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21-12

EMPLOYMENT AGREEMENT

1981 - 82

Between: the Independence Education Association  
and the Independence Township Board  
of Education in [Warren County] (employer)

LIBRARY  
Institute of Management and  
Labor Relations

DEC 4 1981

RUTGERS UNIVERSITY

Independence Township Board of Education  
RR 1 Box 3  
Great Meadows, N.J. 07838

Warren County

X [unclear] 1 1981 [unclear]

ARTICLE I

Recognition

The Independence Township Board of Education recognizes the Independence Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel and building custodians whether under contract, on leave, on a per diem basis, employed or to be employed,

including: teachers  
nurse  
librarian  
building custodians

but excluding: principal  
assistant principal  
Child Study Team

## ARTICLE II

### Grievance Procedure

#### A. Definition

1. A "grievance" shall mean a complaint by an employee that
  - (a) there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the agreement or that
  - (b) he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established board policy or administrative practice as outlined in the teachers' manual.
2. However, the term "grievance" shall not apply to any matter which
  - (a) a method of review is prescribed by law or State Board Rule having the force and effect 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,
  - (c) a complaint of a non-tenure teacher which arises by reasons of his not being re-employed, or
  - (d) a complaint by any certificated person occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.
3. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

#### B. Purpose

1. The purpose of this grievance procedure is to secure at the lowest level possible, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed to limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the Association has been given the opportunity to be present at such adjustment and to state its view.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be made to expedite the process. The time limits, may however, be extended or reduced by mutual agreement.
2. A grievance to be considered under this procedure must be initiated by the aggrieved within thirty (30) calendar days of its occurrence, or within thirty (30) calendar days of when the teacher should have known of its occurrence. If the grievance is not filed within this thirty (30) day limit, the grievance is deemed waived. The Association recognizes that the Board has the responsibility and the authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by Law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and adoption of such rules, regulations and policies as it may deem necessary, shall be limited only by the specific and expressed terms of this agreement.
3. Level One  
Any professional employee who has a grievance shall discuss it first with his principal in an attempt to resolve the matter at that level.
4. Level Two  
If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved employee, he shall set forth his complaint in writing to the principal. The written grievance shall contain a statement as to all facts which the employee intends to rely upon in support of the grievance and the specific article of the contract allegedly violated. The principal shall communicate his decision to the employee in writing within ten (10) school days after receiving the written grievance.

5. Level Three

If the grievance is not settled after reaching the principal, the matter may be referred to the Professional Relations Committee of the Independence Education Association for consideration. The Committee shall make a determination as soon as possible, but within a period not to exceed ten (10) days. If the Professional Relations Committee determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the Administrative Principal and to the Board of Education.

6. Level Four

If the Professional Relations Committee determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education. The Board, or a committee thereof, shall review the grievance and, if the Board deems necessary, hold a hearing with the employee and render a decision in writing within thirty (30) days of receipt of the grievance by the Board or within thirty (30) calendar days of the hearing with the employee, whichever comes later. The decision of the Board shall become its final determination and shall be reviewable only as provided by law or pertinent to Step 7 of this article.

7. Level Five

- a. Only if the grievance pertains to an alleged misinterpretation or alleged misapplication of all or any part of this contracted agreement as specified in Article II, Section A, Paragraph 1, (a) and if the Association is not satisfied with the disposition of the grievance at Level 4, the Association may submit its grievance to arbitration.
- b. Within ten (10) school days after written notice to the Board of intent to submit said grievance to arbitration, the Board and the Association shall request a list of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association.
- c. The arbitrators decision shall be in writing and shall be submitted to the Board and the Association, and shall be final on both parties.

- d. The cost of the arbitrator shall be shared equally by the Board and the Association.
8. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives heretofore referred to in this article.

ARTICLE III

Section A - Professional Staff Salary Guide - 1981-82

STEP	NON DEGREE	B. S.	B. S. +15	B. S. +30	MASTERS	MASTERS +15	MASTERS +30	DOCTORATE
1.	9,788	10,894	11,226	11,724	12,227	12,553	12,830	13,650
2.	10,341	11,447	11,779	12,277	12,830	13,106	13,383	14,212
3.	10,894	12,000	12,332	12,830	13,383	13,659	13,936	14,765
4.	11,447	12,553	12,885	13,383	13,936	14,212	14,489	15,318
5.	12,000	13,106	13,438	13,936	14,489	14,765	15,042	15,871
6.	12,553	13,659	13,991	14,489	15,042	15,318	15,595	16,424
7.	13,106	14,212	14,544	15,042	15,595	15,871	16,148	16,977
8.	13,659	14,765	15,097	15,595	16,148	16,424	16,701	17,530
9.	14,212	15,318	15,650	16,148	16,701	16,977	17,254	18,083
10.	14,765	15,871	16,203	16,701	17,254	17,530	17,807	18,636
11.	15,318	16,424	16,756	17,254	17,807	18,083	18,360	19,189
12.	15,871	16,977	17,309	17,807	18,360	18,636	18,913	19,742
13.	16,534	17,641	17,973	18,470	19,023	19,300	19,576	20,406
14.	17,198	18,304	18,636	19,134	19,687	19,963	20,240	21,069
15.	18,083	19,189	19,521	20,019	20,572	20,848	21,125	21,954
16.	18,968	20,074	20,406	20,903	21,456	21,733	22,120	22,950

A teacher at the 16th step on the above guide with a minimum of 20 years service in education shall receive the following for longevity:

- 20-24 years service in education add \$500 to the 16th step
- 25-29 years service in education add \$750 to the 16th step
- 30-34 years service in education add \$1000 to the 16th step
- 35 years or more service in education add \$1250 to the 16th step

Section B - Custodial Staff Salary Guide

1. The base salary for school year 1981-82 for the following named employees shall be:

Stephen Ozyjowski	\$17,166 (Longevity + 500) = 17,666.
Joseph Gentile	9,954 (+B. S. 500) = 10,454.

2. An employee designated by the Board to do light maintenance on school buses shall be compensated at the rate of \$600 per contract year.

Section C - Extra Curricular Activities

If the Board determines that a specific sports program is to be implemented in the District the positions of head coach, assistant coaches, and coach, if appointed, will be compensated according to the following schedule:

<u>SPORTS PROGRAM</u>	<u>HEAD COACH</u>	<u>ASS'T COACH</u>
Baseball (Boys)	500.00	400.00
Baseball (Girls)	500.00	400.00
Basketball (Boys)	500.00	400.00
Basketball (Girls)	500.00	400.00
Soccer	500.00	400.00
Gymnastics	500.00	400.00
	<u>Coach</u>	
Cheerleading (Boys)	200.00	
Cheerleading (Girls)	200.00	



## ARTICLE IV

### Salary Guide Provisions

#### Section A - Professional

The Board and the Association agree to the established policies ] through ]] as listed below:

1. The salary and placement on the salary guide for the first year of employment in Independence Township is negotiable between the Board and the employee. Up to 4 years of military experience shall be credited.
2. The guide applies to all full-time certificated personnel except those holding emergency certificates.
3. Graduate credits shall be those credits earned after the awarding of the highest degree held. The credits must also be classified by the college or university when earned as being in the graduate category. All credits not meeting the last mentioned requirements must be approved by the Chief School Administrator for the district and/or the Board of Education.
4. A bachelor's degree or master's degree as mentioned in the salary guide must be in the field of education or in a field pertaining to the occupational role held by the individual in our school system.
5. Any change in salary schedules through the awarding of a higher degree or earned credits must be applied for in writing prior to November 1 of the school year previous to its being granted.
6. At the time of initial employment, if any one past experience year is not a full year, it will be counted as a full year if the total number of months worked in the year equals five or more.
7. Past experience credit will not be given for substitute teaching unless it was on a contract basis for five or more months.
8. Teachers employed on a ten (10) month contract shall be paid in twenty (20) equal semi-monthly installments; the installments to be made on the 15th and 30th day of the month employed. When the 15th or 30th of the month falls on a school holiday, vacation or weekend, payment shall be made on the last previous school day.
9. Teachers may individually elect to have a set amount of their monthly salary deducted from their pay check and forwarded to Tri-County Teachers Credit Union, Morristown, New Jersey.

Article IV (continued)

10. A teacher having served at least 25 years as a member of the certificated or professional staff of Independence Township, shall, upon notification of intent to retire from the Teaching profession by way of the New Jersey Teachers Pension and Annuity Fund receive a final year additional salary grant of \$1000. Notification of intent to retire shall be in the form of a letter of resignation with the retirement becoming effective on or before the 30th day of June following.
11. Upon retirement from the teaching profession by way of the New Jersey Teachers Pension and Annuity a certificated professional employee who has been employed a minimum of ten (10) years in the Independence Township School District shall be compensated for unused accumulated sick days earned while an employee of the Board. The compensation shall be paid at a rate of ten (10) dollars per unused day. To qualify for this benefit the employee must submit written notification of the intent to retire, to the chief school administrator for the district on or before December 1 of the school year previous to the school year of retirement.

Section B - Custodial Staff

1. An employee new to Independence Township shall be initially employed for a sixty (60) day probationary period.
2. The initial salary for the first year of employment shall be negotiable between the Board and the employee.
3. A "lead custodian" as defined in Board Policy shall be compensated at a rate of \$200 added to the base salary.
4. Custodial longevity in the employ of the Board only, shall be rewarded at the following rate:
  - Beginning the 20th year - add \$300 to base
  - Beginning the 25th year - add \$400 to base
  - Beginning the 30th year - add \$500 to base
  - Beginning the 35th year - add \$600 to baseAll creditable service must be in Independence Township.
5. The Board agrees to pay tuition costs for obtaining a Black Seal Boiler License and the fee for annual renewal when the employee is required to possess this type of license. Upon the acquisition of a Black Seal License, when required, the employee shall receive an additional compensation of \$500 which shall, from that time, be considered a part of the employee's base salary.

Article IV(continued)

6. Custodial and maintenance personnel employed on a twelve (12) month contract shall be paid in twenty four (24) semi-monthly installments; the installments to be paid on the 15th and 30th day of the month. When the 15th and 30th day of the month falls on a school holiday or weekend, payment shall be made on the last previous school day..
7. Upon retirement from the employment of the Board, by way of the Public Employees Retirement System an employee who has been employed a minimum of ten (10) years in the Independence Township School District shall be compensated for unused accumulated sick days earned while an employee of the Board. Compensation shall be paid at a rate of \$10 per unused day. To qualify for this benefit, the employee shall submit written notification of the intent to retire to the Chief School Administrator for the district on or before December 1 of the school year previous to the school year of retirement.
8. The Board agrees to a minimum of two (2) hours compensatory time for boiler and building inspection on Saturday, Sunday and holidays from November 1 through March 31 of the contract year, said compensatory time to be taken at a mutually agreed upon time between the custodian and the administration within the contracted year.

## ARTICLE V

### Course Reimbursement

The Board shall provide a maximum of \$4000 annually to underwrite the cost of the college tuition (only) for the total teaching staff. Reimbursement shall be paid for those college credits successfully earned at a rate not to exceed the current cost per credit established by Rutgers, The State University, when the initial application is made for approval. It is understood that the allocated funds to be distributed on a "first come-first served" basis. "First come" is to be established by the initial submission of the application for approval. Upon exhaustion of the \$4000 maximum allocation for course reimbursement, the Board's obligation to the CEA will have been satisfied for the contract year.

1. All courses taken must be pertinent to the teaching job currently held by the teacher in hope that the teaching-learning situation in the classroom will be improved.
2. Courses to be taken must have prior written approval of the Administrative Principal for the district.
3. Application for approval of courses must be accompanied by a college catalog containing a complete course description.
4. To be reimbursed the teacher must present the following:
  - a. College transcript verifying completion of course.
  - b. Official records from the college verifying the amount of tuition paid.
  - c. Evidence of prior approval by the Principal on the proper form provided.
5. When all evidence of satisfactory course completion (#4) has been submitted to the principal, he in turn will present the approved teachers voucher to the Board at the next regular meeting. Reimbursement should be made within thirty calendar days from the date of the Board meeting.

Under no circumstance will there be reimbursement for courses taken to acquire the following:

1. A bachelor's degree
2. State certification

## ARTICLE VI

### Insurance

The Board and the Association agree to the following:

#### A. Health Insurance

1. The Board shall provide health care insurance protection. The Board shall pay the single rate for all employees plus the cost of dependent coverage for those electing to choose dependent coverage.
2. Employees shall have the Health Benefits for New Jersey, Public and School Employees, as provided by Hospital Service Plan of New Jersey, Medical Surgical Plan of New Jersey, and The Prudential Insurance Company of America, or its equivalent.
3. Provisions and descriptions of the health care program shall be provided to each teacher. This shall include the conditions and limits of coverage.

#### B. Prepaid Prescription Program

1. The Board shall provide a prepaid prescription program. The Board shall pay the single rate for all employees plus the cost of appropriate dependent coverage for those electing to choose dependent coverage.
2. Employees shall have the prescription program as provided by the Blue Cross of New Jersey.
3. Provisions and descriptions of the program shall be provided to each teacher. This shall include the conditions and limits of coverage.

#### C. Dental Plan

1. Employee only
2. Maximum cost to Board per employee not to exceed \$140 per contract year.

## ARTICLE VII

### Leave Provisions

- A. Employees shall receive two (2) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours without submitting a reason. Application to the principal for personal leave shall be made at least two (2) days before taking such leave (except in case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave, other than that he is taking it under the Personal Business Section. One additional day will be granted upon submission of a valid reason and with approval of the principal or his designee.
- B. Personal business days are not to be granted immediately preceding and/or following a school vacation. When it is necessary for days to be taken immediately preceding or following a school vacation the reason shall be submitted for approval as soon as possible. The only reasons acceptable will be those that in the judgment of the chief school administrator are legitimate.
- C. Sick leave accumulated at a rate of 10 days per school year for ten (10) month employees; at a rate of twelve (12) days per school year for 12 month employees. Annual unused sick leave shall be accumulated and credited toward the next school year.
- D. An allowance of up to five (5) school days shall be granted for death in the immediate family. Immediate family shall be defined as father, mother, spouse, child, brother, sister, father-in-law, and mother-in-law.
- E. Custodial Staff Holidays and Vacations
1. The following shall be paid holidays for all custodial employees:

Fourth of July	Christmas Day
Labor Day	New Year's Eve (Beginning 12:00 noon)
Thanksgiving Day	New Year's Day
Thanksgiving Friday	Good Friday
Christmas Eve	Memorial Day

(Beginning 1:15 p. m.)
  2. When and if the district's schools are closed during the month of February to celebrate Washington and/or Lincoln's birthdates, employees shall not be required to work and these dates shall be considered paid holidays up to a maximum of two (2) days. In the event that schools are in session on these dates, employees shall be required to work and receive a like number of compensatory days. Such days shall be taken within the contract year and shall provide for adequate custodial coverage.

Article VII (Continued)

3. Employees required to work on any of the above listed holidays shall be compensated at the rate of time and one-half, or the equivalent in compensatory time, such time to be taken within the contract year and to provide for adequate custodial coverage.
4. The following shall be the schedule of earned vacation for full time employees:
  - After completion of one (1) year employment - two (2) weeks
  - After completion of five (5) years employment - three
  - After completion of fifteen (15) years employment - four weeks
5. Vacation of one (1) week duration or more must be submitted to the Board for approval at a Board meeting at least three (3) weeks prior to the vacation.
6. All vacation time must be taken within the school year due and shall be non-accumulative.

ARTICLE VIII

Duty Free Lunch

All teachers shall have a 20 minute duty free lunch period, or time equivalent to that allowed the children they teach, which shall not infringe upon preparation time. However, this shall not negate the Boards right to schedule and assign teachers.

ARTICLE IX

Specialists

- A. The board recognizes the need for the following services and will make every effort to see that the services are provided:

Music  
Physical Education  
Remedial Reading  
Nurse  
Art

- B. The Board of Education will endeavor to provide qualified specialists within the realm of economic ability, considering the recommendations of the C. T. A. and the growth of school enrollment.
- C. The number of specialists employed shall not be reduced during the school year.
- D. The music specialist shall receive one (1) day preparation time prior to Christmas Program, one (1) day preparation time prior to Spring Music Festival and one-half (1/2) day preparation time prior to 8th Grade Graduation. The Board will use best efforts to obtain substitute teachers.

The Art Specialist shall receive one(1) day preparation time prior to Art Program. The Art Specialist shall be given a minimum of one-half (1/2) day to a maximum of one and one-half (1½) days preparation time, as per administrative approval, to prepare scenery and/or customs (costumes) for school program and plays. The Board will use best efforts to obtain substitute teachers.



## ARTICLE X

### BOARD'S RIGHTS

The Board of Education reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to hire, assign, promote and direct employees covered by this agreement, or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this agreement.

DURATION OF AGREEMENT

This agreement shall become effective as of the 1st day of July, 1981, and shall continue in effect until the 30th day of June, 1982.

This Agreement constitutes the entire understanding of the parties and shall not be modified during its term except by mutual consent of the parties thereto and said modifications shall be in writing and attached hereto and made part hereof.

Neither party is under any obligation during the term of this Agreement to negotiate as to any items covered by this Agreement, any items proposed during the negotiations, and any items which could have been proposed during the negotiations.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its seal placed thereon.

INDEPENDENCE TEACHERS ASSOCIATION

By: Anneth Munley  
President

By: Ruth L. Gack  
Secretary

11/20/81  
Date

INDEPENDENCE TOWNSHIP  
BOARD OF EDUCATION

By: Charles W. Rickman  
President

By: Mary Dech  
Secretary

11/17/81  
Date