

#488

21-14

LIBERTY TOWNSHIP SCHOOL
R.R. #1 BOX 302
GREAT MEADOWS, N.J. 07838

AGREEMENT BETWEEN

LIBERTY TOWNSHIP BOARD OF EDUCATION

AND

LIBERTY TOWNSHIP EDUCATION ASSOCIATION

1989 - 1990

1990 - 1991

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

JAN 12 1989

RUUTGERS UNIVERSITY

PREAMBLE

This agreement entered into this _____ day of _____ 1989, by and between the Board of Education of Liberty Township, Warren County, New Jersey, hereinafter called the "Board", and Liberty Township Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws, 1968, 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 this Agreement;

BE IT RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations for all teaching personnel, including the nurses, and excluding per diem and long term substitutes.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by a teacher based upon the interpretation, application, or violation of this agreement, policies, or Administrative decisions affecting terms and conditions of employment of a teacher or group of teachers.

2. Party in Interest

A "party in interest" is a person or persons making the claim, and any person, including the Association or the Board, who might be required to take action, or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level, solutions to the problems. These proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

a. The number of days indicated at each level shall be considered a maximum and every effort shall be made to expedite the process. Time limits may be extended by mutual agreement.

b. The teacher or Association must file alleged grievance within ten working days. The principal has ten working days to act on grievance. The Board has fifteen working days to act on grievance.

2. Level One - Principal

A teacher with an alleged grievance shall first discuss it with his principal, either directly or through the Association's designated grievance committee, with the objective of resolving the matter informally.

3. Level Two - Board

If the person or Association is not satisfied with the level one decision, the matter then goes to the Board of Education

4. If the grievance arises at the end of the school year, all concerned persons will make every effort to have the grievance resolved by June 10.

5. Level Three - Advisory Arbitration
(Effective July 1, 1990)

If the person or Association is not satisfied with the decision at Level II, the matter is then submitted to Advisory Arbitration. An application for a panel of Arbitrators will be requested from the Public Employees Relation Commission. Selection will be in accordance with the Public Employees Relation Commission regulations. Arbitration costs will be shared equally between the Board and the Association.

6. Action of employees during unresolved grievance.

During the time of unresolved grievance, employees are required to follow Board policy and/or administrative direction.

D. Rights of Teachers to Representation

1. Teacher and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association shall submit such grievance in writing to the Chief School Administrator who will communicate the problem to the Board. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person, and all decisions rendered at Level Two of the grievance procedure shall be in writing, setting forth the decision and the reasons therefor, and shall be transmitted promptly to all parties in interest and to the Association.

3. Separate Grievance File

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Grievances shall be filed on the approved form.
(Copy attached)

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this ARTICLE.

ARTICLE III - WORK DAY/YEAR

A. The teacher work day will be 7 hours and 15 minutes. Teachers are required to report for work ten (10) minutes before the scheduled arrival of students and will remain five (5) minutes after the last students depart.

B. Teachers attendance will be required at faculty meetings, workshops, school functions, and/or other events as directed by the Chief School Administrator as per past practice.

C. On full session days, teachers will be granted a lunch period equivalent in minutes to that provided for students.

D. Teachers shall be provided with five (5) preparation periods per week.

E. One session days will be scheduled for Holy Thursday and the day preceding Thanksgiving. With regard to Christmas recess, one session days will be scheduled on December 23, if Christmas is on Thursday or Friday. If Christmas Day is on Wednesday, the Board has the option of holding a one session day on December 23 or closing school. If the Board closes school on the Monday before Christmas when Christmas falls on a Wednesday or when Christmas falls on a Thursday or Friday, there will be a full day of school on the Friday preceding Christmas.

F. Any teacher accompanying a class on a class trip that requires being away overnight shall be entitled to a fifty-dollar (\$50.00) reimbursement for each night, in addition to normal salary.

ARTICLE IV

TEACHER RESIGNATION

Teacher shall give notice in writing sixty (60) days prior to terminating contract.

ARTICLE V

LEAVES

A. Sick Leave

The Board agrees to allow teachers ten (10) days sick leave per year. It is agreed that this leave will be cumulative. This does not apply when school is not in session.

Upon retiring from the Liberty Township School District, the teachers shall be reimbursed at the rate of one-half of one day's pay for each unused sick day based on that year's current substitution teacher rate. This provision does not apply to resignation, dismissal, or early withdrawal from said school district.

B. Death Leave

The Board agrees to allow four (4) days in the event of death of employee's spouse, child, parents, brother, sister, grandparents, in-laws or others living in the same household. This does not apply when school is not in session.

C. Maternity/Child-Rearing Leave

1. A teacher has the right to temporary disability leave for childbirth in accordance with prevailing case law.

2. In cases when the childbirth occurs during the school year, the following procedure is to be utilized:

If a staff member is pregnant, she shall get a letter from her doctor indicating her expected date of delivery and when her doctor anticipates the start of her disability. She shall submit this letter and a letter of notification to the Board informing the Board of her intentions as soon as possible prior to the start of the leave.

During this period of disability, the staff member will use her sick days and will be paid accordingly. At the end of her disability, she shall provide a letter from her doctor certifying that she can resume her responsibilities at work. As in any disability, the end of this disability period is determined by her health and her doctor's advice.

Immediately following the period of disability and upon her request, the teacher may be placed on an unpaid child-rearing leave which is to continue until the end of the school year. The request for this child-rearing leave must be submitted to the Board no less than thirty (30) calendar days prior to the commencement of the leave. This leave shall be granted by the Board.

By April 15th of the year in which the above leave expires, the teacher shall notify the Board of her intent to return. At this time, the teacher may request an extension for a minimum period of one year. The Board may grant this request.

3. Leaves of absence without pay for child-rearing purposes may be granted to a tenured teacher. These leaves shall be for the minimum of one (1) year commencing September 1 and ending June 30th of the year. This may include the actual time of birth of the infant. If the actual birth is not included in the leave time, the law applies and the leave commences the following September 1.

ARTICLE VI

CREDIT REIMBURSEMENT

The Board agrees to reimburse teachers for the registration and tuition costs of courses approved by the Chief School Administrator up to \$3,500.00 total per fiscal year in 1989-90 and \$4,000.00 total per fiscal year in 1990-91 while pursuing courses beyond the B.A. Degree which contribute to professional growth in the education area. A grade of B or better is required. A maximum of six (6) credit hours per semester, and a total of twelve (12) credit hours per teacher per fiscal year is permitted. Effective 1990-91, the rate of reimbursement will be identical to the per credit rate at New Jersey State Colleges the beginning of each semester. Also effective 1990-91, all courses reimbursed under this clause must be in a course/program related to the teacher's position.

ARTICLE VII

MEDICAL BENEFITS

A. Medical Coverage

The Board agrees to pay for employee and family coverage of Blue Cross and Blue Shield. Family coverage will be provided only to teachers who have elected to take this option.

In 1989-90, the Board agrees to provide family dental coverage at a cost not to exceed \$470.00 per employee and/or family unit.

In 1990-91, the coverage will increase to provide for 100% for preventive and diagnostic work, and 70% for basic treatment, and 50% for prosthodontic services at a cost not to exceed \$570.00 per employee and/or family unit.

ARTICLE VIII

PERSONAL DAYS

A. Full-time teachers will receive two (2) personal days per year to be arranged for and scheduled with the Principal/Chief School Administrator at least three (3) days in advance.

B. During the months of May and June, personal days will require the approval of the Chief School Administrator.

C. Unused personal days shall accumulate as sick days.

ARTICLE IX

COACHING/AFTER SCHOOL ACTIVITIES

A. The Board agrees to pay \$850 in 1989-90 and \$900 in 1990-91 towards coaching salaries for each of the following sports, if offered:

- Boys Basketball
- Girls Basketball
- Boys Softball
- Girls Softball
- Cheerleading
- Soccer
- Gymnastics
- Coed Soccer

B. If, in the judgment of the coach, an assistant is needed, the person recommended for the position shall be interviewed by the Chief School Administrator and approved by the Board of Education. Payment of assistant coach is to be the responsibility of the head coach with payment coming from his/her stipend.

C. Coaches will provide a minimum of forty (40) hours of service in each of the above noted sports. Each coach must file a report with the Chief School Administrator certifying the hours worked in order to qualify for the salary payment.

D. The Board agrees to pay teachers in charge of after-school clubs \$15 per hour. A schedule of after-school clubs with objectives, dates, and times of occurrence will be submitted to the Chief School Administrator. He will decide which clubs will be funded and the number of hours for each club and will present those selected to the Board in October for approval and appropriation of funds.

Ski Club will receive a total appropriation of \$700 or \$350 per coach.

E. The Opportunity Center position will be reimbursed at a rate of \$2234 in 1989-90 and \$2475 in 1990-91. The Teacher-In-Charge position will be reimbursed at \$838 in 1989-90 and \$930 in 1990-91.

F. Home Instruction will be reimbursed at a rate of \$15 per hour in 1989-90 and \$16.60 per hour in 1990-91.

ARTICLE X

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1989, and shall continue in effect until June 30, 1991, subject to the Association's right to negotiate over a successor Agreement. This Agreement shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of the Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries.

LIBERTY TOWNSHIP EDUCATION
ASSOCIATION

LIBERTY TOWNSHIP
BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Secretary

By *[Signature]* _____
Secretary

Date _____

Date *11/9/90* _____

Copy

LIBERTY TOWNSHIP SCHOOL

GRIEVANCE FORM

Grievant's Name _____

Job Title and Grade _____

Description of Alleged Violation: _____

Date of Occurrence of Alleged Violation: _____

Remedy Sought: _____

Date of Level One Informal Discussion with Principal: _____

Level One: I am not satisfied with the outcome at Level One and wish to proceed to Level Two.

Grievant's Signature: _____

Date: _____

Level Two: Board of Education

Date Received: _____ Date Answered: _____

Disposition: Denied _____ Granted _____

Reason: _____

I am not satisfied with the outcome at Level Two.

Grievant's Signature: _____ Date: _____

1989/1990 SALARY GUIDE

<u>STEP</u>	<u>BACHELOR</u>	<u>BACHELOR + 15</u>	<u>MASTER</u>
1	23,300	23,950	24,600
2	23,600	24,250	24,900
3	23,900	24,550	25,200
4	24,200	24,850	25,500
5	24,600	25,250	25,900
6	25,000	25,650	26,300
7	25,400	26,050	26,700
8	25,850	26,500	27,150
9	26,500	27,150	27,800
10	27,200	27,850	28,500
11	27,900	28,550	29,200
12	28,600	29,250	29,900
13	30,000	30,650	31,300
14	31,500	32,150	32,800
15	33,600	34,250	34,900

LONGEVITY

6 - 8 years	Add \$ 300 to Step 15
9 - 11 years	Add \$ 600 to Step 15
12 - 14 years	Add \$ 900 to Step 15
15 - 17 years	Add \$1200 to Step 15
18 - 20 years	Add \$1500 to Step 15
20 Years +	Add \$1800 to Step 15

1990/1991 SALARY GUIDE

<u>STEP</u>	<u>BACHELOR</u>	<u>BACHELOR + 15</u>	<u>MASTER</u>
1	25,600	26,300	27,000
2	25,900	26,600	27,300
3	26,200	26,900	27,600
4	26,500	27,200	27,900
5	26,800	27,500	28,200
6	27,200	27,900	28,600
7	27,650	28,350	29,050
8	28,100	28,800	29,500
9	28,600	29,300	30,000
10	29,300	30,000	30,700
11	30,050	30,750	31,450
12	30,850	31,550	32,250
13	31,650	32,350	33,050
14	34,350	35,050	35,750
15	37,100	37,800	38,500

LONGEVITY

6 - 8 years	Add \$ 300 to Step 15
9 - 11 years	Add \$ 600 to Step 15
12 - 14 years	Add \$ 900 to Step 15
15 - 17 years	Add \$1200 to Step 15
18 - 20 years	Add \$1500 to Step 15
20 Years +	Add \$1800 to Step 15