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P.E.P.C.

AGREEMENT

between

BROOKLAWN BOARD OF EDUCATION

and

BROOKLAWN EDUCATION ASSOCIATION

1976 - 1977



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Labor Relations

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PREAMBLE

This agreement between the Brooklawn Board of Education (hereinafter referred to as the Board) and the Brooklawn Education Association (hereinafter referred to as the Association) in behalf of the members of the bargaining unit employed in the Brooklawn Public School District is entered into as follows:

ARTICLE I - OBJECTIVES OF THIS AGREEMENT

A. The Board and the Association recognize that providing a quality education for the students of the Brooklawn Public School District is their primary aim.

B. To set forth in this agreement salaries, and other terms and conditions for employment for the members of the bargaining unit and to provide orderly and harmonious collective bargaining relations between the parties.

ARTICLE II - RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning salaries and other terms and conditions for employment for the teachers covered by this agreement.

B. As used herein, the term "teachers" shall refer only to all classroom and special subject teachers and the School Nurse under contract with the Board. References to male teachers shall include female teachers.

ARTICLE III - NEGOTIATION OF A SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, as amended, in a good-faith effort to reach agreement on all matters concerning salaries and other terms and conditions of employment. Such negotiations shall begin for the calendar year following the expiration of this agreement according to the Rules and Regulations of the New Jersey Public Employment Relations Commission.

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 IV - BOARD OF EDUCATION RIGHTS

A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the rights, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations (a) to direct employees of the School District; (b) to hire, promote, transfer, assign, and retain employees in positions in the School District, and for just cause, to suspend, demote, discharge, or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the School District operations entrusted to them; (e) to determine the methods, means, and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

B. The parties to this agreement agree that the agreement itself constitutes a mutual pledge to resolve all disputes through the grievance and arbitration procedure without termination of the continuity of operations by either party during the tenure of the agreement.

ARTICLE V - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this 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 Association making the claim.

B. Time Limits

Failure at any step of this procedure to communicate the decision on a grievance within the time limits specified shall permit the grievant to proceed to the next step. Failure of the grievant, at any step of this procedure to appeal a grievance to the next step within the time limits specified shall be deemed to be acceptance of the decision rendered at that step. Time limits may be modified by mutual consent of the parties.

C. Rights of Representation

Any grievant may be represented after Step Three of the Grievance Procedure by himself, or at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present to state its views at all stages of the grievance procedure.

D. Costs

Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

E. Procedure

1. A grievance may be filed by an individual teacher, a group of teachers, or by the Association.
2. Within two school days of the occurrence of the alleged grievance, the grievant shall discuss the matter informally with the administrative principal.
3. If the matter is not resolved to the satisfaction of the grievant within five school days, the grievant shall submit the grievance in writing to the Administrative Principal. The written grievance shall specify:
 - a) the nature of the grievance;
 - b) the nature and extent of the injury, loss, or inconvenience;
 - c) the results of previous discussions and the dissatisfaction with decisions previously rendered; and
 - d) the relief sought.

The administrative principal shall communicate his decision in writing to the grievant within ten (10) school days of the receipt of the written grievance.

4. If the decision of the administrative principal rendered in step three does not resolve the grievance to the satisfaction of the grievant, a written appeal shall be made within five (5) school days to the President of the Board of Education. The grievant shall attach all pertinent documents and materials to such appeal.

5. Within fifteen school days, the President of the Board of Education shall convene a hearing of all the members of the Board. At such hearing, the grievant shall present such information as is relevant to the grievance. Within ten (10) school days the Board shall render in writing to the grievant its decision regarding the disposition of the grievance.
6. If the decision of the Board of Education rendered in Step Five does not resolve the matter to the satisfaction of the grievant, within five (5) school days the grievant shall notify the Board of Education of its desire to submit the grievance to arbitration.
 - a) Both parties shall make an attempt to secure a mutually acceptable arbitrator.
 - b) If the parties are unable to agree upon a mutually acceptable arbitrator or are unable to obtain a commitment from a mutually acceptable arbitrator within ten (10) school days, either party may make a request to the American Arbitration Association for selection of an arbitrator. The parties shall be bound by the Voluntary Labor Arbitration Rules of the American Arbitration Association. In cases where a mutually acceptable arbitrator is secured, he shall be bound by the same rules, except for such portions which require notification of other than the immediate parties concerning the conduct of the grievance.
 - c) The arbitrator shall limit himself to the issues submitted to him and shall add nothing to nor subtract anything from the Agreement between the parties, any policy of the Board of Education, or make any decision contrary to law.
 - d) The findings and award of the arbitrator shall be final and binding upon both parties.

ARTICLE VI - TEACHERS' RIGHTS

A. Rights and Protection in Representation. Every teacher shall have the enjoyment of any rights and the protection in representation of Chapter 303, Public Laws of 1968, as amended, and other laws of New Jersey or the Constitutions of New Jersey and the United States.

B. Evaluation of Students. The teacher shall maintain the right and responsibility to determine grades of students within the grading policies of the Brooklawn Public School district, based upon the professional judgment of available criteria pertinent to any given subject area or activity for which the teacher is responsible. Grades may be changed by the Administrative Principal only after a conference has been held with the teacher issuing that grade.

The teacher shall retain the right to recommend to the Administrative Principal all social groupings, academic groupings and placement, and referrals for individual testing of students.

C. Preparation Period. Teachers will have the free use of the time when their regularly scheduled class is scheduled for music, to pursue activities directly relating to their professional responsibilities.

ARTICLE VII - ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association a list of the names and addresses of all teachers, the minutes of all public Board meetings and to make available to the Association other public information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the teachers and their students.

B. Use of School Buildings. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Administrative Principal shall be notified in advance of the time and place of all such meetings, and his approval shall be required.

C. Use of School Equipment. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable time when such equipment is not otherwise in use. The 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. Approval must first be obtained from the principal. No such equipment shall be removed from the school building.

ARTICLE VIII - TEACHER WORK YEAR

A. Prior to March 1, 1977 the Association shall meet with the Administrative Principal and submit through him to the Board its recommendation for the succeeding year school calendar.

B. The Board, in determining the succeeding school year calendar, shall consider the recommendation of the Association prior to the adoption of the official calendar.

C. The in school work year for teachers employed on a ten (10) month basis (other than new personnel who may be required to attend additional orientation days) shall not exceed 185 days.

D. The in-school work year shall include days when pupils are in session, orientation days and any other days

when teachers attendance is required.

ARTICLE IX - TEACHING LOAD

Educators are generally agreed that good teaching requires that limits be set on the number of students in a class. In order that the education offered by the Alice Costello Public School will be comparable in equality to that in other public school systems, the Board agrees to hold pupil limit to thirty-five (35) per classroom. In the event that the trend is toward increased enrollment the Board and the Association shall meet to discuss possible solutions to this problem.

ARTICLE X - SALARIES AND ASSIGNMENTS

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

B. Ten (10) Month Method of Payment

Each teacher employed on a 10 month basis shall be paid in 20 equal semi-monthly installments.

C. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15.

D. Teachers shall receive their final pay checks provided they have completed all of their professional responsibilities.

E. Placement on and Adjustment to Salary Schedule. Each teacher shall be placed on his proper step of the salary Schedule "A" as of the beginning of the 1976-77 school year. Any teacher employed more than one-half ($\frac{1}{2}$) school year shall receive credit on the salary schedule for one full year of experience.

F. All teachers shall be given written notice of their salary schedules, class assignments for the forth coming year no later than May 1.

ARTICLE XI - VOLUNTARY AND INVOLUNTARY TRANSFERS AND ASSIGNMENTS

No positions can be filled until the following steps are complied with:

No later than April 1 of each school year, the Administrative Principal shall make available to the Association and post in all school buildings a list of known unfilled positions, which he expects to fill prior to the opening of school in September.

Revisions of the aforementioned list will be made as May 1 and June 1. Teachers who desire a change in grade and/or subject assignments may file a written statement of such desire with the Administrative Principal not later than May 1. Such statements shall include the grade and/or subject to which the teacher desires to be assigned, in order of preference. The final decision pertaining to assignments rests with the Administrative Principal, after evaluation of teachers qualifications, experience, and seniority. Upon reaching his decision, the Principal shall so notify the employees involved.

As soon as practical, and no later than the last two weeks of school, the Administrative Principal shall post in school and make available to the Association President, a system wide roster showing the names and tentative assignments of all personnel. In the event of change of assignment, the teacher involved will be notified at the earliest possible time. Upon request of the teacher, a consultation with the Administrative Principal or his designee will be held.

ARTICLE XII - TEACHER EVALUATION

Non-tenure teachers shall be evaluated no less than three (3) times during each school year and tenure teachers shall be evaluated no less than two (2) times during each school year by the Administrative Principal. These evaluations are to be followed in each instance by a written evaluation report and by a conference between the teacher and the Administrative Principal for the purpose of identifying any deficiencies, extending assistance for their correction, and improving instruction.

ARTICLE XIII - SICK LEAVE

Sick leave shall be ten days for non-tenure teachers and 15 days for tenure teachers each year. Unused days are accumulative in accordance to State Law.

ARTICLE XIV - TEMPORARY LEAVES OF ABSENCE

A. Types of Leaves. Teachers shall be entitled to the following temporary leaves of absence with full pay: 1) Personal Business Days - Each teacher may have up to two 2) Days of leave for personal business. Unused personal business days shall be accumulated as sick leave. A personal business day shall be defined as a day which an employee may be absent from work because of personal business which cannot be transacted except during normal school hours or because of an emergency situation directly or indirectly effecting the employee. Requests for personal business

days shall be made no less than one day previous to the day of the leave, except in cases when an immediate emergency occurs. All requests for personal business days shall be approved by the Administrative Principal in advance of such leave. 2) Death in the Family - For a death in the teacher's family a leave of absence shall be granted as follows: a) five consecutive calendar days (of which one must be the day of the funeral) for the spouse, mother, mother-in-law, father, father-in-law, and son or daughter; b) three consecutive calendar days (of which one must be the day of the funeral) for the grandmother, grandfather, brother or sister. 3) Religious Holidays - Absence of teachers for religious holidays shall be in accordance with Title 18A, N.J.S.A. 4) Additional Personal Business Days - Each teacher may be granted three additional personal business days at a deduction in salary equal to the cost of a substitute. Any additional days taken beyond the three specified herein will be at a reduction of 1/200 of the yearly salary, for each day not worked.

B. Good Cause. Other leaves of absence without pay may be granted by the Board for good cause.

ARTICLE XV - INSURANCE

The Board shall pay the full cost for each employee and dependents of Blue Cross, Blue Shield, Rider J, and Major Medical benefits. Provided teachers meet the requirements for group membership, they may elect to have the Washington National Insurance Coverage Plan IV in lieu of the above.

ARTICLE XVI - PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

The Board of Education will grant reimbursement for college credits up to fifty percent (50%) of cost to a maximum of \$350 dollars, including the cost of books. Such credits must be beyond initial teacher certification or at the graduate level. If the teacher desires reimbursement for courses completed under this provision, an official college record showing successful completion of the specified courses must be presented to the Administrative Principal before reimbursement will be made by the Board.

ARTICLE XVII - MISCELLANEOUS PROVISIONS

This agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

If any provision of this agreement, or any application of this agreement to any employee or groups of employees is held to be contrary to law then such provisions or applications shall not render the entire contract void or invalid, but all other provision or applications shall continue in full force and effect.

Upon retiring from the Brooklawn Public School District after a minimum of twenty years service as a teacher in that district, a teacher will be granted by the Board of Education fifteen dollars (\$15) for each unused day of accumulated sick leave. Such payments shall be no more than twenty-five hundred (\$2500) dollars.

This agreement shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1977, subject to the Association's right to negotiate over a successor agreement as provided in ARTICLE III. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective presidents and attested to by their respective secretaries.

BROOKLAWN BOARD OF EDUCATION

BROOKLAWN EDUCATION ASSOCIATION

BY: *F. H. Flowers*
PRESIDENT

BY: *Judith C. Harty*
PRESIDENT

ATTEST: *Ralph Garrison*
SECRETARY

ATTEST: *Frank Cardonick*
SECRETARY

DATE: 4-13-76

DATE: 4-13-76

SCHEDULE A
TEACHER'S SALARY SCHEDULE
 1976 - 77

Step	Bachelor's	+15	+30	Master's	+15	+30
1	10150	10300	10450	10750	10900	11050
2	10450	10600	10750	11050	11200	11350
3	10750	10900	11050	11350	11500	11650
4	11050	11200	11350	11650	11800	11950
5	11350	11500	11650	11950	12100	12250
6	11750	11900	12050	12350	12500	12650
7	12050	12200	12350	12650	12800	12950
8	12350	12500	12650	12950	13100	13250
9	12750	12900	13050	13350	13500	13650
10	13150	13300	13450	13750	13900	14050
11	13550	13700	13850	14150	14300	14450
12	13950	14100	14250	14550	14700	14850
13	14450	14600	14750	15050	15200	15350
14	14950	15100	15250	15550	15700	15850

A service increment of one hundred dollars (\$100.00) shall be granted, commencing with the seventeenth (17th) year of continuous employment and each three years thereafter up to and including the forty fourth (44th) year of continuous employment by the Brooklawn Board of Education.