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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
ON
JANUARY 23, 1969

This Agreement entered into this 23rd day of January, 1969, 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 recognized 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, but excluding all other employees.

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, without limitation, 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. Salary Schedule Guide "A":

| <u>Years Experience</u> | <u>Non Degree</u> | <u>Bachelor's Degree or Permanent Certificate</u> | <u>Bachelor's Degree or Permanent Certificate Plus 15 Credits</u> | <u>Masters Degree</u> |
|-------------------------|-------------------|---|---|-----------------------|
| Start | \$6100 | \$6400 | \$6700 | \$ 7000 |
| 1 | 6350 | 6650 | 6950 | 7250 |
| 2 | 6600 | 6900 | 7200 | 7500 |
| 3 | 6850 | 7150 | 7450 | 7750 |
| 4 | 7100 | 7400 | 7700 | 8000 |
| 5 | 7350 | 7650 | 7950 | 8250 |
| 6 | 7600 | 7900 | 8200 | 8500 |
| 7 | 7850 | 8150 | 8450 | 8750 |
| 8 | 8100 | 8400 | 8700 | 9000 |
| 9 | 8350 | 8650 | 8950 | 9250 |
| 10 | 8600 | 8900 | 9200 | 9500 |
| 11 | 8850 | 9150 | 9450 | 9750 |
| 12 | \$9100 | \$9400 | \$9700 | \$10000 |

ARTICLE V
TEMPORARY LEAVES OF ABSENCE

A. 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. Application 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.

B. Death in the immediate family shall entitle a teacher up to a maximum of three (3) days leave 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 without loss of pay, up to a maximum of two (2) days per year. The teacher shall notify the Administrative Principal of their pending absence as early as possible. Leave taken under this paragraph shall be in addition to personal leave taken under paragraph A of this Article.

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 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.

ARTICLE VII
MISCELLANEOUS PROVISION

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 Township Schools, RD #2, Monroeville, New Jersey 08343
2. If by Board, to Association at Upper Pittsgrove Township Schools, RD #2, Monroeville, New Jersey 08343.

C. The Board and Association agrees that individual teachers contracts for the 1969-70 school year should be issued on or before April 1, 1969, and shall be requested to be returned properly to the Board on or before May 15, 1969.

D. 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.

ARTICLE VIII
GRIEVANCE PROCEDURE

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 established 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 appointment to, retention in or lack of retention in 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 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 of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

E. Procedure:

1. Any employee 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 teachers within 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 5 school days of receipt of the written grievance.
3. (a) The teacher, within 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 grievance 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 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 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 recommendation.

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 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 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 30 days of the completion of the arbitrator's hearings.

H. Costs:

1. Each party will bear the total cost incurred by themselves.
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 any 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 IX
DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1969 and shall continue in effect until June 30, 1970.

B. 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 corporate seal to be placed hereon, all on this 23rd day of January, 1969.

UPPER PITTSBORO
EDUCATION ASSOCIATION

UPPER PITTSBORO TOWNSHIP
BOARD OF EDUCATION

BY /s/THOMAS J. JONES
PRESIDENT

BY /s/S.J. WILLIAMS JR.
PRESIDENT

BY /s/MARTHA A. JONES
SECRETARY

BY /s/JOSEPH R. COOMBS
SECRETARY

SEAL