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THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

between the

BOARD OF EDUCATION OF SOUTH BOUND BROOK

THE COUNTY OF SOMERSET, NEW JERSEY

and the

ROBERT MORRIS EDUCATION ASSOCIATION, INC.

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PREAMBLE

This Agreement entered into this 14th day of May, 1969 by and between the Board of Education of South Bound Brook the City of South Bound Brook, New Jersey, hereinafter called the "Board", and the Robert Morris Education Association, Inc., hereinafter called the "Association".

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive representative for collective negotiation, as required by Chapter 303, Public Laws of 1968 of the State of New Jersey for classroom teachers who are under contract in positions requiring certification, including the school nurse.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### Definition

Employees or the Association may file grievances concerning the interpretation, application or violation of policies, this agreement, or administrative decision which result in personal loss, injury or inconvenience. However, no grievance shall be filed with respect to:

- A. Any by-law of the Board of Education which concerns the organization and structure of the Board, but does not concern conditions of employment.
- B. A complaint of a non-tenure teacher which arises by reason of his not being re-employed, provided the teacher has been evaluated in accordance with Board policy.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of the time its occurrence becomes known to the employee.

#### Procedure

- A. 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step

Article II - Grievance Procedure (continued)

within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. 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 and any effect thereof shall have been fully determined.
- B. Any employee who has a grievance shall discuss it first with his principal (or immediate superior) in an attempt to resolve the matter informally at that level.
- C. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the principal with a copy submitted to the chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "PR&R Committee") specifying:
1. The nature of the grievance and date occurred.
  2. The nature and extent of the injury, loss or inconvenience.

Article II - Grievance Procedures (continued)

3. The results of previous discussions.
4. His dissatisfaction with decision previously rendered.

The principal shall communicate his decision with reasons to the employee in writing within five (5) school days of receipt of the written grievance.

- D. The employee, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The superintendent shall communicate his decision with reasons in writing to the employee and the principal.

- E. If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) school days after receipt of the superintendent's decision may request a review by the Board of Education. The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof,

Article II - Grievance Procedures (continued)

shall review the grievance and shall, at the option of the Board or the employee, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the hearing with the employee, whichever comes later.

- F. Within fifteen (15) school days after receiving a decision from the Board of Education, the aggrieved person, if not satisfied, may submit his grievance in writing to the Commissioner of Education. Decision is binding on all parties. (Title 18A:4-34)

General

- A. In the presentation of a grievance, the employee shall have the right to designate a representative of the Association to appear with him commencing with Procedure C.
- B. A minority organization shall not have the right to present or process a grievance.
- C. All documents, communications and records dealing with the grievance shall be kept in a file separate from the personnel file.
- D. No reprisals of any kind shall be taken by the Board or by any member of the administration against any

Article II - Grievance Procedures (continued)

party in interest, any building representative, any member of the PR&R Committee or any other participant in the grievance procedure by reason of such participation.

- E. If, in the judgement of the PR&R Committee, a grievance affects a group or class of teachers in one (1) school, the PR&R Committee may submit such grievance in writing to the principal directly and processing of such grievance shall be commenced at level B.

If a grievance involves two or more schools, it shall be submitted in writing to the superintendent directly and processing of such grievance shall be commenced at level D.

- F. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest.

ARTICLE III

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.



Article III - Salaries (continued)

- B. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
2. Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June.
3. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.
4. Teachers shall receive their final pay checks on the last working day in June. The last working day will be that day when all required records have been completed to the satisfaction of the administrator.

Article III - Salaries (continued)

SCHEDULE A

SALARY SCHEDULES

1969-70

STEP	<u>NON-DEG. NON-CERT.</u>	<u>BACHELOR'S DEGREE</u>	<u>MASTER'S DEGREE</u>	<u>MASTER'S PLUS 30</u>
1	\$ 5,450	\$ 6,800	\$ 7,400	\$ 7,700
2	5,700	7,075	7,675	7,975
3	5,950	7,350	7,950	8,250
4	6,200	7,625	8,225	8,525
5	6,450	7,900	8,500	8,800
6	6,700	8,175	8,775	9,075
7		8,450	9,050	9,350
8		8,725	9,325	9,625
9		9,000	9,600	9,900
10		9,300	9,900	10,200
11		9,600	10,200	10,500
12		9,900	10,500	10,800
13		10,200	10,800	11,100
14		10,500	11,100	11,400
15		10,875	11,475	11,775

Substitute: \$20.00 per day

The Board will pay 75% of the cost for courses for future study based on the cost of courses in the State Colleges, with the approval of the administrator.

Article III - Salaries (continued)

Part time teachers will be placed on their proper step on the salary guide as per Board Policy passed February 12, 1969 and will be paid on a pro-rated basis.

ARTICLE IV

TEMPORARY LEAVES OF ABSENCE

As of the beginning of the 1969-70 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year. \*

A. A total of no more than four (4) days, only two (2) of which may be personal. A person taking three (3) religious days is entitled to one personal day. Up to and including two (2) religious days will entitle the teacher to two additional personal days.

3 Religious	-	1 Personal
0 Religious	-	2 Personal
1 Religious	-	2 Personal
2 Religious	-	2 Personal

No more than two (2) personal days under any circumstances.

\* Part time teachers will be pro-rated as per Board Policy.

Article IV - Temporary Leaves of Absence - (Continued)

Application to the principal or administrator for personal or religious leave shall be made at least three days before taking such leave, except in case of emergency. The applicant for such leave shall be required to state if it is to be a personal or religious day.

- B. Up to one (1) day for the purpose of visiting other schools with the approval of the administrator as per Title 18.
- C. Time necessary for appearances in any legal proceeding contingent on Board approval.
- D. Up to three (3) days at any one time in the event of death or serious illness of a member of the teacher's immediate family. Additional time may be allowed at the discretion of the superintendent after formal request has been made.
- E. Teachers shall be granted up to one (1) day in the event of death of a teacher's second degree family, such as uncle, aunt, niece, nephew or in-laws.
- F. In the event of the death of a teacher or student in the South Bound Brook School district, the administrator of said teacher or student shall grant to an appropriate number of teachers sufficient time off to attend the funeral.

ARTICLE V

SICK LEAVE

- A. As of September 1, 1969, all teachers employed shall be entitled to ten (10) sick leave days each school year. Unused sick leave shall be accumulated from year to year with no maximum limit.
  
- B. Non-accumulative additional sick leave benefits shall be allowed to teachers at the discretion of the Board.
  
- C. Part time teachers will be pro-rated as per Board policy.

ARTICLE VI

INSURANCE PROTECTION

- A. As of the beginning of the 1969-70 school year, the Board, after agreement with the Association regarding appropriate insurance carriers, shall provide the healthcare insurance protection designated below. The Board shall pay the full premium for each teacher.
  - 1. For each teacher who remains in employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period.

Article VI - Insurance Protection (continued)

2. The Board shall provide to each teacher a description of the healthcare insurance coverage provided under this ARTICLE.

ARTICLE VII

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be honored by the Board of Education and the Association for the duration of the Agreement.
- 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 and it can be opened for renegotiations, but all other provisions or applications shall continue in full force and effect.
- C. Any teaching contract between the Board and an individual teacher hereafter executed, shall be subject and consistent with the terms and conditions of this Agreement. If the aforesaid teaching contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

Article VII - Miscellaneous Provisions (continued)

D. Pursuant to Chapter 303, Public Laws of 1968, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association.

E. The Board retains all of its responsibility and authority to direct and manage the public schools under applicable laws and regulations, subject only to the limitations imposed by the language of this Agreement.

It is understood that teachers shall continue to serve under the direction of the superintendent of schools and in accordance with the Board and administrative policies, rules and regulations including those set forth in the Board approved Teachers' Code, as amended, (with teachers recommendation being considered) provided that the provisions of this agreement and applicable State laws and regulations shall supersede and prevail over any conflicting provisions.

F. Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, or hereafter employed by the Board.

Article VII - Miscellaneous Provisions (continued)

G. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so by written notice at the following addresses:

1. If by Association, to Board at Robert Morris School #1, 107 Elizabeth Street, South Bound Brook, New Jersey.
2. If by Board, to Association to the home address of the current association president.

ARTICLE VIII

DURATION OF THE AGREEMENT

This Agreement shall be effective as of July 1, 1969 and continue in effect until June 30, 1970. Negotiations will commence no later than October 1 of each year for each successive agreement.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on date indicated unless extended by mutual agreement.



Article VIII - Duration of the Agreement (continued)

The parties hereto have read the terms of this Agreement before signing the same and hereby agree that no statement, remark, agreement, or understanding, whether oral or written, not contained herein, will be recognized or enforced.

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

SOUTH BOUND BROOK BOARD OF EDUCATION

by *J. W. Greenwood*  
President

BY *Nicholas W. Barber, Jr.*  
Secretary

ROBERT MORRIS EDUCATION ASSOCIATION

by *Ruth M. Evans*  
President

by *Edward M. Franklin*  
Chairman of  
Professional Negotiations