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A G R E E M E N T

BETWEEN

PINE HILL BOARD OF EDUCATION
PINE HILL, NEW JERSEY

AND

PINE HILL EDUCATION ASSOCIATION

1969-70

RECEIVED
MAY 16 1969
N. J. P. E. R. C.

AGREEMENT STATEMENT

This Agreement entered into this *twenty-third* day of *April*, 1969, by and between the Board of Education of Pine Hill, hereinafter called the "Board" and the Pine Hill Education Association, hereinafter called the "Association."

ARTICLE I - RECOGNITION

A. The Board hereby recognizes the Pine Hill Education Association as the representative designated for the purpose of collective negotiations by the majority of full-time certified professional personnel under contract with the Board including:

Teachers

Librarians

School Nurses

but excluding:

Superintendent

Principals

Other persons with administrative responsibility

B. Unless otherwise indicated, the term, "teachers," when used hereinafter in this Agreement, shall refer to all professional employees in the bargaining unit as above

defined, and references to male teachers shall include female teachers.

ARTICLE II - NEGOTIATIONS PROCEDURES

- A. On or before October 15th, prior to the expiration date of the contract, the Association shall present in writing its intent to open contract talks together with its demands.
- B. Representatives of the Board and the Association shall begin negotiations on or before October 30th. Association representatives shall, at least once during the interim, meet with Board representatives or the Superintendent for the purpose of clarification of financial details, contractual meaning, and matters affecting the educational process.
- C. The Board shall prepare its counter proposal on or before November 15th.
- D. The Board agrees not to negotiate with any organization other than that designated as the exclusive representative in accordance with paragraph A, Article I, of this Agreement.

- E. The Board agrees, subject to reasonable request, to provide the Association with relevant information which is in the public domain.
- F. This Agreement incorporates the entire understanding of the parties on all matters of negotiation included in this contract. During the term of this Agreement, neither party shall be required to negotiate with respect to any 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.
- G. Future meetings, times, and dates will be mutually set.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" shall mean a complaint by any employee or group of employees that there has been to him or them, or to the Association, an inequitable, improper, or unjust application, interpretation, or violation of Board policy, this Agreement, or an administrative decision.
2. A grievance to be considered under this procedure must be initiated by the grievant (the employee or

the Association) within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.

B. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance at the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

(b) It is understood that an employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
2. Any employee grievant who has a grievance shall discuss it first with his principal (or immediate ^{superior} ~~superior~~ or department head, if applicable) in an attempt to resolve the matter informally at that level.
3. The employee grievant, no later than five (5) school days after receipt of the decision of his principal or

other immediate ~~superior~~^{superior}, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss, or inconvenience; (c) the results of previous discussions; (d) his dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the Association and to the principal or other immediate ~~superior~~^{superior}.

4. If the grievance is not resolved to the grievant's satisfaction, he, no later than three (3) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education.
5. Except for:
 - (a) Any matter for which a specific method of review is prescribed and expressly set forth

by law or any rule or regulation of the State
Commissioner of Education; or

- (b) A complaint of a nontenure teacher which arises
by reason of his not being re-employed; or
- (c) 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 either is not
possible or not required,

the Board, or a committee thereof, shall review the
grievance and shall, at the option of the Board, hold a
hearing with the employee grievant and render a decision
in writing and forward copies thereof to the grievant
and to the Association within thirty (30) calendar days
of receipt of the appeal or if a hearing is granted,
within thirty (30) calendar days of the date of the
hearing. The referred-to hearing, if granted, shall be
held within a reasonably expeditious time after receipt
of the appeal notice.

6. If the decision of the Board does not resolve the
grievance to the satisfaction of the employee grievant
and he wishes review by a third party, he shall so
notify the Association within ten (10) school days of
receipt of the Board's decision. If the Association

determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) school days of receipt of the Board's decision.

7. (a) The following procedure will be used to secure the services of an arbitrator:
- (1) A joint request by the Association and the Board will be made to the American Arbitration Association to submit a roster of persons qualified to function as arbitrators 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 ten (10) 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.
- (b) 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 or any policy of the

Board of Education. The recommendations of the arbitrator shall be advisory.

(c) Rights of teachers to representation

- (1) Any aggrieved person may be represented up to and including Stage 4 of the grievance procedure by himself, or, at his option, by the Association by a representative selected or approved by the Association.
- (2) When a teacher represents himself in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent or any later level, be notified by the Superintendent that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.
- (3) The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

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.

MISCELLANEOUS PROVISION

If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly in accordance with the procedure set forth above and the processing of such grievance shall commence at said level. The Association may process such grievance through all levels of the grievance procedure.

ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES

The Association, in accordance with Board policy regarding operation of school buildings, shall have the privilege of using school building facilities. Bulletin boards and teacher mail boxes shall be made available to the Association. This use is restricted to official organizational matters.

A clearly designated area on the teacher bulletin board for the exclusive use of the Association shall be provided in each school. Principals shall receive copies of all items distributed via the school facilities.

ARTICLE V - TEACHING HOURS AND ASSIGNMENTS

- A. It is mutually recognized by the parties that the principle of the forty (40) hour normal work week cannot be interpreted literally. Reasonable duties normally associated with the teaching profession may be assigned to teachers.
- B. Teachers shall be required to report for duty fifteen (15) minutes before the opening of the pupil school day and shall be permitted to leave fifteen (15) minutes after the close of the pupil school day. On Fridays or on days preceding holidays or vacations, the teacher day shall end five (5) minutes after the close of the pupil day. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column on the faculty sign-in and sign-out roster.
- C. Teachers shall be given written notice of their assignments not later than June 30th. The administration may alter, modify, or change such assignments in the event of unusual circumstances or emergencies and shall notify the teacher

G. No teacher shall be disciplined in any manner or form without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public unless formal charges are made, and shall be subject to the grievance procedure and the exceptions herein set forth.

ARTICLE VII - TEACHER EMPLOYMENT

A. Teachers shall be given written notice of their contract and salary status not later than April 15th. The administration may alter the date in the event of unusual circumstances or emergencies and shall notify the Association and the individuals involved of the change promptly and in writing.

ARTICLE VIII - TRANSFERS AND REASSIGNMENT

- A. Teachers shall be given written notice of their tentative class and subject assignments, building assignments, and work assignments for the forthcoming year as soon as it is reasonably practicable and not later than June 30th. The administration may change such assignments in the event of unforeseen circumstances or emergencies and shall notify the teacher affected by such changes promptly and in writing.
- B. A copy of the teacher vacancy listing, noting official openings, shall be given to the Association building representatives at those times as such listings are forwarded to the college placement offices.

C. Teachers who desire a change in grade and/or assignment may file a written statement of such desire with the principal prior to April 1st of the academic year preceding the academic year for which the change is desired. A new request must be submitted in writing each year if the request is not granted on the initial application.

ARTICLE IX - TEACHER EVALUATION

A. Non-tenure teachers will be evaluated at least two (2) times during each year, and tenure teachers will be evaluated at least one (1) time during each year by their principals. A written report shall be completed and signed by the principal and, if in agreement, by the teacher. A copy of the report shall be given to the teacher. A teacher may submit his own evaluation if he does not agree with the principal's evaluation. Both evaluations are to be placed in the teacher's personnel file. A teacher may also confer with the Superintendent regarding his evaluation.

B. An annual evaluation report of non-tenure teachers, when submitted by the principal to the Superintendent, shall be partially in narrative form and shall include, but not be limited to, the following:

1. The weaknesses of the teacher, the strengths of the teacher, and suggestions as to what measures the teacher might or should take to improve his performance where weaknesses have been indicated.

2. The first observation of a non-tenure teacher should be completed prior to December 15th unless circumstances warrant a postponement and the second should be completed by March 31st. A copy of the reports shall be given to the teacher.

C. A teacher shall have the right to see his classroom evaluation reports and shall have the right to a copy of any classroom evaluation report if he requests a copy.

ARTICLE X - PROFESSIONAL STUDY COMMITTEE

A. The Superintendent of Schools shall meet with a study committee, for advisory purposes, of four representatives of the Pine Hill Education Association, selected by the Association, normally on a monthly basis, to discuss matters of educational policy and development. Such discussions may include, but not be limited to, curriculum changes, discipline procedures, non-teaching duty assignments, utilization of classroom space, and class size.

ARTICLE XI - SCHOOL CALENDAR

A. The Association shall appoint a committee to study and make recommendations to the Superintendent covering the 1969-71 school calendar. The suggestions of the committee shall be given serious consideration before the adoption of the calendar by the Board.

ARTICLE XII - SALARIES

- A. Teachers' salaries for the 1969-70 school year will be paid in accordance with Schedule A.
- B. Teachers employed on a ten (10) month basis shall receive their pay in twenty (20) equal semi-monthly payments.
- C. Teachers shall receive their final checks on the last working day in June provided assigned duties are completed.
- D. Effective September 1, 1969, the Board will pay the carrier selected by the Board per enrolled teacher up to 100% of the coverage plan selected for insurance protection for the 1969-70 twelve-month year. These funds may not be used in any other way than procurement of said insurance protection. Employees on authorized leave may have their insurance continued by the Board by payment to the Board of the cost of the premium prior to the due date.
- E. Other authorized payroll deductions
 - 1. Deductions from salary may be made for any of the following reasons:
 - (a) Contributions to the United Fund, if authorized by employee
 - (b) Savings bonds, if authorized by employee
 - (c) The annual dues for the Pine Hill Education Association, Camden County Education Association, New Jersey Education Association, or the National Education

Association, or any one or any combination of the above as said teachers individually and voluntarily authorize the Board to deduct.

(d) The Washington National Insurance Company

ARTICLE XIII - LEAVES OF ABSENCE

Personal business days, not to exceed four (4) per year, may be permitted. Teachers planning to be absent under this Article shall notify the principal a reasonable time in advance. "Personal business" absences normally will not be allowed for either the last day prior to or the first day after a school holiday or holiday period or if the combined requests for a given day exceed ten (10) percent of the total teaching staff.

ARTICLE XIV - EXTENDED LEAVES OF ABSENCE

- A. A leave of absence may be considered for one (1) full-time tenure teacher, without pay, for up to one (1) year to teach in an accredited college or university after five (5) consecutive years of teaching in the Pine Hill Public Schools.
- B. The Board agrees that one teacher, designated by the Association, shall, upon request, be granted a leave of absence, without pay, for one year for the purpose of engaging in the legal activities of the Association or its affiliates.

- C. A leave of absence, without pay, may be considered for one (1) full-time, tenure teacher for up to one (1) year to serve as an exchange teacher or overseas teacher as a full-time participant in either of these programs.
- D. Applicants for extended leave shall submit a written application. The application shall be filed with the building principal no later than March 1st of the year preceding the school year for which the leave would be effective.
- E. Military leave without pay shall be granted to any teacher who is inducted into any branch of the Armed Forces of the United States for the period of said induction.
- F. Teachers on extended leave or military leave shall retain sick leave benefits and salary schedule status and shall be assured their original positions or vacant positions within the area of their interests, abilities, and training following completion of leave, provided they satisfy the Superintendent of Schools of their intent to return prior to January 1st.

ARTICLE XV - PROFESSIONAL IMPROVEMENT

Advanced training

Teachers who earn graduate credits from an accredited institution will be given tuition money amounting to ten (10) dollars per credit hour up to a maximum of six (6) credit

hours. To qualify for reimbursement, the teacher must obtain prior written consent from the building principal. Work applying directly toward a graduate degree shall be approved, except that no more than fifty (50) percent of the teaching staff shall be authorized to receive payment in any one year. Payment will be made upon verification of completion of the course.

ARTICLE XVI - MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement shall be found to be contrary to law, that provision shall be considered void, but all other provisions shall continue to be in full force and effect.

- B. The Board and the Association agree that there shall be no discrimination against any teacher on the basis of race, creed, color, national origin, sex, or marital status.

- C. Copies of this Agreement shall be printed at the expense of the Board and presented to all teachers employed by the Board.

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1st, and shall continue in effect until midnight, June 30, 1970. This agreement shall not be extended by written or oral

agreement, and it is expressly understood that it shall expire on the date indicated.

B. In witness thereof, the parties hereto have caused this agreement to be signed by their duly authorized officers, all as of the day and year first above written.

ATTEST:

PINE HILL BOARD OF EDUCATION
PINE HILL, NEW JERSEY

Dorothea G. Wilson
Secretary

by

Richard A. Lundberg
President

ATTEST:

PINE HILL EDUCATION ASSOCIATION

Leonard C. Jazielski
Secretary

by

Barbara A. Johnson
President

SCHEDULE A

<u>STEP</u>	<u>YRS. OF EXP.</u>	<u>NON-DEGREE</u>	<u>BACHELOR'S DEGREE OR 128 CREDITS</u>	<u>BACHELOR'S DEGREE PLUS 30 GRADUATE CREDITS</u>	<u>MASTER'S DEGREE</u>	<u>MASTER'S DEGREE PLUS 30 GRADUATE CREDITS</u>
1	0	\$ 5800	\$ 6400	\$ 6700	\$ 7000	\$ 7600
2	1	6100	6700	7000	7300	7900
3	2	6400	7000	7300	7600	8200
4	3	6700	7300	7600	7900	8500
5	4	7000	7600	7900	8200	8800
6	5	7300	7900	8200	8500	9100
7	6	7600	8200	8500	8800	9400
8	7	7900	8500	8800	9100	9700
9	8	8200	8800	9100	9400	10000
10	9	8500	9100	9400	9700	10300
11	10	8800	9400	9700	10000	10600
12	11	9100	9700	10000	10300	10900
13	12	9400	10000	10300	10600	11200

After twenty years of creditable experience with the Pine Hill Board of Education, a certificated employee shall receive one \$100 longevity increment prorated each payroll period during the ensuing year of his employment. After twenty-five years of creditable experience with the Pine Hill Board of Education, a certificated employee shall receive a second \$100 longevity increment. After thirty years of creditable experience with the Pine Hill Board of Education, a certificated employee shall receive a third \$100 longevity increment, for a total of \$300, prorated each payroll period during the ensuing year of his employment. These increments shall remain constant and be in addition to the employee's base salary each subsequent year.

SCHEDULE B

SCHOOL NURSES

<u>STEP</u>	<u>YEARS OF EXPERIENCE</u>	<u>SALARY</u>
1	0	\$4900
2	1	5200
3	2	5500
4	3	5800
5	4	6100
6	5	6400
7	6	6700
8	7	7000
9	8	7300
10	9	7600
11	10	7900
12	11	8200
13	12	8500

The school nurse employed at the time of the signing of this contract shall be exempt from the provisions of Schedule B and her salary shall be based on the provisions of Schedule A.