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THIS AGREEMENT made and entered into on this fourteenth day of March, 1969, by and between the

BOARD OF EDUCATION OF THE TOWNSHIP OF PEQUANNOCK, NEW JERSEY, hereinafter referred to as the "Board",

and

PEQUANNOCK TOWNSHIP EDUCATION ASSOCIATION, INCORPORATED, hereinafter referred to as the "Association".

THIS BOOK DO NOT CIRCULATE

ARTICLE I

RECOGNITION STATEMENT

Pursuant to Chapter 303, Laws of the State of New Jersey, known as the Employer- Employee Relations Act of 1968, the Board hereby recognizes the Pequannock Township Education Association as the majority representative with all the exclusive rights granted by the laws of the State of New Jersey, for purposes of collective negotiations concerning the terms and conditions of employment for all certificated personnel under full-time contract with the Board, including

Teachers	Nurses
Librarians	Special Services
Guidance Personnel	Coordinators
Department Chairmen	

but excluding the Superintendent  
Assistant Superintendent  
Principals  
Vice Principals  
Director of Guidance

ARTICLE II

GRIEVANCE PROCEDURE

I. Declaration of Purpose

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal.

1969-70

## II. Definition

A "Grievance" shall mean an appeal by a member of the negotiating unit as defined in Article I, concerning the application, interpretation or violation of policies, this agreement, or administrative decisions affecting him.

## III. Procedure

1. In all stages of the procedure, employees affected by this agreement may:
  - a. Act on their own behalf;
  - b. Be represented by an individual of their own choice.
  - c. Be represented by a representative designated by the majority representative organization.
2. In the first instance, an employee's grievance shall be submitted to his immediate supervisor (as defined under Line of Authority in Article I of the Board of Education's Policy Manual). Every reasonable effort shall be made to reach a mutually satisfactory solution at this level.
3.
  - a. If a satisfactory decision is not reached with the immediate superior, the employee, may, after notifying the superior, carry an appeal to the person next higher in administrative responsibility.
  - b. All appeals shall be in writing, and shall be accompanied by a written report from the person or persons with whom the grievance was first discussed.
  - c. An employee shall be assured freedom from prejudicial action during and after the presentation of his appeal.
4.
  - a. If the grievance is not satisfactorily resolved by the respective superiors to whom the appeal is made, it shall, upon the employee's request, be referred to the Superintendent of Schools. He shall receive a full written record, consisting of the employee's appeal or appeals, and reports from all superiors

- with whom the grievance has been discussed.
- b. The Superintendent of Schools shall, after review of the record, and after any appropriate meetings with the parties involved, promptly render a written decision, copies of which shall be given to the party or parties concerned.
5. Should the Superintendent's decision be unacceptable to the party or parties concerned, they may petition the Superintendent to request an interview with the Board of Education. The Superintendent shall present the request, with all necessary documentation, to the Board in his next written monthly report, (or, if appropriate, in a special report).
  6.
    - a. The Board shall meet with all parties concerned to discuss the grievance. This discussion shall be held, as appropriate to the individual case, in executive session, at the next regular meeting, or at a special meeting.
    - b. If the Board of Education and employee or his representatives are unable to reach agreement, the Board may, if it decides that the scope of the grievance warrants it, seek independent advice. All information hitherto gathered shall be made available to the advisors so obtained.
  7. The decision of the Board of Education shall be made as promptly thereafter as practicable, will be in writing, and copies thereof delivered through the Superintendent of Schools to all parties concerned.

ARTICLE III

TEACHERS' SALARY GUIDE PROVISIONS

I. Definition of Levels of Preparation

LEVEL A: Bachelor's Degree; or

For those with less than 4 years' preparation,  
5 years' experience is preferable.

LEVEL B: Bachelor's Degree + 32 graduate credits.

LEVEL C: Master's Degree + 32 graduate credits.

II. Salary Guide

There is hereby established for the School Year 1969-70 the following which shall be known as the Teachers' Salary Guide, Pequannock Township Board of Education 1969-70.

<u>STEP</u>	<u>LEVEL A</u>	<u>LEVEL B</u>	<u>LEVEL C</u>
1	\$ 6,800	\$	\$
2	7,000		
3	7,250		
4	7,500	8,000	8,600
5	7,800	8,300	8,950
6	8,100	8,600	9,300
7	8,400	8,900	9,650
8	8,700	9,200	10,050
9	9,000	9,500	10,450
10	9,350	9,850	10,850
11	9,700	10,200	11,250
12	10,050	10,600	11,650
13	10,400	11,000	12,050
14	10,750	11,400	12,450
15	11,100	11,800	12,900

III. Increments

Increments as indicated on the Salary Guide are not automatic or granted for years of service. Increments will be granted subject to the following provisions:

- a. No increment shall be granted without a record of satisfactory service as approved by the Superintendent of Schools.
- b. In order to continue on the Salary Guide, each teacher will be required to participate in "In-service Workshops". The total time of these workshops shall not exceed 10 hours per school year.

IV. New Teachers

- a. Teachers engaged to begin employment after June 30, 1969 shall be required to meet the following Definition of Levels of Preparation:

LEVEL A: Same as Level A described in item I above.

LEVEL B: Bachelor's Degree plus 32 graduate credits in field covered by certificate in use; or Master's Degree in field covered by certificate in use.

LEVEL C: Master's Degree plus 32 graduate credits in field covered by certificate in use.

- b. In general, new teachers appointed to fill vacancies will be placed on the Salary Guide where their qualifications warrant their being placed. However, the Superintendent will evaluate the candidate's qualifications and determine his proper place on the Guide.

V. Military Service Credit

Teachers having served in the active military services of the United States after July 1, 1940, shall be advanced one step beyond their chronological place on the Guide for each year of service, but not more than 4 years' service shall be credited.

VI. Service Increment

- a. All teachers starting their 21st year in this system shall receive a \$500 increase in salary above their

then-attained "step" and "level", and

- b. All teachers starting their 31st year in this system shall receive a second such \$500 increase.

#### ARTICLE IV

##### TEMPORARY LEAVE OF ABSENCE

- A. As of the beginning of the 1969-1970 school year, teachers shall be entitled to non-accumulative leave of absence with full pay for the following reasons up to a maximum aggregate of five (5) days in any contract year:
  1. Marriage of employee or a member of immediate family.
  2. Graduation exercises of the employee, his/her husband/wife or children.
  3. Required appearance in court.
  4. Past practices of the Board of Education relative to requests for leave time concerning religious holidays and ceremonies will remain unchanged.
  5. As may be required to meet the beginning or ending dates of Institutes approved by the Board of Education.
  6. Attendance of Association representatives at conferences and conventions of state and national organizations.  
(The combined total for all Association representatives shall not exceed three (3) man days).
  7. Teachers shall be granted not more than 1 day of the 5 days herein provided for temporary leave without specifying the reason if they deem it to be of a personal nature. If, on any one day, requests for a temporary leave day of a personal nature exceed ten (10) percent in a building, or in the case of buildings in which there are fewer than twenty teachers these requests exceed two (2) teachers, The Superintendent may deny or postpone requests beyond the above limitations.

8. Teachers shall be granted not more than 3 days of the 5 days herein provided for serious illness of husband, wife, children, father and mother or any other relative residing in the same household.
9. All leaves of absence referred to in Section "A" above are to be approved by the Superintendent of Schools and are subject to the following conditions:
  - (a) At least twenty-four (24) hours notice shall be given in writing in requesting a personal day through the building principal to the Superintendent of Schools. Lacking such notice, the absence will be considered unauthorized and teacher's pay will be deducted at a daily rate of 1/200 of the annual salary. The Superintendent of Schools may waive such salary deduction in cases of extreme emergency.
  - (b) Personal days shall not be granted the day immediately preceding or following a holiday or vacation or during the final week of the school session, except for court appearances.
  - (c) The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any requests for the above days.
- B. In addition to the five (5) days provided in Article 4 paragraph "A" teachers shall be granted up to 3 days leave of absence with full pay for death in the immediate family (husband, wife, children, and other members of the same home; father, and mother; brothers and sisters; grandfather and grandmother; father-in-law and mother-in-law.)
- C. A regularly appointed teacher who is required to undergo military field training or to attend service school for a

period of two (2) weeks or less during any school year shall be granted leave of absence with pay.

Whenever such military field training or attendance at service schools requires that the teacher remain for a longer period than the prescribed two (2) weeks, the teacher shall receive the difference between his pay and his total military pay for the total period of absence, provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should any military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave without pay for each additional period shall be granted.

- D. Temporary leaves of absence shall be in addition to any sick leave to which the teacher is entitled.

#### ARTICLE V

#### EXTENDED LEAVES 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. A tenure teacher shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Said teacher may request a maternity leave without pay and said leave shall be granted. The leave shall become effective four (4) months prior to the anticipated date of birth of the child and shall terminate six (6) months after the birth of the child. Return from maternity leave shall occur at the beginning of the school year where possible. A return from maternity leave during the school year will require the recommendation of the Superintendent of Schools.
- C. Any female tenure 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. No teacher on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Pequannock Township School District in the area of her certification or competence, provided she shall have the recommendation of the Superintendent of Schools.

D. Other leave of absence without pay may be granted by the Board of Education upon the recommendation of the Superintendent of Schools.

E. Upon return from leave granted pursuant to Section A. of this Article, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. A teacher shall not receive increment credit for time spent on a leave granted pursuant to Section B, C or D of this Article.

#### ARTICLE VI

#### SICK LEAVE

Teachers shall be entitled to sick leave with pay in accordance with the laws of the State of New Jersey then and there in full force and effect.

#### ARTICLE VII

#### MISCELLANEOUS PROVISIONS

If any provision of this Agreement or any application of this agreement to any employee or group of employees 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.

The Board of Education and the Association agree that during the course of this contract they will study the areas of class size and sabbatical leave.

The Association recognizes that the Board may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.

It is understood by all parties that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall 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 executed this Agreement. 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.

Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at Administration Building, 6 Center Street, Pompton Plains, New Jersey.
2. If by Board, to Association at the school address of the Association President.

ARTICLE VIII

OFFICIAL FORMS

1. It is further agreed between the parties hereto that for the purpose of establishing official relationships between the Board and the Association the following forms be and the same are hereby adopted as the Official Forms for that purpose and for the purpose of authorizing deductions from salary as provided by the Statute in such case made and provided.

FORM # 1

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its teachers dues for the Pequannock Township Education Association, the Morris 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 Pequannock Township 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. Teacher authorizations shall be in writing in the form set forth below:

FORM # 2

AUTHORIZATION  
TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

School Building \_\_\_\_\_ District \_\_\_\_\_

To: Disbursing Officer, Pequannock Township Board  
of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that

current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefor.

I designate the Pequannock Township Education Association to receive dues and distribute according to the organization (s) indicated:

Pequannock Township Education Association  
Morris County Education Association  
New Jersey Education Association  
National Education Association.

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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.

3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of a teacher's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

#### ARTICLE IX

#### STRIKES, SLOWDOWNS, STOPPAGES

1. It is agreed that the Association and/or its member-employees shall not call or engage in a strike, or threats thereof, or participate in any cessation of work, slowdown, work stoppage or interference of any kind with normal Board operations, providing that no reprisal or coercion shall take place regarding any members of the Pequannock Township Education Association negotiations team as a result of contract negotiations, and that no similar actions shall affect any Pequannock Township Education Association members during the duration of this contract.

2. The Association shall not be liable for any strike,

cessation of work, slowdown, work stoppage, or interference of any kind with normal Board operations unless the Association has officially authorized such strike, cessation of work, slowdown, work stoppage or interference of any kind with normal Board operations or participated in same.

3. All of the aforementioned agreements on no-strike, no-reprisals shall be predicated on good-faith bargaining conducted by both parties.

ARTICLE X

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1969 and shall continue in effect until June 30, 1970, subject to the Association's right to negotiate over a successor Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of the Agreement, and unless such extensions are agreed upon this contract shall expire on the date indicated herein.

The Board and the Association agree to begin negotiations over a successor Agreement no later than October 15, 1969.

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.

PEQUANNOCK TOWNSHIP  
EDUCATION ASSOCIATION

By Josephine Lippie (Mrs. Robert Lippie)  
Its President

By Francis P. Kuban (Mrs. Robert)  
Its Secretary

PEQUANNOCK TOWNSHIP  
BOARD OF EDUCATION

By James Johnson  
Its President

By Edie O. P. [Signature]  
Its Secretary

PEQUANNOCK TOWNSHIP  
EDUCATION ASSOCIATION  
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