

THIS DOCUMENT  
NOT CIRCULATE

**AGREEMENT**

Between

Board of Education

Borough of Tuckerton

and

Tuckerton Education Association

1976-1977

Open copy

**LIBRARY**

Institute of Management and  
Labor Relations

OCT 7 1976

RUTGERS UNIVERSITY

Effective July 1, 1976

TABLE OF CONTENTS

PREAMBLE		2
ARTICLE I	Recognition	3
ARTICLE II	Negotiation of Subsequent Agreement	4
ARTICLE III	Teacher Rights	5
ARTICLE IV	Association or Rights & Privileges	6
ARTICLE V	Teaching Hours and Teaching Load	7
ARTICLE VI	Salaries	9
ARTICLE VII	Temporary Leaves of Absence	10
ARTICLE VIII	Extended Leaves of Absence	11
ARTICLE IX	Maintenance of Classroom Control and Discipline	12
ARTICLE X	Personal and Academic Freedom	13
ARTICLE XI	Grievance Procedure	14
ARTICLE XII	Insurance Provisions	17
ARTICLE XIII	Miscellaneous Provisions	18
ARTICLE XIV	<i>Maternity Leave</i> <del>Duration of Agreement</del>	19
" XV	<i>Duration of Agreement</i> Schedule A Salary Guide	20

This agreement entered into this \_\_\_\_\_ day  
of \_\_\_\_\_ by and between the Board of  
Education of Tuckerton, The Borough of Tuckerton, New Jersey,  
hereinafter called the "Board", and the Tuckerton Education  
Association, hereinafter called the "Association".

WITNESSETH:

Whereas, the parties have reached certain understandings  
which they desire to confirm in this Agreement, be it

Resolved, in consideration of the following actual covenants,  
it is hereby agreed as follows:

ARTICLE 1

REPRESENTATION

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

All full time Classroom Teachers and full time school nurse  
in the Jackson School District.

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. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Law, State of New Jersey, 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, and be adopted by the Board.

B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE II

### TEACHER RIGHTS

4. The Board shall not discriminate against any teacher for participation in the activities of the Association.

5. No teacher shall be lowered in rank or compensation or formally disciplined or discharged without just cause.

6. Whenever any teacher is notified in writing for a formal hearing before the Board, a hearing panel, a committee or panel, board of trustees or any other body which could adversely affect the continuation of the teacher in his office, position or employment or the salary or any advantage pertaining thereto, he shall be given prior written notice of the reasons for such meeting to be reviewed and shall be entitled to have a representative of his choice present to advise him and represent him during such meeting or hearings.

7. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

8. No teacher shall be deprived of pay without formal suspension by the Board of Education.

9. The teacher shall maintain the responsibility to determine grades and other evaluations of students within the grading policies of the Parkersburg School District based upon his professional judgment of available criteria pertinent to any given subject area or activity for which he is responsible.

10. Any question or criticism by a supervisor, administrator, or board member of a teacher and his instructional methodology shall in the first instance be made in confidence.

11. Any question or criticism by a teacher of a supervisor, administrator, or board member shall in the first instance be made in confidence and not in the presence of students, parents, or at public hearings.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association and its representatives may have the right to use school buildings at all reasonable hours for meetings. The principal of the building shall be notified in advance of the time and place of all such meetings. Approval shall be required from the Board of Education.

B. The Association shall have, in the school building, the use of a bulletin board in the faculty lounge. Copies of all materials to be posted on such bulletin boards shall be shown or given to the building principal and approval shall be at the discretion of the principal. If approval is denied, the Association shall have the right to an appeal before the Board of Education.

C. Representatives of affiliated associations may attend meetings of the association or its officers at the association's invitation in a lawful and orderly manner.

D. Whenever any representative of the Association or any teacher is required by Board, Administrator, Arbitrator, or Court to participate during working hours in negotiations, grievance proceedings, conferences or meetings in connection with the Tuckerton School System, he shall suffer no loss in pay from the Board.

ARTICLE V

TEACHING EMPLOYEES' TEACHING LOAD

A. As professional employees are expected to devote to their assignments the clearest measure of their capabilities, but they shall not be required to "clock in or clock out" by hours and minutes. Teachers shall notify their presence for duty by placing their name on the "sign in" roster.

B. The teaching load shall consist of not more than seven (7) classes of pupils plus a duty-free lunch period as governed by teachers union agreement 2 of this Article.

C. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupil's school day, and shall be permitted to leave fifteen (15) minutes after the close of the pupil's school day.

D. Every teacher shall plan and teach course content in the manner he considers most practical and useful subject to direction of the principal. Every teacher shall prepare a lesson plan book that is practical and useful and that complements the course content. Teachers shall submit their lesson plan book for review to the administrative principal when notification is given. Teachers shall provide substitutes with daily, weekly, and/or alternate plans as needed, according to procedures developed by the administrative principal and the teachers.

E. Teachers shall have a daily duty-free lunch period of at least 30 continuous minutes, which may be scheduled to allow provision of adequate playground and lunchroom supervision.

F. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods, but shall note their absence and return with the office secretary.

G. Teachers may be required to remain after the end of the regular work day, without additional compensation, for the purpose of attending faculty or other professional meetings not otherwise scheduled each week, and which will, so far as practical, be scheduled on a regular basis, on a day other than Friday. Nothing in this article shall prevent the scheduling of meetings as required by contract riders.

H. The notice for any meeting shall be given to the teacher involved at least two days prior to the meetings, except in an emergency. Teachers may have the opportunity to suggest items for the agenda.



1. Teachers may be required to attend no more than six (6) evening assignments, including Open House, Christmas Program, Physical Education Night and Parent Conferences. On Parent conference nights, teachers may leave at the standard early dismissal time.

2. Field trips shall be scheduled and implemented in a manner which shall be planned in consultation with the teachers participating in them. Permission for field trips shall be obtained from the Board to guarantee insurance coverage as a school sponsored activity. Participation in field trips which extend overnight, or weekend trips, shall be voluntary.

ARTICLE VI

Salaries

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

2. Each teacher employed on a ten (10) month basis shall be paid on a monthly basis according to the provisions of this Agreement.

3. 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. Each teacher shall receive his final pay on his last working day in June if his closing out procedure is completed satisfactorily.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

As of the beginning of the 1976-77 school year, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year.

A. Three 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 two (2) 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. This day shall not be used to extend a vacation.

B. Up to four (4) days at any one time in the event of death of a teacher's member of the immediate family, which shall be construed to consist of spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother and sister.

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

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

- A. Leaves of absence under other circumstances may be granted by joint agreement of the Board and teacher.
- B. Upon return from a leave of absence, a teacher shall be placed on the salary schedule and receive accumulated benefits according to his/her seniority at the time the leave commenced.
- C. Leaves for more than one academic year in addition to one in which an extended leave commences shall be by mutual agreement.

ARTICLE IX

MAINTENANCE OF CLASSROOM  
CONTROL AND DISCIPLINE

The Administration, with the approval of the Board, shall accept, and from time to time review, a written policy relating to control and discipline. The comments and suggestions of the Association relating to discipline and the maintenance of control are welcomed by the Board and the Administration.

ARTICLE X

PERSONAL AND ACADEMIC FREEDOM

The importance of academic freedom and the enjoyment of a private life are understood by the parties, and will not be disregarded in the administration of the school district. The Board and Administration will recognize and be guided by the pronouncements of the Legislature, the State Board, the Commissioner, and the Courts in evaluating the performance of any teacher and in the investigation of any claim that a teacher's private life interferes with his effectiveness as a teacher.

ARTICLE XI

GRIEVANCE PROCEDURE

1. The term grievance means a complaint by any employee that as to him there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting said employee, or that said policy, the agreement or administrative decision itself is inequitable, improper or unjust. The term grievance shall not apply to any matter for which a method of review is prescribed either by law or by any rules or regulations of the State Board of Education.

2. An aggrieved employee shall institute action under the provisions herewith within 30 calendar days of the occurrence complained of or within 30 calendar days after he should reasonably be expected to know of its occurrence. Failure to act within said 30 day period shall be determined to constitute abandonment of the grievance provided that where an occurrence is part of a recurring series of events, those events occurring more than 10 days prior to the institution of the procedures provided herewith may be considered for the purpose of determining the validity of the complaint.

3. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

4. In the presentation of a grievance, the employee shall have the right to present his appeal pro se, by attorney or to be represented by the Association, but may not be represented by any other organization. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views before the principal and all levels above.

5. Employees are requested first to discuss their grievance orally with their immediate superiors, provided that if the grievance is occasioned by a direct order of the principal to the individual, such oral discussion should occur during the 30 day period and shall not extend it except by written consent of the School Principal.

6. If the grievance presented orally is not resolved to the employee's satisfaction, the employee shall submit his grievance in writing to the Principal specifying:

- a. Nature of grievance.
- b. Results of previous discussions, if any.
- c. The basis of his dissatisfaction.

7. Within 5 school days from the receipt of the written grievance, the principal shall set a day for a hearing which shall be within 10 school days from the receipt of the written grievance unless a different period is mutually agreed upon.

8. Within 10 days after said hearing unless a different period is mutually agreed upon, the principal shall in writing advise the employee and his representative, if there be one, and to any other person directly affected thereby, a copy of his determination.

9. In the event of the failure of the Principal to act in accordance with the provisions of Paragraphs 7 and 8 or in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by any party, the dissatisfied party within 5 days of the act or failure to act may appeal to the Board of Education.

10. Where an appeal is taken to the Board there shall be submitted by the grievant a statement of the dissatisfaction of the party appealing to which shall be attached copies of all previous writings. A copy thereof (which may be without attachments) shall be delivered to the Principal and all other parties. The statement shall request a hearing if desired.

11. The Board shall review the grievance and if requested or if the Board shall so determine, hold a hearing with the employee and, excepting for good cause shown, render a decision in writing within 10 calendar days after the next regularly scheduled Board meeting occurring at least 10 days after the filing of the grievance with it.

12. If the Association determines that the grievance is nonfrivolous, it may submit the grievance to advisory arbitration within 15 calendar days following the determination of the Board. A request for a list of arbitrators shall be made to the American Arbitration Association by either party. The parties shall be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

13. In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

14. If, in the course of the arbitration, a grievance which is not subject to the arbitration procedure may surface, the arbitrator shall refer the grievance to the grievance procedure set forth in the contract. It may commence at that level after conference with the Principal.



13. The savings plan set up under through the Board level shall be restricted to persons who shall include only persons directly employed and who designated or selected representative

15. A mutually acceptable contract be utilized to facilitate the above process procedure after the first five (5) steps have been completed.

ARTICLE XII

INSURANCE PROTECTION

The Board shall pay the full premium for each full time teacher and nurse in the New Jersey Public and School Employees Health Benefit Plan for the full twelve (12) month period commencing September 1, 1976 and ending August 31, 1977.

The employee agrees to pay the premium for additional eligible family members in the above plan.

The premium coverage of additional family members shall be deducted from the salary of the employee.

ARTICLE XIII

NOTICE AND SERVICE

A. Copies of this Agreement shall be reproduced at the expense of the Board of Educ. Inc and the Association within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed by the Board.

B. Whenever any formal notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing.

a. If notice be given by the Association, it shall be addressed to the Board Secretary.

b. If notice be given by the Board, it shall be addressed to the Association President.

ARTICLE XIV

LEAVE FOR MATERNITY AND CARE OF INFANT.

A. Maternity leave without pay shall be granted to employees for a period of not more than one (1) year, provided that the employee on such leave shall be reinstated upon application thereafter.

B. Salary placement upon return shall be on the same step as when leave commenced, unless the individual employee has completed ninety (90) days in the school year; in which case it shall be counted as a year of service for pay purposes.

C. Male members of bargaining unit shall be accorded the same privileges as female members.

ARTICLE XXV

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1977, exclusive of the summer school program.

B. In witness thereof 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 corporation seal to be placed hereon, all on the day and year first above written.

TUCKERTON EDUCATION ASSOCIATION

BY: Mary S. Burton  
President

BY: \_\_\_\_\_  
Secretary

TUCKERTON BOARD OF EDUCATION

BY: Donald S. Wilkerson  
President

BY: Missed M. Sprague  
Secretary

SEAL

SALARY GUIDE 1976--77 School year

	<u>Bach.</u>	<u>Bach. + 30</u>	<u>Masters</u>
1	9700.	10200.	10700.
2	10000.	10500.	11000.
3	10300.	10800.	11300.
4	10600.	11100.	11600.
5	11100.	11600.	12100.
6	11500.	12000.	12500.
7	11900.	12400.	12900.
8	12400.	12900.	13400.
9	12900.	13400.	13900.
10	13500.	14000.	14500.
11	14200.	14700.	15200.
12	15050.	15550.	16050.