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Union Sec.

March 30, 1976

PROFESSIONAL NEGOTIATIONS
CONTRACT

1976-77 & 1977-78

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RUTGERS UNIVERSITY

PREAMBLE

This Agreement entered into this first day of July, 1976 by and between the Board of Education of Union Beach School District, the Town of Union Beach, New Jersey, hereinafter called the "Board" and the Union Beach Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board and Association recognize and declare that providing a quality education for the children of the Union Beach School District is their mutual aim and that the character of such education depends predominately upon the quality and morals of the teaching service, and

WHEREAS, the members of the teaching profession are particularly qualified to advise the formulation of policies and programs designed to improve educational standards, and

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,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all full time professional personnel, including:

Classroom Teachers	Learning Disabilities-Teacher Consultant
Nurses	Special Teachers
Guidance Counselors	Special Education
Social Workers	Music
Librarians	Physical Education
Art Teachers	

- B. Unless otherwise indicated, the term "teachers", when used hereafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiations unit as above defined.

ARTICLE II

GRIEVANCE PROCEDUREA. Definition1. Grievance

A "grievance" is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement and written Board policy.

B. Purpose

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 procedures.

C. Procedure1. Time Limits

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.

2. Year-end Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this 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.

3. Level One - Principal or Immediate Superior

A teacher with a grievance shall first discuss it with his principal or immediate superior within fifteen working days of said grievance, either directly or through the Association's designated representative with the objective of resolving the matter informally.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

5. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the Superintendent, he or she may in five (5) school days request in writing that the Association submit the grievance to the Board of Education. The Board of Education shall within ten (10) school days hold hearings promptly and render a decision in writing not later than ten (10) days from the date of the close of the hearing.

6. Level Four - Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education, he may, within five (5) school days after the decision by the Board or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Before said grievance goes to arbitration it must be mutually agreed as to whether or not the decision made would be binding.

(c) Within ten (10) school days after such written notice of submission to arbitration, 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 are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(d) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne by the party determined to be the loser. Any other expenses incurred shall be paid by the party including same.

D. Right of Teachers to Representation

1. Teachers 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. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

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 this processing of such grievance shall be commenced at Level Two. 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 Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore 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

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

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 or selected representatives, heretofore referred to in this ARTICLE.

ARTICLE III

SALARY GUIDE - SCHEDULE A
SCHOOL YEAR 1976-77

STEP	CLASS I Normal	CLASS II BA	CLASS III BA + 30	CLASS IV MA	CLASS V MA + 30
1	\$ 8560	\$ 9180	\$ 9450	\$ 9750	\$ 10150
2	8960	9600	9930	10270	10730
3	9400	10060	10440	10830	11310
4	9820	10540	10970	11410	11910
5	10290	11030	11520	12040	12560
6	10780	11540	12100	12690	13250
7	11300	12090	12720	13370	13970
8	11840	12680	13370	14110	14620
9	12400	13270	14050	14870	15530
10	12980	13910	14760	15700	16700
11	13650	14560	15520	16550	17290
12	14340	15280	16320	17770	18240
13	15180	16410	17270	18380	19210

Classes remain the same.

1. \$300.00 additional increment allowed at tenure step.
2. \$500.00 increment allowed as longevity clause for five years at top of guide.
3. The full amount of college credits will be paid up to \$40.00 per approved credit. Maximum allowed in any one school year, \$240.00. Receipt of payment must be included with transcript. Subject to prior approval of administration.

ARTICLE III
SALARY GUIDE - SCHEDULE A
SCHOOL YEAR 1977-78

STEP	CLASS I Normal	CLASS II BA	CLASS III BA + 30	CLASS IV MA	CLASS V MA + 30
1	\$ 8910	\$ 9540	\$ 9830	\$10140	\$ 10560
2	9320	9990	10320	10680	11160
3	9770	10460	10850	11260	11760
4	10220	10960	11400	11870	12390
5	10700	11470	12000	12520	13060
6	11210	12000	12580	13200	13780
7	11750	12570	13230	13900	14530
8	12310	13190	13900	14670	15200
9	12900	13810	14620	15460	16150
10	13500	14470	15350	16330	17360
11	14200	15150	16140	17210	17980
12	14910	15890	16980	18490	18960
13	15790	17060	17960	19120	19980

Classes remain the same.

1. \$300.00 additional increment allowed at tenure step.
2. \$500.00 increment allowed as longevity clause for five years at top of guide.
3. The full amount of college credits will be paid up to \$45.00 per approved credit. Maximum allowed in any one school year, \$270.00. Receipt of payment must be included with transcript. Subject to prior approval of administration.

ARTICLE III

SALARY GUIDE - SCHEDULE B
 School Year 1976-77
 School Year 1977-78

EXTRA CURRICULAR COMPENSATION

	<u>Per Person</u>	<u>No. of Persons</u>	<u>Total</u>
1. Science Club	\$100.00	2	\$200.00
2. Yearbook	400.00	1	400.00
3. Bowling	250.00	2	500.00
4. Softball	125.00	2	250.00
5. Patrol	200.00	1	200.00
6. Student Council	200.00	1	200.00
7. Newspaper	125.00	1	125.00
8. Football	100.00	2	200.00
9. Drama	100.00	1	100.00

Other activities may be approved at the discretion of the Board of Education. Maximum compensation \$200.00 per person, per activity.

SALARY GUIDE - SCHEDULE C
 School Years 1976-77, 1977-78
 EXTRA CURRICULAR COMPENSATION
 INTER SCHOLASTIC COACHING

1. Basketball	\$500.00	1	\$500.00
2. Baseball	500.00	1	500.00
3. Cheerleaders	500.00	1	500.00

Other activities may be approved at the discretion of the Board of Education.

ARTICLE III

SALARY GUIDE - SCHEDULE D

School Year 1976-77

School Year 1977-78

UNIT LEADERS

MUS - IGE \$400.00 per Unit Leader - Each year

It is agreed that the unit leader functions as presented to the Board by the I.L.C. members and Superintendent will be adopted as Board policy.

If MUS - IGE is dropped, Schedule D and Unit Leader Functions will be eliminated.

ARTICLE IV

SALARY CHECKS

The Administrative Policy shall be as follows:

Upon the request of any employee prior to June 1st of each new contract year, salary checks will be issued to staff personnel twice each month during either (a) the ten (10) month school year, or (b) the twelve (12) month school year. Said payment arrangement shall remain in effect throughout the contract year.

All salaries will have deductions made for social security, pension and annuity fund, withholding tax, and in the first year of teaching 1/2 of 1% for insurance.

Additional option deductions may consist of tax sheltered annuity, hospitalization and medical and surgical insurance, repayment of loans when loans have been made from the Teachers' Pension and Annuity Fund, MONOC Teachers' Credit Union, or moneys dedicated to the purchasing of 'back service'. (Employee and family coverage is now covered by the Board)

The first salary check of each month will have attached to it a statement which will give in detail the gross salary for the month and various itemized deductions.

ARTICLE V

ABSENCES, HOLIDAYS AND VACATIONS

Section I - Notification of Absence

Any employee who expects to be absent on a given day must notify the proper person as designated by the Administrator as soon as possible but not later than 7:00 AM on the day he or she is to be absent. Whenever possible, the proper person should be notified the previous day. The person notified will then follow the regular procedure regarding substitutes.

Section II

A. Sick Leave Defined

Sick leave is defined to mean the absence from his or her post of duty of any such person because of personal disability due to illness or injury or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

B. Cumulative Leave

Sick Days: To be increased to 15 days per year, using the following guide lines:

1. One (1) day added on the fourth year in the system.
2. One (1) day on the seventh year.
3. One (1) day on the tenth year.
4. One (1) day on the thirteenth year.
5. One (1) day on the sixteenth year.

-----Maximum days accumulated in one year - 10.

6. A total of three (3) days will be granted by the Board for use in cases of illness or injury of a member of the employee's immediate family, husband, wife or children. These days will not be accumulative.

When an employee's allowable sick leave has been exhausted for the current year, due to serious illness, additional sick leave may be granted by special action of the Board of Education. Such cases may also be considered for establishing a new allowable sick leave for the following year.

C. Medical Certificate

1. A medical certificate must be furnished for all cases of illness or injury exceeding three consecutive school days and may be required for each daily absence otherwise a full salary deduction will be made. This certificate is to be presented to the Administrator upon the return of the teacher to the school.

D. Leave - Accumulative - Non-Accumulative

1. No employee shall lose his or her accumulated allowance of unused days of sick leave by reasons of having been on leave of absence, nor shall the employee accumulate any additional days of allowance during the leave of absence, or due to absence in military or naval service of the United States or the American Red Cross in time of national emergency.

E. Termination of Service

1. The Salary of any employee shall terminate at the time of his or her discharge, resignation or death.

F. No Just Cause

1. If any employee avails himself or herself of sick leave benefits without just cause, such action shall be grounds for dismissal.

G. Court Involvement

1. If an employee is a party to a suit, absence from school in connection shall be without pay, unless upon the recommendation of the Administrator, the Board in its discretion shall determine otherwise.

Section III - Absences for Personal Reasons

A. Professional and/or Personal Reasons

1. A total of five (5) days absence (3) personal and (2) professional days will be allowed only by permission of the Administrator.

2. Absence of one day for non-tenured teachers and five days for tenured teachers may be allowed for marriage by permission of the Administrator. At least 24 hour notice should be given, whenever possible more time.

B. Absence For A Religious Holiday

Other than specified by law, these shall be allowed by permission of the Administrator and the substitute pay shall be deducted from the employee's salary.

C. Tardiness

1. All employees are required by the Board of Education to sign in personally on the official attendance record book of their respective schools, showing the exact time of all employees' arrival each morning and departure each afternoon.

C. Tardiness (cont'd)

2. A record of attendance of all employees shall be kept during each school year by the main office.

3. The time required for teachers to be in school shall be established by the Administrator. Tardiness records shall be maintained by the Administrator and may be the basis of withholding salary increments and/or adjustments. Persistent tardiness may be penalized by a deduction from the employee's pay at the discretion of the Administrator.

D. Death in Family

1. Absence due to death in non-immediate family (grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother-in-law, daughter-in-law, or son-in-law) not living in the household of the staff member, will be allowed with pay for the day of the funeral.

2. Administrative personnel may be excused the day of the funeral of other personnel, students or parents of students. Other personnel may be similarly excused upon permission of the Administrator.

E. Official Statement

1. A signed statement must be filled out by each employee following each absence. This is for record purposes only and should be handed to the Principal.

F. Maximum Days

It is the intent of this policy under Sections II and III, that the maximum number of days in any one year will be ten (10) plus any that have accumulated from previous years.

Section IV - General Regulations Concerning Leaves of Absence

A. In case of leave of absence for any cause whatsoever granted to a teacher, it shall be necessary for such teacher to notify the Administrator who shall inform the Board of Education on or before April 1st prior to expiration of such leave of absence whether he or she will return or will not return to his or her teaching position at the expiration of such leave of absence.

B. Special Leave: - To be granted under the following conditions:

1. Sabbatical leave shall be granted to a professional employee by the Board for study in an area of specialization, for travel and for other reasons of value to the school system, with pay. Pay scale is (a) one year at half pay or (b) one half year at full pay.
2. Such leave may be for a period not to exceed a school year.
3. During said leave the individual(s) is/are required to attend a college course with a minimum of three (3) credits relating to their grade level.
4. The number of employees to be granted this leave is restricted to two (2) in any one (1) year.

5. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may mutually be agreed upon by the Association, the Superintendent and the Board. The request shall be accompanied by a written plan outlining how the Sabbatical leave is to be used.
6. Not more than one (1) year's leave shall be granted to an individual for every seven (7) years of service.
7. Requests for such leave must be received by the Board during the period January 1 - February 1, of the year preceding the year for which the leave is to be granted.
8. Board's reply to the application should be returned no later than March 31.
9. Said leave shall be granted in accordance with the seniority of the individuals within the Union Beach School System.

C. Maternity Leave

Leave of absence for maternity may be granted to teachers who are under tenure when application is made for a period of up to two (2) years upon application by the candidate on the advice and recommendation of a reputable physician. When a position exists which a teacher is qualified to fill, the candidate may return to service, within the two year period.

1. Any teacher on maternity leave shall notify the Board prior to March 1, whether it is his or her intention to return to his or her teaching duty in the next school year.

D. Adoption of Infant Child

Leaves of absence, without pay, for the adoption of a preschool child may be granted to teachers who are under tenure, when application is made for a period of up to two (2) years, upon the application by the candidate.

1. Application for the leave should be made not later than three (3) months before the anticipated custody of the child by the teacher.

ARTICLE VI

PROMOTIONS

All vacancies and promotional positions including specialists and/or special project teachers, pupil personnel workers and positions in programs funded by the Federal Government, together with all openings for positions in the evening school, summer school, Federal projects and all other programs including non-teaching positions, for which teachers may be qualified and eligible, shall be publicized by the Administration in accordance with the following procedure:

1. Whenever possible, a notice, including job title will be posted at least seven (7) days before the date an application must be

submitted. A copy of the notice will be given to the association president at the time of posting.

2. In case of summer positions, the job description should be posted as soon as possible, so that personnel may adequately plan their summer employment or schooling.
3. In filling such positions, preference shall be given to qualified certificated personnel already employed by the Board. The director of the programs will make recommendations to the Administration and final decisions will be made by the Administration.

ARTICLE VII

PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

1. The parties support the principle of continuing training of professional employees and the improvement of instruction.
2. Upon receiving prior approval of the superintendent, teachers may attend conferences and workshops in subject areas at Board expense.
3. Any teacher in attendance at the annual NJEA conference, who makes a purchase of educational material from an exhibitor shall be reimbursed up to a maximum of \$10.00 upon presentation of a paid receipt, providing these materials will be used in the classroom.

ARTICLE VIII

ASSOCIATION RIGHTS

1. The Association shall be notified of any change in Board policy relating to professional personnel.
2. A committee of teachers will work with the administration to formulate a handbook of Board policy relating to the professional staff. This handbook will also include the negotiated contract for this year.

ARTICLE IX

PRIVATE SCHOOL CREDIT

A request for credit for private school teaching is granted to the particular employees involved.

ARTICLE X

HEALTH BENEFITS

An additional \$16,000 is granted to secure increased health benefits with the possibility of a change in carrier.

ARTICLE XI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1978. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. The Union Beach Education Association must submit notification of intent to open negotiations for the 1978-79 school year not later than October 15, 1977.
- C. In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

UNION BEACH EDUCATION ASSOCIATION

UNION BEACH BOARD OF EDUCATION

BY _____
President

BY _____
President

BY _____
Secretary

BY _____
Secretary