave has been used up, the employee is permitted ten (10) additional days which time and salary of the teacher will be subject to the deduction of the wage of a substitute. (This feature may be used only once during a school year)
3. An employee may petition the Board for additional days subject to the deduction of the wage of a substitute.

B. Maternity Leave

Shall be according to Board policy. *

C. Personal Days

Two days (2) leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application for personal leave shall be made at least five (5) days in advance of taking such leave except in the case of emergencies. The applicant shall not be required to state the reason for taking such leave other than that he is taking it under this section, and shall not lose pay for these days.

D. Legal

There shall be no loss in pay for a required appearance in court of law involving no moral turpitude on the part of the employee.

E. Death in Family

Up to three (3) days at any one time in the event of death or serious illness of a teacher's spouse, child, parent, sister, brother, grandparents, mother-in-law, father-in-law, or member of family unit living in the same household.

F. Good Cause

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

G. School Professional Days

Up to two (2) days for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

- * Any contemplated policy change affecting Maternity Leave shall be provided to the Association at least one month in advance of First Reading.

ARTICLE XI

SABBATICAL LEAVE

A. Purpose

A sabbatical leave shall be granted to a teacher by the Board for study, scholarship, fellowship, travel and for other reasons of value to the school system, as approved by the Board of Education.

1. Applicant must have completed seven consecutive years in this district.
2. Not more than one employee shall be granted leave in any one year.
3. Application for sabbatical leave is to be made in writing to the Chief School Administrator on or before December first of the year preceding the school year during which leave is requested.
4. Approval of the Board will be contingent upon securing a certified employee qualified to assume the applicant's duties.
5. A teacher may elect one of the following methods for leave.
 - a. Ten Month Plan - A teacher on sabbatical leave shall be paid by the Board at fifty percent (50%) of the salary rate which he would have received if he had remained on active duty. These salary rates are to be in effect for sabbatical leaves taken for study or travel.
 - b. Five Month Plan - A teacher on a five month sabbatical leave shall be paid by the Board at 100% of full salary for five months at the salary rate he or she would have received if on active duty. However, these five months must be taken during the first half of the school year during the period of September to January.
6. Employee must signify intent of returning to Swedesboro for two years after completion of sabbatical. Employee is assured position on return and will be placed on the proper step on the salary guide as though he had not been on leave.

ARTICLE XII

PROFESSIONAL GROWTH

A. Pay and Expenses for Required Training

The Board will pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other sessions which a teacher is required and/or requested by the Administration to take.

B. Pay and Expenses for Professional Development

The Board will reimburse full time regular teachers 100% of the cost of tuition fees and books up to a maximum of \$400.00 and part-time regular teachers a percentage of these figures (i.e. 1/5 to 1/4) per school year for college courses taken for professional development during the school year provided:

1. The course is approved by the Chief School Administrator prior to the time it is taken.
2. The course is successfully completed and evidence to this effect is submitted to the Chief School Administrator.
3. Evidence of cost and charges, i.e. checks, receipts, etc., are presented upon application for reimbursement.
4. The teacher is still employed by the Board at the time the course is completed and reimbursement is applied for.

C. Related Expenses

The use of a personal vehicle shall be considered a legitimate job expense if use of a personal car is for approved special or emergency purposes.

D. Advanced Educational Achievement

All Teachers obtaining BA plus 15, BA plus 30, MA Degree, Masters plus 15, Masters plus 30 on or after July 1, 1986 shall receive an additional \$350.00.

ARTICLE XIII

HOSPITALIZATION

- A. The Board of Education agrees to contribute for each employee who participates in a Board approved hospitalization plan, amounts as listed below in the plan in effect as of the effective date of this agreement.
1. 100% individual rate for employee and family (Blue Cross, Blue Shield, Major Medical)
 2. 100% Washington National Insurance for employees not covered under the Board's hospitalization plan, as long as premium does not exceed that paid for hospitalization.

B. Dental Plan

100% of the cost of dental insurance as provided by the New Jersey Dental Service Plan, Inc. The Plan in effect is to be - Program I-B, one party, two party, or three party.

Any new employee must successfully complete six months of duty before they become eligible.

Coverage will be at the rate of 70% insurance and 30% for the individual.

C. Benefit Payment Option

Employees not participating in Blue Cross/New Jersey Dental/Washington National Insurance may opt to receive \$300.00 in lieu of group participation for any school year.

- D. Possible re-opener in third (3rd) year of package is a Prescription Plan.

ARTICLE XIV

AIDES

- A. Aides - A.M. & P.M. Bus duty aide for classroom teacher only.

The Board will earnestly attempt to hire qualified aides to supervise the cafeteria during lunch periods. Group Iowa tests shall be machine scored.

ARTICLE XV

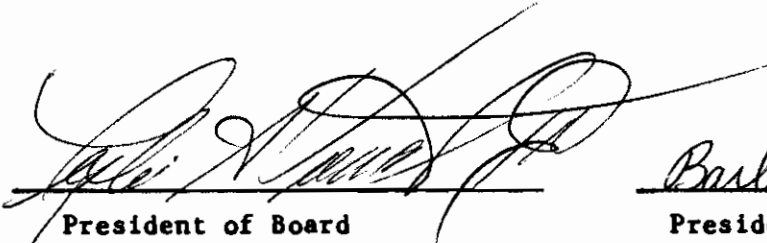
SPECIAL RETIREMENT ALLOWANCE

- A. In recognition of dedicated service to the Swedesboro-Woolwich School District the following special retirement allowance shall be implemented:
1. Teacher personnel who complete fifteen (15) or more consecutive years of employment with the Swedesboro-Woolwich School District shall be eligible for a maximum of up to one thousand five hundred dollars (\$1,500) in special retirement allowance.
 2. The teacher shall receive \$100 per year of complete service to the Swedesboro-Woolwich District - not to exceed the maximum of one thousand five hundred dollars (\$1,500) per teacher.
 3. Notice of retirement, in writing, must be submitted to the Board of Education at least 6 months prior to the last day of employment. Failure to notify the Board at least 6 months prior shall be deemed a wavier of the special retirement allowance, except in cases of emergency, which the Board shall consider on an individual basis.
 4. The retirement allowance shall be paid in one (1) of the two (2) following plans:
 - a. Lump sum on July 15 of the next budget year following retirement.
 - b. Lump sum on January 15 of the next calendar year following retirement.
 5. The teacher will make the decision, in writing, as to which plan of payment is desired at the time of notice of retirement.


ARTICLE XVI

DURATION OF AGREEMENT


- A. This Agreement shall be effective as of July 1, 1986 and shall continue in effect until a successor agreement has been completely negotiated.
- B. The Board shall provide each teacher with a copy of the current contract at Board expense.
- C. In witness whereof the Board and the Association have caused this agreement to be executed by their duly authorized representatives on the Twenty Second (22) day of October 198 6.




President of Board
Leslie Viereck III



President of SEA
Barbara Buchenhorst



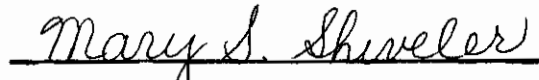
Chairperson of Negotiating
Committee Board of Education
Thomas Hurst



Chairperson of SEA
Committee
Walter Morrison



Secretary Board of Education
Robert F. Murphy



Secretary SEA Association
Mary Shiveler

SCHEDULE A

1. B.A. Degree Salary Guides

<u>Level</u>	<u>1986-1987</u>	<u>1987-1988</u>	<u>1988-1989</u>
A.	\$ 18,500.00	\$ 19,300.00	\$ 20,100.00
B.	19,344.00	20,174.00	20,854.00
C.	20,344.00	21,074.00	21,854.00
D.	21,344.00	22,074.00	22,954.00
E.	22,444.00	23,074.00	24,054.00
F.	23,544.00	24,174.00	25,254.00
G.	24,544.00	25,274.00	26,454.00
H.	25,644.00	26,474.00	27,754.00
I.	26,744.00	27,674.00	29,054.00
J.	27,744.00	28,974.00	30,454.00
K.	28,844.00	30,274.00	31,854.00
L.	29,844.00	31,674.00	33,354.00
M.	31,044.00	33,074.00	34,854.00
N.	32,644.00	34,574.00	36,454.00
O.	33,844.00	36,074.00	38,054.00

2. Advanced Credits

B.A.+15 credits	-	\$ 350.00
B.A.+30 credits	-	\$ 700.00
M.A. credits	-	\$1050.00
M.A.+15 credits	-	\$1400.00
M.A.+30 credits	-	\$1750.00

3. Longevity

After 15 years	-	\$ 300.00
After 20 years	-	\$ 600.00
After 25 years	-	\$ 900.00
After 30 years	-	\$1200.00

Salary Guides/Advanced Credits/Longevity schedules are based on a three-year agreement of 25%;

	<u>1986-1987</u>	<u>1987-1988</u>	<u>1988-1989</u>
Base	\$ 548,805.00	\$ 598,197.45	\$ 646,053.25
Raise	<u>49,392.45</u>	<u>47,855.80</u>	<u>51,684.26</u>
Total:	<u>\$ 598,197.45</u>	<u>\$ 646,053.25</u>	<u>\$ 697,737.51</u>
	9%	8%	8%

The above calculations and projects were based on the existing teaching staff as of June 1, 1986.

Salary guides for the three years are created on the assumption that the staff, as of 6/1/86, will remain intact for the duration of this agreement.

Any changes in staff that may occur will, in no way, effect the guide, or the dollar amount of any individual teacher's raise.