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THIS BOOK DOES  
NOT CIRCULATE

**CONTRACT**

**THE AVON BOARD OF EDUCATION**

and

**THE AVON TEACHERS ASSOCIATION**

for the period

**September 1, 1970 through August 31, 1971**

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 1, (unless extended by mutual consent) of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and The Association, and be adopted by the Board and The Association.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

A grievance shall mean a complaint by employees or representatives of employees concerning the interpretation, application, or violation of this contract.

With respect to his grievances he shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal. He shall have the right to present his own appeal or to designate the representatives of the Avon Teachers' Association, or any other representative of his own choosing, to appear with him or for him at any step in his appeal after the informal meeting with the principal up to and including Step 3.

1. Any employee who has a grievance shall discuss it first with his principal (within five days of the occurrence of the incident) in an attempt to resolve the matter informally at that level.
2. If, as a result of this discussion, the matter is not resolved to the satisfaction of the employee within ten (10) or less school days, he may set forth his complaint in writing to the principal. This letter shall contain a request for a meeting with the principal within ten (10) school days after his receipt of the complaint. The employee may request representation at this meeting by any member of the Teachers' Association. Following this meeting the principal shall communicate his decision to the employee in writing within five (5) school days.
3. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request for review shall be submitted in writing through the principal who shall attach all related papers and forward the request to the Board of Education. The Board of Education shall before the next regular board meeting or within fifteen (15) days of receipt of request, review the grievance, hold a hearing with the employee(s) if requested, and render a decision as quickly as possible, but within a period not to exceed thirty (30) calendar days.

ARTICLE V

**Teaching Hours and Teaching Load**

- A. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupil's school day, and shall be permitted to leave thirty (30) minutes after the close of the pupil's school day, with the exception of days on which the normal schedule has been altered to accommodate testing, workshops, Parent-Teacher Conferences, curriculum or similar days.
- B. The daily teaching load in the elementary school shall not exceed five and one-half (5-½) hours of pupil contact.
- C. Teachers may leave the building without requesting permission during their scheduled duty-free lunch periods.
- D. Classroom teachers shall, if possible, in the judgment of the Administrative Principal, have one (1) daily preparation time in addition to their lunch period in which they shall not be assigned to any other duties.

ARTICLE VII

TEACHER EMPLOYMENT

- A. The Board agrees when possible to hire only fully certified teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment.
- B. All present teachers on tenure shall be placed on their proper steps of the salary schedule as of the beginning of the 1970-71 school year.
- C. The Board of Education may grant teachers with previous teaching experience in the Avon School District, upon returning to the system, credit on the salary schedule, for Board approved outside teaching experience, Peace Corps, VISTA or National Teaching Training Corps, work and time spent on a Fulbright Scholarship up to the maximum set forth in the Salary Guide.
- D. Teachers shall be notified in writing of their contract and salary status for the ensuing year no later than March 15th.

ARTICLE IX

**SICK LEAVE**

- A. As of September 1, 1970, all teachers employed shall be entitled to ten (10) sick leave days each school year in accordance with PL 18A, Sect. 30-2 and 30-3.
- B. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30th of each school year.

CHAPTER 30

LEAVES OF ABSENCE

ARTICLE 1. SICK LEAVE

- Sec. 18A:30-1. Definition of sick leave.
- 18A:30-2. Sick leave allowable.
- 18A:30-2.1 Payment of sick leave for service connected disability.
- 18A:30-3. Accumulated sick leave.
- 18A:30-3.1 Accumulated sick leave rights preserved.
- 18A:30-3.2 Credited with unused sick leave.
- 18A:30-3.3 Certificate issued showing unused sick leave.
- 18A:30-3.4 Accumulation of sick leave credited; use; accumulation; leave irrevocable.
- 18A:30-4. Physician's certificate required for sick leave.
- 18A:30-5. Commissioner to enforce chapter.
- 18A:30-6. Prolonged absence beyond sick leave period.

ARTICLE 2. ADDITIONAL SICK LEAVE OR OTHER LEAVES OF ABSENCE

- 18A:30-7. Power of boards of education to pay salaries.

ARTICLE 1. SICK LEAVE

18A:30-1. Definition of sick leave

Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

Historical Note

Source: C. 18:13-23.16 (L.1954, c. 188, § 3).

Library References

Schools and School Districts C.J.S. Schools and School Districts § 179.  
Words and Phrases (Perm. Ed.)

18A:30-2. Sick leave allowable

All persons holding any office, position, or employment in all local school districts, regional school districts or county vocational schools of the state who are steadily employed by the board of

education or who are protected by tenure in their office, position, or employment under the provisions of this or any other law, except persons in the classified service of the civil service under Title 11, Civil Service, of the Revised Statutes, shall be allowed sick leave with full pay for a minimum of 10 school days in any school year.

Historical Note

Source: C. 18:13-23.8 (L.1954, c. 188, § 1, amended L.1953, c. 58, § 1); C. 18:13-23.15 (L.1954, c. 188, § 8).

Library References

Schools and School Districts C.J.S. Schools and School Districts § 179.  
18A:30-2

18A:30-2.1 Payment of sick leave for service connected disability

Whenever any employee, entitled to sick leave under this chapter, is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, his employer shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability.

Historical Note

Source: C. 18:13-23.17 (L.1959, c. 175, amended L.1967, c. 168).

Library References

Schools and School Districts C.J.S. Schools and School Districts § 179.  
18A:30-3

18A:30-3. Accumulated sick leave

If any such person requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulated

## CONDUCT OF SCHOOLS **18A:30-3.3**

mulative to be used for additional sick leave as needed in subsequent years.

### Historical Note

Source: C. 18:13 23.8 (L.1951, c. 188, § 1, amended L.1956, c. 58, § 1).

### Library References

Schools and School Districts C.J.S. Schools and School Districts  
§ 179.  
⇒133.14.

## **18A:30-3.1** Accumulated sick leave rights preserved

The accumulative sick leave rights of the employees in any high school or junior high school or other school terminated by the creation of a regional district shall be recognized and preserved by the regional board of education whenever said former employees of the united districts shall be employed, or have been employed, by the regional board of education.

### Historical Note

Source: C. 18:8 25 (L.1960, c. 53).

### Library References

Schools and School Districts C.J.S. Schools and School Districts  
§ 179.  
⇒133.14.

## **18A:30-3.2** Credited with unused sick leave

Whenever a board of education employs any person who has an unused accumulation of sick leave days from another school district in New Jersey, the employing board may grant, not later than the end of the first year of employment, part or full credit therefor. The amount of any such credit shall be fixed by resolution of the board uniformly applicable to all employees and subject to the provisions of this chapter.

### Historical Note

Source: C. 18:13 23.18 (L.1961, c. 34, § 1, amended L.1967, c. 177).

### Library References

Schools and School Districts C.J.S. Schools and School Districts  
§ 179.  
⇒133.14.

## **18A:30-3.3** Certificate issued showing unused sick leave

Upon termination of employment of any employee from any school district, the board shall issue, at the request of the employee, a certificate stating such employee's unused accumulation

## **18A:30-3.3**

## EDUCATION

of sick leave days as of the date of such termination. Such certificate shall be filed with the new employer within one year of the date of such new employment.

### Historical Note

Source: C. 18:13 23.19 (L.1961, c. 34, § 2).

### Library References

Schools and School Districts C.J.S. Schools and School Districts  
§ 179.  
⇒133.14.

## **18A:30-3.4** Accumulation of sick leave credited; use; accumulation; leave irrevocable

The accumulation of sick leave days from another district, when granted in accordance with this chapter, shall be credited upon receipt of the certificate of the prior employer. The days of sick leave so credited may be used immediately or if not so used shall be accumulative for additional leave thereafter as may be needed. The number of such days when granted shall be irrevocable by the board of education of the district.

### Historical Note

Source: C. 18:13-23.20 (L.1961, c. 34, § 3).

### Library References

Schools and School Districts C.J.S. Schools and School Districts  
§ 179.  
⇒133.14.

## **18A:30-4.** Physician's certificate required for sick leave

In case of sick leave claimed, a board of education may require a physician's certificate to be filed with the secretary of the board of education in order to obtain sick leave.

### Historical Note

Source: C. 18:13-23.9 (L.1954, c. 188, § 2).

### Library References

Schools and School Districts C.J.S. Schools and School Districts  
§ 179.  
⇒133.14.

## **18A:30-5.** Commissioner to enforce chapter

The commissioner shall enforce the provisions of this chapter to the extent of withholding state school moneys from school districts violating any of the provisions of this chapter.

Historical Note

Source: C. 18:13-23.13 (L.1954, c. 188, § 6).

Library References

Schools and School Districts ⇄ C.J.S. Schools and School Districts §§ 15, 83, 179.

18A:30-6. Prolonged absence beyond sick leave period

When absence, under the circumstances described in section 18A:30-1 of this article, exceeds the annual sick leave and the accumulated sick leave, the board of education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the board of education in each individual case. A day's salary is defined as 1/200 of the annual salary.

Historical Note

Source: C. 18:13-23.11 (L.1954, c. 188, § 4).

Library References

Schools and School Districts ⇄ C.J.S. Schools and School Districts §§ 118, 149, 150, 179, 224-227.

ARTICLE 2. ADDITIONAL SICK LEAVE OR OTHER LEAVES OF ABSENCE

18A:30-7. Power of boards of education to pay salaries

Nothing in this chapter shall affect the right of the board of education to fix either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave, or to grant sick leave over and above the minimum sick leave as defined in this chapter or allowing days to accumulate over and above those provided for in section 18A:30-2, except that no person shall be allowed to increase his total accumulation by more than 15 days in any one year.

Historical Note

Source: C. 18:13-23.12 (L.1954, c. 188, § 5, amended L.1956, c. 58, § 2; L.1958, c. 150).

Library References

Schools and School Districts ⇄ C.J.S. Schools and School Districts §§ 179, 228.

ARTICLE X

TEMPORARY LEAVE OF ABSENCE

- A. As of the beginning of the 1970-71 school year, teachers shall be entitled to the following temporary, non-accumulative leave of absence with full pay:
1. Up to six (6) successive calendar days at any one time in the event of death of a teacher's spouse, child, parent, brother, sister, or any other member of the family unit living in the same household.
  2. Two (2) days leave of absence for personal, legal business, household or family matters which require absence during school hours. Application to the Principal for personal leave shall be made at least three (3) days before taking such leave except in emergency. The Principal may require a change of date if granting of such leave would result in more than two classroom teachers being absent on the requested date.
  3. Teachers shall be provided opportunities to visit other schools and to attend meetings or conferences of an educational nature for the development of increased competence beyond that which they may attain through the performance of their assigned duties.
- B. The following and other temporary, non-accumulative leaves of absence with full pay may be granted by the Board for good reason:
1. Up to six (6) successive calendar days at any one time in the event of serious illness of a teacher's spouse, child, parent, brother, sister, or any other member of the family unit living in the same household.
  2. One (1) day in the event of death of a teacher's friend or relative outside the teacher's immediate family as defined in Paragraph A above.
  3. In the event of the death of a teacher, staff member, or a student of the Avon School District, the Principal may grant to an appropriate number of teachers sufficient time off to attend the funeral.
- C. Leaves taken pursuant to Sections A and B above shall not be considered as sick leave and the time shall not be deducted from the teacher's accrued sick leave.

ARTICLE XI

**EXTENDED LEAVES OF ABSENCE**

- A. The following and other leaves of absence without pay may be granted by the Board for good reason.
- B. A leave of absence without pay of up to two (2) years may be granted to any tenure teacher who joins the Peace Corps, VISTA, National Teacher Corps, Project Hope or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs.
- C. **Maternity Leave**
  - 1. A teacher shall notify the superintendent of her pregnancy as soon as it is medically confirmed. Said teacher shall be placed on maternity leave without pay commencing five (5) months prior to the anticipated date of birth and terminating not earlier than a year from the following September unless otherwise specified by the Board. In the event of stillbirth or death of the child, the teacher, at the option of the Board may return to her position when physically able to perform her duties. Upon the recommendation of the superintendent and the approval of the Board, a teacher may leave at a later date or return at an earlier date than provided herewith.
  - 2. Any female teacher adopting an infant child shall 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.
  - 3. As maternity leave or leave for adoption of a child is not applicable to non-tenure teachers, "termination of contract" shall be substituted for "maternity leave" whenever this policy is applied to a teacher not under tenure.
- D. A leave of absence without pay of up to one (1) year may be granted to tenure teachers for reasons of personal or family health. Additional leave may be granted at the discretion of the Board.
- E. In computing service to determine the employee's position on the salary schedule at expiration of leave, time spent on leave shall not be counted as active service in this school district.
- F. A person on leave of absence may return upon the expiration of the leave when there is a position available for which he is qualified. Application to return from a leave of absence should be filed with the principal not later than the fifteenth (15) of March preceding the September in which he wishes to return.
- G. All extensions or renewals of leaves shall be applied for and granted in writing

ARTICLE XIII

**PROFESSIONAL DEVELOPMENT**

**and**

**EDUCATIONAL IMPROVEMENT**

**A. The Board agrees:**

1. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a teacher is required and/or requested by the administration to take. To pay the reasonable expenses (including fees, meals, lodging and/or transportation) incurred by teachers who attend such sessions.
2. To reimburse the partial cost of tuition for courses taken by any teacher for credit in an approved college course, at a rate of \$25.00 per credit, with a minimum of \$50.00 (2 credits) and a maximum of \$100.00 per year for each teacher providing that:
  - a. Prior approval for each such course has been given by the Administrative Principal;
  - b. A minimum of two credits is taken within the school year;
  - c. Reimbursement shall be given after receipt of official notification of successful completion of the course(s).
3. To cooperate with the Association in arranging in-service courses, workshops, conference, and programs designed to improve the quality of instruction.

ARTICLE XIV

INSURANCE PROTECTION

- A. The Board shall pay the single contract cost of Hospitalization and Medical-Surgical coverage, including so-called Rider "J" endorsements, as written by the Hospitalization Service Plan of New Jersey, and the single contract major medical insurance as provided under the State Health Benefits Program or other comparable program for all teachers beginning with the 1970-71 school year.
- B. Teachers shall not be required to drive students to activities which take place away from the school building.

ARTICLE XV

**DEDUCTION FROM SALARY**

- A. 1. The Board agrees to deduct from the salaries of its teachers dues for the Avon Teachers' Association, the Monmouth County 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. 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 Avon Teachers 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.
- 2. 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 the salaries of its teachers any amounts specified by the teacher to be forwarded to the teacher's account with the Mon-OC Teachers Federal Credit Union.

## CHAPTER 43, LAWS OF 1969

(Assembly Bill No. 764, Approved May 14, 1969)

AN ACT to amend "An act to provide for payroll deductions from the compensation of State, county and municipal employees for employee organization dues and supplementing Title 52 of the Revised Statutes," approved February 27, 1968 (P. L. 1967, c. 310).

BE IT ENACTED by the Senate and General Assembly of the State of New Jersey:

1. Section 1 of P. L. 1967, chapter 310 (C.52:14-15.9e) is amended to read as follows:

1. Whenever any person holding employment, whose compensation is paid by this State or by any county, municipality, board of education or authority in this State, or by any board, body, agency or commission thereof shall indicate in writing to the proper disbursing officer his desire to have any deductions made from his compensation, for the purpose of paying the employee's dues to a bona fide employee organization, designated by the employee in such request, and of which said employee is a member, such disbursing officer shall make such deduction from the compensation of such person and such disbursing officer shall transmit the sum so deducted to the employee organization designated by the employee in such request.

Any such written authorization may be withdrawn by such person holding employment at any time by the filing of notice of such withdrawal with the above-mentioned disbursing officer. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1 next succeeding the date on which notice of withdrawal is filed.

2. This act shall take effect immediately.

ARTICLE XVI

**MISCELLANEOUS PROVISIONS**

- A. Copies of this agreement shall be printed and expenses shared by the ATA and the Board, after Agreement with the Association on format within thirty (30) days after the Agreement is signed. Copies of the Agreement shall be presented to all teachers now employed or hereafter employed.
- B. Evening conferences shall be set aside for the convenience of parents who are unable to attend the day sessions. These terms must be mutually agreeable to parents, teachers and principal.

ARTICLE XVII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of September 1, 1970, and shall continue in effect until August 31, 1971, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- B. 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.

Avon Teachers ASSOCIATION Avon BOARD OF EDUCATION

BY Ethel S. Dundas

BY John P. Mackay

BY \_\_\_\_\_

BY \_\_\_\_\_

*State of New Jersey  
County of Essex  
Dated 3/2/70*

*Henry M. Hunter  
Notary Public  
Comm. Exp. 1971*

APPENDIX A

AVON PUBLIC SCHOOL

1970-71 SALARY GUIDE

Effective September 1, 1970

<u>STEPS</u>	<u>(1) BACH</u>	<u>(2) BACH +15</u>	<u>(3) MASTERS</u>	<u>(4) MASTERS IN FIELD</u>	<u>INCREMENTS</u>
1	7100	7300	7600	7900	
2	7400	7600	7900	8200	300
3	7700	7900	8200	8500	300
4	8000	8200	8500	8800	300
5	8300	8500	8800	9100	300
6	8650	8850	9150	9450	350
7	9000	9200	9500	9800	350
8	9350	9550	9850	10150	350
9	9700	9900	10200	10500	350
10*	10050	10250	10550	10850	350
11	10400	10600	10900	11200	350
12	10750	10950	11250	11550	350
13	11100	11300	11600	11900	350

\*Plus \$300.00 additional for all teachers who have completed 10 years or more of teaching service in Avon.