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EDUCATIONAL TEACHING CONTRACT

1980 - 1982

WOODBURY HEIGHTS BOARD OF EDUCATION

AND

WOODBURY HEIGHTS EDUCATION ASSOCIATION

LIBRARY
Institute of Management and
Labor Relations

SEP 29 1981

RUTGERS UNIVERSITY

EDUCATIONAL TEACHING CONTRACT
FOR THE YEARS 1980 - 1982

This Agreement made this first day of April 1980, by and between the WOODBURY HEIGHTS BOARD OF EDUCATION, hereinafter referred to as the "Board", and the WOODBURY HEIGHTS EDUCATION ASSOCIATION, hereinafter referred to as "The Association".

WITNESSETH:

WHEREAS, the parties hereto wish to commit their mutual understandings to writings; and

WHEREAS, the WOODBURY HEIGHTS BOARD OF EDUCATION as well as the WOODBURY HEIGHTS EDUCATION ASSOCIATION deems it to be in the best interest of all parties involved to commit their verbal agreements to writing;

NOW THEREFORE, in consideration of the covenants and promises hereinafter mutually to be kept and performed by each party, it is agreed as follows:

ARTICLE I - RECOGNITION

Woodbury Heights Board of Education recognizes Woodbury Heights Education Association as the sole and exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all certified, permanent employees in the bargaining unit.

ARTICLE II - MANAGEMENT RIGHTS

The Board of Education reserves to itself and to its agents full jurisdiction, authority, and responsibilities over matters of

policy and retains the right, subject only to ~~the~~ specific limitations imposed by the language of this Agreement, and in accordance with applicable laws and regulations, to:

A. Direct employees of the School District.

B. Hire, promote, transfer, assign, reassign and retain employees in positions in the School District; and to suspend, to demote, to take other disciplinary action against employees; and when necessary and for just cause, to discharge employees.

C. Relieve employees from duty because of lack of work or other legitimate reasons.

D. Maintain the efficiency of the operations of the School District entrusted to the Board.

E. Determine the methods, means and personnel by which such operations are to be conducted.

F. Take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

ARTICLE III - LONGEVITY BONUS

There shall be a single lump sum longevity bonus payment at the completion of the tenth, fifteenth, and twentieth year of teaching service in Woodbury Heights in the amount of \$100.00 and in the twenty-fifth year in the amount of \$200.00, subject to necessary financial deductions.

ARTICLE IV - TENURE PAYMENT

Only teachers employed during the 1974-1975 school year who are presently tenured or who shall be tenured during the 1975-1976 and 1976-1977 school year shall receive the sum of \$200.00 in addition to the stated salary guide attached hereto and designated "Exhibit A" and "Exhibit B".

ARTICLE V - SALARY SCHEDULE

The salary schedules referred to as "Exhibit A" and "Exhibit B" are attached hereto and incorporated by reference into this paragraph for the sake of brevity.

ARTICLE VI - BEREAVEMENT LEAVE

A maximum of five days shall be permitted in instances of bereavement caused by the death of father, mother, brother, sister, son or daughter, grandparents, mother-in-law, father-in-law, husband, wife, sister-in-law or brother-in-law.

Three days shall be granted as of right and an additional two days may be granted for travel, subject to the approval of the Administrative Principal.

ARTICLE VII - SICKNESS IN FAMILY

A maximum of five days shall be permitted in instances of sickness in the family. Family should include a father, mother, brother, sister, son or daughter, grandparents, mother-in-law, father-in-law, or husband or wife.

One day shall be granted as of right and four additional days may be granted by the Administrative Principal.

The sickness allowance provision is non-cumulative and expires at the termination of the yearly contract.

In the event that the Administrative Principal approves the additional four days sick leave to teachers, it is understood that the teachers shall be paid a sum equal to her daily employment less that sum paid to a substitute teacher.

ARTICLE VIII - TEACHER'S SICKNESS

A. A maximum of ten days absence from school due to sickness

shall be permitted during each school year without loss of pay.

B. During the next ten days of absence due to sickness, the cost of the substitute shall be deducted from teachers normal salary. Teachers shall be entitled to the difference in said adjustment.

C. A leave of absence without pay shall be granted for any remaining period of absence due to sickness.

D. All sick days not utilized in any one year which remain from the basic ten day sick leave period shall be cumulative and may be used for additional sick leave time as needed in subsequent years of employment.

E. The Administrative Principal may, at his discretion, require a physician's statement certifying the illness of teacher or may direct the designated school physician to examine said teacher who is absent on account of illness.

F. On or before September 30th of each year, the Board Secretary shall present to each employee the current total of his/her unused sick days.

G. Effective during the 1981-1982 school year reimbursement will be given for unused sick leave after fifteen (15) years of service in the district after having complied with the following:

- a. When formally submitting retiring papers to the State of New Jersey after fifteen years of service, one-fifth of unused accumulated sick days will be reimbursed at the prevailing substitute rate of pay.

ARTICLE IX - BOND PURCHASE, ANNUITY PLAN,
AND DENTAL PLAN DEDUCTION

A. The Board agrees to make deductions for U.S. Savings Bond purchases and a selected teacher annuity plan. One annuity plan may be selected by the Association and made known by the Association to the Board Secretary.

B. The parties are agreed that at least fifty-percent (50%) of all teachers will participate in these programs or they shall not be instituted. Further, at least twenty-five percent (25%) of all teachers shall maintain enrollment in these plans during the term of the Agreement.

C. Beginning September 1, 1981 the Board agrees to provide dental coverage for all employees, both Basic and Prosthodontic Plans,

with a \$25.00 deductible. The Board will also make deductions from employees salaries for family dental coverage. The providing company, New Jersey Blue Shield, requires a minimum of twenty-five employees to be enrolled.

ARTICLE X - JURY DUTY

Time spent on jury duty or in answering a subpoena of the court, providing the teacher is not a party to the suit, shall be granted without loss of pay subject to the filing of appropriate proof with the Secretary of the Woodbury Heights Board of Education.

ARTICLE XI - PROFESSIONAL ABSENCE

When authorized in advance by Board of Education, time will be granted without loss of pay for teachers to visit other schools, to attend educational meetings, or for other similar professional purposes.

Reports of such visits shall be made in writing, to the Administrative Principal and forwarded to the Board of Education.

ARTICLE XII - LEAVE OF ABSENCE

A. Any teacher desiring a leave of absence shall make a written request to the Board of Education that shall be submitted through the office of the Administrative Principal.

B. The request shall state the period of time requested and the reason for leave of absence.

C. Whenever permission for a requested leave of absence, without pay, is granted by the Woodbury Heights Board of Education, a date certain shall be fixed by said Board before it shall be necessary for the requesting teacher to indicate and advise said Board of an intention of returning at the expiration of the period of leave.

D. Teacher shall notify the Board of his intention to return no later than the date previously specified by said Board. In the event teacher does not notify the Board prior to that date specified, the act of non-notification shall constitute a breach of contract and shall terminate Board's obligations to teacher for the forthcoming school teaching year.

ARTICLE XIII - PERSONAL LEAVE

A. Teachers shall be entitled to four days per school year, cumulative, leave with pay for the 1980/1981 and 1981/1982 school year which may be used in the following manner:

- a. One day(1) personal leave without explanation.
- b. Before or after a holiday or before or after two or more consecutive school days (with a maximum of four days together), after having submitted a written request to Administrative Principal thirty days prior to personal leave.
- c. Seniority shall prevail under Item b in the event of more than 15% of staff requesting same personal days.
- d. Maximum of one request per person, per school year regarding personal days off before and after a holiday and consecutive school days.
- e. The above rule will be in effect for two(2) years only. After two years we will revert to previous two days personal leave per year (non-cumulative).

B. The Administrative Principal may, within his sole discretion, grant three additional personal days leave with pay, less the pay of the substitute necessary for replacement.

ARTICLE XIV - UNEXCUSED ABSENCE

A. A deduction of 1/200th the rate of the annual salary shall be made for each day of absence for any reason other than those hereinbefore enumerated. This deduction shall be applied even though the full ten days sick leave has not been used up.

ARTICLE XV - MEDICAL COVERAGE

A. The Board shall provide and pay for 100% of the cost of Blue Cross coverage, Blue Shield coverage with Rider "J" and major medical family plan coverage.

B. In the event teacher finds it unnecessary to be provided with medical family plan coverage, then and in that event, the Board shall provide coverage through the Washington National Insurance Co., not to exceed the cost of the family plan coverage.

ARTICLE XVI - PAYMENT PLAN

A. Teacher may request Board to withhold ten percent

of teacher's yearly salary, said sum to be submitted to teacher in two equal installments payable in July and August of each year, or payable in one lump sum at the end of the school year.

ARTICLE XVII - EDUCATIONAL REIMBURSEMENT

The Board shall reimburse fifty percent of the total true tuition and registration fee and one required text book for successfully completed courses that the teachers take to further their studies at the elementary school level or supervision thereof.

Part-time teachers and school nurses are included in proportion to the time spent teaching in our school.

All courses must be approved by the Administrative Principal and authorized by the Board of Education prior to registration.

ARTICLE XVIII - WORKING AND TEACHING HOURS

A. All teachers shall be in the school building and ready for regular classes no later than fifteen minutes prior to the call of school and shall leave the building no earlier than fifteen minutes after dismissal, Mondays through Fridays, inclusive.

B. School will be in session according to the calendar adopted by the Board yearly (Appendix E of Board Policy). Part sessions of school shall be minimum of four hours and will be considered as full days of school. Substitute teachers will be paid and records of teachers' absences will be maintained on this basis.

C. Hours of the school day will be:

Kindergarten

Full Session Days

Morning Session 8:45 A.M. to 11:30 A.M.

Afternoon Session 12:45 P.M. to 3:15 P.M.

Half Session Days

Morning Session 8:45 A.M. to 10:45 A.M.

Afternoon Session 10:45 A.M. to 12:45 P.M.

One to Sixth Grades

Full Session Days

Morning Session 8:45 A.M. to 11:45 A.M.

Afternoon Session 12:45 P.M. to 3:15 P.M.

Half Session Days

Morning Session 8:45 A.M. to 12:45 P.M.

ARTICLE XIX - GENERAL DUTIES

The duties of teachers may be defined in broad terms as:

- A. Provide classroom instruction.
- B. Provide instruction of physical education according to the laws of the State of New Jersey (18A:35-7).
- C. Maintain disciplinary control over the pupils in their charge.
- D. Attend inservice meetings and any other meetings for professional improvement upon approval of the Board.

ARTICLE XX - SPECIFIC DUTIES

The specific duties of teachers include, but are not limited to the following:

- A. Participate in the two fire drills per month required by the laws of the State of New Jersey (18A:41-1); the teacher shall close all doors and windows, observe that each child leaves the room, and take roll call outside the building.
- B. Lead the daily flag salute and oath of allegiance, which are to be rendered with the right hand over the heart as required by the laws of the State of New Jersey (18A:36-3).

C. Instruct pupils in their charge in safety and accident prevention.

D. Maintain awareness of hazards, and report immediately to the Administrative Principal any potentially dangerous conditions of the building, ground, or equipment.

E. Maintain written lesson plans at least one week in advance, and submit these plans to the Administrative Principal weekly.

F. Post a daily schedule and adhere to it, within reason.

G. Prepare a list of textbooks, materials, supplies, and equipment needed for the coming year.

H. Observe the principles of good housekeeping in the classroom and in all other parts of the school used, and prevent the abuse of property or materials by the children.

I. Keep and maintain required class records as defined by the Administrative Principal, i.e. registers, report cards, failure notices, etc.

ARTICLE XXI - RELATION OF TEACHERS TO PUPILS

It is the duty of the teacher:

A. To treat all children without discrimination of any sort.

B. To guard all information told in professional confidence by a child or an adult.

C. To refrain from influencing unjustly the minds of pupils entrusted in his care.

D. To maintain poise and self-control at all times in dealing with children.

E. To take advantage of all opportunities to develop pupils' characters both by precept and example.

ARTICLE XXII - RELATION TO OTHER TEACHERS

It is the duty of the teacher:

A. To assist in determining and carrying out the policies of the system and to refrain from shifting to another the responsibility which should be borne by himself.

B. To help associates with constructive advice and ideas and to give due credit for assistance received and achievements attained.

C. To refrain from interfering in any way, unless official position warrants, with the classroom affairs of an associate.

D. To avoid gossip about or adverse criticism of fellow teachers in conversation with others, both within and without the school system.

E. To refrain from criticizing a former teacher by implying that he or she has not given the proper education foundation.

F. To organize properly and leave for his/her successor such information, data, and records as may be needed in beginning the next year's work.

ARTICLE XXIII - TEACHERS' MEETINGS

Teachers' meetings are called at the discretion of the Administrative Principal, but at least once a month. It is an important professional requirement that teachers attend all meetings. The Administrative Principal shall act as chairman, and shall present an agenda, which may be supplemented by items proposed by any teacher.

ARTICLE XXIV - SALARY ADJUSTMENTS

Salary adjustments, which involve a change in status of employees between contract signings, will be handled as follows:

A. Employee to furnish the Board with written verification of additional degrees or hours of completed study.

B. At the next regular Board meeting the verification will be acted upon. If verification indicate a change in status is required, the Board will act on a new contract.

C. The salary adjustments will become effective at the next pay period after the Board action.

ARTICLE XXV - RETIREMENT

Teachers who are members of the Teacher's Pension and Annuity Fund may be retired when the fifty-fifth birth date is attained. All teachers are compelled to retire at the close of the school year in which the seventieth birth date is attained (18A:66-43).

ARTICLE XXVI - FIELD TRIPS

Each teacher sponsoring a field trip or other extra-curricular activity shall submit, in writing, full details of the planned program to the Administrative Principal, who shall in turn request permission from the Board.

ARTICLE XXVII - SMOKING

A. No teacher shall smoke in the presence of school pupils while on school property during those hours of a school day when he or she is functioning in the capacity of his or her position.

B. Smoking is permitted in the teachers' room and principals office only.

C. No possession or drinking of alcoholic beverages during school hours.

ARTICLE XXVIII GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" shall mean a complaint by an employee of the Public School System that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of an established policy governing employees except that the term "grievance" shall not apply to (a) any matter for which a method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board of Education except those that have been preempted by Section 13 of Chapter 123, laws of 1974 or (d) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone (e) a complaint of a non-tenure teacher which arises by reason of his not being re-employed (f) or a complaint by any certificated personnel occasioned by appointment to, lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated by the employee within twenty-five (25) school days of its occurrence. If grievance is continued beyond the last working day of the school year, any reference to school days shall be construed to mean week days.
2. A "grievant" is an employee or the Association who files a grievance.
3. "Day" means calendar day. Saturday, Sundays and State mandated legal holidays are excluded as the last day of the time limit.

4. "Representative" is a person or agent designated to represent either party in the grievance procedure.
5. "Party in interest" is a person, agent or agency with an interest in the grievance.

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 regarding allegations that specific provisions of this Agreement have been violated. Both parties agree that these proceedings will be kept as informal and confidential as possible at any level of the procedure.

C. PROCEDURE

1. Time Limit -- 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 a time that it cannot be processed through all of the steps of this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, the grievance could result in irreputable harm to a party in interest, the time limit 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 practical.

Specified Time Limits

3. a. Failure by a grievant to process a grievance within the specified time limits of this procedure shall render the grievance as settled in favor of the Board.
- b. Failure to issue a decision within the specified time limit of this procedure shall render the grievance settled in favor of the grievant.

D. PROCESSING

1. Level 1 -- Administrative Principal or Immediate Superior --
A grievance to be considered under this procedure must be initiated by the employee within twenty-five (25) days of its occurrence or at the time when the aggrieved would have been reasonably expected to know of the occurrence. A teacher with a grievance shall first submit the grievance in writing to his or her Administrative Principal or immediate superior. The grievant may submit the grievance directly or through the Association's designated representative. The grievance must be on the proper form. The following should be set forth on the grievance form:
 - A. The nature of the grievance.
 - B. The section of the contract that is specifically violated.
 - C. The results of previous discussions, if any were held.
 - D. If the grievance is processed above level 1, the grievant should note his or her dissatisfaction with the decision previously rendered.

The Administrative Principal shall communicate his or her decision to the grievant in writing within eight (8) school days after the receipt of the written grievance.

2. Level 2 -- Board of Education -- If the grievance is not resolved to the grievant's satisfaction at the Administrative Principal's level, the employee may request that this grievance be forwarded on appeal to the Board of Education within ten (10) school days after receipt of the Administrative Principal's decision. This request shall be submitted in writing to the Administrative Principal, who shall attach all related papers and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance and shall, by mutual agreement of both parties, hold a hearing with the grievant and render a decision in writing within twenty (20) school days of receipt of the grievance by the Board or of the date of the hearing with the employee whichever comes later. The decision of the Board will be final and binding, unless the grievant appeals the decision to an advisory fact finder within ten (10) school days after the employee has received the Board's decision in writing.

3. Level 3 -- Fact Finding

a. If the employee is dissatisfied with the decision of the Board of Education, only the Teacher's Association may request the appointment of a fact finder. Such a request is to be made known to the Administrative Principal no later than ten (10) school days after receipt of the decision, in writing, of the Board of Education by the employee. The Association agrees to save the Board of Education harmless from any legal action or suit that may occur as a result of the Association's exercise of its rights in this paragraph.

b. This request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing of said grievant or grievants and the organizations representing them to submit the underlying dispute to any other administrative or judicial tribunal.

c. A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as a fact finder in the dispute in question.

d. If the parties are unable to determine a mutually satisfactory fact finder from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

e. If the parties are unable to determine, within ten (10) school days of the initial request for fact finding, a mutually satisfactory fact finder from the second submitted list, the American Arbitration Association may be requested by either party to designate a fact finder.

5. Limitations

a. The fact finder shall limit the hearing to the issue submitted to him or her and shall consider no other material or evidence.

b. The fact finder can add nothing to, nor subtract anything from the Agreement between the parties.

c. The hearing will entertain evidence, testimony and arguments only on those matters that are specifically considered grievable under this contract as defined in Section A-1 of this Article.

d. The fact finder shall establish rules for the hearing, except as provided herein.

e. The fact finder shall first rule on the admissibility of the grievance to the fact finding hearing, if so requested by either party.

f. The fact finder shall have no power to make an advisory award, inconsistent with law.

E. COSTS

1. Each party will bear the total cost of case preparation and representation incurred by that party. The fees and expenses of the fact finder are the only costs which will be shared by the two (2) parties and such costs will be shared equally.

2. If time is lost by an employee due to fact finding proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must be either without pay or charged to personal time. Employee case preparation and post-hearing briefings will not be conducted during scheduled assignments.

F. GENERAL PROVISIONS

1. Right of Representation -- Any aggrieved person may be represented at all stages of the grievance procedure by a representative selected or approved by the Association. The Association agrees to save the Board of Education harmless from any legal action or suit that may occur as a result of the Association's exercise of its rights in this paragraph.

2. No prejudice will attend any party in interest by reason of the utilization or participation in the grievance procedure. The following or pendency of any grievance shall not impede the normal management and operation of the schools.
4. All records of grievance processing shall be filed separately.
5. Forms for grievance processing shall be mutually agreed upon by the parties to the Agreement. The Association will distribute the forms as they are required.
6. Parties in interest will cooperate in investigating and providing pertinent information concerning a grievance being processed.
7. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties in interest and their designated or selected representative, hereto referred to in this procedure.

ARTICLE XXIX - FULLY-BARGAINED
PROVISION

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall 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 party or both parties at the time they negotiated or executed this Agreement. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE XXX - DURATION

This agreement is effective July 1, 1980 and shall remain in full force and effect until June 30, 1982.

WOODBURY HEIGHTS BOARD OF EDUCATION

BY: *H. P. Reed*
Board President

WITNESS:

Edith R. Moore
Secretary

BY: *P. J. Green*
Chief Negotiator

WOODBURY HEIGHTS EDUCATION ASSOCIATION

BY: *Nancy C. Catendo*
Association President

WITNESS:

Beth A. Patey
Secretary

BY: *Judith L. Stalter*
Chief Negotiator

1980/81 SALARY GUIDE EXHIBIT A

Yrs. of Exp.	Bachelor Degree	Bach + 15	Bach + 30	Masters Deg.	Mas + 15	Mas + 30	PhD.
1	10,736	10,936	11,136	11,536	11,736	11,936	12,336
2	11,149	11,349	11,549	11,949	12,149	12,349	12,749
3	11,552	11,752	11,952	12,352	12,552	12,752	13,152
4	12,167	12,367	12,567	12,967	13,167	13,367	13,767
5	12,806	13,006	13,206	13,606	13,806	14,006	14,406
6	13,700	13,900	14,100	14,500	14,700	14,900	15,300
7	14,048	14,248	14,448	14,848	15,048	15,248	15,648
8	14,396	14,596	14,796	15,196	15,396	15,596	15,996
9	14,919	15,119	15,319	15,719	15,919	16,119	16,519
10	15,384	15,584	15,784	16,184	16,384	16,584	16,984
11	15,906	16,106	16,306	16,706	16,906	17,106	17,506
12	16,428	16,628	16,828	17,228	17,428	17,628	18,028
13	16,892	17,092	17,292	17,692	17,892	18,092	18,492
14	17,241	17,441	17,641	18,041	18,241	18,441	18,841
15	17,706	17,906	18,106	18,506	18,706	18,906	19,306

Those at the 15th step or above will receive 8% of their present salary for the 80/31 school year.

1981/82 SALARY GUIDE

EXHIBIT B

Yrs./Exp.	Bach. Deg.	Bach + 15	Bach + 30	Masters Deg	Mas + 15	Mas + 30	Ph D.
1	11,570	11,770	11,970	12,370	12,570	12,770	13,170
2	11,986	12,186	12,386	12,786	12,986	13,186	13,586
3	12,399	12,599	12,799	13,199	13,399	13,599	13,999
4	12,802	13,002	13,202	13,602	13,802	14,002	14,402
5	13,417	13,617	13,817	14,217	14,417	14,617	15,017
6	14,056	14,256	14,456	14,856	15,056	15,256	15,656
7	14,950	15,150	15,350	15,750	15,950	16,150	16,550
8	15,298	15,498	15,698	16,098	16,298	16,498	16,898
9	15,646	15,846	16,046	16,446	16,646	16,846	17,246
10	16,169	16,369	16,569	16,969	17,169	17,369	17,769
11	16,634	16,834	17,034	17,434	17,634	17,834	18,234
12	17,156	17,356	17,556	17,956	18,156	18,356	18,756
13	17,678	17,878	18,078	18,478	18,678	18,878	19,278
14	18,142	18,342	18,542	18,942	19,142	19,342	19,742
15	18,492	18,692	18,892	19,292	19,492	19,692	20,092

Those at the 15th step or above will receive \$1250.00 for the 81/82 school year.