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THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

BETWEEN THE

UPPER PITTSBORO EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION OF UPPER PITTSBORO TOWNSHIP

THE COUNTY OF SALEM, NEW JERSEY

FOR

1971-1972 YEAR

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This agreement entered into this 5th day of March, 1971, by and between the Board of Education of Upper Pittsgrove Township, Salem County, New Jersey, hereinafter called the "Board", and the Upper Pittsgrove Education Association, hereinafter called the "Association."

ARTICLE I  
RECOGNITION

- A. The Board hereby recognizes the Association as the majority representative for collective negotiations, as provided for in New Jersey laws of 1968, Chapter 303, for full time classroom teachers, school nurse, remedial reading teacher, and music teacher.
- B. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

ARTICLE II  
ASSOCIATION RIGHTS AND PRIVILEGES

- A. Representatives of the Association (UPEA), the New Jersey Education Association (NJEA), and the National Education Association (NEA) shall be extended the privilege of transacting official Association business on school property outside of normal school hours, provided that prior approval has been secured from the Administrative Principal.
- B. The Association shall be extended the privilege of using school facilities and equipment, outside of normal school hours, including inter-school mail facilities and school mail boxes, provided that prior approval has been secured from the Administrative Principal.

ARTICLE III  
BOARD RIGHTS AND PRIVILEGES

- A. The Board on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of New Jersey, and of the United States.

ARTICLE IV  
SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule Guide "A" which is attached hereto and made a part hereof.
- B. All teachers shall be placed "on scale".
- C. It is agreed that teachers normally working less than five days per week shall be pro-rated on the Salary Schedule in the ratio that the number of days normally worked per week bears to the number five.
- D. Teachers employed on a ten (10) month basis shall be paid in equal semi-monthly installments, except for the month of December which shall be paid on or about the fifteenth of December in one installment.
- E. 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 or his estate on the final day in June or upon death or termination of employment, if earlier.

- F. When a pay day falls on or during a school holiday, vacation or a week-end, teachers shall receive their pay checks on the last previous working day, if administratively possible.
- G. Teachers shall receive their final checks on the last working day in June, if administratively possible.
- H. Qualifications for Bachelor's Degree plus fifteen (15) credits column on the Salary Guide shall be based upon courses toward a Master's Degree as indicated in the college catalog. Request for such shall be made through the Administrative Principal to the Board, who shall review the courses and determine eligibility as of the beginning of each teacher's contract year.

ARTICLE V  
TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1971-72 school year, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:
  - 1. A teacher shall be entitled to two (2) days nonaccumulative leave of absence for personal, legal, business, household or family matters which require absence during school hours, with full pay each school year. Approval to the Administrative Principal for personal leave shall be made eighteen (18) hours prior to taking such leave, except in the case of extreme emergencies when shorter notice will be permissible.
  - 2. Death in the immediate family shall entitle a teacher up to a maximum of three (3) days per death without loss of pay. "Immediate family" shall mean father, mother, wife, husband, son or daughter. Death of any other relative or in-law shall entitle the teacher to one (1) day leave per death without loss of pay. The teacher shall notify the Administrative Principal of their pending absence as early as possible.
  - 3. A leave of absence may be granted a teacher called for jury service. The Board shall pay an amount equal to the difference between the teacher's salary and the daily jury duty fee paid by the court for up to five (5) days for each day on which the teacher reports for or performs jury duty on which he otherwise would have been scheduled to work, provided that the teacher cooperates with the Administration in seeking to be excused from such service.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE VI  
INSURANCE PROTECTION

- A. The Board shall provide the New Jersey Public and School Employees Health Benefits Program, or its equivalent, consisting of a Basic Plan (Blue Cross, Blue Shield, "Rider J") and Major Medical protection. The Board shall pay the full premium for each individual teacher if such individual teacher so elects to take advantage of the benefits.
- B. Teachers may insure their dependents under the plan, and it is agreed that the teacher shall pay the full cost of such additional coverage.
- C. For each teacher who remains in the employ of the Board for the full school year and who selects to take advantage of the benefits, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period.

- A. A "grievance" shall mean a complaint by a teacher, or teachers, regarding the interpretation, application or violation of policies, agreements, and administrative decision affecting them except that the term "grievance" shall not apply to (a) any claim or complaint for which there is another remedial procedure or form prescribed by law or by regulation having the force of law or (b) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone or (c) a complaint of a non-tenure teacher which arises by reason of his not being employed or re-employed or (d) a complaint by any certificated personnel occasioned by appointment to or lack of retention to any position for which tenure is either not possible or not required.
- B. A grievance to be considered under this procedure must be initiated by the teacher within thirty (30) calendar days of its occurrence.
- C. It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievances and any effect thereof shall have been fully determined.
- D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved teacher to proceed to the next step. Failure at any step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- E. Procedure:
1. Any teacher who has a grievance shall discuss it first with his headteacher in an attempt to resolve the matter informally at that level.
  2. (a) If as a result of the discussion, the matter is not resolved to the satisfaction of the teachers within five (5) school days, he shall set forth his grievance in writing specifying the policy, agreement section, or administrative decision in dispute, the results of previous discussions and his dissatisfaction therewith, and shall transmit it, on his own time, to the Administrative Principal's office.  
(b) The Administrative Principal shall communicate his decision to the teacher in writing within five (5) school days of receipt of the written grievance.
  3. (a) The teacher, within five (5) school days after receipt of the Administrative Principal's decision, may appeal that decision to the Board of Education by submitting a copy of the written as outlined in Step 2 of this procedure along with the additional information supporting his dissatisfaction with the decision rendered in Step 2 to the Board of Education at the address and in the manner agreed to in this Agreement.  
(b) The Board, or a committee thereof, shall review the grievance and shall at the option of the Board or at the option of the Association, hold a hearing with the teacher 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 teacher, whichever comes later.
  4. (a) If the teacher is dissatisfied with the decision of the Board of Education and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Association, the teacher or the Association may request the appointment of an arbitrator, such request to be made, in writing, to the Board of Education within fifteen (15) calendar days after the decision rendered in Step 3 (b).

- (b) Such request can be honored only if the grievant or grievants and the organization representing them waive the right, if any, in writing of said grievant or grievants and the organization representing them to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's recommendations.

F. The following procedure will be used to secure the services of an Arbitrator:

1. A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
3. If the parties are unable to determine, within fifteen (15) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

G. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract nothing from the Agreement between the parties. The recommendations of the Arbitrator shall be binding. Only the Board and the aggrieved and his representatives shall be given copies of the Arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the Arbitrator's hearings.

H. Costs:

1. Each party will bear the total cost incurred by himself.
2. The fees and expenses of the Arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
3. If time is lost by an employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.

#### ARTICLE VIII NEGOTIATION OF SUCCESSOR AGREEMENT

A. The Association shall make every effort to present its proposal to the Administrative Principal and the Board of Education by October 15th of the calendar year preceding the the calendar year in which this Agreement expires and the Board shall respond as soon as is practical.

#### ARTICLE IX DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its teachers dues for the Upper Pittsgrove Education Association, the Salem County Council of Education Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct as one single amount and such deductions shall not be made more than once per month. Individual teacher deduction authorizations shall be made to the Board in writing. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Upper Pittsgrove Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

- B. The Board agrees to deduct from teachers' salaries money for Washington National Income Protection Insurance as said teachers individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such insurance company. Any teacher may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and the Insurance Company.
- C. Individual teachers may voluntarily agree to a reduction in the amount of salary in return for the Board's agreement to use the amount of such reduction in salary to purchase on behalf of the teacher, an annuity which qualifies under the provisions of section 403 (b) of the Internal Revenue Code of 1954, as amended. For such purposes, the teacher individually and voluntarily authorizes and the Board agrees to:
1. Reduce the teacher's cash compensation beginning at a time and in an amount established both by the teacher and the State of New Jersey Division of Pensions with the amount of the reduction to be rounded to the nearest whole dollar (no cents). This agreement shall remain in force for at least one year without modification unless cancelled because of the termination of the teacher's employment. It shall continue as specified above unless terminated or modified after one year. Notice of termination or modification shall be given in writing prior to any anniversary date.
  2. Remit monthly to the Supplemental Annuity Collective Trust of New Jersey, the sum of such reduction in cash compensation as premiums on the annuity which is purchased by the Board on behalf of the teacher pursuant to the Provisions of Chapter 123, P. L. 1963, as amended and supplemented.
  3. The teacher's rights to the annuity purchased by the Board on the teacher's behalf pursuant hereto shall be non-forfeitable.

ARTICLE X  
SICK LEAVE

- A. Teachers shall be given a written accounting of accumulated legal sick leave days no later than September 30 of each school year.

ARTICLE XI  
TEACHER EMPLOYMENT

- A. The Board and Association agree that individual teachers' contracts for the 1971-72 school year should be issued on or before April 1, 1971, and shall be requested to be returned properly to the Board on or before May 15, 1971.

ARTICLE XII  
TEACHER ASSIGNMENT

- A. Each school year the Administrative Principal will endeavor to advise, by posted notice, the anticipated teacher vacancies for the coming school year, as a courtesy to those on the present staff who may wish to apply for the vacancies. Nothing arising from this article shall be subject to the grievance procedure.

ARTICLE XIII  
MISCELLANEOUS PROVISIONS

- A. Sufficient copies of this agreement shall be printed at the equal expense of the Board and Association as soon as practical after the Agreement has been signed.

- B. 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 registered or certified letter at the following addresses:
1. If by Association, to Board at Upper Pittsgrove Schools  
R.D.#2, Monroeville, N.J. 08343
  2. If by Board, to Association at Upper Pittsgrove Township Schools  
R.D. #2, Monroeville, N.J. 08343
- C. If any provision of this Agreement or any application of this Agreement to any teacher or group of teachers 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.
- D. Any individual contract between the Board and an individual teacher, heretofore or hereinafter 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.
- E. Remedial Reading teachers and Music teachers who may be required to use their own automobiles in the performance of their duties, and who are assigned to more than one (1) school per day shall be reimbursed for all inter-school travel at the rate of six (6) cents per mile.

ARTICLE XIV  
DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1971, and shall continue in effect until June 30, 1972.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their presidents, attested by their respective secretaries, and their corporate seals to be placed thereon, all on this 4th day of March 1971.

UPPER PITTSBGROVE  
EDUCATION ASSOCIATION, INC.

UPPER PITTSBGROVE TOWNSHIP  
BOARD OF EDUCATION

By /s/ Richard C. Morris, Jr.  
President

By /s/ S. Jay Williams, Jr.  
President

By /s/ Robert Motisher  
Secretary

By /s/ Joseph R. Coombs  
Secretary

Seal

Seal



SALARY GUIDE A

<u>YEARS EXPERIENCE</u>	<u>NON-DEGREE</u>	<u>BACHELOR'S PERMANENT CERTIFICATE</u>	<u>BACHELOR'S DEGREE PLUS 15 CREDITS TOWARDS MASTER'S DEGREE</u>	<u>MASTER'S DEGREE</u>
First	\$ 6900	\$ 7200	\$ 7500	\$ 7800
1	7150	7450	7750	8050
2	7400	7700	8000	8300
3	7650	7950	8250	8550
4	7900	8200	8500	8800
5	8150	8450	8750	9050
6	8400	8700	9000	9300
7	8650	8950	9250	9550
8	8900	9200	9500	9800
9	9150	9450	9750	10,050
10	9400	9700	10,000	10,300
11	9650	9950	10,250	10,550
12	9900	10,200	10,500	10,800
13	10,150	10,450	10,750	11,050
14	10,400	10,700	11,000	11,300