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TEACHERS
AGREEMENT

BETWEEN THE
WEYMOUTH TWP. BOARD OF EDUCATION
AND THE
WEYMOUTH TWP. EDUCATION ASSOCIATION

AMONG OTHERS

EFFECTIVE JULY 1, 1976
THROUGH JUNE 30, 1978

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ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Weymouth Township Education Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all professional full-time teaching personnel and full-time teacher's aides whose primary duties are assigned to the classroom as pupil or classroom aides, excluding the administrative principal, nurse, part-time professional teaching personnel, board secretary and cafeteria or playground aides.

B. Definition of a teacher

Unless otherwise stated, the term "teachers", when used hereinafter in this agreement, shall refer to all full-time professional employees represented by the Weymouth Township Education Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

C. Definition of a Teacher's Aide

Unless otherwise indicated, the term "teacher's aide" when used hereinafter in this agreement, shall refer to all full-time paraprofessional employees represented by the Weymouth Township Education Association in the negotiating unit as above defined. Any reference to a male teacher's aide shall include female teacher's aides.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws of 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 full-time teachers, be reduced to writing, be signed by the Board.

B. 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 III

GRIEVANCE PROCEDURE

A. Definition

1. Grievance

A "grievance" is a claim by a teacher or the Weymouth Township Education Association based upon the alleged misinterpretation, misapplication, or violation of this collective agreement, or administrative decisions affecting a teacher or a group of teachers.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Weymouth Township Education Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Weymouth Township Education 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

1. 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. Time limits

The number of days indicated at each level should be considered as a maximum. The time limits specified may, however, be extended by mutual agreement. Each claim is to be instituted within thirty (30) in-session school days from occurrence.

2. Year End Grievances

In the event that 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 the parties 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 possible.

3. Level One--Administrative Principal

A teacher with a grievance will first discuss said grievance with his Administrative Principal, either directly or through the Weymouth Township Education Association's designated representative, with the objective of resolving the matter informally.

4. Level Two--Board of Education

If the grievance is not resolved to the grievant's satisfaction, he, not later than five (5) school days after the Administrative Principal's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Administrative Principal who shall attach all related papers and forward the request to the Board. The Board, or a committee there, shall review the grievance, and shall, at the option of the Board, or at the request of the grievant, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Weymouth Township Education Association within twenty (20) calendar days of the receipt of the appeal by the Administrative Principal, or if a hearing is held within twenty (20) calendar days of the hearing. The referred hearing shall be held within fifteen (15) school days after receipt of the appeal notice.

5. Level Three--Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant, he may request the appointment of an arbitrator, such a request to be made known to the Administrative Principal within twenty (20) school days of the receipt of the Board's decision.

6. The following procedure shall be used to secure the services of an arbitrator:

- a. Either party shall request the American Arbitration Association (A.A.A.) to submit a roster of persons qualified as an arbitrator in the matter at issue.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster, they may request A.A.A. to submit a second roster of names.
- c. If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second roster of names, the A.A.A. will be requested by either party to name an arbitrator. The recommendations of the arbitrator shall be advisory only.

7. The costs of 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 born equally by the Board and the Weymouth Township Education Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE IV

TEACHERS RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey Laws and Regulations.

B. Required Meetings or Hearings

Whenever any teacher is required to appear before the Administrative Principal or his designee, Board or any committee 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 thereof, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Weymouth Township Education Association present to advise him and represent him during such meeting or interview. This provision of this sub-article shall not apply to matters concerning day to day operation or evaluation conferences.

C. Any question of criticism by an administrator or Board member of a teacher and of his instructional methodology shall be made in confidence.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Use of School Buildings

The Weymouth Township Education Association and its representatives may use the school buildings at all reasonable hours for meetings. The Board of Education Secretary shall be notified in advance of the time and place of all such meetings for approval of same. The Weymouth Township Education Association shall pay any custodial fees for evening meetings.

B. Use of School Equipment

The Weymouth Township Education Association may use school facilities and equipment, 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 Weymouth Township Education 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. Bulletin Boards

The Weymouth Township Education Association shall have, in each school building, the use of a bulletin board in a prominent place, the location of which shall be determined by the Board of Education or its designee. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

D. Exclusive Rights

The rights and privileges of the teachers' representative as set forth in this agreement shall be granted only to the organization designated as the representative pursuant to Chapter 303, Public Law of 1968, and to no other organizations.

ARTICLE VI

TEACHING HOURS

A. Teachers' Day

1. Length of Day

No teacher shall be required to report for duty earlier than thirty (30) minutes before the opening of the pupils' instructional school day and shall be permitted to leave thirty (30) minutes after the close of the pupils' instructional school day.

2. Teachers shall have a thirty (30) minute duty-free lunch.

ARTICLE VII

SALARIES

A. Salaries of all employees covered by this agreement are set forth in the Schedule attached hereto and made a part hereof.

B. Teachers employed for the academic year shall receive their pay in twenty (20) equal payments except those who elect summer pay which shall be given in two (2) equal payments.

C. Teachers will be paid on the fifteenth (15th) and thirtieth (30th) days of the month or the last working day before.

D. Teachers shall receive their final checks on the last working day of June provided all obligations are met.

ARTICLE VIII

TEMPORARY LEAVES OF ABSENCE

As of the beginning of the 1976-77 school year, teachers shall be entitled to the following temporary leaves of absences (non-accumulative) with full pay each school year:

A. Types of Leave

1. Personal

Three (3) days leave of absence for personal, legal business, household or family matters which require absence during school hours. Application to the teacher's principal for personal leave shall be made at least one (1) week before taking such leave (except in the case of emergencies), and approval must be received.

2. School Visitation

Up to one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

3. Death

Up to three (3) days at any one time in the event of death of a teacher's spouse, child, daughter-in-law, brother-in-law, mother-in-law, brother, sister, parent, father-in-law, sister-in-law, son-in-law, and any other member of the immediate household.

4. Good Cause

Other leaves of absence and extension of death leave with pay may be granted upon discretion of the Board of Education.

B. Teachers shall be entitled to the following accumulative leave with full pay:

1. Ten (10) days sick leave per school year.

2. Teachers shall be informed of their accumulated sick leave with the first paycheck in September.

ARTICLE IX
INSURANCE PROTECTION

- A. As of the beginning of the 1976-77 school year, the Board shall provide the Health Care Insurance Protection designated below.
1. Basic hospitalization and medical surgical coverage.
 2. Major medical coverage.
 3. Rider J.
- B. The Health Care Insurance carrier(s) shall be determined by the Board of Education. Such coverage shall be comparable to or better than the existing Blue Cross, Blue Shield, Rider J Plan. The Board shall pay the full premium for each full-time teacher and full-time teachers' aide.
- C. The Board shall request the carrier(s) to provide each teacher a description of the coverage of the Health Care Insurance coverage provided under this article no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE X

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board and the Weymouth Township Education 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 hiring, training, assignment, promotion, transfer, or discipline of teacher or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Separability

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. Compliance between Individual Contract and Sister Agreement

An individual contract between the Board and an individual teacher, heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Non Teaching Duties

Intent:

The Board and the Association acknowledge that a Teacher's primary responsibility is to teach and that his energies should to the extent possible, be utilized to this end.

E. Transfer

The request of a teacher for reassignment to a vacancy shall be honored to the extent that the transfer does not conflict with the instructional requirements and best interests of the school system as determined by the Administrative Principal and the Board of Education. No reassignment shall be made for punitive reasons.

F. Retained Powers

It is understood that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

ARTICLE XI
CONDITIONS APPLICABLE TO ALL TEACHERS

- A. Teachers shall not be required to perform the following non-teaching duties:
1. Keeping attendance records for the State Department of Education.
- B. The Board agrees at all times to maintain an adequate list of certified substitute teachers.

ARTICLE XII
TEACHER EVALUATION

Non-tenure teachers should be evaluated three (3) times per year and tenure teachers two (2) times per year prior to April 1. Copies of the evaluation shall be signed by the evaluator and the teacher.

ARTICLE XIII

The Board of Education expressly reserves the right to withhold the increment of personnel covered by this agreement as provided by state statute.

ARTICLE XIV
DURATION OF AGREEMENT

A. Duration Period

This agreement shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1978 with the exception of the salary schedule which shall be effective July 1, 1976 until June 30, 1977.

B. Status of Incorporation

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

Weymouth Township Education Association
James Albano, President
Corinne Baruffi, Secretary

Weymouth Township Board of Education
Alfred R. Merrill, President
Eva L. Kingsland, Secretary

SALARY SCHEDULE

1976-77

	BA	BA+15	Masters
1.	8,600	8,900	9,200
2.	9,000	9,300	9,600
3.	9,400	9,700	10,000
4.	9,800	10,100	10,400
5.	10,200	10,500	10,800
6.	10,600	10,900	11,200
7.	11,000	11,300	11,600
8.	11,400	11,700	12,000
9.	11,800	12,100	12,400
10.	12,200	12,500	12,800
11.	12,600	12,900	13,200
12.	13,000	13,300	13,600
13.	13,400	13,700	14,000

Teachers' Aides -- \$4.50 per hour Fifth Year
4.15 per hour Fourth Year
3.65 per hour Third Year
3.15 per hour Second Year
2.65 per hour First Year