

AGREEMENT

BETWEEN THE

UPPER PITTSBORO EDUCATION ASSOCIATION

AND THE

BOARD OF EDUCATION OF UPPER PITTSBORO TOWNSHIP

THE COUNTY OF SALEM, NEW JERSEY

Board of
Education

FOR

X 1981-82 YEAR

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RUTGERS UNIVERSITY

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This agreement entered into this 2nd day of April, 1981, 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.

- F. Teachers shall receive their final checks on the last working day in June.
- G. Qualifications for placement on 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 placement shall be made through the Administrative Principal to the Board, who shall review the courses and determine eligibility as to the beginning of each teacher's contract year.
- H. Professional staff members 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 twenty (20) cents per mile.
- I. During the 1981-82 contract year, all degree teachers shall be reimbursed \$45.00 per credit hour up to \$540.00 per contract year for courses leading toward an additional degree or certification in education. Undergraduate courses approved by the Administrative Principal shall be reimbursed \$25.00 per credit hour up to \$300.00 per contract year. However, in no case shall reimbursement exceed \$540.00 per contract year.
- J. The Board shall pay, in addition to the teacher's salary, the sum of \$115.00 per intramural sport program conducted by the teacher as agreed to in his individual employment contract.
- K. The Board shall pay, in addition to the teacher's salary, the sum of \$115.00 to manage school sponsored dances and safety patrol as agreed to in his individual employment contract.
- L. Head teachers shall receive, in addition to their regular salary, forty (\$40.00) per classroom for their additional services.

ARTICLE V.

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of 1981-82 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. Request for approval by 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 five (5) working days per death without loss of pay. "Immediate family" shall mean father, mother, wife, husband, son or daughter. Death of aunts, uncles, grandparents, grandchildren, first cousins, brothers, sisters and in-laws shall entitle the teacher to two (2) working days 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 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. Up to two (2) days 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'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 if such individual teacher so elects to take advantage of the benefits.
- B. During the 1981-82 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 teach-staff members. Should the staff member wish to extend this coverage to include his/her family, such coverage may be obtained at a payroll deduction of \$76.82.

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 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 nontenure teacher which arises by reason of his not being employed or reemployed 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 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 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 material 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).*
- 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.*

- 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 teacher within five (5) school days, he shall set forth his grievance in writing specifying the policy 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 material, 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.
 - (c) If not resolved at this point teacher shall have the option of appeal to the Commissioner of Education.

ARTICLE IX
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Association shall by October 15 of the calendar year notify the Board of its interest to negotiate.

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 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 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.

3. The teacher's rights to the annuity purchased by the Board on the teacher's behalf pursuant hereto shall be non-forfeitable.
- D. The Board agrees to deduct from salaries of its teachers the amounts specified by each individual teacher for the purpose of placement in an account with the 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 XI
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 XII
TEACHER EMPLOYMENT

- A. The Board and Association agree that individual teachers' contracts for the 1981-82 school year shall be issued on or before April 30, and shall be requested to be returned properly to the Board on or before May 15, of each year.

ARTICLE XIII
POSTING VACANCIES

- A. Each school year the Administrative Principal will endeavor to advise, by posted notice, teacher vacancies occurring during the year and the anticipated vacancies for the coming school year, as a courtesy to those on the present staff who may wish to apply for the vacancies.

ARTICLE XIV
REIMBURSEMENT FOR PERSONAL PROPERTY

- A. 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.

ARTICLE XV
TEACHER EVALUATIONS

- A. The teacher will receive a written report of all formal classroom observations. The teacher may add pertinent comments to the report. A conference between the teacher and the evaluator shall follow receipt within fifteen (15) days. All nontenure teachers shall be evaluated openly and with full knowledge of the teacher at least one (1) time per semester.

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.

- 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, Upper Pittsgrove Township Schools, R.D. 2, Monroeville, N.J. 08343
 2. If by Board, to Association, 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, during its duration, shall be controlling.

ARTICLE XXII
ACCUMULATED SICK LEAVE COMPENSATION
(Retirement Benefit)

- A. In recognition of dedicated service to the Upper Pittsgrove Township Schools, 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.

ARTICLE XXIII
EMPLOYEE RIGHTS

- A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- B. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
- C. 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 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, 1981, and shall continue in effect until June 30, 1982.
- 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, 1981.

UPPER PITTSBORO
EDUCATION ASSOCIATION, INC.

Dennis Elliott

By/s/Dennis Elliott
President

Connie Nowosacki

By/s/ Connie Nowosacki
Secretary

UPPER PITTSBORO TOWNSHIP
BOARD OF EDUCATION

Kenneth Newkirk Jr.

By/s/Kenneth Newkirk, Jr.
President

Constance P. Ford

By/s/ Constance P. Ford
Secretary

Seal

Seal

SALARY GUIDE 1981-82

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

In addition: Increments of \$100 for each additional year of credited service beyond step 15. (Credited Service includes years of prior service as credited by the Upper Pittsgrove Township Board of Education upon initial employment.)