

4-0198

17-14

AGREEMENT
BETWEEN THE
UPPER PITTSBORO TOWNSHIP BOARD OF EDUCATION
AND THE
UPPER PITTSBORO EDUCATION ASSOCIATION

(THE COUNTY OF SALEM,) NEW JERSEY)

1984 - 1987

X 7/1/84 - 6/30/87

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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." Newly hired teachers shall be placed on the salary guide at a step determined by the Board. This step placement shall reflect the Board's allowance for prior experience and other factors as may be deemed significant by the Board, and shall entitle the teacher to normal step progression thereafter. Anyone who is a member of this bargaining unit as of the effective date of this agreement, and who may be subsequently "RIFed," shall be guaranteed salary guide placement credit for previous employment time in this district if said unit member is rehired.

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 on the fifteenth and last working day of the month, 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 week-end, teachers shall receive their pay checks on the last previous working day.

F. Teachers shall receive their final checks on the last working day in June. In the event that the last working day of the school year comes after June 15th, one check shall be issued on the 15th, and the final check on the last working day of June.

G. Qualification for placement on a higher Salary Guide column shall be based on the following:

1. Credits earned must be in pursuit of a higher degree, additional certification, or for other studies approved by the Chief School Administrator.
2. Courses taken must be from an accredited college program, and must be approved by the Chief School Administrator. Graduate courses which are approved for reimbursement under Section I of this Article

program conducted by the teacher, as agreed to in his individual employment contract.

1984-85	\$130.00
1985-86	\$140.00
1986-87	\$150.00

If, on occasion, additional assistance is needed, such additional assistance shall be approved in advance by the Chief School Administrator. Said additional assistance shall be paid at the rate of \$10.00 per session.

K. The Board shall pay, in addition to the teacher's salary, the rates listed below to manage school sponsored dances and safety patrol as agreed to in his individual employment contract.

1984-85	\$125.00
1985-86	\$135.00
1986-87	\$150.00

If, on occasion, additional chaperoning assistance is needed, such occasional assistance shall be approved in advance by the Chief School Administrator. Said assistance shall be paid at the rate of \$15.00 per dance.

L. Head Teachers shall receive, in addition to their regular salary, the following base and homeroom stipends:

	<u>Base</u>	<u>Stipend per Homeroom</u>
1984-85	\$300.00	\$40.00
1985-86	\$400.00	\$40.00
1986-87	\$500.00	\$40.00

M. The stipend per session for approved extra-curricular activities shall be as follows:

1984-85	\$12.00 per session
1985-86	\$12.00 per session
1986-87	\$15.00 per session

ARTICLE V

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1984-85 school year, teachers shall be entitled to the following temporary non-accumulative

leaves of absence with full pay each school year.

1. A teacher shall be entitled to two (2) days non-accumulative leave of absence, with catagorical reason given, for personal, legal, business, household, or family matters which require absence during school hours, with full pay, each school year. Request for approval by the Chief School Administrator for personal leave shall be made on the proper form at least forty-eight(48) hours prior to taking such leave, except in the case of extreme emergencies, in which case shorter notice will be permissible subject to reasons with full explanation of the emergency being given to the Chief School Administrator for his approval. Unused days shall accrue as sick leave commencing with the year immediately following.
2. Death in the immediate family shall entitle a teacher to up to a maximum of five (5) working days per death without loss of pay. "Immediate family" shall mean father, mother, wife, husband, brother, sister, son or daughter. Death of aunts, uncles, grandparents, grandchildren, first cousins, and in-laws shall entitle the teacher to two (2) working days leave per death without loss of pay. The teacher shall notify the Chief School Administrator of the pending absence as early as possible.
3. A leave of absence may be granted to 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 day's leave without deduction and one day's leave with differential pay shall be granted per year for a medical condition in the immediate family. The Board may require proof which the teacher must provide. Differential pay means that the teacher shall receive the difference between his prorated pay based on 200 days and the actual substitutes's 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 and eligible dependents if such individual teacher so elects to take advantage of the benefits.

B. 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. Employees may elect to enroll in HMO instead of the Blue Cross/Blue Shield Benefits program, and to have an amount of money not to exceed the prevailing Blue Cross/Blue Shield premium paid to HMO instead of Blue Cross/Blue Shield.

C. The Board shall provide a \$1.00 co-pay perscription drug plan for teaching staff members and their families, where such applies,

D. The Board shall provide a dental expenses reimbursement program for each individual teacher only. Upon submission of dental bills which have been paid for dental work rendered to each individual teacher only, and upon approval of such bill(s) by the Board, each individual teacher shall be reimbursed for said expense at the following rates:

1984-85	up to \$100.00 per employee
1985-86	up to \$150.00 per employee
1986-87	up to \$200.00 per employee

ARTICLE VII

GRIEVANCE PROCEDURE

A. A grievance shall be defined as follows:

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

2. A grievance shall also mean a complaint by a teacher or teachers regarding the interpretation, application, or violation of Board policies and/or administrative decisions. However, the grievance procedure under these circumstances shall have as a final step E-3 (b) of this Article, subject to the option of appeal to the Commissioner of Education.

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 head teacher 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 teacher 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 Chief School Administrator's office.

- (b) The Chief School Administrator shall communicate his decision to the teacher, in writing, within five (5) school days of receipt of the written grievance.

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 hearing(s).

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

The Board and the Association agree to conduct negotiations as provided by applicable law and decisions.

ARTICLE IX

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 Associations, the New Jersey Education Association, or the National Educational 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 Ch. 310, P.L. of 1967 (NJSA 52:14-15.9e), and under the 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

Salem County Teachers' Credit Union.

The teacher must specify the amount to be deducted for the year on or before September 1 of the contract year under consideration.

The amount deducted from each check may only be changed during the contract year upon notice from the teacher to the Secretary of the Board thirty (30) days prior to such change.

ARTICLE X SICK LEAVE

A. Each teacher shall be entitled to ten (10) sick leave days, with unused days to be accumulated and carried to the next year.

B. 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

The Board and the Association agree that for the duration of this Agreement individual teachers' contracts shall be issued on or before April 30th of each year and shall be requested to be returned properly to the board on or before May 15 of each year.

ARTICLE XII POSTING VACANCIES

Each school year the Chief School Administrator will advise, by posted notice, the full, part-time, curricular, and extra-curricular vacancies occurring during the year, and the anticipated vacancies for the coming school year.

ARTICLE XIII REIMBURSEMENT FOR PERSONAL PROPERTY

The Board shall reimburse teachers for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by a teacher while the teacher was acting in the discharge of his duties within the scope of his employment.

student dismissal but no later than 2:20 P.M., and shall not exceed two (2) hours in length.

4. On abbreviated pupil days, teachers shall have a maximum of 4 hours of teacher/pupil instructional contact time.

5. The teacher lunch provision as cited in Section G of this Article shall provide an exception for abbreviated pupil days.

C. Teachers shall be required to attend parent-teacher conferences up to four (4) evenings per year.

D. Teachers may be requested to attend selected P.T.A. activities during the year.

E. Except for bus duty teachers, on normal school days teachers shall report for school fifteen (15) minutes prior to the beginning of the pupil day, and shall remain fifteen (15) minutes beyond the pupil day.

F. Teachers shall indicate their arrival and departure, consistent with Section E of this Article, by initialing the Employee Attendance Roster. Failure to do so may result in the following procedure(s):

1. On the first unexcused occasion the employee shall be apprised verbally of his failure to meet his responsibility.

2. On the second unexcused occasion the employee shall be informed in writing by the Chief School Administrator of his failure to meet expected responsibility in this area and shall be required to indicate the time of arrival and the time of departure on the Employee Attendance Roster for the balance of the school year.

3. On the third unexcused occasion or any time thereafter, the employee shall have deducted from his salary an amount equal to the amount of time elapsed from the designated sign-in or sign-out time. The deduction shall be computed as follows: Salary divided by 200 days, divided by 7 hrs, divided by 60 minutes.

G. Teachers shall have a duty free lunch period of thirty (30) minutes per working day.

H. Classroom teachers shall have duty free preparation time during those periods when their classes are being instructed by specialty teachers.

ARTICLE XX

ACCUMULATED SICK LEAVE COMPENSATION

(Retirement Benefit)

In recognition of dedicated service to the Upper Pittsgrove Township School, upon retirement from teaching, and from this school system, the retiring teacher shall be compensated for his or her accumulated sick leave which has been accrued in the Upper Pittsgrove Township Schools, at the rate of ten dollars (\$10.00) for each such day if the teacher retires during the 1984-85 or 1985-86 school years. Such compensation shall be at the rate of fifteen dollars (\$15.00) for each such day if the teacher retires during the 1986-87 school year.

ARTICLE XXI

EMPLOYEE RIGHTS

1. Nothing contained herein shall be construed to deny or restrict any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

3. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.

5. Whenever any employee is required to appear before the board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, employment, or the salary or any increments pertaining thereto, then 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 UPEA present to advise him and to represent him during such meeting or interview. This section does not apply to normal observation and evaluation procedures.

ARTICLE XXII

DURATION OF AGREEMENT

.. 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, either party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

SALARY GUIDE 1984-85

STEP	B.A.	B.A. + 15	B.A. + 30/M.A.	M.A. + 15	M.A. + 30
S	& 14,175	\$ 14,525	\$ 14,875	\$ 15,225	\$ 15,575
1	14,750	15,100	15,450	15,800	16,150
2	15,325	15,675	16,025	16,375	16,725
3	15,900	16,250	16,600	16,950	17,300
4	16,475	16,825	17,175	17,525	17,875
5	17,050	17,400	17,750	18,100	18,450
6	17,625	17,975	18,325	18,675	19,025
7	18,200	18,550	18,900	19,250	19,600
8	18,775	19,125	19,475	19,825	20,175
9	19,350	19,700	20,050	20,400	20,750
10	19,950	20,300	20,650	21,000	21,350
11	20,550	20,900	21,250	21,600	21,950
12	21,150	21,500	21,850	22,200	22,550
13	21,750	22,100	22,450	22,800	23,150
14	22,350	22,700	23,050	23,400	23,500
15	22,950	23,300	23,650	24,000	24,350
16	23,550	23,900	24,250	24,600	24,950
17	24,800	25,150	25,500	25,850	26,200

In addition: Increments of \$100 for each additional year of credited service beyond step 17. (Credited service includes years of prior service as credited by the Upper Pittsgrove Township Board of Education upon initial employment.)

SALARY GUIDE 1985-86

STEP	B.A.	B.A. + 15	B.A. + 30/M.A.	M.A. + 15	M.A. + 30
S	\$ 14,600	\$ 14,950	\$ 15,300	\$ 15,650	\$ 16,000
1	15,200	15,550	15,900	16,250	16,600
2	15,800	16,150	16,500	16,850	17,200
3	16,400	16,750	17,100	17,450	17,800
4	17,000	17,350	17,700	18 20,050	18 20,400
5	17,600	17,950	18,300	18,650	19,000
6	18,200	18,550	18,900	19,250	19,600
7	18,800	19,150	19,500	19,850	20,200
8	19,400	19,750	20,100	20,450	20,800
9	20,000	20,350	20,700	21,050	21,400
10	20,725	21,075	21,425	21,775	22,125
11	21,450	21,800	22,150	22,500	22,850
12	22,175	22,525	22,875	23,225	23,575
13	22,900	23,250	23,600	23,950	24,300
14	23,625	23,979	24,325	24,675	25,025
15	24,350	24,700	25,050	25,400	25,750
16	25,075	25,425	25,775	26,125	26,475
17	26,625	26,975	27,325	27,675	28,025

In addition: Increments of \$100 for each additional year of credited service beyond step 17. (Credited service includes years of prior service as credited by the Upper Pitts-
grove Township Board of Education upon initial employment.)

SALARY GUIDE 1986-87

STEP	B.A.	B.A. + 15	B.A. + 30/M.A.	M.A. + 15	M.A. + 30
S	\$ 15,750	\$ 16,250	\$ 16,750	\$ 17,050	\$ 17,350
1	16,350	16,850	17,350	17,650	17,950
2	16,950	17,450	17,950	18,250	18,550
3	17,550	18,050	18,550	18,850	19,150
4	18,150	18,650	19,150	19,450	19,750
5	18,750	19,250	19,750	20,050	20,350
6	19,350	19,850	20,200 21,350	20,550 21,650	20,900 21,950
7	19,950	20,450	20,950	21,250	21,550
8	20,550	21,050	21,550	21,850	22,150
9	21,150	21,650	22,150	22,450	22,750
0	21,750	22,250	22,750	23,050	23,350
1	22,475	22,975	23,475	23,775	24,075
2	23,200	23,700	24,200	24,500	24,800
3	23,925	24,425	24,925	25,225	25,525
4	24,650	25,150	25,650	25,950	26,250
5	25,375	25,875	26,375	26,675	26,975
6	26,100	26,600	27,100	27,400	27,700
7	28,450	28,950	29,450	29,750	30,050

- In addition: Increments of \$100 for each additional year of credited service beyond step 17. (Credited service includes years of prior service as credited by the Upper Pittsgrove Township Board of Education upon initial employment.)