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Agreement

Between the

~~Carlsbad Board of Education~~

and the

~~Carlsbad Teachers Association~~

for the

~~1976-77 School Year~~

LIBRARY
Institute of Management and
Labor Relations

OCT 19 1976

RUTGERS UNIVERSITY

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PREAMBLE

This agreement entered into this 18th day of March 1976, between the Board of Education of the Borough of Carlstadt, Bergen County, New Jersey, hereinafter called the "Board" and the Carlstadt Teachers Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association, during the lifetime of this agreement, as the exclusive representative for collective negotiation concerning the terms and conditions of employment for all certificated teacher personnel, excluding:

Principals

Psychologist

Social Worker

Nurse

Substitute Teachers

All non-certificated personnel

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiation over a successor agreement in a good faith effort to reach agreement. When a contract is reached, it shall apply to all teachers for whom the Association is authorized to negotiate, be reduced to writing, ratified and adopted by both parties, and signed by authorized representatives of both parties.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and

counter-proposals. The Board shall make available to the Association, for review, pertinent public records, data and information of the Carlstadt School District. The Association, likewise, shall make available to the Board, for review, pertinent public records, data and information of the Association.

C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. Both parties shall be empowered to consider tentative proposals, to make tentative proposals, and to make tentative counter-proposals during negotiations. Final contract must be ratified and adopted by both parties before signing of contract.

D. The Association and the Board negotiating units will schedule meetings at the convenience of both units for the purpose of negotiating said contract. Each party, whenever possible, will submit in writing to the other, no later than 48 hours prior to the meeting, any tentative proposals and/or tentative counter-proposals covering matters on the agenda for the meeting with the exception of Article VIII.

E. All cost of supplies relevant to the printing of proposals and counter-proposals shall be assumed by the individual parties.

ARTICLE III

GRIEVANCE PROCEDURE

A.1. A grievance is claim by a teacher or the Association based upon the interpretation, application, or violation of this agreement, policies or administrative decisions and practices directly affecting the working conditions of a teacher or a group of teachers.

2. An "aggrieved person" is the person or persons or the Association making the claim.

3. The term "grievance" and the procedure relative thereto

shall not be deemed applicable in the following instances:

a. The failure or refusal of the Board to renew a contract of a non-tenure teacher.

b. In all such matters that are clearly subject to applicable law and beyond the scope of the Board's authority and limited to action by the Board alone.

B. A grievance must be filed within thirty (30) calendar days of its occurrence or such grievance shall be deemed to constitute abandonment of the grievance.

C. Any teacher shall have the right to present his grievance through the process described in the following steps. He shall have the right to present his own appeal or to designate representatives of the Association or another person of his choosing to appear with him or for him at any step in the appeal.

D. No reprisals shall be taken, by either party, against any participants in a grievance.

STEP 1. A teacher or teachers with a grievance shall file, in writing, the grievance with the principal, either directly or through the Association, with the objective of resolving the matter. A decision shall be rendered within five (5) school days after the presentation of the grievance.

STEP 2. If the grievance is not resolved or a decision rendered, to the satisfaction of the aggrieved person, within five (5) school days after the presentation of the grievance, the aggrieved person may file the grievance with the Association within ten (10) school days after the grievance was presented in Step 1. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools. The written grievance shall specify.

a. The nature of the grievance, citing specific instance and persons involved.

b. The results of the previous discussion.

c. The basis of dissatisfaction with the determination.

The Superintendent, upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall meet with all involved parties within five (5) school days. He shall then have fifteen (15) school days to render his decision after the grievance is presented to him.

If the Superintendent fails to act or renders a decision deemed unsatisfactory to the aggrieved person within the time limits stated in Step 2, the aggrieved person may appeal to the Board within ten (10) school days.

STEP 3. If the aggrieved person does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing or it may request the submission of additional written material. A hearing shall be held, as expeditiously as possible, when the aggrieved person requests a hearing, in writing.

The Board shall make a determination within 45 calendar days, which may be extended in the event of an emergency to 60 calendar days, from the receipt of the written grievance. In the event of a hearing, the decision shall be made within 30 calendar days of the hearing.

The final decision on any grievance shall be at step 3 of this grievance procedure, except a grievance that is an alleged violation, misinterpretation or misapplication of the language of this agreement.

STEP 4. If the aggrieved person is not satisfied with the decision at step 3, and if the grievance is an alleged violation, misinterpretation or misapplication of the language of this agreement, the aggrieved person shall

have the right to request, in writing through the Association, non-binding arbitration within ten (10) days of the decision rendered in step 3.

If the Association determines that the grievance has merit, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties cannot agree on an arbitrator within 21 days, a request for a list of arbitrators may be made to the American Arbitration Association by either party.

The authority of the arbitrator shall be limited solely to the interpretation of the language of this agreement and he shall have no authority to add to, subtract from, or modify any of said provisions.

The arbitrator's decision shall be submitted to the Board and the Association and shall be non-binding on either party. Should any of the parties reject the non-binding decision of the arbitrator, the reason or reasons shall be stated in writing no later than 30 days from the date of the receipt of the decision.

Decisions rendered in all steps of this grievance procedure shall be in writing.

All costs for the services of the arbitrator shall be shared equally by the Board and the Association.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to permit the Association to view and copy public information of the Board.

B. When, at the direction of the Board, any teacher participates during working hours in negotiations, grievance proceedings or conferences he shall suffer no loss in pay.

ARTICLE V

TEACHER EMPLOYMENT

A. Placement on salary guide for the experienced teacher applicant shall be determined by the Board with the Superintendent's recommendation.

B. Up to four years of military service shall be recognized as equivalent years of teaching service on the guide. Legal evidence of said military service must be submitted to the Board.

C. The Board shall be notified of the teacher's intentions not later than the third Monday in March on forms to be supplied by the Board.

D. Non-tenured teachers shall be notified, by the Board, of their employment status for the ensuing year by April 30. Other teachers, for whom the Association is authorized to negotiate, shall be notified, by the Board, of their salary status no later than three (3) weeks after signing of the Agreement between the Association and the Board, or April 30, whichever is later. All signed contracts shall be returned to the Board within two (2) weeks of issuance.

E. Any teacher employed prior to February 1, of any school year, shall be given full credit for one (1) year of service toward the next increment step for the following year. Any teacher employed after February 1 shall not receive advancement on the salary guide.

ARTICLE VI

TEACHER WORK YEAR

A. The in-school work year for teachers will consist of no more than 185 school calendar days plus one general faculty day at the beginning of the school year, and up to two (2) days for orientation.

B. The in-school work year shall include days when pupils are in attendance, orientation days and any other days on which teacher attendance

is required.

C. The Association may see the school calendar before final adoption by the Board. In determining the school calendar, the Board through the Superintendent will accept suggestions and recommendations from the Association.

ARTICLE VII

TEACHER HOURS AND TEACHING LOAD

A. Teachers will devote to their assignments the time necessary to meet their responsibilities. Teachers will indicate their presence for duty by placing their initials in the appropriate column, if on time, or by specifying the exact time, if late. Teachers shall also place their initials in the appropriate column when leaving.

B. Teachers shall be required to report for duty five (5) minutes before pupils enter school and shall be permitted to leave thirty (30) minutes after pupil dismissal. The total normal in-school work day shall consist of not more than seven (7) hours (0) minutes and shall include a duty free lunch period of fifty (50) minutes. On Fridays or on days preceding holidays or vacations, the teachers shall be permitted to leave fifteen (15) minutes after pupil dismissal.

C. Teachers shall be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending no more than six (6) faculty or other professional meetings per month. No meetings shall be held on Fridays or before holidays, except in cases of emergency.

D. The notice of and agenda for meetings will be given to the teachers involved one (1) day prior to the meeting, when time permits.

E. Classroom teachers shall have preparation time granted, when

schedule permits.

F. Teachers may be required to attend no more than six (6) evening assignments or meetings each school year, without additional compensation.

ARTICLE VIII

SALARIES

A.1. The salaries of all teachers covered by this contract are set forth in the Salary Guide in Schedule "A" attached.

2. The Board reserves the right to withhold any increment for reason of inefficiency or other good cause.

B.1. Teachers shall be paid in twenty (20) semi-monthly installments.

2. Teachers may individually elect to have 10% of their monthly salary deducted from their pay. These funds shall be deposited in the South Bergen Teachers Credit Union, 49 Jewel Street, Garfield, New Jersey.

3. Deduction forms shall be filed with the Secretary of the Board during the first two weeks of September and shall be binding for the entire school year.

4. Payroll deductions for each teacher shall be computed in accordance with his or her base pay.

5. When a payday falls on or during a school holiday, vacation or weekend, teachers shall receive their pay check prior to the non-working day or days.

ARTICLE IX

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement

of such desire with the Superintendent, through the building principal. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and re-assignments for the following year shall be submitted not later than March 30.

B. As soon as practicable, and no later than April 30, the superintendent shall inform the staff of all known vacancies.

C. The determination of requests for voluntary transfers and/or reassignments shall remain the sole discretion of the Board.

ARTICLE X

SICK LEAVE

A. All teachers shall be entitled to ten (10) sick leave days each school year. Upon the recommendation of the superintendent of alleged sick leave abuse or in cases of extended sick leave, the Board may require a physician's certificate to be filed with the secretary of the board for review, in order to obtain sick leave.

B. Teachers who have used all their accumulated sick leave, will have their case reviewed by the board for possible merited extension.

C. Teachers shall be given a written statement of accumulated unused sick leave days as of September.

ARTICLE XI

TEACHER ASSIGNMENT

A. All teachers shall be given written notice of their class and/or subject assignments, building and room assignments for the forthcoming year not later than June 15, except in case of emergency.

B. In the event that changes in such schedules, class and/or

subject assignments, building and room assignments are proposed after June 15, the teacher or teachers involved shall be notified promptly, in writing, with an invitation to come in to discuss the assignment.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

A. Teachers for whom the Association is authorized to negotiate, shall be entitled to the following temporary non-accumulative leaves of absence, with pay, each school year:

1. Up to four (4) consecutive calendar days for leave immediately upon the death of a member of the immediate family (father, mother, sister, brother, spouse, child, mother-in-law, father-in-law).

2. One (1) day leave for day of funeral of any other relative.

3. Up to five (5) days per school year may be granted by the Superintendent of Schools with approval of the Board, for personal matters that cannot be conducted on other than school hours. No day or days will be granted if immediately prior and/or subsequent to a scheduled holiday period.

B. Application to the Superintendent, through the building principal, shall be made a week prior to the leave, except in the case of an emergency, and shall require a brief statement of reason for leave.

ARTICLE XIII

EXTENDED LEAVES OF ABSENCE

A. The Board shall grant maternity leave, without pay, to any teacher upon request subject to the following stipulations and limitations:

1. The Board may remove any pregnant teacher from her teaching duties for any of the following reasons:

a. Her teaching performance substantially declines from the period preceding pregnancy.

b. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if

1. The pregnant teacher fails to produce a physician's certificate that she is medically able to continue teaching, or

2. The Board's physician concludes she is unable to continue teaching.

3. In the event the physician of the teacher shall be of the opinion that said teacher is capable of performing her duties up to a specified date but the medical examiner of the Board shall be of a contrary opinion, then the teacher and the Board shall mutually agree upon the appointment of an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in the performance of duties. In the event of the inability of the teacher and the Board to agree upon the appointment of the third physician, such appointment shall be made by the Bergen County Medical Society. The expense of any examination by an impartial third physician shall be shared equally by the teacher and the Board.

2. Any tenured or non-tenured teacher seeking such leave shall apply to the Board sixty (60) days prior to the beginning of the leave. At the time of application the teacher shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return.

The Board shall require said teacher to produce a certificate from her physician in support of the requested leave dates. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board. The Board may change the requested dates upon finding that the grant of leave for the dates stipulated and medically confirmed would interfere with the administration of the school.

After a leave has been approved, the commencement or termination dates thereof may be further extended or reduced upon application by the teacher to the Board. Such extensions or reductions shall be granted by the Board for an additional period of time provided, however, that the Board may alter the requested dates upon a finding that such extension or reduction would interfere with the administration of the school and/or with the education of the pupils and, provided further, that such change by the Board is not medically contra-indicated.

Any extension shall be limited to one additional school year. A request for extension of leave must be made at least three (3) months prior to the expiration of the first leave.

3. The Board is under no compulsion to continue the employment of a non-tenure teacher beyond the contracted period. The maternity leave period shall not be counted for tenure purposes.

4. Advancement on the salary guide shall be based upon the date of commencement of the leave of absence. The teacher will be granted a full salary guide step if she is in attendance for more than 100 teaching days. Attendance for 100 days or less shall result in no advancement on the salary guide.

B.1. The Board shall have the right to require a teacher who desires to return to her duties to produce a certificate from her physician stating that she is capable of resuming duties. In the event of a difference of opinion between the teacher's physician and the Medical Examiner of the Board relative to the resumption of duties by said teacher, the provisions of Paragraph (A.1,b3) of this article shall be applicable as to the method of resolving such disagreement.

2. The teacher returning at the start of a new school year shall

be assigned to the same position held at the time of leave, if available or, if not, to a position within the certification of said teacher.

3. Where a teacher who has been granted a leave returns to the system at any time other than the start of the school year, such teacher may be assigned to any position decided upon by the Superintendent so long as such assignment is within the certification of such teacher, it being the purpose of such assignment not to interfere with or disrupt the instruction of the pupils particularly where such pupils may have commenced their instruction with a teacher who was assigned to such pupils at the start of the school year.

4. Failure of the teacher to resume duties on the agreed upon return date may constitute grounds for dismissal.

C. Any teacher adopting an infant child shall receive similar leave described above, and shall commence upon receiving custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

D. A leave of absence, without pay, for a school year other than maternity, may be granted to any tenure teacher when said teacher applies for said leave, in writing, to the Superintendent and is approved by the Board.

ARTICLE XIV

INSURANCE PROTECTION

A. The Board shall provide the health-care insurance protection designated below.

1. Payment of 100% of New Jersey Public and School Employees Health Benefit Plan on a single or family contract for all full-time instructional personnel.

ARTICLE XV

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A.1. The Board will permit the granting of credits for graduate level courses which have been submitted to the Superintendent in writing and have received his approval in writing.

2. Teachers possessing a permanent, provisional, or emergency certificate may not apply credit for undergraduate level courses towards advancement on the salary guide.

3. Any graduate credits earned prior to earning M.A. in field, shall not be credited towards M.A. + 15 and/or M.A. + 30 levels on the salary guide.

4. To qualify for salary adjustment teachers shall submit necessary proof of satisfactory completion of graduate courses to the Superintendent not later than the third Friday in September.

B.1. The Board, administration, and teachers agree to cooperate in arranging in-service courses, workshops, conferences and programs designed to improve the quality of instruction. Such in-service programs will not detract from the educational program of the children.

2. In-service courses shall be conducted during the in-school teacher workday if teacher attendance is required.

C. The Board will permit the granting of an educational refund of up to \$35.00 a graduate credit for up to 6 graduate credits this contract year. This educational refund will be granted if:

1. Courses are approved as prescribed in A.1. above;
2. Grade for course must be "D" or better;
3. Copy of grade and course transcript must be submitted to the Superintendent for approval and recommendation for refund.

ARTICLE XVI

PROFESSIONAL ETHICS

A. It is recognized that the need for continued and uninterrupted operation of the School District is of paramount importance and that there should be no interference with such operation.

B. The Association covenants and agrees that neither the teacher organization nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of a teacher from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the teacher's duties of employment), work stoppage, slowdown, walk-out or other job action or the invocation of sanctions against the Board. The Association agrees that such action would constitute a material breach of this Agreement.

C. The Association further agrees that it will not cause, engage in, sanction, encourage or assist in any strike or similar action or conduct on the part of the students of the School District.

D. In the event of a strike, slowdown, walk-out, job action or the invocation of sanctions, it is covenanted and agreed that participation in any such activity by any Association member or any teacher represented by the Association shall entitle the Board to deem such activity as grounds for termination of employment of such employee or employees, subject, however, to the application of the Teacher Tenure Hearing Law.

ARTICLE XVII

BOARD RIGHTS AND RESPONSIBILITIES

A. Subject to the express provisions of this agreement, the Board hereby retains and reserves unto itself, without limitation, all powers,

rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement or which may hereafter be conferred upon it and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including, but without limiting, the generality of the foregoing, the following rights:

1. The management and administrative control of the operation of the School District and its properties and facilities and activities of its employees;

2. To hire all employees and to determine their qualifications and condition for continued employment or assignment and to promote and transfer employees;

3. To suspend, demote, discharge or take other disciplinary action for good and just cause;

4. To determine curricula, grade, courses, athletic and recreational programs, methods of instruction and material used for instruction;

5. To determine the methods, means and personnel by which the District operations are conducted;

6. To determine the content of job qualifications and duties;

7. To take all necessary actions to carry out its responsibilities in the conduct of regular business and in emergencies;

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the express terms of this Agreement, and then only to the extent such terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and

and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under R.S. 18A, School Laws of New Jersey, or any other national, state, county, district or local laws or regulations.

ARTICLE XVIII

DEDUCTION FROM SALARY

A.1. The Board agrees to deduct from the salaries of its teachers dues for the Unified Associations (Carlstadt Teachers Association, Bergen County Education Association, New Jersey Education Association, and the National Education Association) as said teachers individually and voluntarily authorize the Board to deduct. Requests must be filed with the Secretary of the Board prior to October 1st of each year, on an appropriate form to be supplied by the Board. Notice of withdrawal is effective on January 1 and July 1 next succeeding the date of which notice of withdrawal is filed.

ARTICLE XIX

FULLY BARGAINED PROVISIONS

Subject to applicable law, this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XX

MISCELLANEOUS PROVISION

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association. The Agreement shall be given to all teachers as part of the Teacher Policy Manual.

ARTICLE XXI

DURATION OF AGREEMENT

A. This agreement shall be affective for a term of one (1) year, commencing on the first day of July, 1976.

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 first above written.

THE BOARD OF EDUCATION OF THE
BOROUGH OF CARLSTADT

ATTEST: _____
Secretary

BY: _____
President

THE CARLSTADT TEACHERS ASSOCIATION

ATTEST: _____
Secretary

BY: _____
President

Schedule "A"
 TEACHER SALARY GUIDE
 1976-77

<u>Step</u>	A	B	C	D	E
	<u>BA</u>	<u>BA + 15</u>	<u>MA In Field</u>	<u>MA + 15</u>	<u>MA + 30</u>
1	10400	10700	11600	12100	12600
2	10800	11100	12050	12550	13050
3	11200	11500	12500	13000	13500
4	11650	11950	12950	13450	13950
5	12100	12400	13400	13900	14400
6	12600	12900	13900	14400	14900
7	13100	13400	14400	14900	15400
8	13600	13900	14900	15400	15900
9	14150	14450	15450	15950	16450
10	14700	15000	16000	16500	17000
11	15300	15600	16600	17100	17600
12	15900	16200	17200	17700	18200
13	16500	16800	17800	18300	18800
14	17200	17500	18400	18900	19400
15			19000	19500	20000