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CLEMENTON EDUCATION ASSOCIATION

AND

CLEMENTON BOARD OF EDUCATION

COLLECTIVE BARGAINING AGREEMENT

1981 - 1983

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Labor Relations

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PREAMBLE

This Agreement entered into this 27TH day of APRIL, 1981, by and between the Board of Education of the Borough of Clementon, Camden County, New Jersey, hereinafter called the "Board" and the Clementon Education Association, hereinafter called the "Association".

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Association as the majority representative for collective negotiation concerning the terms and conditions of employment for all personnel whether under contract, on leave, employed or to be employed by the Board, including:

Teachers

School Nurse

but excluding:

Administrative Principal

Assistant Administrative Principal

Cafeteria Staff

Grounds Employees

Maintenance Employees

Custodial Personnel

Office Personnel

Secretary to the Board

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 Chapter 123, Public Laws 1975 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teacher's employment. Such negotiations shall begin not later than October of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers and shall be presented to the Board and the Association for adoption and execution.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representative shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.
- D. 1. All meetings between the parties shall take place when the teachers involved are free from assigned instructional responsibilities, at a time and place convenient to board members, unless otherwise agreed.
2. Should an amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, after tentative agreement by negotiating parties, adopted by the Board, and then signatures of the legal representatives of the Board and the Association be affixed.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement, as provided by Chapter 123, Public Laws of 1975.

ARTICLE IIIGRIEVANCE PROCEDUREA. Definition

A grievance is a claim based upon an event or condition which affects the terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of any of the provisions of the Agreement. A grievance to be considered under this procedure must be initiated by the teacher or group of teachers, within thirty calendar days from the time when the teacher or group of teachers knew of its occurrence.

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, 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, or (e) a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required, or (f) a complaint of a non-tenured teacher which arises by reason of his not being re-employed.

B. Procedure

1. Any employee who has a grievance shall discuss it first with his administrative principal in an attempt to resolve the matter informally at that level.

2. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the administrative principal specifying:

- (a) The nature of the grievance;
- (b) The nature and extent of the injury, loss, or inconvenience;
- (c) The results of previous discussions; and
- (d) His dissatisfaction with decisions previously rendered.

The Administrative Principal shall communicate his decision to the employee in writing within three (3) school days of receipt of the written grievance.

3. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the Administrative Principal who shall attach all related papers and

ARTICLE IIIGRIEVANCE PROCEDURE

forward the request to the Board. The Board, or a committee thereof, shall review the grievance, shall hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

4. If the decision of the Board does not resolve the grievance to the satisfaction of the employee, and the employee wishes review of said decision, the said employee shall notify the Board accordingly through the Administrative Principal within ten (10) days of the receipt of the Board's decision. The Board shall render a decision within five (5) days of the next succeeding regular scheduled Board meeting.

5. The Association, as bargaining agent for the aggrieved party, shall have the right to appeal the decision of the Board within thirty (30) days of the date of the decision of the Board. At such time, the Association shall notify the Board of Education of the Borough of Clementon, by serving upon the Administrative Principal a notice of its intent to seek arbitration of the dispute and shall, at that time, notify the Administrative Principal of the arbitrator selected by it to sit on the panel of arbitrators. The Board of Education shall, within thirty (30) days of the service of said notice, notify the Association of its selection as arbitrator and the two (2) arbitrators so appointed shall thereupon meet and between them select a third arbitrator from the list of panelists to be obtained from the American Arbitration Association.

6. All costs and expenses of the arbitration hearing incidental to the services of the American Arbitration Association shall be borne by the moving party.

7. The two (2) arbitrators appointed, one by the Association, one by the Board, shall make their selection of arbitrators within fifteen (15) days of the date a list of arbitrators is submitted by the American Arbitration Association to the two (2) arbitrators so appointed.

8. All proceedings under this appeal process herein described shall be in accordance with the rules, regulations, and practices of the American Arbitration Association and the decision of the three (3) arbitrators appointed as herein provided shall be binding upon all parties to the dispute.

ARTICLE IIIGRIEVANCE PROCEDURE

9. The award of the arbitrators shall be in writing and shall be submitted to the Board of Education of the Borough of Clementon and the Clementon Education Association in writing within fifteen (15) days after the decision of the arbitrators has been reached. Notice to the Board shall be given to the Administrative Principal of the school system of Clementon. Notice to the Clementon Education Association shall be given by forwarding a copy of the opinion of the arbitrators, by delivering, by ordinary mail, a copy of the opinion of the arbitrators to the then President of the Clementon Education Association.

C. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by representatives of his choosing.

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

D. Miscellaneous

1. 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.

2. 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, unless otherwise provided by law.

ARTICLE IVTEACHER RIGHTS

- A. Pursuant to Chapter 123, Public Laws 1975, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations for the mutual aid and protection of the Association. As a duly elected body, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in its employment of any rights conferred by Chapter 123, Public Laws 1975 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of this membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Law or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure.
- D. No teacher shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay. Whenever possible, such proceedings will not be scheduled during the teaching day.
- B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property upon 24 hours prior notice to the Administrative Principal, provided that this shall not interfere with or interrupt normal school operations.
- C. The Association and its representatives shall have the privilege to hold meetings in school buildings upon 24 hours notice to the Administrative Principal.
- D. The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The Association shall also pay for any damages, incurred to the equipment as a result of Association use.
- E. The Association shall have the privilege to purchase expendable office supplies and other materials from the Board at the price paid by the Board.
- F. The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of Association bulletin board in each of said rooms shall be designated by mutual agreement. Copies of all materials to be posted on such bulletin boards shall be given to the Administrative Principal, but no approval shall be required.

ARTICLE VI
TEACHER WORK YEAR

In-School Work Year

A. Ten (10) Month Personnel

The in-school work year for teachers employed on a ten month basis (other than new personnel who may be required to attend an additional one (1) day of orientation) shall not exceed one hundred and eighty (180) class teaching days per grade in addition to teaching days two (2) In-service days. In the event that additional days are required due to Legislature or Administrative rules and regulations, a period of up to two (2) additional days will be added to the In-School Work Year.

B. Definition of In-School Work Year

The In-School Work Year shall include days when pupils are in attendance, orientation days, in-service days, and any other days on which teacher attendance is required.

C. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required in inclement weather.

D. School Calendar

Each school year prior to the adoption of the ensuing year's calendar, the Board will make available to the Association, the proposed school calendar for the purpose of receiving the Association's recommendation concerning said calendar.

ARTICLE VIITEACHING HOURS AND TEACHING LOAD

A. As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to "clock in" or "clock out" by hours and minutes. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign in" roster as per existing practice.

B. Extra Pay for Extra Service

No teacher shall be required to teach both sessions of a split session system unless they voluntarily agree. And in that event, said teacher shall be paid at the normal substitute rate.

C. Preparation Time

Each classroom teacher shall, in addition to his/her lunch period, have weekly preparation time of 100 minutes. This time will not be consecutive time and will not be on a daily basis, but will total 100 minutes per week. In the second year of the within Agreement, said preparation time shall be increased to 130 minutes.

D. Lunch Period

1. Teachers shall have a duty free lunch period of at least 40 minutes per day.

2. Teachers may leave the school building without requesting permission during their scheduled lunch period, providing the teacher checks out and in.

ARTICLE VIIISALARIES

A. The salary guide shall apply to the following groups of employees:

1. Teachers
2. Nurse

B. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

C. 1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments with pay days being the 15th and 30th days of each month.

3. Teachers may individually elect to have 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, with interest.

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

5. Teachers shall receive final checks on the last working day in June.

D. Conditions Relating to the Guide:

1. Teachers being employed by the Board shall be allowed a maximum of four (4) years prior teaching service in a public school during their first year of teaching in the Clementon School District. An adjustment increment shall be allowed equal to the normal increment until the teacher with prior teaching service credit has attained his place on guide in subsequent years of service.

2. Every teacher, who after July 1, 1940, has served or hereafter shall serve in the military or naval service of the United States or of this State, including active service in the Woman's Army Corps., the Woman's Reserve or Naval Reserve, or any similar organization authorized by the United States to serve with the Army or Navy in the time of war or an emergency or for or during any period of training, or pursuant or in connection with the operation of any system of selective service, shall be entitled to any employment or adjustment to which he would have been entitled if he had been employed from the same period of time in some publicly owned and operated

ARTICLE VIIISALARIES

college, school, or institution of learning in this or any other state or territory in the United States, except that the period of such service shall not be credited toward more than four (4) employment or adjustment increments. Teachers being employed by the Board who had military service prior to the Clementon School District shall be allowed up to one-half (1/2) of their service time at the initial time of employment in the district. They shall be given an adjustment increment along with their regular increment until they have reached their normal place on the guide in subsequent teaching years in the district. Maximum military service credit will be up to and including four (4) years.

3. Teachers who are under contract and are teaching in the Clementon District and leave to go into the military service as a result of the Selective Service Act or leave for the Peace Corps, VISTA, National Teacher Corps, or a Fullbright Scholarship shall be allowed up to four (4) years credit on the salary guide for military service and up to two (2) years credit on the guide for the previously mentioned non-military teaching experience.

- E. In recognition of the value of experienced teachers and loyal service to the district, the Board shall grant service increments over and above their regular place on the salary schedule. Said service does not have to be continuous. These increments are to be three hundred dollars (\$300.00) and are to be granted upon completion of every tenth (10th) year in the district.
- F. Certified teachers doing home tutoring or bedside instruction shall be paid at the rate of nine dollars (\$9.00) per hour.
- G. Upon earning an advanced degree, a teacher shall be paid according to the salary guide so adopted in Schedule "A". Additional pay for professional growth credits on B.A. and Masters levels shall be granted for every fifteen (15) credits above an earned degree in accordance with the salary guide so adopted in Schedule "A". Courses taken are to be approved by the Board to be considered for increased compensation. Satisfactory completion and evidence of course or courses taken must be presented to the Board. Teachers are to notify the Board no later than November so that the Board can budget for following years when the teacher anticipates moving to a new level.
- H. Each teacher shall be placed on his proper step of the salary scale beginning with the year of adoption of the scale and in accordance to Schedule "A".

ARTICLE IXTEACHER ASSIGNMENTA. Notification1. Date for Presently Employed Teachers

All teachers, shall be given written notice of their salary schedules, class and/or subject assignments, building assignments and room assignments for the forthcoming year, not later than April 30th. A list of said schedules and assignments shall be simultaneously sent to the Association, except in the case of emergency.

2. New Teachers

The Administrative Principal shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Administrative Principal shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than June 30th.

3. Revisions

In the event that changes in such schedules, class and/or subject assignments, building assignments, or room assignments are proposed after June 30th, the Association and any teacher affected shall be notified promptly in writing.

ARTICLE XVOLUNTARY TRANSFERS AND REASSIGNMENTSA. Notification Vacancies1. Date

The Administrative Principal shall deliver to the Association and post in all school buildings a list of the known vacancies as they occur.

2. Filing Requests

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with the Administrative Principal to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be kept on file by the Administrative Principal.

3. Posting

As soon as practicable, and within a reasonable length of time after notification of vacancy, the Administrative Principal shall post in each school and deliver to the Association a district schedule showing the names of all teachers who have been reassigned or transferred and the nature of such reassignment or transfer.

B. Criteria for Assignment

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the best interests of the school system.

ARTICLE XIASSOCIATION - ADMINISTRATION LIAISON

The Association shall select a Liaison Committee to meet with the Administrative Principal at least once a month during the school year. The purpose of the meeting will be to review and discuss local school problems and practices and to play an active role in the revision or development of building policies. The said Committee shall consist of the building representatives, and/or their alternates, and any other Association officers so designated by the building representatives.

ARTICLE XII

SICK LEAVE

- A. As of September 1, 1979, all teachers employed shall be entitled to ten (10) sick days each 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. Teachers shall receive a written accounting of all accumulated sick leave days no later than September 30th of each school year.

ARTICLE XIIITEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1979 school year, teachers shall be entitled to the following temporary nonaccumulative 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 for personal leave shall be made at least one (1) day 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 he is taking it under this Section.
 2. Up to three (3) days in a school year in the event of death or serious illness of a teacher's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother-in-law, brother, sister, sister-in-law, and any other member of the immediate household.
 3. Other leaves of absence with pay may be granted by the Board for good reason.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.
- C. Personal days not taken under Section A of this Article shall be accumulated annual sick leave.
- D. School Visitation
- Teachers shall be granted one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

ARTICLE XIVMATERNITY LEAVE

A. A teacher shall notify the Administrative Principal of her pregnancy within sixty (60) days after it is medically confirmed. The Administrative Principal and the tenure teacher shall agree upon an appropriate date for the commencement of the maternity leave. The Administrative Principal will then make his recommendation to the Board of Education who shall approve said leave of absence for tenure teachers not to exceed one (1) full year from the commencement of the maternity leave.

A pregnant teacher will not be relieved of her teaching duties solely on the fact that she is pregnant. She may remain in her position as long as her doctor certifies she is able to continue teaching.

The teacher shall be allowed to continue normal teaching activity as long as she is physically able to do so. If the Board believes that her teaching performance has noticeably declined because of her physical condition or capacity, the Board may remove the teacher from her duties if:

- a. the teacher cannot produce a certification from her physician stating she is medically able to continue teaching, or
- b. the Board's Chief Medical Officer and the teacher's physician agree that she cannot continue teaching, or if
- c. following a difference of medical opinion between the Board's Chief Medical Officer and the teacher's physician, the Board may request expert consultation in which case the two (2) physicians shall agree in good faith on a third impartial physician who shall examine the teacher and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue teaching.

A tenure teacher requesting a maternity leave without pay must specify the date she intends to return so that proper notification can be given to the replacement teacher.

- B. In the case of non-tenure teachers, the Board will not be required to extend the leave of absence beyond the end of the contract year in which the leave is begun.
- C. In the case of termination of pregnancy for any reason other than normal birth, the teacher shall notify the Board of such circumstances and the Board shall honor a request to return earlier than the date originally established upon receipt of medical certification by the teacher's physician of physical fitness to teach.

ARTICLE XIVMATERNITY LEAVED. Benefits

All benefits to which a teacher was entitled at the time the leave of absence commenced, including unused accumulated sick leave, shall be assigned to the same position which was held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

E. Salary

Upon returning from the leave, the teacher shall be placed on the next step on the salary scale, provided the teacher has worked five (5) months during that contract year.

F. Adoption

Any female teacher adopting an infant or preschool child shall receive similar leave, which shall commence, upon her receiving physical custody of said child, or no more than 30 days earlier, if necessary, to fulfill the legal requirements for said adoption.

G. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted in writing.

H. Good Cause

Other leaves of absence without pay may be granted by the Board for good reasons.

ARTICLE XVPROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. In our rapidly changing society, teachers must constantly review curricular content, teaching methods and materials, educational philosophy and goals, social change 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 the instruction, whenever required by and approved by the Board.
- B. To work toward the ends stated above, the Board agrees to the following provisions:
1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration and County Superintendent to take. Said teacher shall be compensated for all time spent in actual attendance at said session beyond his regular working day at nine dollars (\$9.00) per hour.
 2. To cooperate with the Association in arranging in-service courses, workshops, conferences, and programs both county and local.
- C. The Board will reimburse certified staff members at the conclusion of college courses for three hundred and twenty-five dollars (\$325.00) of tuition and books.
1. Certificated staff members must apply in writing to the Administrative Principal on a form provided by the Board prior to registering for the course and receive written approval before taking the course. Anticipated expenses to be included in the application.
 2. The purpose of the course shall be advanced training and courses for minimum certification will not be approved. Courses relative to elementary education and specialty areas within elementary education or job assignments will be the basis for approval.
 3. A college course must be completed and an official transcript setting forth a passing grade be filed with the Board Secretary before reimbursement will be allowed.
 4. Participation under this Article is voluntary and up to the discretion of the certificated staff member and participants will not be paid for time spent in attendance at

ARTICLE XVPROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

courses, since it is not compulsory on the part of the Board or Administration as set forth in Section B above.

5. Certificated staff members must be under contract and returning for employment after September 1 of the new school year before reimbursement of summer school courses can be made.

ARTICLE XVIPROTECTION OF TEACHERS, STUDENTS, AND PROPERTY

- A. A teacher may use reasonable force as is necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- B. Whenever any action is brought against a teacher before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board shall reimburse him for the cost of his defense if the action is dismissed or results in a final decision in favor of the teacher, pursuant to the Article.
- C. 1. The Board shall give full support, including legal and other assistance, for any assault upon the teacher while acting in the discharge of his duties.
2. When absence arises out of or from such assault or injury, the teacher shall not forfeit any sick leave or personal leave.
3. Benefits payable under this Agreement while the recipient is receiving temporary workmen's compensation benefits equal the difference between said benefits and the teacher's regular salary. Benefits shall be further payable until such time as said teacher is able to return to his or her teaching position.
- D. 1. Teachers shall immediately report cases of assault suffered by them, in connection with their employment, to the Administrative Principal.
2. Such notification shall be immediately forwarded to the Administrative Principal who shall comply with any reasonable request from the teacher for information in the possession of the Administrative Principal relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.
- E. If criminal or civil proceedings are brought against a teacher, assuming that he committed an assault in connection with his employment, such teacher may request the Board to furnish legal counsel to defend him in such proceedings. If the Board does not provide such counsel and the teacher prevails in the proceedings, then the Board shall reimburse the teacher for counsel fees incurred by him in his own defense.

ARTICLE XVIIINSURANCE PROTECTION

- A. As of the beginning of the 1977-78 and the 1978-79 school year, the Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each teacher and in cases where appropriate, for family plan insurance coverage.
1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of the insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st; when necessary, premiums on behalf of the teacher shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
 2. Provisions of the health care insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include:
Full Blue Cross/Blue Shield/Rider J/Extended coverage, Major Medical for the individual and up to and including family coverage where appropriate.
 3. Carrier shall be New Jersey Public and School Employees Health Benefits Plan.
- B. The Board shall provide for the continuance of health care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and Association. Retirement to take place after the age of sixty-two (62) with twenty-five (25) years service in the district or earlier at the discretion of the Board for employee.
- C. The Board shall provide to each teacher a description of the health care insurance coverage provided under this Article, no later than the beginning of the 1977-78 and the 1978-79 school year, with whatever the carrier shall provide.
- D. The Board shall provide Washington National Insurance Plan I Class I for those teachers who elect to be insured under this policy instead of New Jersey Health Benefits Program.
- E. The Board shall continue to provide dental insurance for each teacher with Connecticut General Life Insurance Company, Plan I, at the same rate paid during the 1980-81 school year.

ARTICLE XVIII
SUBSTITUTE PERSONNEL

A. Substitutes

1. Certification

Positions which are vacant because teachers are temporarily absent, shall be filled by teachers who hold a Standard Certificate issued by the New Jersey Board of Examiners, if such a person is available.

2. List

The Board agrees at all times to maintain an adequate list of substitute teachers who shall be provided with appropriate orientation training by the Administration to help them instruct the classes they cover.

3. Coverage

The Board shall provide substitutes for all personnel in all departments, including special teachers and nurses.

ARTICLE XIXREPRESENTATION FEEA. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year, or the prorated part thereof. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

The Association shall certify, in writing, to the Board, prior to the start of each membership year, that the amount of the representation fee to be assessed does not exceed the maximum amount allowed by law, of dues, fees and assessments and does not include any amount of dues, fees and assessments that are expended: (1) for partisan political or ideological activities or causes that are only incidentally related to terms, and conditions of employment, or (2) applied toward the costs of benefits available only to members of the Association.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in that regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase or decrease to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

ARTICLE XIX (REPRESENTATION FEE) continued

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 3 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Appeals; Indemnification of the Board

The Association represents that it has established, and will continue to maintain, a demand and return system of appeal whereby non-Association members may appeal the assessment of said representation fee against them, if they so wish, according to law. Said demand and return appeal system shall be as set forth on Exhibit "A" attached herewith and made a part hereof by reference. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees for counsel of the Board's choice, and other legal costs and expenses, that may arise out of, or by reason of, any action taken, or not taken, by the Board, in accordance with the provisions of the within Article.

3. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) 10 days after receipt of the aforesaid list by the Board; or

(b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position whichever is later.

4. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the

ARTICLE XIX (REPRESENTATION FEE) continued

Association has received the full amount of the representation fee to which it is entitled under this Article, no further fees shall be due to the Association.

5. Mechanics.

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

6. New Employees

On or about the fifteenth day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding month. The list will include names, job titles and dates of employment for all such employees.

7. Effective Date

The provisions of this Article shall become effective for the school year beginning September 1, 1981.

ARTICLE XX

MISCELLANEOUS PROVISIONS

- A. The within Agreement constitutes Board and Association policy for the term therein provided, and the Board and the Association shall carry out the commitments contained therein and give them full force and effect.
- B. If any provisions of the Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- D. Copies of this Agreement shall be reproduced at the expense of the Association and the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board. The Board shall furnish the supplies and the Association shall provide the labor.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by mail or a personally delivered letter, or as either party may in writing direct the other, at the following addresses:
1. If by the Association, to the Board at:
Clementon Elementary School
Audubon Avenue
Clementon, New Jersey 08021
 2. If by the Board, to the Association at:
Clementon Elementary School
Audubon Avenue
Clementon, New Jersey 08021

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1981, and shall continue in effect until June 30, 1983. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon all on the 27TH day of APRIL, 1981.

CLEMENTON EDUCATION ASSOCIATION

BOARD OF EDUCATION OF THE
BOROUGH OF CLEMENTON

By Melinda Beaton
President

By James P. Daley
President

Attest: Mary Ann Eg
Secretary

Attest: Lucas S. Morris
Secretary

Local Association Demand and Return System (internal procedure required by law of local associations with a representation fee)

In compliance with Ch. 477, P.L. 1979, the Clementon Education Association (hereinafter the "Association"), adopts the following demand and return system.

I. Definitions

A. "Board" means the three-member board established by Section 3 of Ch. 477, P.L. 1979.

B. "Days" means calendar days.

C. "Fiscal year" means September 1 through the following August 31.

D. "Member only benefits" means benefits financed through the regular membership dues, fees and assessments available to or benefiting only members of the Association, but does not mean governance meetings which may be attended only by members and other member only activities and functions which are necessary for the operation and institutional maintenance of the Association or the associations with which it is affiliated.

F. "Nonmember" means a nonmember of the Association who is required to pay a representation fee to the Association.

F. "Political activity" means:

1. the support of a candidate for public office, a political party, or a political action committee;
2. the determination or publicizing of an organizational preference for a candidate for public office or a political party;
3. efforts to enact, defeat, repeal or amend legislation which is only incidentally related to the terms and conditions of employment of the employees represented by this Association as the majority representative but does not mean lobbying activities designed to foster policy goals in collective negotiations and contract administration or to secure for the employees represented by the Association advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the board of education; and
4. contributions to charitable, religious or ideological causes only incidentally related to the terms and conditions of employment of the employees represented by the Association.

G. "Preliminary rebate" means the result of the following computation:

1. Not more than 30 days after the beginning of each fiscal year in which a representation fee agreement will be in effect, the Association shall determine the percentage of the combined budgets for such fiscal year of the Association and the associations with which it is affiliated that is allocated to be expended for political activity and member only benefits.

2. The regular membership dues, fees and assessments of the Association shall be multiplied by the percentage as determined in paragraph 1 above.

3. The amount, if any, by which the product as determined in paragraph 2 above exceeds the difference between the regular membership dues fees and assessments and the representation fee shall constitute the preliminary rebate. When used herein, the preliminary rebate means the rebate for the appropriate category of membership.

H. "Final rebate" means the result of the following computation: not more than 30-days after the end of each fiscal year in which a representation fee agreement was in effect, the Association shall perform the computation provided for in paragraph G above to determine the preliminary rebate, except that it shall use actual rather than allocated expenditures for the fiscal year in question.

I. "Regional Review Panel" means a panel consisting of one representative designated by the Association; one by the Camden County Education Association; one by the New Jersey Education Association; and one by the National Education Association. The representative designated by the Association shall be chairperson of the Panel.

J. "Regular membership dues, and assessments of the Association" means the amount that a person is required to pay in order to become and remain a member in good standing of the Association, including any portion thereof that is paid to associations with which the Association is affiliated. If different amounts are charged for different categories of membership, the words mean the amount required for the category of membership for which the person who is required to pay the representation fee is eligible.

K. "Representation fee" means the fee which a person in the negotiating unit for which the Association is the majority representative who is not a member of the Association is required to pay for services rendered.

II. Notification of Eligibility for Rebate

A. Not more than 60 days after the representation fee agreement becomes effective in any fiscal year, the Association shall post a notice which indicates:

1. whether there is any preliminary rebate and, if so, its amount; and
2. the steps to be taken by a nonmember in order to request a rebate.

B. The Association shall post the notice for a period of not less than 30 days in the same manner as it normally posts notices of interest to members of the negotiating unit or

nonmembers in the negotiating unit the contents of said notice. Steps likewise shall be taken by the Association to inform promptly any nonmember who first becomes subject to a representation fee agreement after the aforesaid posting or other communication of his or her rights in this regard.

III. Request for Rebate

A. A nonmember may request a rebate by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not more than 30 days after the nonmember first paid any portion of the representation fee or knew or reasonably should have known of his or her right to request a rebate, whichever is later.

B. The written statement shall include:

1. a statement by the nonmember that he or she is not a member of the Association;
2. whether the request for a rebate is based on expenditures for political activity and/or member only benefits; and
3. the name, address, and employment position of the nonmember.

C. If the written communication does not contain the above information, it shall be returned to the nonmember with appropriate instructions for resubmission. For purposes of timeliness, the date of the initial communication shall be determinative.

IV. Acknowledgment of Request for Rebate

The Association shall send to each nonmember who requests a rebate, a written communication informing him or her that;

- a. the request for a rebate has been received;
- b. the amount of the preliminary rebate, if any, has been placed in an escrow account; and
- c. the final rebate to which he or she is entitled, if any, will be sent to him or her after the end of the fiscal year in question.

V. Notification of Final Rebate

A. Not more than 30 days after the end of the fiscal year in question, the Association shall send to each nonmember who requested a rebate, a written communication which indicates:

1. whether there is a final rebate, and if so, a check for the appropriate amount shall be included;
2. the reason for any difference between the preliminary and final rebates; and
3. the steps to be taken by a nonmember in order to challenge the absence or amount of a final rebate.

representations for less than an entire fiscal year shall be proportionately reduced.

VI. Challenge to Final Rebate

A. A nonmember may challenge the absence or amount of a final rebate by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not more than 10 days after the nonmember received a written communication from the Association pursuant to Section V above. The Association shall contact the nonmember who files such a challenge and attempt to dispose of it informally.

B. If the challenge is not disposed of to the satisfaction of the nonmember pursuant to paragraph A above, he or she may refer the challenge to the Regional Review Panel by sending a written communication to the Association. Said communication shall be considered timely if it is postmarked not later than 10 days after the nonmember sent a written communication to the Association challenging the final rebate. The Regional Review Panel shall take such steps as it deems appropriate to dispose of the challenge, provided that:

1. the nonmember and/or his or her representative shall have the right to submit written material and present oral argument to the Regional Review Panel; and
2. the burden of demonstrating that no part of the unrebated representation fee was used for political activity or member only benefits shall be upon the Association. The Regional Review Panel may, at its option, consolidate two or more challenges into a single proceeding.

C. The Regional Review Panel shall render its decision not more than 30 days after the nonmember sent a written communication referring the challenge to it. Each nonmember who filed a timely challenge to the final rebate shall be sent a copy of the decision of the Regional Review Panel.

D. The Regional Review Panel may increase but not decrease the final rebate. If the Regional Review Panel increases the final rebate, each nonmember who filed a timely challenge to the final rebate shall be sent any additional amount to which he or she may be entitled.

E. If a nonmember is not satisfied with the decision of the Regional Review Panel, he or she may refer the challenge to the Board in accordance with the rules of the Board.

VII. Compliance with Law

If any provision of this demand and return system is contrary to federal or state law, such provision shall be deemed amended as may be necessary to comply with said law, but all other provisions shall continue in full force and effect.

EXHIBIT "A"

NEW JERSEY EDUCATION ASSOCIATION

180 W. State St. □ P.O. Box 1211 □ Trenton, New Jersey 08607 □ Tel: (609) 599-4361

SALARY SCHEDULE A FOR 1981 - 1982

	<u>BA</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>
1	12,562	12,780	13,216	13,652	13,870	14,306
2	12,862	13,080	13,516	13,952	14,170	14,606
3	13,189	13,407	13,843	14,279	14,497	14,933
4	13,516	13,734	14,170	14,606	14,824	15,260
5	13,843	14,061	14,497	14,933	15,151	15,587
6	14,170	14,388	14,824	15,260	15,478	15,914
7	14,497	14,715	15,151	15,587	15,805	16,241
8	14,824	15,042	15,478	15,914	16,132	16,568
9	15,151	15,369	15,805	16,241	16,459	16,895
10	15,478	15,696	16,132	16,568	16,786	17,222
11	15,805	16,023	16,459	16,895	17,113	17,549
12	16,132	16,350	16,786	17,222	17,440	17,876
13	16,568	16,786	17,222	17,658	17,876	18,312
14	17,004	17,222	17,658	18,094	18,312	18,748
15	17,767	17,985	18,421	18,857	19,075	19,511
16	18,421	18,639	19,075	19,511	19,729	20,165
17	18,857	19,075	19,511	19,947	20,165	20,601
18	19,184	19,402	19,838	20,274	20,492	20,928
19	19,620	19,838	20,274	20,710	20,928	21,364

Does not include service increment
of \$300.00 for every 10 years of service
within the Clementon School District.

SALARY SCHEDULE A FOR 1982 - 1983

	<u>BA</u>	<u>BA + 15</u>	<u>BA + 30</u>	<u>MA</u>	<u>MA + 15</u>	<u>MA + 30</u>
1	13,393	13,630	14,105	14,581	14,818	15,294
2	13,693	13,930	14,405	14,881	15,118	15,594
3	14,020	14,257	14,732	15,208	15,445	15,921
4	14,376	14,614	15,089	15,564	15,802	16,277
5	14,732	14,970	15,445	15,921	16,158	16,633
6	15,089	15,326	15,802	16,277	16,515	16,990
7	15,445	15,683	16,158	16,633	16,871	17,346
8	15,802	16,039	16,515	16,990	17,227	17,703
9	16,158	16,396	16,871	17,346	17,584	18,059
10	16,515	16,752	17,227	17,703	17,940	18,416
11	16,871	17,109	17,584	18,059	18,297	18,772
12	17,227	17,465	17,940	18,416	18,653	19,128
13	17,584	17,822	18,297	18,772	19,010	19,485
14	18,059	18,297	18,772	19,247	19,485	19,960
15	18,534	18,772	19,247	19,722	19,960	20,435
16	19,366	19,604	20,079	20,554	20,792	21,267
17	20,079	20,317	20,792	21,267	21,505	21,980
18	20,554	20,792	21,267	21,742	21,980	22,455
19	20,911	21,148	21,623	22,099	22,336	22,812
20	21,386	21,623	22,099	22,574	22,812	23,287

Does not include service increment
of \$300.00 for every 10 years of
service within the Clementon School District.