

20-04
N-0951

BOARD OF EDUCATION
BOROUGH OF GARWOOD
UNION COUNTY
NEW JERSEY

THIS BOOK DOES
NOT CIRCULATE

WHEREAS, the Board of Education has recognized the Garwood Teachers' Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel under contract, employed, by the Board including: teachers, nurses and also including custodians, and

WHEREAS, the Board has authorized the Education Committee to enter into collective negotiations with the said Association for the purpose of reaching agreement on the terms of an Agreement, and

WHEREAS, the said Committee has concluded the negotiations with the said Association and reduced the terms of the Agreement to writing effective from December 1, 1968 to August 31, 1970.

THEREFORE, BE IT RESOLVED, that the said attached Agreement is hereby adopted, ratified and approved by the Board and the President and Secretary of the Board are authorized to enter into and sign the Agreement on behalf of the Board.

ADOPTED SEPTEMBER 16, 1969

APPROVED:

Joseph E. Mc Mahon

JOSEPH E. MC MAHON, PRESIDENT

ATTEST:

[Signature]

SECRETARY

1968-70

AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF GARWOOD
UNION COUNTY, NEW JERSEY
AND THE
GARWOOD TEACHERS' ASSOCIATION, INC.

PREAMBLE

This Agreement is entered into between the Garwood Board of Education, hereinafter referred to as the Board, and the Garwood Teachers' Association, Inc., hereinafter referred to as the Association.

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association, from its submitted list as of December 1, 1968, until September 30, 1969, as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certificated personnel under contract, employed, by the Board including: teachers, nurses and also including custodians.

B. Recognition will be continuous on an annual basis from October 1, 1969, unless the Board requests between September 15th and September 30th, 1969, or between September 15th and September 30th of any subsequent year, that the Association submit written proof of its representative status.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. An Association-Board committee designated by each group shall meet to negotiate a successor agreement to this agreement in accordance with the following procedure:

1. Both the Board and the Association committees shall be empowered to negotiate in good faith and reach conclusions on terms and conditions of employment. Final conclusions shall be submitted for ratification and approval to the entire Board and Association.

2. All agreements shall be reduced to writing and signed by the Board and the Association.

ARTICLE II - NEGOTIATIONS PROCEDURE - CONT'D.

B. Meetings regarding a successor agreement shall commence no later than October 1st of the calendar year preceding the calendar year in which this agreement expires.

C. The Board and the Association agree to meet as frequently as may be necessary between October 1st and December 15th, at mutually agreeable times, in an effort to reach agreement on terms and conditions of employment.

D. If agreement is not reached by December 15th, either or both parties may submit a request for mediation to the New Jersey Public Employment Relations Commission.

ARTICLE III

LENGTH OF SCHOOL YEAR

The Board and the Association agree that any changes in the length of the school year shall be determined during negotiations. In no event, however, shall the number of pupil days be less than one hundred and eighty (180). The specific calendar of the Board shall be subject to discussion by a committee of the Board and representatives of the Association

ARTICLE IV

INSURANCE

The Board agrees to provide insurance for the Association under the New Jersey Public and School Employees Health Benefits Plan. This coverage will be for the individual only. However, this shall not preclude anyone from availing himself of further coverage provided he or she assumes cost beyond what the Board has agreed to pay.

ARTICLE V

PERSONAL DAYS

A. Teachers are entitled to the following non-accumulative leaves of absence with full pay each school year:

1. At the discretion of the Superintendent of Schools a teacher may receive not more than three (3) days off with pay during any school year for any personal emergency, including religious holidays, which cannot be taken care of during the hours after the school day.

a. Under no circumstances will a teacher be permitted personal leave in order to hold another position with pay.

b. Absence for personal reasons with pay will be allowed provided the absence is approved, in advance, by the Superintendent or in his absence the teaching Principal.

c. Two (2) days of personal leave may be taken for any reason important to the teacher and shall be designated on a request form as a "personal day". The applicant for such leave shall not be required to state the reason for taking such leave nor is any justification required for these days other than that the individual is taking such leave under this Section. These personal days will not be approved for days immediately preceding or following a school-observed holiday or vacation.

d. Subject to the approval of the Superintendent of Schools, two (2) days in addition to the above five (5) personal days allowed, will be granted if a teacher or employee is to be married. This leave will not be approved if it is combined with Section 1-c.

2. Up to five (5) days with pay in the event of death in the teacher's immediate family which is defined as parent, spouse, child, brother, sister, mother-in-law, father-in-law, grandmother or grandfather. Teachers shall be granted up to

ARTICLE V - PERSONAL DAYS - CONT'D.

two (2) days in the event of death of a brother-in-law, sister-in-law, son-in-law or daughter-in-law providing such person was residing in the same household.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE VI

SALARIES

A. The Teachers' Salary Guide for 1969-70 shall be as follows:

<u>STEP</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>
1	\$6900	\$7300	\$7800
2	7125	7525	8025
3	7350	7750	8250
4	7575	7975	8475
5	7800	8200	8700
6	8025	8425	8925
7	8300	8700	9200
8	8600	9000	9500
9	8900	9300	9800
10	9200	9600	10,100
11	9500	9900	10,400
12	9800	10,200	10,700
13	10,100	10,500	11,000
14	10,500	10,900	11,400
15	10,900	11,300	11,800
16	11,300	11,700	12,200

ARTICLE VI - SALARIES - CONT'D.

B. The Custodians' Salary Guide for 1969-70 for custodians with black seal shall be as follows:

1. \$4,500
2. \$4,700
3. \$4,950
4. \$5,250
5. \$5,500
6. \$5,750
7. \$6,000
8. \$6,250
9. \$6,600

ARTICLE VII

GRIEVANCE PROCEDURE

A. The term "grievance" means a complaint by any employee 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 employee.

B. An aggrieved employee or group of employees shall institute action under the provisions hereof within ninety (90) calendar days of the occurrence complained of, or within ninety (90) calendar days after he or they would reasonably be expected to know of its occurrence. Failure to act within said ninety (90) days, shall be deemed to constitute an abandonment of the grievance.

C. In the presentation of a grievance, the employee 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.

ARTICLE VII - GRIEVANCE PROCEDURE - CONT'D.

D. Steps of the grievance procedure - The following constitutes the sole and exclusive method through administrative procedures for resolving grievances between the parties covered by this agreement:

1. A grievance shall be discussed first with the principal or appropriate superior in its informal stage. If, as a result of the discussion, no action is taken within five (5) school days, or if the appropriate superior indicates that no action will be taken to satisfy the aggrieved's complaint, then the aggrieved will set forth the grievance in writing and request that within two (2) school days a written response be forthcoming giving the reason for not satisfying his complaint.

2. Within ten days the aggrieved may appeal the decision to the Superintendent. The Superintendent shall meet with the aggrieved and respond within two (2) school days, in writing, to the aggrieved's complaint.

3. (a) If the aggrieved is not satisfied with the Superintendent's response, he shall file written notice with the Superintendent and the Board secretary that he wishes to meet with the entire Board.

(b) The Board shall convene within seven (7) school days, upon request of the aggrieved, and conduct a full inquiry into the grievance.

(c) Within five (5) school days the Board shall deliver a written answer to the aggrieved citing reasons for denying the grievance or upholding the aggrieved's complaint.

(d) If the response from the Board is not satisfactory, the aggrieved may, if supported by the Association, or on his own, within fifteen (15) calendar days notify the Board that he is requesting advisory arbitration of the grievance.

4. Within sixty (60) days following the signing of this agreement the parties shall exchange lists of at least five (5) residents of the Borough of

ARTICLE VII - GRIEVANCE PROCEDURE - CONT'D.

Garwood who are willing to serve in the capacity of advisory arbitrators under the terms of the agreement. The parties shall meet promptly after the exchange of lists to agree upon a panel from which advisory arbitrators may be selected for any future disputes. In the event of a future dispute, an arbitrator shall be selected at random from the panel. No arbitrator shall serve on two (2) successive cases. Compensation, if any, of the arbitrator shall be shared by the parties. At his discretion, the arbitrator may make public any advisory arbitration decision which he has rendered.

ARTICLE VIII

FULLY BARGAINED CLAUSE

The parties agree that they have discussed and fully bargained and agreed upon all terms and conditions of employment for the duration of this Agreement.

ARTICLE IX

DURATION

This Agreement shall be in effect from December 1, 1968, to August 31, 1970, and from year to year thereafter subject to notice in writing prior to October 1st of a desire to change or modify this Agreement. Such notice shall specify the part or parts of the Agreement sought to be changed or modified. Portions of the Agreement not specified in the notice shall continue in full force and effect.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this

Sixteenth day of September, 1969.

Board of Education of Garwood

By JOSEPH E. McMAHON
President

ATTEST:

A. T. Mosca
Secretary

Garwood Teachers' Association, Inc.

By DOROTHY WOODMAN
President

ATTEST:

JANET REILLY
Secretary