

Contract no 629

**AGREEMENT
BETWEEN
THE BOARD OF EDUCATION OF THE BOROUGH OF OAKLYN
AND
THE OAKLYN EDUCATION ASSOCIATION
1991 - 1993**

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AGREEMENT

This AGREEMENT entered into this 9th day of December, 1991 between the BOARD OF EDUCATION OF THE BOROUGH OF OAKLYN, Camden County, New Jersey (hereinafter called the "BOARD") and OAKLYN EDUCATION ASSOCIATION, (hereinafter called the "Association").

WHEREAS, the Board has an obligation, pursuant to N.J. S. A. 34:13 A-1 et. seq. to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement;

NOW THEREFORE, it is on day and year first above written agreed by and between the parties in consideration of the mutual covenants as follows:

ARTICLE 1

RECOGNITION

- A. The Oaklyn Board of Education recognizes the Oaklyn Education Association as the exclusive majority representative as defined in Chapter 123, P.L. 1974 for all certified teaching staff members whether under contract or on a leave approved under this agreement, but excluding administrative and supervisory teaching staff members.
- B. Unless otherwise indicated, the term "teacher" and the term "employee" when used in this Agreement shall refer to all certified personnel under 10 or 12 month contract with the Board within the definition of A. above. References to male teachers shall include female teachers.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with N.J.S.A. 34:13 A-1 et seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. The Association must notify the Board in writing of its intention to commence negotiations, no later than 15 days prior to the start of negotiations. Negotiations shall commence no later than November 1, 1992, or as soon thereafter as practicable. 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. As many formal negotiation sessions as are necessary will be held by the representatives of the Board and the Association in order to reach a successor Agreement. It is understood that P.E.R.C. has the right to appoint a mediator in the event that the parties fail to achieve an agreement by 90 days prior to the Board's required budget submission date. The agenda for such sessions will be subject to mutual agreement and submitted to all parties prior to the next session. Neither party shall have control over the selection of the negotiating representatives of the other party.

- C. This Agreement shall not be modified in whole or in any part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3

TEACHER'S RIGHTS

- A. Pursuant to N.J.S.A. 34:13 A-1 et seq., the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and for mutual aid and protection. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by N.J.S.A. 34:13 A-1 et seq. or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any lawful activities of the Association or its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. 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.

ARTICLE 4

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs, together with public information which may be necessary for the Association to process any grievance or complaint.
- B. Whenever any representatives of the Association or any teacher participates during working hours in negotiations for a successor agreement with the Board or in a grievance proceeding initiated by him, he shall suffer no loss in pay.

- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings outside the school day with prior approval of the principal. The principal of the building in question shall be notified in advance of the time and place of all such meetings.
- D. The Association shall have the right to use school facilities and equipment for Association business, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use, and for all repairs necessitated as a result thereof.
- E. The Association shall have the right to use the intraschool mail facilities and school mailboxes as it deems necessary and without the approval of the principal or other members of the Administration.
- F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and no other organizations.

G. REPRESENTATION FEE

1. Purpose of Fee

Effective July 1, 1992, if any certified teaching staff member does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

3. Deduction and Transmission of Fee

a. Notification

On or about the 15 of September of each year the Board will submit to the Association, a list of all certified teaching staff members in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those certified teaching staff members who are required to pay the representation fee.

b. Payroll Deduction Schedule

The Board will deduct from the salaries of the certified teaching staff members referred to in section 3-a the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January and ending with the last paycheck in June.

c. Termination of Employment

Any member, or non-member paying a representation fee, who terminates his or her employment with the Board before the Association has received the full amount which it is entitled to, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Mechanics

Except as otherwise provided in this Article, the mechanics for transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

4. Indemnification and Save Harmless Provision

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits,

and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformity with this provision.

5. Demand and Return System

The obligation of the Board to deduct representation fees in accordance with this Article is expressly contingent upon the establishment by the Association of a "demand-and-return system" in accordance with law. The Association shall, on an annual basis, provide the Board with evidence of its establishment of a "demand-and-return system". The Board shall have no obligation, however, to satisfy itself that such "demand-and-return system" satisfies the requirements of law.

ARTICLE 5

BOARD RIGHTS

- A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of New Jersey, including, but without limiting the generality of the foregoing, the right;
1. To the executive management and administrative control of the school system, and its properties and facilities, and the activities of its employees;
 2. To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, to their dismissal or demotion; and to promote, and transfer such employees;

3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials, and the use of teaching aids of every kind and nature.
5. To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities, and there terms and conditions of employment.
6. The Board of Education retains the right to create the school calendar for each year. The calendar shall cover the period of time from September 1 to June 30th.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules and regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith; shall be limited only by specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with the applicable laws and regulations of the State of New Jersey.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Law, commonly known as Title 18A; the Administrative Code, commonly known as Title 6; or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE 6

GRIEVANCE PROCEDURE

- A. The term "grievance" means a complaint by any teacher or the Association 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 teacher.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

1. The failure or refusal of the Board to renew a contract of a nontenure teacher;
2. In matters where a method of review is prescribed by law, or by any rule, regulation, or by law of the State Commissioner .
3. In matters where the Board is without authority to act.
4. In matters involving the sole and unlimited discretion of the Board;
5. In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion a further review of the Board's action is available to teachers under provisions of State Law.

The term "representative" shall refer to the Oaklyn Education Association.

The "aggrieved person" is the person or persons making the claim.

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 the claim.

- B. 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. Any grievant shall institute action under the provisions hereof within fifteen (15) calendar days of the occurrence complained of, or within fifteen (15) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) day period shall be deemed to constitute abandonment of the grievance.
 1. A grievant processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

2. In the representation of a grievance, the grievant shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
3. Whenever the grievant appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
4. A grievant shall first discuss his grievance orally with the principal. The principal will endeavor to resolve such grievance or problem promptly; if, at the conclusion of one calendar week, the principal has been unable to resolve the grievance to the satisfaction of all concerned, the problem will be reduced to writing by the grievant and submitted to the principal who will submit to the Superintendent on the same day his written version of the grievance and his action to date.
5. Within five (5) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
6. Within five (5) days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall in writing, advise the grievant and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal.
7. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraph 5 and 6, or in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the Superintendent shall schedule a meeting with the parties concerned and the Board at its next scheduled meeting.
8. Where an appeal is taken to the Board, there shall be submitted by the grievant the writing set forth in Paragraph 4, and a further statement in writing setting forth the grievant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

9. A grievant appealing to the Board may submit written materials in support of his application provided however that the same shall be served upon the adverse parties at least ten (10) days prior to the hearing.
10. The Board shall make a determination within five (5) days from the hearing thereon and shall in writing notify the grievant, his representative if there be one, the principal and the Superintendent of its determination. This time may be extended by mutual agreement of the parties.
11. a. Only on issues involving allegations of a violation of the specific terms of this agreement, the Association, at the request and with the approval of the grievant, may proceed to advisory arbitration. Request shall be made known to the Superintendent and the Board no later than two (2) weeks after the decision was made to request the advisory arbitration.
- b. The arbitrator will be selected by the parties mutually agreeing on the name of an arbitrator but if agreement cannot be reached then the grievant may invoke the procedure of the Public Relations Employment Relations Commission or American Arbitration Association with respect to the selection of any advisory arbitrator.
- c. The advisory arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education.
- d. The recommendations of the arbitrator will be for advisory purposes only and will not be binding on the Board.
- e. Only the Board, the grievant and his representative shall be given copies of the arbitrator's advice.
- f. Costs:
 - (1) The fees and expenses of the arbitrator shall be paid by the losing party. (Other costs each party will bear the cost incurred by themselves).

- (2) If the decision is split, the fees and expenses of the arbitrator will be shared equally.
 - (3) Arbitration proceedings shall not take place during the school day. If this is not possible the teacher shall suffer no loss in pay.
12. It is understood that teachers shall, during and notwithstanding the pending 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.
13. Since it is important that grievances 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 extended by mutual agreement.
14. In the event a grievance is filed at such time that it cannot be processed through all steps in the 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 a party 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 practicable.
15. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.
16. If, in the judgment of the Association a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

ARTICLE 7

FAIR DISMISSAL PROCEDURE

- A. On or before April 30th of each year, the Board shall give to each nontenure teacher continuously employed by it since the preceding September 30th either:
1. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
 2. A written notice that such employment shall not be offered.
- B. Any nontenured teacher who receives a notice of nonemployment may, in writing, request a statement of reasons for such nonemployment from the Superintendent, which statement shall be given to the teacher in writing.
- C. If the teacher desires to accept such employment he shall notify the Board of such acceptance, in writing, on or before June 1st of the same year.

ARTICLE 8

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly. The use of eavesdropping, public address, audio systems, cameras, and similar surveillance devices shall be strictly prohibited.

A teacher shall be given a copy of all class visit or evaluation reports prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to 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. The teacher's signature indicates only that he has read the evaluation.

A teacher shall have the right, upon request, to review the contents of his personnel file.

- B. Prior to any annual evaluation report, the immediate supervisor of a nontenured teacher shall have had appropriate communication, including but not limited to, all steps listed below, with said teacher regarding his performance as a teacher.

Supervisory reports shall be presented to nonsupervisory personnel by the principal or counterpart supervisor periodically in accordance with the following procedures:

1. Such reports shall be issued in the name of the appropriate supervisor based on a compilation of reports, of observations, and of discussions with any or all supervisory personnel who came into contact with the teacher in a supervisory capacity.
2. Such reports shall be addressed to the teacher.
3. Such reports shall be written in a narrative form and shall include when pertinent:
 - a. Strengths of the teacher as evidenced during the period since the previous report.
 - b. Weaknesses of the teacher as evidenced during the period since the previous report.
 - c. Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.
4. Attempts should be made to report on nontenured teachers at least three (3) times each year; the first not later than October 30th, and the last not later than April 30th.
5. Attempt should be made to report on tenure teachers at least once each year, not later than April 30th.

ARTICLE 9

TEACHER WORK YEAR

- A. The in-school work year for teachers employed on a ten (10) month basis shall consist of maximum of 186 days. Two (2) days shall be non-pupil contact days, one (1) before the opening and one (1) after the closing of school. There shall be a minimum of 180 pupil contact days and an additional four (4) optional days that may or may not be pupil contact at the discretion of the Board.
- B. Where any teacher has not finished his check-out schedule by as reasonable hour on the last day of the in-school work year, he may be required by the Superintendent to return for the number of reasonable working days required to complete his check-out schedule.

ARTICLE 10

TEACHING HOURS AND TEACHING LOAD

- A. Effective September 1992 no teacher shall be required to report for duty earlier than 8:00 a.m., nor shall be required to remain in school longer than thirty (30) minutes after the close of the pupil day.
- B. The Administration shall make every reasonable effort, within the limits of practicability and within the ability to properly schedule a pupil day, not to schedule a teacher to teach continuously for more than four (4) periods for Junior High teachers, or three (3) hours for elementary teachers.
- C. The Administration shall make every reasonable effort, within the limits of practicability and within the ability to properly schedule a pupil day, to provide for each teaching staff member one (1) duty free lunch and one (1) period of preparation per day. Effective September 1, 1990 teachers will be compensated for any lost preparation period at a rate of 1/7th the cost of substitute pay for a 45 minute period or a pro-rated amount thereof for periods of less or more minutes.
- D. The Administration shall establish committees, when a need arises, for evaluation of the curriculum and extra-curricular activities. Statement of need may be initiated by teachers as well as the Administration. By June 1st of each year a list of committees will be

posted on the central office bulletin board, and teachers will be given a one week period to volunteer before any assignments are made.

- E. All elementary teachers will be permitted to leave at the end of the elementary school day on any day when evening conferences are to be held, if no afternoon conferences are scheduled for said teacher.
- F. Effective December, 1990 dismissal on the last working day before Winter Break shall be 1:00 pm.

ARTICLE 11

SALARY

- A. It is agreed that salaries for all certified personnel for the 1991-92 school year shall be shown on Schedule "A" hereto annexed.
- B. It is agreed that salaries for all certified personnel for the 1992-93 year shall be subject to negotiation pursuant to Article 2, A. and Article 21,B.
- C. The Board shall establish interest-bearing accounts for each teacher who participates in the summer savings plan.

ARTICLE 12

EXTRA-CURRICULAR COMPENSATION

- A. Extra-curricular assignments are designated at the following levels:

LEVEL 1

Boys J.V. Baseball Coach (1)
Boys J.V. Soccer Coach (1)
Boys J.V. Basketball Coach (1)
Girls J.V. Field Hockey Coach (1)
Girls J.V. Basketball Coach (1)
Girls J.V. Softball Coach (1)
Safety Patrol Advisor (2)
Choral Group Sponsor (1)
Cheerleading Advisor (1)
Newspaper Advisor (1)
Audio-Visual Aids Coordinator (2)
Band Director (1)
Yearbook Advisor (2)
Sports Coordinator (1)

LEVEL 11

FHA (1)
Student Council Advisor (2)
Girls Varsity Field Hockey Coach (1)
Girls Varsity Softball Coach (1)
Girls Varsity Basketball Coach (1)
Boys Varsity Basketball Coach (1)
Boys Varsity Soccer Coach (1)
Boys Varsity Baseball Coach (1)
Computers (2)

Designation of a team as "Boys" or "Girls" is merely for identification, and does not imply the exclusion of any student, either boy or girl, from said team.

- B. Extra-Curricular assignments are to be paid at the levels indicated below for the 1991-92 school year.

| | 91-92 | 92-93 |
|----------|-----------|-----------|
| Level 1 | \$1066.00 | \$1154.00 |
| Level 11 | \$1213.00 | \$1313.00 |

- C. It is agreed that salaries for extra-curricular assignments for the 1993-94 school year shall be subject to negotiation pursuant to Article 2, A. and Article 21, B.
- D. Subject to approval by the Board, the Superintendent shall have the authority to designate alternates for non-functioning activities within the prescribed levels of extra-curricular compensation.

ARTICLE 13

INSURANCE PROTECTION

- A. For the 1991-92 school year the Board will continue to pay 100% of the cost of medical-surgical and \$100 deductible major medical for full time employees and eligible enrolled dependents.

Effective July 1, 1992 the Board will continue to pay 100% of the cost of medical-surgical and \$100. deductible major medical for all bargaining unit members on staff prior to June 30, 1992. New full time members to the bargaining unit after June 30, 1992 the Board will pay

100% of the cost of single coverage only. Eligible dependent coverage, through the group, may be purchased at the employees expense.

- B. Any employee not eligible for health insurance because enrolled in a medical-surgical plan through his or her spouse, may be enrolled at the Board expense in the Washington National Insurance Company Class C Disability Income Plan. Any such employee may select a higher class of coverage than Class C provided he shall be responsible for any costs in excess of the cost borne by the Board for class C coverage. Any employee enrolled in the health insurance plan as outlined in A or B above may also elect at his own expense to be enrolled in the Washington National Insurance Disability Income Plan.

Effective July 1, 1992 plan coverage increases to Class E coverage in lieu of Class C coverage.

- C. New personnel shall make such election within thirty (30) days after signing their contract. Coverage changes or enrollment at a date other than that of initial employment will be subject to approval of the health insurance company.
- D. The Board shall pay one hundred percent (100%) of the cost of full family \$2.00 deductible prescription coverage for full time employees for the 1991-92 school year.

Effective July 1, 1992 the \$2.00 deductible is increased to \$6.00 (\$3.00 generic). The Board will continue to pay 100% of the cost of full family coverage for all bargaining unit members on staff prior to June 30, 1992.

Effective July 1, 1992 for all new full time members to the bargaining unit the Board will pay 100% of the cost of single coverage only. Eligible dependents coverage, through the group, may be purchased at the employee's expense.

- E. There shall be a family dental plan. The plan shall be available to full-time employees. The maximum Board contribution towards said plan each year of this agreement shall not exceed:

| | |
|--------------|-------------------------------|
| Family - | \$520.00 per covered employee |
| Husband/Wife | \$314.00 per covered employee |
| Single- | \$184.00 per covered employee |

For the 1991-92 and 1992-93 year the dental payroll deduction shall remain at the 1990-91 level. Effective July 1, 1992 for all new full time members of the bargaining unit the Board will pay the premium for Single coverage only (less any payroll deduction). Eligible dependent coverage, through the group, may be purchased at the members expense.

ARTICLE 14

TEACHER ASSIGNMENT

- A. All teachers shall be given written notice of their class and/or subject assignments and room assignments for the forthcoming years as soon as possible.
- B. The Superintendent shall notify all newly appointed personnel as to their specific positions, subject area and/or grade level as soon as practicable.

ARTICLE 15

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. The Superintendent shall deliver to the Association and post in the school building a list of the known vacancies.
- B. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned.

ARTICLE 16

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to a teacher as soon as practicable.

ARTICLE 17

LEAVES OF ABSENCE

- A. All full time teachers shall be entitled to ten (10) sick leave days during the school year. Any unused sick leave days shall be accumulative to be used for additional sick leave as needed in subsequent years.
- B. Commencing September 1, 1990 accumulated sick days may be paid at the rate of \$20.00 per day with a maximum of \$1,250.00 after ten (10) working years in the district, upon retirement, permanent disability, death or resignation.
- C. A maximum of five (5) days leave with pay per year shall be granted for a death in the immediate family. Immediate family shall be defined as spouse, child, father, mother, brother, sister or any member of the immediate household. An additional sufficient number of days will be allowed at the discretion of the Superintendent if death occurs to a spouse or child. One day leave with pay per year shall be granted for death of a close friend or another relative not a member of the immediate family. No unused days shall be accumulated for use in another school year.
- D. A maximum of three (3) days leave per year with pay shall be granted for the occurrence of a serious illness in the immediate family. Immediate family shall be defined to include spouse, child, father, mother, brother, sister, or any member of the immediate household. No unused days shall be accumulative for use in another school year.
- E. Any teacher shall be given such allowance of time with pay as is absolutely necessary, with prior approval of the Superintendent, for any of the following personal matters:
 - 1. Court Subpoena
 - 2. A recognized religious holiday
 - 3. Marriage of self or marriage in the immediate family.
 - 4. Serious personal business which cannot be handled outside the school hours.

5. Any other emergency or urgent reason not included in 1 to 4 above or any combination of the above if approved by the Superintendent.
- F. Any regularly appointed teacher should notify the Superintendent of her pregnancy as soon as it is medically confirmed and not later than five (5) months prior to the expected birth. The Board shall not remove any teacher from her duties during pregnancy except on any one of the following basis:
1. Performance: Her teacher performance has substantially declined from the time immediately prior to her pregnancy.
 2. Physical incapacity: Her physical condition or capacity is such that her health would be impaired if she were to continue teaching, and which physical incapacity shall be deemed to exist only if:
 - a. the pregnant teacher fails to produce a certificate from her physician that she is medically able to continue teaching, or
 - b. the Board of Education's physician and the teacher's physician agree that she cannot continue teaching or,
 - c. following any difference of medical opinion between the Board's physician and the teacher's physician, the Board may request expert consultation in which case a third impartial physician agreed upon by the teacher and the Board, shall be appointed to examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the teacher and the Board.
 3. Just cause: Any other "just cause" as defined in NJSA Title 18A.
- G. The Board shall grant maternity leaves of absence without pay to pregnant teachers under the following terms and conditions:
1. Any tenured or non-tenured teacher seeking a leave of absence for pregnancy shall make application to the Board or its authorized agent at least sixty (60) days prior to the commencement date of the requested leave of absence. The Board shall grant

such leave of absence with the requested commencement date, which commencement date may be any time prior to birth.

2. Any tenured or non-tenured teacher may return to work within the school year in which her leave begins, provided she shall have requested to do so in her application for a leave of absence and shall have specified the month when she desires to return. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. Such extension or reduction may be granted by the Board for an additional period of time for reasons associated with the pregnancy or birth or for the proper cause provided that such extension or reduction will not substantially interfere with administration of the school.
3. The Board shall not be required to extend the leave of non-tenured teachers beyond the school year for which they were hired. Non-tenured teachers wishing to return for the following school year shall be considered by the Board for re-employment for the following year.
4. Any tenured teacher may return to work subsequent to the school year in which her leave begins, provided she shall have requested to do so in her application for a leave of absence. Any such teacher shall be permitted to return to work at the beginning of any of the two school years following the school year in which her leave commences, provided such teacher has given the Board written notice of her intention to do so not less than six (6) months prior to the beginning of the school year in which she wishes to return.

Except as otherwise provided in the Article, no tenured or non-tenured teacher shall be barred from returning to work after the birth of her child by any prescribed waiting period between the date of birth and the date of return to work, however, each such teacher shall be required to file, at least two weeks prior to the date of return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician stating that she is physically capable of resuming her full duties, provided that if the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as set forth in paragraph F.2.c. of this Article.

Any teacher granted a leave of absence under this Article shall be eligible for an increment in the following year (or in a subsequent year in which she actually returns from such leave) provided she has completed at least five (5) months of work during the school year in which the leave commences.

- B. Any teacher adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant child, or earlier if necessary to fulfill the requirements of the adoption. Tenured teachers shall receive the same time limits and benefits as the above tenure policy. For non-tenured teachers the Board shall not be required to extend the leave beyond the school year for which they were hired.

- I. A teacher serving seven (7) or more consecutive years in the Oaklyn system may be entitled to a non-paid educational leave of absence for a period of one (1) year under the following conditions and limitations.
 - 1. Subject to Board approval.
 - 2. The individual must approach the Administration with written application prior to February 1 of the school year preceding the year of leave.
 - 3. By February 1 of the leave year the teacher must notify the Administration in writing of his intent to return.
 - 4. Upon return to the Oaklyn School system, the teacher will be placed upon the appropriate step of the salary scale as if no absence had occurred.

- J. Effective September 1, 1988 all full time teachers having no sick days used for the current school year will receive a \$200.00 bonus. This bonus will be paid on June 30 of the school year in which the exemplary attendance occurred.

ARTICLE 18

PROFESSIONAL DEVELOPMENT

- A. There shall be a tuition reimbursement system for certified teachers. Reimbursement shall occur as follows:
 - 1. The teacher must enroll in a course related to the grade level or subject area taught.

2. The teacher must have received prior, written approval of the course from the Superintendent, whose decision shall be final.
 3. The teacher must present the Superintendent with a completed course receipt and must receive a minimum grade of "B".
 4. Reimbursement shall be made to the teacher upon his/her return to the Oaklyn School system the fiscal year following the completion of the course.
- B. The Board's liability under the terms of A. above shall be as follows:
1. Reimbursement is limited to the actual tuition charged for the course.
 2. Effective September 1, 1988 there shall be a maximum reimbursement to a teacher of \$1,000.00 in a September 1 through August 31 period.
 3. Effective September 1, 1991 there shall be a maximum reimbursement to all certified teachers in the unit of \$4500.00 in 1991-92 and \$4500.00 in 1992-93 school year. Payment will be made to teachers upon presentation of documentation as noted above.

ARTICLE 19

REDUCTION IN FORCE

- A. If a reduction-in-force is being considered, the Board, via the Superintendent, shall notify the Association as soon as practicable but not less than sixty (60) days before the layoff is to take place.
- B. Tenure teachers on layoff shall be considered as awaiting recall.
- C. All tenure teachers on layoff and the Association shall receive written notice of the deadline time for them to exercise recall rights at least sixty (60) days before such deadline.

ARTICLE 20

MISCELLANEOUS PROVISIONS

- A. 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 hiring, training, assignment, promotion, transfer or discipline of teachers or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.
- 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. Effective July, 1988 the following "No Strike Clause" is included:

"The Association covenants for itself, its officers and representatives and its members not to engage in, authorize, promote, aid, encourage, or condone any strike, work stoppage, walk-out or work refusal (hereinafter called job action). No employee included within this bargaining unit shall engage in any such "job action". Resort to any such "job action" by the Association, its officers, representatives or members or by any such employee shall be violative of this Agreement. In furtherance of this covenant, the Association pledges to actively discourage and to take whatever affirmative steps are necessary to prevent or terminate any such "job action" by its members.

This covenant shall be equally applicable to any such "job action" by the Association or its members in support of any "job action" by any other employee union or group of employees.

This covenant shall be effective during the term of this Agreement and shall continue in force after the expiration of the term of this Agreement during any period prior to the execution of a successor Agreement.

Nothing contained herein shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to.

The Board of Education agrees that it shall not lock out any employee during the terms of this agreement.

- D. Three copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be available for review by all teachers now employed, hereafter employed, or considered for employment by the Board.
- E. 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 in writing at the following address:
 - 1. If by Association, to the Board at
Board Office
Oaklyn Public School
Kendall Blvd.
Oaklyn, N.J. 08107
 - 2. If by Board to the
President of the Association at his school address
or at his home address during Christmas, spring and
summer vacations.

ARTICLE 21

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1992, and shall be in effect until June 30, 1993.
- B. The parties agree to reopen negotiations pursuant to Article 2, A.

IN WITNESS THEREOF, The Board of Education of the Borough of Oaklyn, Camden County, New Jersey and the Oaklyn Education Association, have caused these presents to be signed by their proper officers and their respective Corporate Seals to be annexed hereto this day of 1992.

OAKLYN BOARD OF
EDUCATION

William T. Atant
President

[Signature]
Secretary

OAKLYN EDUCATION
ASSOCIATION

Joseph W. Powell
President

Joseph W. Powell
Negotiating Chairperson

SCHEDULE A1991-92 SALARY SCHEDULE

| STEP | YEARS | BA | BA+30 | MA | MA+30 | DR |
|------|-------|---------|---------|---------|---------|---------|
| 1 | 1-3 | 22,913. | 23,501. | 24,088. | 24,676. | 25,574. |
| 2 | 4 | 24,736. | 25,371. | 26,005. | 26,640. | 27,720. |
| 3 | 5 | 26,963. | 27,654. | 28,346. | 29,038. | 30,118. |
| 4 | 6 | 28,359. | 29,052. | 29,744. | 30,436. | 31,516. |
| 5 | 7-10 | 29,204. | 29,895. | 30,589. | 31,280. | 32,360. |
| 6 | 11-13 | 29,758. | 30,449. | 31,143. | 31,834. | 32,914. |
| 7 | 14-16 | 30,757. | 31,453. | 32,150. | 32,845. | 33,925. |
| 8 | 17 | 32,736. | 33,432. | 34,130. | 34,825. | 35,905. |
| 9 | 18-19 | 34,717. | 36,113. | 37,507. | 38,902. | 39,982. |
| 10 | 20 | 36,741. | 38,135. | 39,530. | 40,925. | 42,005. |
| 11 | 21 | 37,923. | 39,320. | 41,135. | 42,529. | 43,609. |
| 12 | 22 | 39,389. | 40,785. | 42,180. | 43,573. | 44,653. |
| 13 | 23-24 | 41,203. | 42,597. | 43,992. | 45,388. | 46,468. |
| 13+1 | 25-26 | 43,016. | 44,411. | 45,805. | 47,200. | |
| 13+2 | 27-28 | 44,879. | 46,272. | 47,667. | 49,061. | |
| 13+3 | 29 | 49,141. | 50,531. | 51,930. | 53,330. | |

SCHEDULE B

1992-93 SALARY SCHEDULE

| STEP | YEARS | BA | BA+30 | MA | MA+30 | DR |
|------|-------|---------|---------|---------|---------|---------|
| 1 | 1 | 24,000. | 24,500. | 25,500. | 26,000. | 27,000. |
| 2 | 2-4 | 24,803. | 25,440. | 26,075. | 26,712. | 27,684. |
| 3 | 5 | 26,808. | 27,495. | 28,181. | 28,869. | 30,038. |
| 4 | 6 | 29,218. | 29,966. | 30,715. | 31,464. | 32,634. |
| 5 | 7 | 30,729. | 31,480. | 32,229. | 32,978. | 34,147. |
| 6 | 8-11 | 31,644. | 32,392. | 33,143. | 33,891. | 35,061. |
| 7 | 12-14 | 32,244. | 32,992. | 33,743. | 34,491. | 35,660. |
| 8 | 15-17 | 33,325. | 34,079. | 34,833. | 35,586. | 36,755. |
| 9 | 18 | 35,468. | 36,221. | 36,977. | 37,729. | 38,898. |
| 10 | 19-20 | 37,612. | 39,123. | 40,632. | 42,142. | 43,311. |
| 11 | 21 | 39,803. | 41,312. | 42,822. | 44,332. | 45,501. |
| 12 | 22 | 41,085. | 42,595. | 44,559. | 46,068. | 47,238. |
| 13 | 23 | 42,669. | 44,181. | 45,691. | 47,199. | 48,368. |
| 13+1 | 24-25 | 44,633. | 46,142. | 47,652. | 49,163. | 50,332. |
| 13+2 | 26-27 | 46,596. | 48,106. | 49,615. | 51,125. | |
| 13+3 | 28-29 | 48,612. | 50,120. | 51,630. | 53,139. | |
| 13+4 | 30 | 52,110. | 53,593. | 55,076. | 56,560. | |