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THIS BOOK DOES
NOT CIRCULATE

PREAMBLE

This Agreement entered into this 3rd day of February 1970,
by and between the Board of Education of Pleasantville the City of
Pleasantville, New Jersey, hereinafter called the "Board", and the
Pleasantville Education Association, hereinafter called the "Association",

WHEREAS, the Board has an obligation, pursuant to Chapter 303,
Public Laws of 1968 to negotiate with the Association as the representative
of employees hereinafter designated with respect to the terms and conditions
of employment, and

WHEREAS, the parties have reached certain understandings which
they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby
agreed as follows:

1970-71

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for the following unit of full-time certificated personnel under contract, on leave, or employed during the duration of this agreement to the Pleasantville Board of Education, including:

Teachers

Social Workers

Librarians

Nurses

but excluding:

Superintendent of Schools

Asst. Superintendent of Schools

Business Manager/Secretary of the Board

Guidance Counselors

Principals

Assistant Principals

Director of Student Personnel Services

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 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 15 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced in writing, be signed by the Board and the Association, and be adopted by the Board.
- B. During negotiation, The Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
- D. 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.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.
- F. This Agreement incorporates the entire understanding of the parties on 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.

ARTICLE IXX

GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or a group of teachers.
2. A grievance to be considered under this procedure must be initiated in writing within twenty-one (21) 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 to 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 any 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.

Level 1

2. Any employee grievant who has a grievance shall discuss it first with his principal in an attempt to resolve the matter informally at that level, who shall give his decision within five (5) school days.

Level 2

3. The employee grievant, no later than five (5) school days after receipt of the decision of his principal 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 results of

previous discussion; (c) 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.

Level 3

4. If the grievance is not resolved to the grievant's satisfaction, he no later than ten (10) 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. 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 twenty (20) calendar days of receipt of the appeal or if a hearing is granted, within (20) calendar days of the date of the hearing. The referred to hearing, if granted, shall be held within a reasonable expeditious time after receipt of the appeal notice.

Level 4

5. 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, and 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. However, the Board's decision shall be final and binding on the grievance concerning:

(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 an certificated personnel occasioned by appointment to or lack of appointment to, lack of retention in, any position for which tenure either is not possible or not required.

(d) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board.

6. (a) The following procedure shall be used to secure the services of an arbitrator:

(1) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list they may 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 arbitrator shall have only the power to interpret what the parties to the agreement intended by the specific clause in the agreement which is at issue. His recommendations on such an interpretation shall be binding.

As to all other grievances concerning administrative decisions, the rulings of the arbitrator shall be advisory only.

(c) Rights of Teachers to Representation

(1) Any aggrieved person may be represented at all 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 at any later level, be notified by the Superintendent that the grievance is in existence and shall be notified of the result.

7. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
8. All meeting and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.
9. No reprisals of any kind shall be taken by either party against any party in interest, any building representative, or any other participant in the grievance procedure by reason of such participation.

ARTICLE IV

SICK LEAVE

- A. 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 whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit
- B. Unused sick leave credit of up to twenty (20) days shall be granted by the Board to all teachers entering the Pleasantville School System from any other school district in New Jersey.

ARTICLE V

TEMPORARY LEAVES OF ABSENCE

A. Teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

1. Leave without loss of pay not to exceed a total of five (5) days per year may be granted by the Superintendent of Schools for the following reasons:

Illness in the immediate family;

Death in the immediate family;

*Marriage in the immediate family;

*Required appearance in a court of law;

*Religious holidays; and

Quarantine.

*Requires written request to be submitted to the Superintendent of Schools one (1) week prior to leave. (Immediate family shall be interpreted as: Husband, Wife, Child, Sister, Brother, Father, Mother, or any other member of the family unit living in the same household, no matter what degree of relationship.)

2. Leave without loss of pay not to exceed a total of three (3) days per year may be granted by the Superintendent of Schools for the death of a mother-in-law, father-in-law, sister-in-law, or brother-in-law.

3. The Board of Education may grant up to two (2) days a school year for two representatives of the Association to attend conferences and conventions of State and National affiliated organizations.

Requests for permission to attend professional meetings shall be submitted in writing at least two weeks prior to the meeting for approval by the Superintendent of Schools.

Eligibility to attend meetings of State and National professional organizations shall be based upon professional interest and leadership in positions of local affiliation.

4. Other leaves of absence with pay may be granted at the discretion of the Superintendent of Schools. A written request must be submitted by the teacher no less than one (1) week, if possible, prior to the time leave is to be granted.

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

ARTICLE VI

DEFERRED LEAVES OF ABSENCE

- A. 1. The Board of Education, upon the recommendation of the Superintendent of Schools, may grant a leave of absence of not more than two semesters for national or international exchange teaching.
2. The applicant shall submit and have approved in advance, by the Superintendent, a plan for an exchange of teaching services which will show the benefit to both the applicant and to the school system. A final report shall be filed with the Superintendent upon return from leave of absence for national or international exchange teaching.
3. The number of persons on exchange shall be limited each year to not more than one per cent of the total number of employees involved.
4. Exchange privileges shall be given on the basis of:
- (a) Date of application.
 - (b) Personality of individual.
 - (c) Teaching Proficiency.
 - (d) Seniority.
 - (e) Consent of administrator affected by the exchange.
5. An employee while engaged upon an exchange of teaching services shall be paid the same salary as he would have received were he carrying his regular assignment. Salary shall be paid at the same time and under the same conditions as for other employees of the Board.
6. An employee, upon completion of an exchange of teaching assignment, shall agree to return to the service of the Board of Education and to continue in such service for a period of at least two years. The employee who fails to return to the system upon completion of exchange of teaching assignment, without just cause as determined by the Board, shall refund all compensation paid by the Board during such leave.

7. An employee upon return from an exchange of teaching service shall be assigned to his former teaching position, or to a position of comparable status.
- B. Any regular employee who may enlist or be conscripted into the defense forces of the United States for service or training, shall be granted military leave. He shall be reinstated to his position in his school system with full credit including annual increment(s) under the salary schedule, upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. The application for reinstatement shall be made within a reasonable time after discharge or release from military service and not later than ninety (90) days from the date of said release or discharge.
- C. 1. The Board of Education will grant Maternity Leave of Absence without pay to any full-time employed member who had acquired tenure in the school system whenever such leave is requested in writing addressed to the Superintendent of Schools. Proof of such pregnancy must accompany the request in the form of a certificate from employee's physician confirming the pregnancy. The employment of a pregnant employee must terminate no later than the fifth (5) month of pregnancy.
2. Maternity Leave of Absence shall be for no longer than one year at a time and the maximum leave shall be for no longer than three consecutive years. Application to extend such leave of absence from year to year until the maximum leave is granted shall be made in April of the year following the grant of the leave of absence and in April of each year thereafter.
3. An employee on Maternity Leave may return to work only at the beginning of a new school year in September provided notice of the return is given in the preceding April. The request to return to work must be made in writing to the Superintendent of Schools.

ARTICLE VII

MISCELLANEOUS

- A. It is understood that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- B. Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights which are expressly required by the courts to be retained by the Board.
- C. Nothing in this Agreement which changes pre-existing Board Policy, rules, or regulations shall operate retroactively unless expressly so stated.
- D. If any provision of this Agreement or any application of this Agreement to any employee or groups of employees is held to be contrary to law, then such provisions 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.
- E. Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- F. Whenever any 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 thereto, 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. (Statute 18A: 25-7)

ARTICLE VIII

INSURANCE PROTECTION

- A. Beginning September 1, 1970 the Board shall pay for full individual coverage and 50% of dependent coverage for Blue Cross, Blue Shield and Rider "J" for all full-time employees.

ARTICLE IX

DEDUCTION FROM SALARY

- A. The Board will provide for dues deductions in accordance with the requirements of New Jersey State Law.

ARTICLE X

SALARY

- A. 1. Each teacher shall be placed on his proper step of Salary Schedule (a) attached, as of the beginning of the 1970-71 school year in accordance with paragraph 2 below.
2. Credit up to ten (10) years of experience shall be given for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule A. Credit not to exceed four (4) years for military experience or alternative civilian service required by the Selective Service System and credit not to exceed two (2) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright Scholarship shall be given upon initial employment.
- B. Teachers with previous teaching experience in the Pleasantville School District shall upon returning to the system receive full credit on the salary schedule for all outside teaching experience, military experience or alternative civilian required by the Selective Service System, Peace Corps, VISTA or National Teacher Training Corps work and time spent on a Fulbright Scholarship up to the maximum set forth in Section A above. Such teachers who have not been engaged in other teaching or the other activities indicated above shall upon returning to the system be restored to the next position on the salary schedule above that at which they left.
- C. Teachers shall be notified of their contract and salary status for the ensuing year no later than April 15.
- D. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part thereof, effective September 1, 1970.
1. Teachers employed on a twelve (12) month basis shall be paid in twenty-four semi-monthly installments.
2. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

3. Teachers may individually elect to have 10 (10%) percent of their monthly salary deducted from their pay. These funds shall be paid to the teacher on or before June 30th.
4. When a pay day falls on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.
5. Teachers shall receive their final checks on the last assigned working day in June or when all assigned duties are fulfilled.

ARTICLE XI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of March 1, 1970 and shall continue in effect until June 30, 1971.
- 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 thereon, all on the day and year first above written.

PLEASANTVILLE EDUCATION ASSOCIATION

By Raymond L. Phillips
President

By James M. O'Hara
Secretary

PLEASANTVILLE BOARD OF EDUCATION

By John D. [Signature]
President

By Alma [Signature]
Secretary

SALARY GUIDE

1970 - 1971

<u>Yrs. of Ex- perience</u>	<u>NON DEGREE</u>	<u>BACHELORS</u>	<u>BACHELORS +30</u>	<u>MASTERS DEGREE</u>	<u>MASTERS +30</u>
1	\$6400	\$7000	\$7400	\$7800	\$8300
2.	6700	7300	7700	8100	8600
3	7000	7600	8000	8400	8900
4	7300	7900	8300	8700	9200
5	7600	8200	8600	9000	9500
6	7900	8500	8900	9300	9800
7	8200	8800	9200	9600	10100
8	8500	9100	9500	9900	10400
9	8800	9400	9800	10200	10700
10	9200	9800	10200	10600	11100
11	9600	10200	10600	11000	11500
12	10000	10600	11000	11400	11900
13	10400	11000	11400	11800	12300