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AGREEMENT

between

BURLINGTON CITY BOARD OF EDUCATION

and

BURLINGTON CITY TEACHERS' ASSOCIATION

For terms and conditions of employment

X July 1, 1982 to June 30, 1983

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This Agreement entered into by and between the Board of Education of the City of Burlington, New Jersey, hereinafter called the "Board", and the Burlington City Teachers' Association, hereinafter called the "Association".

W I T N E S S E T H

The Board of Education of the City of Burlington, New Jersey, and the Burlington City Teachers' Association, recognize that education is a public trust and are dedicated to providing the best possible educational opportunities for the children of this community. This objective may be best attained if there is a climate of mutual trust and understanding between the parties.

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

NOW, THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for non-supervisory certificated personnel, excluding principals, vice-principals, the director of curriculum and the director of athletics.

- 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 defined above, and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Board and the Association agree that, according to the provisions of Chapter 123, Public Laws of 1974, their representatives shall begin, shortly after October 15, 1983, to meet at reasonable times, and negotiate in good faith, to complete a successor agreement.

- B. This Agreement shall not be modified, in whole or in part, by parties, except by an instrument, in writing, duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

- A. Any individual member or members of the staff shall have the right to appeal the application of policies and administrative decisions, affecting him, through administration channels. With respect to his grievances he shall be assured freedom from restraints, interference, coercion, discrimination, or reprisal, in presenting his appeal.
- B. Definition of Terms
1. Grievance. A claim based upon an event or condition which affects the welfare or working conditions of a teacher or group of teachers, which is contrary to this Agreement, established policy, or administrative decisions, governing or affecting employees.
 2. An Aggrieved Person. The person or persons making the claim.
- C. Procedure
- Step 1. Any employee(or employees) who has/have a complaint shall discuss it first with his supervisor, department chairperson, or principal, in an attempt to resolve the matter, informally, at that level.
- Step 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee(s) within the given five (5) days, he shall set forth his grievance, in writing, to the principal.

Article III (continued)

Grievance Procedure

The principal shall communicate his decision to the employee, in writing, along with supportive reasons, within five (5) school days of receipt of the written grievance.

Step 3. The employee (or employees) may appeal the principal's decision to the superintendent of schools. The appeal to the superintendent must be made in writing, and must set forth the grounds upon which the grievance is based. The superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties, and, upon request, with the employee or principal separately. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days of the receipt of the written grievance. The superintendent shall communicate his decision, in writing, along with supporting reasons, to the employee and the principal.

Step 4. If the grievance is not resolved to the employee's satisfaction, he may request a meeting of the P.R.R. Committee, appointed by the Association, of not more than five (5) members, who shall meet with the superintendent to discuss resolution of the grievance.

*Why is this
a contract?*

Article III (continued)

Grievance Procedure

- Step 5 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 superintendent of schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a conference with the employee, if requested, and render a decision, in writing, along with supporting reasons, within thirty (30) calendar days of receipt of the written grievance. 2
- Step 6 If the employee is not satisfied with the disposition of his grievance, at step 4, or if no decision has been rendered within thirty (30) calendar days after receipt of the written grievance by the Board, whichever is sooner, he may appeal the decision to the commissioner of education.
- Step 7 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits, 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 practicable.

Article III (continued)

Grievance Procedure

D. Rights of Teachers to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the P.R.R. Committee, a grievance affects a group or class of teachers, the P.R.R. Committee may submit such grievance, in writing, directly to the superintendent of schools and the processing of such grievance shall be commenced at Step 3. The P.R.R. Committee may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. 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, if case is terminated, in any manner in favor of the teacher.

Article III (continued)

Grievance Procedure

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3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared, jointly, by the superintendent and the Association, and given appropriate distribution so as to facilitate operation of the grievance procedure.
 4. 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, previously referred to in this Article.
- F. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:
1. The failure or refusal of the Board to renew a contract of a non-tenure employee
 2. In matters where a method of review is prescribed by law, or by law of the state commissioner of education, or the state board of education
 3. In matters involving the sole discretion of the Board.

ARTICLE IV

TEACHER - ADMINISTRATIVE LIAISON

- A. The Association shall select a Liaison Committee, for each school building, which may meet with the principal at least once a month, for the duration of the school year, to review and discuss local school problems and practices and to play an active role in the revision or development of building policies.
- B. A maximum of six (6) Association representatives may meet with the superintendent and his designees, at least once a month during the school year (unless cancelled by mutual agreement) to review and discuss current school problems and practices and the administration of this Agreement.
 1. During the course of each school year, the Burlington City Board of Education and representatives of the Burlington City Teachers' Association, shall meet to discuss items of mutual concern. The chairman of the group shall be the superintendent of schools. The purpose of such discussion may be as follows:
 - a. Evaluate problems and topics presented for discussion.
 - b. Gather facts for a complete understanding of problems and other matters of concern.
 - c. Discuss and attempt to arrive at a solution to problems for Board of Education consideration.
 - d. Make recommendations to their own body.

Article IV continued

Teacher - Administration Liaison

2. The agenda shall be prepared jointly by the president of the Burlington City Teachers' Association and the superintendent of schools. Matters involving personalities shall not be discussed. Consultants, or others who may be invited to a meeting, shall come only with the pre-knowledge and consent of both parties.
3. Other meetings may be convened at the request of the Burlington City Teachers' Association, the superintendent and/or the Burlington City Board of Education, to discuss items of mutual concern.

ARTICLE V

TEACHER RIGHTS AND RESPONSIBILITIES

- A. The Board agrees that it shall not directly or indirectly discourage, deprive, or coerce, any teacher in the employment of any rights conferred by law.
- B. Nothing contained herein shall be construed to deny, or restrict, to any teacher, such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

Article V. (continued)

Teacher Rights and Responsibilities

- C. No teacher shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- D. If a teacher is expressly required to appear before the superintendent of schools, then such teacher may be accompanied by one representative at such meeting. It is the obligation of the teacher to expressly make this determination.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association, in response to reasonable requests from time to time, all available information concerning the financial resources of the district, or any other pertinent information.
- B. The Association and its representatives shall have the right to use school buildings, at all reasonable hours, for meetings. Permission shall be obtained, from the superintendent, in advance of the time and place of all such meetings.
- C. The Association shall have the right to use the interschool mail facilities and school mail boxes when necessary.

Article VI (continued)

Association Rights and Privileges

- D. The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

ARTICLE VII

PERSONAL LIFE AND PROFESSIONAL RESPONSIBILITIES

- A. The personal life of a teacher is not an appropriate concern for attention of the Board, except as it may directly or indirectly prevent the teacher from performing properly, his assigned functions during the workday.
- B. Teachers shall be entitled to full rights of citizenship and no religious or political activities, of any teacher, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, providing said activities do not violate any local, state, or federal law.
- C. The teacher shall be required to use all reasonable efforts in following the curriculum guides, and all forms of instruction are subject to established supervisory and evaluative practices.

Article VII (continued)

Personal Life and Professional Responsibilities

- D. The Board of Education agrees to cooperate with the Association in arranging in-service courses, workshops, conferences, and programs, designed to improve the quality of instruction in the Burlington City School District.

ARTICLE VIII

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A. As specified in Title 18A a teacher may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others, obtain possession of weapons, or other dangerous objects upon the person or within the control of the pupil, for the purpose of self-defense, and for the protection of persons or property, and shall enjoy all of the protection of said Title 18A.

WORKMEN'S COMPENSATION

- B. Employees who are absent from duty on account of accidental injury, which is covered by compensation insurance carried by the Board of Education, are required to return, to the Board, the compensation allowable for the accident. Employees should not benefit financially by such accidents.

WORK BEYOND THE REGULAR SCHOOL YEAR

- C. The teacher work year shall be 184 days between September 1 - June 30 - of a given contract year. Any work required beyond 184 days, within said period, shall be paid at the teachers prevailing rate, with exception of new teachers who shall be required one (1) additional day for new teacher orientation, making a work year of 185 days.

ARTICLE IX

ADULT SCHOOL AND SUMMER SCHOOL

- A. All openings for positions in the Adult School and Summer School, shall be adequately publicized by the superintendent or director of the particular area.
- B. In filling such positions, consideration shall be given to a teacher's area of competence, major and/or minor field of study, quality of teaching performance, attendance record, and length of service in the Burlington City School District. The superintendent and Board shall have the final say.

ARTICLE X

TEACHER EVALUATION

A. GENERAL CRITERIA

1. Open Evaluation

All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.

2. Copies of Evaluation

A teacher shall be given a copy of any class visit or evaluation report by his evaluator. No such report shall be submitted, to the central office, placed in a teacher's file, or otherwise acted upon, without a prior conference with the teacher. No teacher shall be required to sign a blank or incomplete evaluation form.

3. Derogatory Material

No material, derogatory to a teacher's conduct, service, character, or personality, shall be placed in his personnel file, unless the teacher has had an opportunity to review the material. The teacher shall also have the right to submit a written answer to such material, and such written answer shall be attached to the file copy.

4. Teacher Review of Personnel File

The teacher shall have the right to review his personnel file. Teachers will make appointments for personnel file review.

Article X (continued)

Teacher Evaluation

- B. A teacher shall be given a copy of his evaluation report prepared by his evaluator. The teacher shall acknowledge receipt of and confirm his knowledge of the written evaluation, by signature. The teacher's signature, however, shall not be interpreted as an assent to the contents signed. No additional comments shall be added by the evaluator once the report has been signed by the person being evaluated.
- C. 18A:27-3.1 et seq P.L. 1975, CHAPTER 132, approved June 30, 1975 An Act concerning education and supplementing "An Act concerning education and providing for continued employment of non-tenure teaching staff members and supplementing Title 18A of the New Jersey Statutes", approved February 10, 1972 (P.L. 1971, c.436). Be it enacted by the Senate and General Assembly of the State of New Jersey:
1. Every board of education in this state shall cause each non-tenure teaching staff member, employed by it, to be observed and evaluated in the performance of his duties at least three (3) times during each school year, but not less than once during each semester, provided that the number of required observations and evaluations may be reduced proportionately when an individual teaching staff member's term of service is less than one (1) academic year. Each evaluation shall be followed by a conference between that teaching staff member and his or her superior or superiors. The purpose of this procedure is to recommend as to reemployment, identify any deficiencies, extend assistance for their correction and improve professional competence.

Article X (continued)

Teacher Evaluation

2. Any teaching staff member receiving notice that a teaching contract for the succeeding school year will not be offered, may, within fifteen (15) days thereafter, request, in writing, a statement of the reasons for such nonemployment which shall be given to the teaching staff member, in writing, within thirty (30) days after the receipt of such request.
3. The provisions of this act shall be carried out pursuant to rules established by the State Board of Education.

D. Supervisory Assistance for Teachers

In the event a teacher seeks the assistance, advice, or counseling, of his immediate superior, concerning his teaching performance or related classroom problems, such a request shall be granted, within a reasonable time, at a mutual time acceptable to the parties.

ARTICLE XI

ABSENCE ON ACCOUNT OF PERSONAL BUSINESS

A. Personal Business Days

1. In the event an employee has business that can be transacted only during the school hours, three (3) days absence shall be granted with pay.

Article XI (continued)

Teacher Evaluation

2. The nature of the personal business need not be stated.
3. Requests for personal days shall be granted upon five (5) calendar days notice to the superintendent of schools or his designee.
4. The notice requirement may be waived by the superintendent in the case of emergency.
5. In the event of a school emergency, the superintendent may reject the request and require attendance on the day requested.
6. Any unused personal business days shall be added to a teachers' accumulated personal illness days for use in subsequent years.

ARTICLE XII

ABSENCE ON ACCOUNT OF ILLNESS

- A. In case of absence from school, on account of personal illness, an employee shall be allowed full pay for ten (10) sick leave days during the school year as of the first official day of said school year. Annual sick leave days shall be accumulated.
- B. The Board shall pay ten dollars (\$10.) per day for each unused accumulated sick day, upon retirement from the Burlington City School System; retirement shall be defined as retirement under the provisions of the New Jersey Pension Plan. To be eligible for such retirement "bonus" pay such teacher must have a minimum bank of fifty (50) days.

Article XII (continued)

Absence on Account of Illness

- C. Sick leave shall be defined as in Title 18A:30-1.
- D. Two (2) days shall be allowed each year for a family leave for illness in the immediate family, to include parents not living in the same household. This leave shall not be deducted from the accumulated personal leave record nor shall there be any deduction in pay. A written physician's certificate may be requested, by the superintendent, after an absence of three (3) or more days. Any unused family illness days shall be added to a teacher's accumulated personal illness days for use in subsequent years.
- E. If the absence of any employee, on account of personal illness, exceeds ten (10) days in one (1) school year, plus the accumulated unused days of previous years, the Board will pay such employee each day's salary, less the pay of a substitute, for the length of time, determined by the Board, in each individual case. In the event of extended personal illness, beyond the accumulative sick leave provisions, the Board of Education reserves the right to grant a sick leave of absence and employ a replacement for the sick employee. It is further understood that, in the event the administration is forced to close a department, temporarily, because of inability to secure a substitute to replace the sick employee, the regular employee shall be deducted the regular substitute fee. The cost of a substitute is interpreted as being the rate paid to the substitute.

Article XII (continued)

Absence on Account of Illness

- F. When an employee is in the care of a physician, and absence of more than three (3) days is necessary, the superintendent of schools should be given a physician's certificate of the illness. In each case of absence the employee shall furnish the office a signed statement, certifying to personal illness, before being allowed pay for days absent on account of personal illness. Statement, certifying to absence, shall be made on official forms prepared by the superintendent of schools, and obtained from the building principals. Record of all absences will be kept on file in the superintendent's office.

ARTICLE XIII

TEMPORARY AND EXTENDED LEAVES OF ABSENCE

- A. Death In the Immediate Family: In case of death of members of the immediate family (immediate family, as here used, means husband or wife, children, parents, grandparents and close in-law relatives, brothers, sisters, or the death of any relative who has lived in the home of the employee for some time preceding the death), such employee shall be excused, without loss of pay, for a period not to exceed seven (7) calendar days, if the need is approved by the superintendent of schools. In the case of death of first aunts, uncles, first cousins, nieces, and nephews, one (1) day shall be allowed for the funeral.

Article XIII (continued)

Temporary and Extended Leaves of Absence

- B. Court Subpoena: An employee who shall be required to attend a court of law by reason of having been served with a subpoena, shall be excused from school, without loss of pay, on account of attendance at court. Arrangements must be confirmed by the superintendent of schools.
- C. Child-Rearing Leaves of Absence: (The court has held that Title VII, of the Civil Rights Act of 1974, must be interpreted to provide that commencement and duration of leave shall be applied to disability due to pregnancy and childbirth on the same terms and conditions as applied to other temporary disabilities.) Child-rearing leaves of absence shall be granted to fulltime teachers under contract. Such a leave shall be without salary. Application for child-rearing leave shall be made to the superintendent of schools, not later than thirty (30) days prior to the effective date of leave requested. Child-rearing leaves may continue for one (1) year from the time of initial absence and as much longer as may be necessary to extend the leave to the opening of the next school year. The Board reserves the right to permit a teacher to return to duty, earlier, if the best interest of the schools is served thereby. All teachers, desiring to return to active duty from leaves of absence, on account of child-rearing leaves of absence, may be asked to pass a medical examination. The Board of Education and the superintendent of schools, assume no responsibility for reassigning teachers to the same school building or assignment.

Article XIII (continued)

Temporary and Extended Leaves of Absence

- D. Other Leaves of Absence: Leaves of absence, without salary, may be granted by the Board of Education to employees, under tenure, for reasons of health, advanced study or travel, or other reasonable cause. Applications for extended leaves of absence should be made, in writing, direct to the superintendent of schools for the consideration of the Board of Education. This provision is not to be construed to mean extended vacations.
- E. Educational Conferences: The superintendent of schools may, at his discretion, allow teachers and other employees to attend educational conferences or to visit other educational institutions, if it is professionally desirable, without suffering any loss in pay.

ARTICLE XIV

HOSPITALIZATION AND INSURANCE PROTECTION

- A. As of the beginning of the 1978-79 school year, the Board shall, when requested in writing, provide health care insurance protection designated below: The Board shall pay the individual premium or 100% of the premium for full family and dependents coverage, when eligible for said full family and dependents coverage.

Article XIV (continued)

Hospitalization and Insurance Protection

- B. The Board agrees for continuance of health care insurance, after retirement, on terms detailed in the Master Policies and Contracts agreed upon, by the Board and the insurance company, upon the payment of the insurance premiums, by said teacher, payable directly to said insurance company, unless said procedure is changed by the Master Contract of Insurance.
- C. A description of the health care insurance coverage, provided under this Article, will be furnished to teachers by the Board.
- D. The Board shall continue to implement a Prescription Plan, at full Board expense, for each teacher and dependent, eligible and participating in the Master Policy carried by the Board.
- E. The terms of this Article may only be changed by mutual consent of the parties, in writing.
- F. The Board will provide a Dental Plan , for all contracted employees, effective, July 1, 1980; a Dental Program for all contracted employees, eligible and participating in the Master Policy, and their families, effective July 1, 1981.

ARTICLE XV

PUNCTUALITY

- A. Teachers shall indicate their presence for duty by placing the time in the appropriate column of the faculty "sign-in" roster.
- B. All teachers shall be free to leave their building thirty-five (35) minutes after the students dismissal, on Mondays through Thursdays. The current practice, covering Fridays, and holiday eves, shall continue as is.

ARTICLE XVI

NOTIFICATION OF VACANCIES

- A. No later than April 30th, of each school year, the superintendent shall deliver, to the president of the Burlington City Teachers' Association, a list of any known vacancies which shall occur during the following school year. Any known vacancies, after that date, as sforesaid, will be transmitted to the president of the Association when feasible.
- B. Filing Requests
 - 1. 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 superintendent. Such a statement shall include the grade and/or subject to which the teacher desires to be transferred, in order of preference.

Article XVI (continued)

Filing Requests

2. In the determination of requests for transfers or re-assignments, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements, and best interests of the school system, as determined by the superintendent.
- C. Notice of a transfer, or re-assignment, shall be given to teachers as soon as possible.

ARTICLE XVII

TUITION REIMBURSEMENT

- A. The Board shall provide for a course reimbursement program, for teachers who attend an approved college or university, to the maximum amount of six (6) thousand dollars (\$6,000.). In order to qualify for reimbursement, the following requirements shall be met:
1. Courses will be of a graduate level, directly related to the teachers' area of instruction, specialty, or related field, and approved by the superintendent of schools.
 2. Proof of successful completion of graduate courses shall be provided, no later than September 1st, following completion of course.
 - (a) by transcript
 - (b) by affidavit where time does not permit.
 3. The Board shall pay tuition for six (6) hours of graduate level courses, taken during the fiscal year, up to the maximum of fifty-six dollars. (\$56.) per credit.

Article XVII (continued)
Tuition Reimbursement

4. Teachers shall receive reimbursement in the September of the subsequent academic year in which the courses were taken.
5. Undergraduate courses shall be reimbursed with the prior written approval of the superintendent.

ARTICLE XVIII

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, and shall be interpreted as the salary or guide adopted by the Board of Education for the year 1982-83.
- B. Payment for extra duties and extra curricular activities are set forth in Schedule "B", which is attached hereto and made a part hereof, and has been adopted, by the Board, for the year 1982-83.
- C. Employees may individually elect to have ten per cent (10%) of their monthly salary deducted from their pay. These funds shall be paid, to the employees, according to a schedule of payment throughout the summer, as requested by the employee.
- D. 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.
- E. Teachers shall receive their final checks on the last day of June.

Article XVIII (continued)

Salaries

- F. SUPPLEMENTAL PAY - Honorariums and supplemental earnings will be paid by separate checks, at the conclusion of the activity.
- G. SALARY ADJUSTMENT - The Board will adjust salaries, with regard to place on salary schedule, regarding credits completed, upon receipt of a letter, or affidavit, by September 15th, or February 15th, with final proof to be furnished by September 30th or February 28th. Actual payment adjustment to be made in the following month, retroactive.
- H. EMERGENCY COVERAGE OF CLASSES - The Board agrees that the assigning of teachers, for substitute class coverage, in an emergency, shall be on a voluntary basis. In the event no volunteers are available, teachers will be assigned on a rotating schedule. The Board shall pay the sum of six dollars (\$6.00) per class period, when a substitute is unavailable.
- I. HOMEBOUND INSTRUCTION - The Board agrees to pay the sum of twelve dollars (\$12.00) per hour for Homebound Instructors.
- J. Traveling teachers shall be compensated at the rate of twenty-five cents (25c) per mile, while using their own automobiles on school business.

ARTICLE XIX

ELEMENTARY PREPARATION TIME

- A. The Board agrees to provide elementary teachers a minimum of thirty (30) minutes, per period, for preparation time, with a minimum of one hundred fifty (150) minutes, per week, and no more than two (2) per day.

Article XIX (continued)

Preparation Time

- B. All teachers in the middle and high schools shall have, in addition to their lunch period, one (1) uninterrupted preparation period each day that the students are present.

ARTICLE XX

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies, of the school system, shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers, or in the application or administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- B. Except as this Agreement shall otherwise provide, all terms and conditions of employment, applicable on the effective date of this Agreement to employees covered by this Agreement, as established by the policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract, from any teacher benefit existing prior to its effective date.

Article XX (continued)

Miscellaneous Provisions

- 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 made available at the expense of the Board, after agreement with the Association on format, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers, now employed, hereafter employed, or considered for employment by the Board.
- 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 certified mail or personal service to the following addresses:

If by Association to the Board:

518 Locust Avenue
Burlington, N.J. 08016

If by Board, to Association:

Home address of the President

ARTICLE XXI
REPRESENTATION FEE

- A. Purpose of Fee - If an employee does not become a member of the Association during any membership year (i.e. from September 1st to the following August 31st) 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. 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 Fee
1. 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 non-members, will be equal to 85% of that amount.
 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 member. The representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed; said increase to become effective as of the beginning of the Association membership year, immediately following the effective date of the change.

Article XXI (continued)

Representation Fee

C. Deduction and Transmission of Fee

1. Notification - Once during each membership year covered in whole or 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 two (2) below, the full amount of the representation fee, and promptly will transmit the amount, so deducted, to the Association.
2. 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. ten (10) days after receipt of the aforesaid list by the Board, or,
 - b. thirty (30) days after the employee begins his/her employment 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 ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. Termination of Employment - if an employee, who is required to pay a representation fee, terminates his/her employment with the Board, before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee, during the membership year in question.

Article XXI (continued)

Representation Fee

4. 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.
 5. Changes - The Association will notify the Board, in writing, of any changes in the list provided for in paragraph one (1) above, and/or the amount of the representation fee, prior to the beginning of the membership year, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.
 6. New Employees - On, or about, the last day of each month, beginning with the month this agreement becomes effective, the Board will submit, to the Association, a list of all new employees, represented by the Association, who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.
- D. The enactment of the deduction of the representation fee is in accordance with Chapter 477, P.L. 1979, of the New Jersey State Law. The Board will be held "safe and harmless", by the Association, in any action taken to stop this representation fee from being deducted from a non-members paycheck.

ARTICLE XXII

DURATION OF AGREEMENT

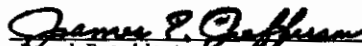
This Agreement shall be effective as of July 1, 1982, and shall continue in effect until June 30, 1983, but shall not apply to non-tenured teachers whose terms of contract, as to duration, shall be governed by separate, individual contracts. Nor shall this action apply to a contract executed for employment after the school year. Included, but not limited to, Title I Summer School Program, Music Program, and Dale Avenue Program.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon this 15th day of June 1982.

ATTEST:

Board of Education
City of Burlington


Board Secretary


Board President

Burlington City Teachers'
Association


Association Secretary


Association President

SCHEDULE "A"
 The Public Schools
 City of Burlington
 New Jersey

1982-83

TEACHER SALARY GUIDE

EXP	NON-DEGREE	BACHELOR	BACHELOR + 15	BACHELOR + 30	MASTERS	MASTERS + 15	MASTERS + 30
1	13,620.	14,390.	14,580.	14,770.	15,150.	15,540.	15,920.
2	14,020.	14,790.	14,980.	15,170.	15,550.	15,940.	16,320.
3	14,430.	15,200.	15,390.	15,580.	15,960.	16,350.	16,730.
4	14,840.	15,610.	15,800.	15,990.	16,370.	16,760.	17,140.
5	15,310.	16,080.	16,270.	16,460.	16,850.	17,230.	17,620.
6	15,780.	16,550.	16,740.	16,940.	17,320.	17,700.	18,090.
7	16,320.	17,090.	17,280.	17,470.	17,860.	18,240.	18,630.
8	16,860.	17,630.	17,820.	18,010.	18,400.	18,780.	19,160.
9	17,400.	18,170.	18,360.	18,550.	18,930.	19,320.	19,700.
10	17,930.	18,700.	18,890.	19,090.	19,470.	19,860.	20,240.
11	18,470.	19,240.	19,430.	19,620.	20,010.	20,390.	20,780.
12	19,010.	19,780.	19,970.	20,160.	20,550.	20,930.	21,310.
13	19,590.	20,350.	20,550.	20,740.	21,120.	21,510.	21,890.
14	20,160.	20,930.	21,120.	21,310.	21,700.	22,080.	22,470.
15	20,740.	21,510.	21,700.	21,890.	22,270.	22,660.	23,040.
16	21,310.	22,080.	22,270.	22,470.	22,850.	23,230.	23,620.
17	22,020.	22,790.	22,980.	23,170.	23,550.	23,940.	24,320.
18	22,730.	23,500.	23,690.	23,880.	24,260.	24,640.	25,030.
19			24,590.	24,970.	25,350.		25,740.

CAREER ADJUSTMENT:
 (1980-81)

\$440. will be payable to each teacher who has completed more than eighteen (18) years on the salary guide in the Non-degree, Bachelor and Bachelor +15 columns. A \$440. career adjustment will be payable to each teacher who has completed more than nineteen (19) years on the salary guide in the Bachelor + 30, Masters, Masters + 15 and Masters + 30 columns.

\$100. service increment to be included at the beginning of the 15th, 20th, and 25th year of credited teaching experience on Salary Schedule "A".

(1981-82)

2nd Career Adjustment - An additional \$440. will be paid over and above the maximum salary Guide
 3rd Career Adjustment - An additional \$440. will be paid in the 1982-83 school year.

SCHEDULE "B"

1982-83

HONORARIUMS - ATHLETICS

SPORT		FIRST YEAR EXPERIENCE	SECOND YEAR EXPERIENCE	THIRD YEAR EXPERIENCE
FOOTBALL	Head Coach	\$1,823.	\$1,945.	\$2,188.
	Assistant	1,240.	1,361.	1,604.
BASKETBALL	Head Coach	1,793.	1,915.	2,158.
	Assistant	1,033.	1,155.	1,398.
WRESTLING	Head Coach	1,793.	1,915.	2,158.
	Assistant	1,033.	1,155.	1,398.
TRACK	Head Coach	1,337.	1,459.	1,702.
	Assistant	912.	1,033.	1,276.
SOFTBALL	Head Coach	1,337.	1,459.	1,702.
	Assistant	912.	1,033.	1,276.
SOCCER	Head Coach	1,337.	1,459.	1,702.
	Assistant	912.	1,033.	1,276.
HOCKEY	Head Coach	1,337.	1,459.	1,702.
	Assistant	912.	1,033.	1,276.
BASEBALL	Head Coach	1,337.	1,459.	1,702.
	Assistant	912.	1,033.	1,276.
GOLF	Head Coach	821.	943.	1,186.
TENNIS	Head Coach	821.	943.	1,186.
CROSS COUNTRY	Head Coach	821.	943.	1,186.
CHEERLEADER ADVISOR		1,155.	1,276.	1,519.
TRAINER		1,155.	1,276.	1,519.
INTRA-MURALS		912.	912.	912.

NYU - 11/10/82

The Public Schools

SCHEDULE "B"

1982-83

HONORARIUMS

ACTIVITY	UNITS	UNIT RATE	UNIT RATE	UNIT RATE
		1 Yr. Exp \$36.	2 Yrs. Exp. \$41.	3 Yrs. Exp. 46.
YEARBOOK				
Editorial	35			
Business	29			
ARROWHEAD	15			
BAND	49			
CHESS	12			
CHORUS	12			
ASSISTANT BAND DIRECTOR	19			
ORCHESTRA DIRECTOR	8			
SCHOOL PLAY				
Dramatics	21			
Chorus	8			
SNACK SHACK	24			
AUDIO-VISUAL COORDINATOR	21			
KEY CLUB	9			
STUDENT COUNCIL	18			
HONOR SOCIETY	8			
FIRE SQUAD	6			
FUTURE BUSINESS LEADERS OF AMERICA	7			
STUDENT EXCHANGE PROGRAM	12			
SPECTRUM	5			
FUTURE NURSES	7			
HIGH SCHOOL DANCE BAND	10			
DIRECTOR OF PUBLICITY	43			
COORDINATOR OF VOCATIONAL FUNDING	7			
COORDINATOR OF DRIVER EDUCATION	7			
AFFIRMATIVE ACTION OFFICER	17			

SCHEDULE "B" continued

1982-83

ACTIVITY	UNITS	UNIT RATE	UNIT RATE	UNIT RATE
		1 Yr. Exp. \$36.	2 Yrs. Exp. \$41.	3 Yrs. Exp. \$46.

COORDINATOR OF 504 PROGRAM	6			
CLASS ADVISORS	15			
DEPARTMENT HEADS	\$870.	EACH		
COLOR GUARD	29			
SEPIA (Afro-American Club)	12			
HIGH SCHOOL ELP TEACHER (Olympics of the Mind)	\$400.			
DRIVER EDUCATION INSTRUCTORS	NO UNIT VALUE	\$8.00 per hour		
DETENTION SUPERVISORS	NO UNIT VALUE	7.75 per hour		

EXTRA-CURRICULAR ACTIVITIES - MIDDLE SCHOOL

NEWSPAPER	7			
YEARBOOK	7			
CHORUS	15			
STUDENT COUNCIL	3			
CHEERLEADERS	14			
8th GRADE BASKETBALL	21			
INTRA-MURALS	4			
BAND	20			
AUDIO-VISUAL AIDS	10			
MINI COURSES	6			
8TH GRADE ADVISORS	4			
AREA COORDINATORS	14			

EXTRA-CURRICULAR ACTIVITIES - ELEMENTARY

SAFETY PATROL	3			
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Additional Notes