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19-14

AGREEMENT
BETWEEN THE
UPPER PITTSBORO EDUCATION ASSOCIATION
AND THE
BOARD OF EDUCATION OF UPPER PITTSBORO TOWNSHIP BOARD OF EDUCATION
THE COUNTY OF SALEM, NEW JERSEY (EMPLOYER)
FOR
1982-83 YEAR

X 7/1/82-6/30/83

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This agreement entered into this 2nd day of April, 1983, 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 all certified personnel under contract, excluding administrative personnel.
- 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.

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 prorated 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 on the fifteenth and last working day, except for the month of December which shall be paid on or about the fifteenth of December in one installment.
- E. 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.

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 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.
 4. One (1) day's leave without deduction and one (1) day's leave with differential pay shall be granted for a medical condition in the immediate family (as defined in this article) which requires confinement of said family member under a doctor's care. It is further agreed and understood that a doctor's certificate will be submitted stating that in his opinion the teacher's presence away from his duties was essential to the recuperation of his patient. Differential pay means that the teacher shall receive the difference between his prorata pay based on 200 days and the actual substitutes' pay for leave days.
- 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. During the 1982-83 contract year, teachers may insure their dependents under the plan, and it is agreed that the Board shall pay full dependent health coverage taken under this paragraph.
- C. For each teacher who remains in the employ of the Board for the full school year and who elects 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.
- D. The Board shall provide a \$1.00 co-pay prescription drug plan for teaching staff members and their families where such applies.

ARTICLE VII GRIEVANCE PROCEDURE REGARDING THIS AGREEMENT

- A. A "grievance" shall mean a complaint by a teacher, or teachers, regarding the interpretation, application or violation of this agreement 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 (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 nontenure teacher which arises by reason of his not being employed or reemployed or (d) a complaint

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).
- 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 anything from the agreement between the parties. The recommendations of the arbitrator shall be final and 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
GRIEVANCE PROCEDURE
REGARDING BOARD POLICIES AND ADMINISTRATIVE DECISIONS

- A. A "grievance" shall mean a complaint by a teacher, or teachers, regarding the interpretation, application or violation of Board policies and administrative decision affecting them.

ARTICLE X
DEDUCTION 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 deduction 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 deduction 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 by both 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.

**ARTICLE XVI
COVERAGE**

- A. It is agreed that teachers in the Daretown School shall not be required to perform cafeteria duties or supervise playground activities during noontime recess.

**ARTICLE XVII
PERSONNEL RECORDS**

- A. A teacher shall have the right, upon reasonable request, to review the contents of his personnel file by appointment with the Administrative Principal. The teacher, during this conference, has the right to add written comments to the contents thereof. Only the Board shall have the right to remove any material from the file. The Board shall not establish any separate personnel file which is not available to the teacher's inspection.

**ARTICLE XVIII
TEACHER WORK YEAR**

- A. The work year for employees covered by this agreement shall consist of one hundred eighty (180) pupil contact days and one hundred eighty-five (185) teacher work days.
- B. Teachers shall have a duty free lunch period of thirty (30) minutes per working day.
- C. Classroom teachers shall have duty free preparation time during those periods when their classes are being instructed by specialty teachers.

**ARTICLE XIX
NO-STRIKE**

- A. During the term of this Agreement, the Association agrees that it will not engage in any job action or strikes except for failure of the Board to abide by the decision of an Arbitrator under Article VII, Grievance Procedure.

**ARTICLE XX
SUBSTITUTE COVERAGE**

- A. The Board will endeavor to provide substitutes for all personnel in all departments including special teachers whenever the regular teacher is absent.

**ARTICLE XXI
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.

he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the UPTA present to advise him and to represent him during such meeting or interview. This item does not apply to normal observation and evaluation procedures.

ARTICLE XXIV
DURATION OF AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- B. This Agreement shall be effective as of July 1, 1982, and shall continue in effect until June 30, 1983
- C. 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 21st. day of April, 1982.

UPPER PITTSBORO
EDUCATION ASSOCIATION, INC.

Dennis Elliott

By/s/Dennis Elliott
President

UPPER PITTSBORO TOWNSHIP
BOARD OF EDUCATION

Kenneth Newkirk Jr.

By/s/Kenneth Newkirk, Jr.
President

Connie Nowosacki

By/s/Connie Nowosacki
Secretary

Constance P. Ford

By/s/ Constance P. Ford
Secretary

SALARY GUIDE 1982-83

STEP	B.A.	B.A.+15	B.A.+30 M.A.	M.A.+15	M.A.+30
S	\$ 12,800	\$ 13,150	\$ 13,500	\$ 13,850	\$ 14,200
1	13,300	13,650	14,000	14,350	14,700
2	13,800	14,150	14,500	14,850	15,200
3	14,300	14,650	15,000	15,350	15,700
4	14,800	15,150	15,500	15,850	16,200
5	15,350	15,700	16,050	16,400	16,750
6	15,900	16,250	16,600	16,950	17,300
7	16,450	16,800	17,150	17,500	17,850
8	17,000	17,350	17,700	18,050	18,400
9	17,550	17,900	18,250	18,600	18,950
10	18,100	18,450	18,800	19,150	19,500
11	18,650	19,000	19,350	19,700	20,050
12	19,200	19,550	19,900	20,250	20,600
13	19,800	20,150	20,500	20,850	21,200
14	20,400	20,750	21,100	21,450	21,800
15	21,000	21,350	21,700	22,050	22,400
16	21,700	22,050	22,400	22,750	23,100

In addition: Increments of \$100 for each additional year of credited service beyond step 16.

(Credited service includes years of prior service as credited by the Upper Pittsgrove Township Board of Education upon initial employment.)