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NOT CIRCULATE

A G R E E M E N T
PINE HILL BOARD OF EDUCATION
AND
PINE HILL EDUCATION ASSOCIATION
1971-1972



AGREEMENT STATEMENT

This Agreement entered into this first day of July, 1971, 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 fifteen (15) copies of 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 policy.

2. A grievance to be considered under this procedure must be initiated by the grievant (the employee of the Association) within ten (10) working 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 or department head, if applicable) in an attempt to resolve the matter informally at that level.

3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he shall set forth his grievance in writing to the principal specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss, or inconvenience; and (c) the administrative and/or Board policies, or provision(s) of the agreement alleged to be violated. The principal shall communicate his decision in writing to the employee grievant, and the President of the Pine Hill Education Association.

4. The employee grievant, no later than five (5) school days after receipt of the decision of his principal or other immediate superior, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying his dissatisfaction with the decision 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 President of the Pine Hill Education Association and to the principal or other immediate superior.

5. If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) 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.

6. 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 non-tenure 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 ten (10) days after receipt of the appeal notice.

7. 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 ten (10) school days of receipt of the Board's decision.

8. (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 at any step in the formal stages of the grievance procedure by himself, or, at his option, by the Association or 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 the Association's 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.

(d) Further, no reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

9. If, in the judgment of the Association, a grievance affects a group or class of teachers, the Association shall discuss it first with the Superintendent in an attempt to resolve the matter informally at that level. If the matter is not resolved, the Association may submit such grievance directly in writing to the Superintendent.

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 IV - ASSOCIATION RIGHTS AND PRIVILEGES

A. 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 organ-

izational 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 forty (40) hours 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 their initials in the appropriate column on the faculty sign-in and sign-out roster.
- C. Teachers shall not be required to collect monies from students. Except in the case of emergency, milk money shall not be collected.
- D. All teachers shall be given a duty-free lunch period of at least fifty (50) minutes except in emergency situations.
- E. Beginning September, 1970, teachers who sponsor the Safety Patrol shall be compensated at one hundred dollars (\$100) per year.
- F. The attendance registers shall be kept centrally and the posting of the daily absences from the teachers' daily reports to the office record shall not be the responsibility of the individual teacher.

G. Teachers shall not be required to supervise lunchrooms, distribute milk (except in the case of Kindergarten teachers.)

ARTICLE VI - 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.

B. The Board agrees to hire fully certificated teachers holding certificates issued by the New Jersey State Board of Examiners for every teaching assignment if such qualified individuals are available.

C. Credit up to the thirteenth (13th) step of any salary level on the Teacher Salary Schedule shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Additional credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service Law, and credit not to exceed two (2) years total for Peace Corps, VISTA, or National Teacher Corps work and/or time spent on a Fulbright Scholarship shall be given upon initial employment.

D. Previously accumulated unused sick days will be restored to all teachers who return to the Pine Hill System.

E. 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 affected by such changes promptly and in writing.

ARTICLE VII - TRANSFERS AND ASSIGNMENTS

A. Teachers shall be given written notice of their tentative class and subject assignments, building assignments, room 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 change promptly and in writing.

B. A copy of the teacher vacancy listing, noting official openings, and specifying grade level assignments shall be posted in each building in the district at the same time college placement offices are notified.

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 VIII - LEAVE OF ABSENCE

A. As of September 1, 1971, all teachers employed shall be entitled to ten (10) days of sick leave per year. Unused sick leave shall be accumulated from year to year with no maximum limit.

B. Teachers shall receive a written accounting of accumulated sick leave days no later than September 30 of each school year.

C. 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 unless approved by the Superintendent, or if the combined requests for a given day exceed ten (10) percent of the total teaching staff.

ARTICLE IX - 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.

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 X - PROFESSIONAL IMPROVEMENT

Advanced training.

Teachers who earn graduate credits from an accredited institution will be given tuition money up to a maximum of \$200.00 per year. 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. Payment will be made upon verification of completion of the course.

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 reproduced at the expense of the Board and presented to all teachers employed by the Board.

D. Travel payment - A rate of ten (10) cents per mile will be paid to teachers who are required to use their personal automobiles for authorized travel.

E. The Board of Education will not attempt to control the activities of teachers more than fifteen (15) minutes before the commencement of the school day or more than fifteen (15) minutes after the close of the school day. The fifteen (15) minute period before the commencement of the school day shall be utilized for the preparation of the classroom and lessons or related educational activities including, for example, the use of the library and the mimeograph room. It is the intent of this paragraph that this is not be considered free personal time.

F. The Board shall provide within a two year period each teacher with a file cabinet for storing teaching materials.

ARTICLE XII - SALARIES

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

B. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

C. Teachers may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher or his estate on the final pay day in June.

D. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.

E. Teachers shall receive their final checks and the pay schedule for the following year on the last working day in June, providing all duties are completed.

ARTICLE XIII - INSURANCE

Effective September 1, 1971, the Board will pay the carrier selected by the Board per enrolled employee and family up to 100% of the coverage plan selected for insurance protection for the 1971-72 twelve-month period which is to include Blue Cross, Blue Shield Rider J, and Major Medical insurance. 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.

ARTICLE XIV - DEDUCTION FROM SALARIES

A. The Board agrees to deduct from the salaries of its teachers all deductions required by law as well as and including the following:

1. Contributions to the United Fund, if authorized by employee.
2. Savings Bonds, if authorized by employee.
3. 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.
4. The Washington National Insurance Company.

ARTICLE XV - DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1971 and shall continue in effect until midnight, June 30, 1972. 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 Sullivan
Secretary
May 27, 1971

by Joseph Beecey, Sr.
President

ATTEST:

PINE HILL EDUCATION ASSOCIATION

Dorothy Berkey
Secretary

by Leonard C. Jagielski
President

RECEIVED
JUN 4 1971
N.J.P.E.R.C.

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	\$6700	\$7,300	\$7,600	\$7,900	\$8,500
2	1	7000	7,600	7,900	8,200	8,800
3	2	7300	7,900	8,200	8,500	9,100
4	3	7625	8,225	8,525	8,825	9,425
5	4	7950	8,550	8,850	9,150	9,750
6	5	8275	8,875	9,175	9,475	10,075
7	6	8625	9,225	9,525	9,825	10,425
8	7	8975	9,575	9,875	10,175	10,775
9	8	9325	9,925	10,225	10,525	11,125
10	9	9700	10,300	10,600	10,900	11,500
11	10	10,075	10,675	10,975	11,275	11,875
12	11	10,450	11,050	11,350	11,550	12,250
13	12	10,850	11,450	11,750	12,050	12,650

SCHEDULE B

SCHOOL NURSES

<u>STEP</u>	<u>YEARS OF EXPERIENCE</u>	<u>SALARY</u>
1	0	\$5,800
2	1	6,100
3	2	6,400
4	3	6,725
5	4	7,050
6	5	7,375
7	6	7,725
8	7	8,095
9	8	8,425
10	9	8,800
11	10	9,175
12	11	9,550
13	12	9,900

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.