

A G R E E M E N T

BETWEEN THE

BURLINGTON COUNTY SPECIAL SERVICES SCHOOL DISTRICT

and the

SPECIAL SERVICES TEACHERS' ASSOCIATION

Three Year Package

1979-80

~~1980-81~~

~~1981-82~~

This Agreement entered into this 27<sup>th</sup> day of June by and between the Board of Education of the Burlington County Special Services School District, hereinafter called the "Board", and the Special Services Teachers' Association, hereinafter called the "Association", is for the purpose of mutually recording terms and conditions for employment and is entered into after negotiations pursuant to NJSATitle 34:13A-1 et seq.

The Association is the representatives of the employees hereinafter designated with respect to terms and conditions of employment.

NEGOTIATION PROCEDURE

The Special Services Teachers' Association and the Burlington County Special Services Board of Education agree to enter into negotiations concerning a "Collective Bargaining Agreement" (herein and hereafter referred to as an Agreement) in accordance with NJSA Title 34:13A-1 et seq. in good faith, concerning the terms and conditions of employment. Such negotiations shall begin not later than September 30 of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to members of the negotiating unit, be reduced to writing and be signed by the Board of Education and the Association.

Each party shall appoint no more than five (5) members to the negotiating team as negotiators and shall have complete control over the selection of their respective teams.

NEGOTIATIONS

1. The negotiators will be responsible to meet periodically until a "Collective Bargaining Agreement" is reached.
2. All meetings shall be scheduled to take place when negotiators are available and are free from assigned duties.
3. Negotiations sessions shall be less than three (3) hours in length unless it has been mutually agreed to lengthen the session when the meeting is scheduled.

The Board of Education agrees to negotiate with the Association so long as the Association represents the majority of the employees in the unit.

New proposals suggested after September 30, must be placed under negotiations in a succeeding year unless both parties agree in writing to reopen the proposal submitted prior to September 30 as heretofore noted.

Amendments to the proposal may be made and included in the final agreement when submitted in writing, agreed to by both parties for negotiation, negotiated, and settled.

GRIEVANCE PROCEDUREDEFINITIONS

1. A grievance is a claim based on the interpretation, application or violation of policies, agreements and administrative decisions affecting employees of the school district. It does not include:
  - a. The failure or refusal of the Board to renew a contract of a non-tenured employee.
  - b. Any claim where a method of review has heretofore been or hereafter is, established by law, rule or regulations, by way of appeal to any commissioner, commission, board, agency or court whether said rights having been created for general application (e.g. civil service) or specific application (e.g. to the Commissioner of Education).
  - c. Matters where the Board is prohibited by law, regulation, or decision from acting.
  - d. Matters beyond this contract involving the sole discretion of the Board.
2. Aggrieved Person is the person making the claim.
  - a. The Special Services Teachers' Association has the right to initiate a grievance based on the interpretation or violation of the negotiated agreement.
3. Representative is an individual selected by the aggrieved person to counsel, advise, and represent him. The aggrieved person must be present at all times. The Association will not be responsible for expenses incurred by the aggrieved for the services of a representative unless so authorized by the Association.
4. Association is the Association which has been recognized by the employer for purposes of negotiation under the provisions of NJSA Title 34:13A-1 et seq.

PURPOSE

The purpose of this procedure is to secure, at the lowest possible level,

GRIEVANCE PROCEDURE continued .....

### LEVEL TWO

If the complaint is not settled by the respective supervisor to whom the appeal is made in Level One in five (5) school days, or the aggrieved receives no communication on the resolution of the grievance in five (5) school days after presentation of the grievance, the teacher may file his grievance in writing within ten (10) school days after the original presentation to the principal with the Superintendent of Schools.

Such communication should notify the Superintendent whether the aggrieved wishes the Association representation to be or not to be present and should be filed with the knowledge of his principal and/or supervisor that this second step is being taken.

A report from the principal and/or supervisor shall be submitted to the Superintendent in conjunction with the appeal of the employee.

The Superintendent of Schools shall act on the grievance within twenty (20) school days.

### LEVEL THREE

If the aggrieved person is not satisfied with the Superintendent's decision or if no decision has been rendered within twenty (20) school days after the grievance was received by the Superintendent of Schools, the aggrieved may arrange an appointment through the Superintendent with the Board of Education for discussion.

This request must be made in writing through the Superintendent of Schools, and must be filed no later than ten (10) school days after the Superintendent's decision or thirty (30) school days after referral to him. The Association, at the written request of the aggrieved, may be represented at all sessions involving the aggrieved and the Board of Education.

## GRIEVANCE PROCEDURE continued .....

The arbitrator who will ultimately be chosen shall be the one, if any, who appears on both acceptable lists with the lowest average number of placement. In the event that there are no arbitrators that are agreeable to the parties, a new list will be requested and the same procedure will be followed until a satisfactory arbitrator is chosen.

The arbitrator so selected shall confer with the representatives of the Board and the individual, or at the option of the individual, with representatives of his Association, and hold hearings promptly and shall issue his decision not later than the (10) school days from the date of 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 decision of the arbitrator shall be advisory and non-binding but may be made available to the public without consent of the other parties.

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 equally by the Board and the individual or if endorsed by the Association if applicable.

1. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties interested and their designated or selected representatives, heretofore referred to in this section.
2. 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.

SALARY SCALE PLACEMENT

The Superintendent is authorized to credit for placement on the salary schedule past service of an applicant for employment in this district on the basis of one year credit for each year of teaching the same or a related subject in a public school located in this state or in any state or territory under U.S.A. cognizance; and for service in the military of this country, one year credit on schedule for each year served to a maximum of four years credit.

EXTRA CURRICULAR ACTIVITIES

Both the teachers and the Board recognize the importance of the involvement of the faculty and staff in all aspects of the school program and activities. In some cases, extra curricular activities are as important as the regular curriculum. Therefore, we encourage and look with a positive view on those staff members who work within this concept. We recognize that some activities demand remuneration. Appointments will be made by the Board of Education on the recommendation of the Superintendent of Schools and compensation will be as follows:

Yearbook	\$250 per annum
Parade Assistance	\$20 per parade

LUNCH PERIODS

The District through the Principal will make every effort to schedule teachers for a minimum of thirty (30) minutes duty-free lunch time. However, in the event of an emergency or lack of supervision the Principal has the responsibility to ensure proper supervision of the children.

GRADUATE SCHOOL REIMBURSEMENT

The Board shall provide for a course reimbursement program, for teachers who attend an approved college or university, to the maximum amount of five thousand (\$5,000) dollars per fiscal year. In order to qualify for reimbursement, the following requirements shall be met:

- A. Courses will be of a graduate level, directly related to the Teachers' area of instruction, specialty or related field and approved by the Superintendent of Schools.

CASHING IN ACCUMULATED SICK LEAVE continued .....

salary and 1/240 of a 12-month employee's annual salary.

This will be effective for the 1979-80 school year

#### TEACHER EVALUATION

The Superintendent will work closely consulting with the Teachers' Association in developing policies and procedures for tenured teacher evaluation.

The President of the Association and or a delegate will be a member of the committee on tenure teacher evaluation. The committee will make recommendation to the Superintendent by September 15, 1979. The Superintendent will make final recommendation to the Board for the September Board of Education Meeting.

#### REDUCTION IN FORCE

Should it become necessary to reduce the number of employees in the District, the laws and regulations of the State shall be the controlling guides. If, in the case of such reduction, candidates for termination are nontenured personnel only, selection shall be based on effectiveness of the employees in their position, length of service in the District, range of certificates held and educational accomplishments.

It is the responsibility of the Board to provide the necessary staff for the furtherance of the educational program and the operation of the schools of the District but to do so in a efficient manner consistent with the responsibility of the Board to its constituency for the judicious allocation of its resources.

The Board reserves the right in accordance with statute to reduce the number of teaching staff members, employed in the District whenever, in the judgement of the Board, it is advisable to abolish any such positions for reasons of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the District or for other good cause.



## REDUCTION IN FORCE continued .....

perform said newly structured job.

5. Any change in number of positions, or duties assigned to a position, shall be presented to the Superintendent in writing, for consideration by the Board.

B. Procedure for Reducing Staff

When the Board has approved the elimination of a position, it shall be the responsibility of the Board Secretary to:

1. publish the seniority list of all employees in the affected category in accordance with the procedures specified in the NJ Administrative Code for Education (NJAC 6:3-1.10);
2. indicate on the seniority list the employee's name, years of seniority in the district, whether or not s/he is a tenured staff member, and the certificate(s) s/he holds;
3. in the event that two or more nontenured employees are immediately liable for dismissal or reduction in grade, request from the cognizant principal(s) all material relevant to their performance on the job and forward same to the Superintendent for review;
4. in the event that two or more tenured employees having the identical seniority entitlement are immediately liable for dismissal or reduction in grade, request from the cognizant principal(s) all material relevant to their performance on the job and forward same to the Superintendent for review;
5. maintain an eligibility list of those tenured employees dismissed due to reduction in staff, as a guide for reemployment whenever a vacancy occurs for a position in which the former employee is qualified;
6. Provide written notice to each affected staff member including the reason for reduction in staff.

SICK LEAVE

All 10-month contracted teachers shall be allowed sick leave with full pay for ten (10) school days in any school year. All 12-month contracted teachers shall be allowed sick leave with full pay for twelve (12) school days in any school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

MATERNITY LEAVE

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

1. Any teacher granted maternity leave shall at her request be restored to the same teaching position, subject area, and grade level vacated at the commencement of said leave.
2. No teacher shall be prevented from returning to work after childbirth solely on the ground that there has not been a specified time lapse between childbirth and the desired date of return. Physical examination may be requested.
3. The Board shall not remove any teacher from her duties during pregnancy unless the teacher cannot produce a certificate from her physician that she is medically able to continue teaching.

OTHER LEAVE

Other leaves of absence with or without pay may be granted by the Board, upon recommendation by the Superintendent, for good reasons.

All such requests must be approved in advance by the Superintendent of Schools upon recommendation of the building principal.

SUMMER PAY PLAN

Each teacher may individually elect to have ten (10) per cent of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final pay day in June, according to a schedule of payment throughout the summer as requested by the teacher, or upon death or termination of employment, if earlier.

EXCEPTIONS

When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their paycheck on the last previous working day.

WITHHOLDING OF INCREMENTS

The Board of Education reserves the right to withhold increments and adjustments in any given year with due notice to the teacher at least three months prior to the issuance of contracts.

## DEDUCTIONS FROM SALARY continued .....

by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change. Any teacher may have such deductions discontinued at any time upon forty five (45) days written notice to the Board, subject to statute.

DURATION OF AGREEMENT

This Agreement shall be effective as of \_\_\_\_\_,  
and shall continue in effect until \_\_\_\_\_. This  
Agreement shall expire on the date indicated unless an extension is agreed  
to in writing by both parties.

Witness:

Dated 6/27/79

Burlington County Teachers'  
Association

Edward Colona

President, Teachers' Association  
Edward Colona

Secretary, Teachers' Association  
Eileen Uray

Charles Caruso  
Chief Negotiator, Teachers' Association  
Charles Caruso

Burlington County Board of Education

Robert C. Corson  
President, Board of Education  
Robert C. Corson

Charles A. Tier  
Secretary, Board of Education  
Charles A. Tier

Carmine DeSopo  
Negotiator, Board of Education  
Carmine DeSopo

SALARY GUIDE 81-82

Years	Bachelor's	+15	+30	Masters	+15	+30
1	12,700	13,012	13,220	13,428	13,635	13,843
2	13,012	13,324	13,532	13,740	13,947	14,155
3	13,376	13,688	13,896	14,104	14,311	14,519
4	13,740	14,052	14,260	14,468	14,675	14,883
5	14,104	14,416	14,624	14,832	15,039	15,247
6	14,520	14,832	15,040	15,248	15,455	15,663
7	14,936	15,248	15,456	15,664	15,871	16,079
8	15,352	15,664	15,872	16,080	16,287	16,495
9	15,820	16,132	16,340	16,548	16,755	16,963
10	16,288	16,600	16,808	17,016	17,223	17,431
11	16,756	17,068	17,276	17,484	17,691	17,899
12	17,276	17,588	17,796	18,004	18,211	18,419
13	17,796	18,108	18,316	18,524	18,731	18,939
		18,628	18,836	19,044	19,251	19,459
		19,356		19,564	19,771	19,979
				20,084	20,291	20,499
					20,811	21,019
						21,539

Longevity: \$300 at the beginning of the 5th, 10th, 15th and 20th year.