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A G R E E M E N T

between the

GIBBSBORO EDUCATION ASSOCIATION

and the

BOARD OF EDUCATION OF GIBBSBORO

THE COUNTY OF CAMDEN, NEW JERSEY

1981-1982

LIBRARY
Institute of Management and
Labor Relations

OCT 6 1981

RUTGERS UNIVERSITY

PREAMBLE

This Agreement entered into this 1st day of July, 1981, by and between the Board of Education of the Borough of Gibbsboro, New Jersey, hereinafter called the "Board," and the Gibbsboro Education Association, hereinafter called the "Association."

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>Pages</u>
	Preamble	
I.	Recognition.	1
II.	Negotiation Procedure.	2
III.	Grievance Procedure.	3
IV.	Teacher Rights	4
V.	Teacher Employment	5
VI.	Salaries	6
VII.	Promotions	7
VIII.	Sick Leave	8
IX.	Temporary Leaves of Absence.	9
X.	Sabbatical Leaves.	10
XI.	Professional Development and Educational Improvement.	11
XII.	Deduction from Salary.	12
XIII.	Preparation Time	13
XIV.	Board Rights	14
XV.	Duration of Agreement.	15

APPENDIX

1980-1981 Salary Guide and Related Benefits. .	Schedule A
Payment Schedule for Extra-Curricular Activities.	Schedule B
Lunch Duty Compensation.	Schedule C

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel presently under 10 month contract with the Board and duly certified by the State Department of Education for the position which they hold.

- B. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

ARTICLE IINEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-1 et seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment not later than October 1, 1981.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Neither party's representatives shall be empowered to make any final decisions.
1. Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters they wish to discuss.
 2. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from assigned instructional responsibilities, unless otherwise agreed.
 3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- C. This Agreement incorporates the entire understanding of the parties and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE IIIGRIEVANCE PROCEDUREA. Definitions

A "grievance" is a claim by a teacher, group of teachers, or the Association as to the interpretation, application, or violation of policies and agreements, relating to terms and conditions of their employment.

B. Procedure for Adjustment of a Grievance:

- (1) The Board of Education recognizes the Gibbsboro Teachers' Association as a representative of the professional staff of the Gibbsboro Public School District.
- (2) Each employee shall initiate a grievance within (30) days after the occurrence.
- (3) The employee shall appeal to the Administrative Principal and shall have a right of final appeal, to the Board of Education for a hearing. The appeal shall be submitted in writing through the Administrative Principal and shall include a full statement of the nature of the appeal and a detailed account of all the facts upon which the appeal is based.
- (4) Having followed the sequence outlined above, employees of the school district shall have the right to present their appeals in person or through a representative of the Gibbsboro Teachers' Association when presenting their appeals to the Administrative Principal and/or to the Board of Education or a committee thereof.
- (5) When the case is heard by the Board of Education or a committee thereof, an opportunity shall be given to present any relevant and material evidence and a full discussion shall take place. The Board of Education or its committee shall, at said hearing, or by independent investigation, seek to secure all evidence pertinent to the appeal.
- (6) The Board of Education will forward, through the Administrative Principal, a written response to the employee within thirty (30) days following the hearing.
- (7) In the event that a grievance shall remain unresolved after following the above mentioned procedure, and the aggrieved party decides to appeal to the Commissioner of Education, State of New Jersey, notice in writing of such proposed action shall be given to the Board of Education, Administrative Principal, and the Gibbsboro Teachers' Association at least seven (7) days before the commencement of said proceedings.

ARTICLE IV

TEACHER RIGHTS

- A. The Board and Association agree that every teacher shall have the right freely to organize, join and support the Association or any other employee organization with the purpose of engaging in collective negotiations concerning the terms and conditions of employment. Neither the Board nor Association will directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by H.J.S.A. 34:13A-1 et seq.

ARTICLE V

TEACHER EMPLOYMENT

- A. The amount of experience to be credited to an incoming teacher shall be based on the quality of the experience, as well as the number of years experience. This will be decided by the Board of Education upon recommendation of the Administrative Principal. (Example: nursery school experience may not be judged acceptable)

Part-time teachers transferring to full time teaching would only receive credit for actual teaching experience. (Example: a part-time teacher, teaching 2½ days, would require two years to have one year's teaching experience.)

Part-time teaching salaries must also be adjusted to meet the above regulations and in keeping with State laws and regulations.

- B. All veterans of our Armed Forces who are to be employed as teachers will be given credit for their active service as follows:

0 - 9 months	no credit
9 months - 1 year 9 months	1 year
1 year 9 mo. - 2 yr. 9 mo.	2 years
2 years 9 mo. - 3 yr. 9 mo.	3 years
3 years 9 mo. - 4 yr. 9 mo.	4 years

- C. Previously unused sick leave days will be restored to all teachers returning from an approved leave of absence.
- D. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 30 of each year. Contracts are to be returned with ten (10) days.
- E. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day, where possible, shall be open to the entire staff, and where possible, shall be agreed upon before June 10th of the preceding school year or upon issuance of a contract to persons hired beyond that date, and shall be compensated according to the rate of pay in Schedule B. In any event, the Board of Education shall have the final choice of a teacher to participate in such extra-curricular activity.

ARTICLE VI

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- B. 1. Teachers may individually elect to have up to and including ten (10%) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on the final pay day in June or according to a schedule of payment throughout the summer as requested by the teacher.
2. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.
3. Teachers shall receive the pay schedule for the following year on the last working day in June if there is a change.

ARTICLE VII

PROMOTIONS

- A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility include but are not limited to positions as department head, chairman, or coordinator. All vacancies in promotional positions, including specialists and/or special projects teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Administrative Principal by posting a notice on a prominent bulletin board.

ARTICLE VIII

SICK LEAVE

- A. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Upon retirement, the retiring teacher shall be compensated for his or her accumulated sick leave at the rate of \$10.00 per day, not to exceed 100 days.

ARTICLE IXTEMPORARY LEAVES OF ABSENCE

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

1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Administrative Principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section.

Days of absence in the above categories may not be taken on the day before or the day after a holiday (except in the case of emergencies.)

Unused personal days at the end of each school year will be added to accumulated sick leave for the following school year.

2. Up to five (5) consecutive calendar days leave of absence will be granted to any teacher whose home is saddened by the death of an immediate member of his/her family: husband, wife, son, daughter, father, mother, sister or brother. Also father-in-law, mother-in-law, and grandparents if members of the immediate household. For death of mother-in-law, father-in-law, or grandparents not members of the immediate household two (2) days.

3. The Administrative Principal may grant up to one(1) day to each teacher for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

4. Up to two (2) days for all members of the Association to attend the convention of the N.J.E.A.

5. Additional days to be granted at the discretion of the Board of Education.

- B. Teachers requesting a temporary leave of absence without pay must make application to the Administrative Principal at least six (6) weeks in advance of such date (except in the case of emergencies) and the applicant for such leave shall be required to state the reason for taking such leave.

The Board shall take action on such request at its next regularly scheduled meeting following receipt by the Administrative Principal of the application for such leave.

Leave under this section may not be taken without the prior approval of the Board (except in the case of emergencies).

C. The Board shall grant maternity leave to a teacher upon request subject to the following stipulations and limitations:

1. Any teacher who becomes pregnant shall notify the Administrative Principal of such fact within sixty (60) days of medical confirmation. If such teacher desires a maternity leave of absence, notification shall be made to the Administrative Principal in writing no later than sixty (60) days before said leave is to begin.

2. The Board shall grant a maternity leave of absence to a tenure teacher without pay for a period of not more than two (2) years from the effective date of the application for such leave.

3. The Board shall not be required to extend the maternity leave of absence beyond the current contract year for a non-tenure teacher except for a third year teacher who has already been awarded her tenure contract.

4. Reinstatement of employees to whom such a leave of absence has been granted shall commence with the next regular school year following the expiration of such leave, provided that the application for reinstatement has been made in writing to the Administrative Principal prior to March 1st of the calendar year in which reinstatement is requested. Should such an application not be filed by March 1st of the year in which reinstatement is requested, the contract of the teacher shall be terminated.

5. The Board will assume no responsibility for re-assignment of such teacher to the same classroom, grade, or subject area. However, the Administrative Principal will attempt, to his fullest extent, to return a teacher to the same grade level that the teacher left.

ARTICLE XSABBATICAL LEAVESA. Purpose

A sabbatical leave shall be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system.

B. Conditions

Sabbatical leave shall be granted, subject to the following conditions:

1. Percentage of teachers

If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of ten (10%) per cent of teachers at any one time. There shall be only one from any grade.

2. Requests

Requests for sabbatical leave must be received by the administrative principal in writing in such form as may be mutually agreed on by the Association and the Administrative Principal, no later than January 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.

3. Minimum time to qualify

The teacher has completed at least seven (7) full school years of service in the Gibbsboro School District.

4. Pay

A teacher on sabbatical leave shall receive no pay for the duration of the sabbatical.

5. Return

Upon return from the sabbatical leave, a teacher shall be placed on the salary schedule at the level he would have been on during the sabbatical leave. He shall maintain his previous position providing the position has not been eliminated.

6. Granting of Requests

Sabbatical requests will be granted to qualified personnel on a first come basis. If a conflict should arise then seniority in the school system shall be used in determining who shall be granted the sabbatical.

ARTICLE XI

PROFESSIONAL DEVELOPMENT ANDEDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social changes and other topics related to education. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.
- B. To work toward the ends stated above, the Board agrees to the following:
1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take.
- C. The Board of Education shall reimburse teachers up to \$300.00 per year for graduate studies. Courses taken must be in a related field and be approved by the Administrative Principal. No reimbursement shall be made for courses taken that are required for certification.

ARTICLE XIIDEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its teachers' dues for the Gibbsboro Association, the Camden County Education Association, the New Jersey Education Association, and the National Education Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Gibbsboro Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate associations.

Teacher authorizations shall be made in writing and transmitted to the Board through the association treasurer.

2. 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.

3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deduction as of January 1 next succeeding the date on which notice of withdrawal is filed.

ARTICLE XIII

PREPARATION TIME

Full time teachers shall receive a minimum of 150 minutes of preparation time per week, in addition to their lunch period.

ARTICLE XIV

BOARD RIGHTS

A.

The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the United States and the State of New Jersey. Nothing herein contained shall be considered to deny or restrict the Board in the exercise of its responsibilities under the Laws of the State of New Jersey. Except as otherwise specified in this Agreement, the Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the school district to the full extent authorized by law. In exercising its powers, the Board, through its administrative staff, shall, subject to the provisions of this Agreement, exercise all of its managerial rights and authority to the extent permitted by law.

ARTICLE XV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1981, and shall continue in effect until June 30, 1982. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the parties have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

GIBBSBORO EDUCATION ASSOCIATION

GIBBSBORO BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

SCHEDULE "A"
GIBBSBORO SCHOOL

Teachers' Salary Guide for the 1981-1982
School Year as adopted by the Board of
Education at the Special Meeting held on
February 17, 1981.

STEP	B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30	INCRE.
1	12,300	12,600	12,900	13,500	13,800	14,100	
2	12,750	13,050	13,350	13,950	14,250	14,550	450
3	13,200	13,500	13,800	14,400	14,700	15,000	450
4	13,625	13,925	14,225	14,825	15,125	15,425	425
5	14,050	14,350	14,650	15,250	15,550	15,850	425
6	14,525	14,825	15,125	15,725	16,025	16,325	475
7	14,975	15,275	15,575	16,175	16,475	16,775	450
8	15,500	15,800	16,100	16,700	17,000	17,300	525
9	16,025	16,325	16,625	17,225	17,525	17,825	525
10	16,525	16,825	17,125	17,725	18,025	18,325	500
11	17,050	17,350	17,650	18,250	18,550	18,850	525
12	17,600	17,900	18,200	18,800	19,100	19,400	550
13	18,150	18,450	18,750	19,350	19,650	19,950	550
14	18,725	19,025	19,325	19,925	20,225	20,525	575
15	19,300	19,600	19,900	20,500	20,800	21,100	575

EACH TEACHER ALREADY ON TOP OF SCALE WILL RECEIVE \$1,650.

(1) The Board of Education will pay for 100% of the cost of the individual subscriber's premium for New Jersey Blue Cross and Blue Shield with Rider J and Major Medical Program coverage OR the Board will pay for an equivalent amount of coverage under the Washington National Insurance Company.

(2) The Board of Education will pay for 100% of the cost of the family plan premium for subscribers choosing New Jersey Blue Cross and Blue Shield with Rider J and Major Medical Program coverage.

(3) The Board of Education will pay 100% of the cost of the family plan premium for subscribers choosing Blue Cross of New Jersey Prescription Plan.

SCHEDULE "B"

1981 - 1982

Payment Schedule for Extra-curricular Activities

Student Government	\$300.00
Safety Patrol	\$300.00
Field Hockey	\$600.00
Basketball	\$600.00
Chorus Coordinator	\$400.00
Intramural Athletics	\$400.00
Intramural Athletics	\$400.00
Intramural Athletics	\$400.00
Intramural Athletics	\$400.00
Jr. High Coordinator	\$425.00

SCHEDULE "C"

1981 - 1982

Lunch Duty Compensation

1. Teachers assigned to this duty shall be compensated at the rate of \$10.00 per hour.
2. Teachers assigned to this duty shall only supervise one lunch period per day.
3. Teachers assigned to this duty shall be permitted to leave fifteen minutes after the close of the pupil's school day in order to compensate for the time loss during their lunch hour.
4. On those days when there is a GEA meeting, the Administration will provide supervision for the lunchroom, so that the members may attend said meeting.