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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

EAST PATERSON EDUCATION ASSOCIATION

and

BOARD OF EDUCATION OF EAST PATERSON
County of Bergen, N. J.

~~88888~~

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PREAMBLE

The East Paterson Board of Education and the East Paterson Education Association recognize that theirs is a common goal: The development of an educational program of the highest quality for the benefit of the children of our District. We believe that, to fulfill this responsibility, a relationship predicated upon this common goal must be developed and maintained between the Board of Education and the Association.

Implicit in such a relationship are open avenues of communication among the Board, the administrative staff and the faculty. It is our belief that we can best attain our common objectives if each utilizes the experience and counsel of the other in the formulation of policies that involve areas of mutual concern.

The East Paterson Education Association, recognizing that teaching is a profession, wishes to reaffirm as part of this agreement that it adheres to and will continue to adhere to the Code of Ethics (Appendix A) of the profession as set forth by the New Jersey Education Association. Furthermore, the Association will continually encourage all teachers of the East Paterson School District to abide by this code.

THIS AGREEMENT IS MADE AND ENTERED INTO on this 15th day of April, 1969, by and between the East Paterson Board of Education of East Paterson, New Jersey, (hereinafter called the "Board") and the East Paterson Education Association (hereinafter called the "Association").

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the East Paterson Education Association as the exclusive bargaining representative, as defined in Section 7, Chapter 303, Law of 1968, for the following employees of the Board of Education under contract or leave:

- Classroom teachers
- Nurses
- Guidance Counselors
- Librarians

B. The term "teacher" when used hereinafter in this agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit, as above defined.

C. Prior to September 15, 1970, or at least fifteen days prior to the Association's right to negotiate a Successor Agreement as provided in Article II hereof, the Association will submit proof to the Board that it is still the majority representative of the negotiating unit as above defined.

ARTICLE II

NEGOTIATING PROCEDURE

A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws 1968.

B. Negotiations will begin not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. In the event either party desires a change in the current Agreement, notice should be given to the other party by Registered Mail, to be received not later than October 1st, setting forth which Articles are to be negotiated, it being understood that every Article to be so negotiated must be specifically set forth in said notice. If such notice is not received by either party by October 1st as aforesaid, the terms and conditions of this Agreement will continue for a full year following its expiration date.

C. This agreement shall not be modified in whole or in part by the parties except by an instrument mutually agreed upon in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

DEFINITIONS

The term "grievance" means a complaint by any employee or group of employees that, as to him or them, there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting said employee or employees.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instance:

The failure or refusal of the Board to renew a contract of a non-tenure employee.

The term "employee" shall mean any regularly employed individual receiving compensation from the Board but shall not include the Superintendent.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees' association, or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

The term "party" means an aggrieved employee, his immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

PROCEDURE

1. Any aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

2. An employee or his representative processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.

4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. An employee shall first discuss his grievance orally with his immediate superior (department head, supervisor or principal). Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) days of said hearing.

6. If the grievance is not resolved or a decision rendered to the employee's satisfaction, within five (5) days from the determination referred to in Paragraph 5 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:

- (a) The nature of the grievance;
- (b) The results of the previous discussion;
- (c) The basis of his dissatisfaction with the determination.

7. A copy of the writing called for in Paragraph 6 above shall be furnished to the school principal and to the immediate superior of the aggrieved employee.

8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) days of the failure of the Superintendent to act or within ten (10) days of the determination by him, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted by the appellant:

- (a) The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

12. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material.

Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests, in writing, a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall, in writing, notify the employee, his representative, if there be one, the principal and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

14. In the event an employee is dissatisfied with the determination of the Board, he shall have the right to request advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A request for advisory arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear his own costs.

15. In the event a grievance should be filed by a principal or by any employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he shall discuss his grievance initially with the Superintendent, and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

16. In any case where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same has been brought to the employee's attention, by filing with the Secretary of the Board a writing setting forth:

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraphs 12 and 13.

18. All employees shall be entitled to resort to the full procedure hereinabove set forth.

ARTICLE IVTEACHER RIGHTS

Whenever any tenure teacher is required to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereof, 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 Association present to advise him and represent him during such meeting or interview.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association and its representatives may use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings, and may approve the use of the school building.

B. The Association may use school facilities and equipment, including typewriter, mimeographing machines, other duplicating equipment, calculating machines, at reasonable times, when such equipment is not otherwise in use. However, the prior approval of the principal or his designated representative must be obtained. The Association will provide all material and supplies at its own cost and expense.

C. The Association may have the right to use the interschool mail facilities and school mail boxes as it deems necessary with the prior approval of the Superintendent of Schools.

ARTICLE VISCHOOL CALENDAR

The school calendar, indicating student and teacher days, as adopted by the Board, is attached hereto.

EAST PATERSON PUBLIC SCHOOLS

1969-70 School Calendar

		<u>1969</u>				
		M	T	W	T	F
SEPT.		<u>1</u>	<u>2</u>	<u>3</u>	4	5
18		8	9	10	11	12
DAYS		<u>15</u>	16	17	18	19
		<u>22</u>	23	24	25	26
		29	<u>30</u>			
OCT.				1	2	3
23		6	7	8	9	10
DAYS		13	14	15	16	17
		20	21	<u>22</u>	23	24
		27	28	29	<u>30</u>	31
NOV.		3	<u>4</u>	5	<u>6</u>	<u>7</u>
14		10	<u>11</u>	12	13	14
DAYS		17	18	19	20	21
		24	25	<u>26</u>	<u>27</u>	<u>28</u>
DEC.		1	2	3	4	5
15		8	9	10*	11	12
DAYS		15	16	17	18	19
		<u>22</u>	<u>23</u>	<u>24</u>	<u>25</u>	<u>26</u>
		29	30	31		

		<u>1970</u>				
		M	T	W	T	F
JAN.					<u>1</u>	<u>2</u>
20		5	6	7	8	9
DAYS		12	13	14	<u>15</u>	16
		19	20	21	<u>22</u>	23
		26	27	28	29	<u>30</u>
FEB.		2	3	4	<u>5</u>	6
19		9	10	11*	<u>12</u>	13
DAYS		16	17	18	19	<u>20</u>
		23	24	25	26	<u>27</u>
MAR.		2	3	4	5	6
18		9	10	11	12	13
DAYS		16	17	18	19	<u>20</u>
		23	24	25	<u>26</u>	<u>27</u>
		<u>30</u>	<u>31</u>			
APR.				<u>1</u>	<u>2</u>	<u>3</u>
19		6	7	8	9	10
DAYS		13	14	15*	16	17
		20	21	<u>22</u>	23	24
		27	28	29	<u>30</u>	
MAY		4	5	6	7	8
21		11	12	13	14	15
DAYS		18	19	20	21	<u>22</u>
		25	26	27	28	<u>29</u>
JUNE		1	2	3	4	5
17		8	9	10	11	12
DAYS		15	16	17	18	19
		<u>22*</u>	<u>23*</u>	<u>24</u>	<u>25</u>	<u>26</u>
		29	30			

- Sept. 1 Labor Day
- Sept. 2 New Teachers
- Sept. 3 Entire Staff
- Sept. 4 First Day of School
- Sept. 22 Yom Kippur
- Nov. 4 Election Day
- Nov. 6-7 N.J.E.A. Convention
- Nov. 11 Veteran's Day
- Nov. 27-28 Thanksgiving Holiday
- Dec. 22-Jan. 2 Christmas Vacation
- Feb. 12 Lincoln's Birthday
- Mar. 26-Apr. 3 Easter Vacation
- June 17 Jr. High Graduation
- June 18 Sr. High Graduation
- June 23 Last Day of School

* 1:00 P.M. Dismissal
Teacher's Institutes to be held
in the afternoons on Dec. 10,
Feb. 11 and Apr. 15

184 School Days
186 Teacher Days

— Underlined dates denotes
pay days.

Nov. 14. End of First Marking Period
Jan. 30. End of Second Marking Period
April 17. End of Third Marking Period

Report Cards Distributed 1 Week Later

ARTICLE VII

TEACHING LOAD AND CLASS SIZE

The Board recognizes that high quality education is related to class size and teacher load. Therefore, the Superintendent shall establish and recommend to the Board for approval, standards of class sizes and teacher load that are consistent with recognized educational practices and resources of the school system and the community.

In addition to a regular teaching load, each teacher is expected to supervise a reasonable share of the extra-curricular program of the school.

ARTICLE VIII

TEACHER EMPLOYMENT

A. Each teacher shall be placed on his proper step of the salary schedule as of the beginning of the 1969-70 school year.

Previous outside teaching experience in a duly accredited school shall be credited in full upon initial employment in accordance with the provisions of the adopted salary guide, Schedule A. Full credit shall be given for military experience or alternative civilian service required by the Selective Service System. The aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.

B. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 1. If an extension is required, the Association will be so notified.

C. It is incumbent upon every member of the professional staff to inform the administration of intention not to return to the school system in the next school year no later than April 1, or as soon before the end of the school year as possible.

ARTICLE IX

SALARIES

The salaries of all teachers covered by this Agreement are set forth in the Schedule A attached hereto and made a part hereof.

SCHEDULE A

BOARD OF EDUCATION
EAST PATERSON, NEW JERSEY

TEACHERS SALARY GUIDE

1969-70

<u>STEP</u>	<u>NON-DEGREE</u>	<u>BACHELORS</u>	<u>MASTERS</u>	<u>MASTERS + 30</u>
1	\$ 5,500	\$ 6,600	\$ 7,300	\$ 8,000
2	5,800	6,900	7,600	8,300
3	6,100	7,200	7,900	8,600
4	6,400	7,500	8,200	8,900
5	6,700	7,800	8,500	9,200
6	7,000	8,100	8,800	9,500
7	7,300	8,400	9,100	9,800
8	7,600	8,700	9,450	10,100
9	7,900	9,000	9,800	10,400
10	8,200	9,300	10,150	10,700
11	-	9,600	10,500	11,000
12	-	9,950	10,850	11,300
13	-	10,300	11,200	11,700
14	-	10,650	11,550	12,100
15	-	11,000	11,900	12,500

ARTICLE X

SICK LEAVE

A. As of September 1, 1969, all teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Full time teachers who have obtained tenure and who have exhausted their accumulated sick leave days shall be paid their regular per diem salary minus the established cost of a substitute teacher for up to five (5) days for each year of service above the tenure year to a maximum of ninety (90) days which is non-cumulative.

In all cases the prior approval of the Superintendent of School will be required.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1969-70 school year, all regular full-time teachers shall be entitled to the following temporary non-cumulative leaves of absence with full pay each school year.

1. One (1) day per year of personal absence shall be available to all professional and non-professional personnel for the following reasons:

- (a) Serious illness in the immediate family.
- (b) Any emergency or urgent request not covered above.

In all cases, prior approval of the Superintendent of Schools will be required.

The one (1) day per year as indicated in this policy shall not be cumulative.

2. Up to one (1) day for the purpose of visiting other schools or attending meetings or conferences of an educational nature.

The Superintendent may, at his discretion, permit teachers and principals to visit schools within this or other districts for not more than one (1) day without loss of pay. The Superintendent will require a report of such visitation. The Superintendent may allow teachers to attend educational meetings and conventions concerning school business without loss of pay. No ruling shall conflict with the provisions of the New Jersey Law that teachers may attend annual meetings of the New Jersey Education Association without loss of pay.

3. Up to two (2) days for one (1) representative of the Association to attend conferences and conventions of county, state and national affiliated organizations, without pay.

4. Absences for reasons other than illness, up to a total of four (4) days for (a) death in the immediate family or (b) court appearances, shall be amended to provide that such absences without forfeiture of pay shall be subject to the discretion of the Superintendent of Schools. For clarification purposes, the phrase "immediate family" shall be construed as encompassing: mother, father, wife, husband, brother, sister, children, mother-in-law, father-in-law or any other member of the immediate household who is a relative.

5. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard for a period not to exceed two (2) weeks, provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay in addition to any pay which he receives from the State or Federal government.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

ARTICLE XII

EXTENDED LEAVE OF ABSENCE

A. Military leave without pay shall be granted to any teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

B. As per policy - Maternity Leave.

C. Any female teacher adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

ARTICLE XIII

SABBATICAL LEAVE

To improve the quality of the professional staff, the Board of Education may, upon the recommendation of the Superintendent, grant a sabbatical leave to a full time professional staff member who has ten (10) years of experience in the East Paterson Public School System.

RS

Leave shall be for the purpose of advanced study. Granting of leave shall not imply a change of position or promotion related to the sabbatical activity.

Leave shall be granted for one (1) year ^{at} and half (1/2) salary. Salary is based upon the rate of pay in the sabbatical year. Award of a grant or fellowship shall not affect this stipend. No person will accept contractual employment while on sabbatical leave unless approved by the Board of Education. When he returns, he shall be placed on the proper step of the guide.

RS

Only two (2) members of the professional staff to leave in any one (1) year.

A person desiring sabbatical leave must place a written request with the Superintendent describing in detail the reason, plans and dates of the leave. Requests for sabbatical leave must be in the office of the Superintendent of Schools on or before November 1st of the year prior to the sabbatical. This deadline may be waived at the discretion of the Superintendent. The Board of Education will act on sabbatical leaves requests at a regularly scheduled Board of Education meeting. Notification of approval of sabbatical leave will be made on or before January 1st.

The teacher shall indicate agreement to stay in the system at least three (3) years following the sabbatical leave. If circumstances prevent the fulfillment of three (3) years of service, the person shall reimburse the district in direct proportion of the unfilled time, except in case of death or permanent disability.

The criterion for approval of applicants for sabbatical leave shall be the possibilities for greatest benefit to the school system.

A teacher may requalify for sabbatical leave seven (7) years after receiving first sabbatical.

Payment of sabbatical leave stipend will follow normal pay procedures.

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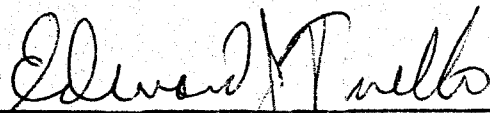
ARTICLE XIV

DURATION OF AGREEMENT

This Agreement shall be effective as of the 2nd day of September, 1969 and shall continue in effect until June 30, 1970, subject to the Association's right to negotiate a Successor Agreement as provided in Article II hereof. This Agreement shall continue in effect from year to year unless notice is received as set forth in Article II hereof.

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

ATTEST:



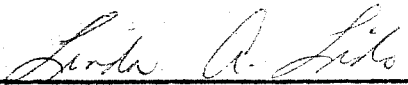
Edward J. Tirello, Secretary

EAST PATERSON BOARD OF
EDUCATION

BY 

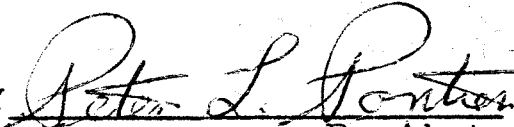
Peter Stenzi, President

ATTEST:



Secretary

EAST PATERSON EDUCATION
ASSOCIATION

BY 

President

