

4-0241

1969-70

02-53

RIVER VALE PUBLIC SCHOOLS  
RIVER VALE, N. J.

PREAMBLE

This agreement entered into this 28th day of January, 1969, by and between the Board of Education of the town of River Vale, New Jersey, hereinafter called the "Board", and the Education Association, hereinafter called the "Association."

W I T N E S S E T H:

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

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ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation for the duration of this agreement concerning the terms and conditions of employment for all certificated personnel whether under contract, on leave, or employed by the Board on a full or part time basis including:

- |                      |                         |
|----------------------|-------------------------|
| Teachers             | Nurses                  |
| Guidance Counsellors | Curriculum Coordinators |
| Librarians           | Specialists             |

but excluding:

- |                      |                              |
|----------------------|------------------------------|
| Superintendent       | Secretaries                  |
| Principals           | Cafeteria Staff              |
| Assistant Principals | Teacher Aides                |
| Psychologists        | Custodians                   |
| Substitutes          | All others not herein listed |

The Association shall remain the exclusive and sole representative of the above as long as it maintains a majority representation of said certificated personnel.

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 references to male teachers shall include female teachers.

## ARTICLE II

Grievance ProcedureDEFINITIONS

The term "grievance" means a complaint by any teacher or group of teachers that there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said teacher or group of teachers.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

- (a) The failure or refusal of the Board to renew a contract of a non-tenure teacher:
- (b) In matters where the Board is without authority to act:
- (c) In matters where a method of review is prescribed by law, or by any rule, regulation, direction, or by-law, of the State Commissioner of Education or the State Board of Education; and in matters where the discretion of the Board may or may not be unlimited but where, after the exercise of said discretion, a further review of the Board's action is available to the teachers under the provisions outlined above:

The term "employee" shall mean any regularly employed individual receiving compensation from the Board but shall not include the superintendent.

The term "representative" shall mean as to a teacher, a person, agency or organization named by the association and as to the board a person, agency or organization named by the board. The association shall have the right not to name a representative but in that event the teacher may name another person, agency or organization.

The term "immediate" superior shall mean the person to whom the aggrieved teacher is directly responsible under the Table of Organization prevailing in this School District.

The term "party" means an aggrieved teacher, his immediate superior, the school principal or any staff member below the Superintendent who will be directly affected by the determination of the Superintendent in connection with the procedure herein established.

PROCEDURE

1. An aggrieved teacher shall institute action under the provisions hereof within five (5) calendar days of the occurrence complained of, or within five (5) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) day period, shall be deemed to constitute an abandonment of the grievance.
2. A teacher processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the teacher shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
4. Whenever the teacher appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. A teacher shall first present his grievance orally to his immediate superior. Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) days of said hearing.
6. If the grievance is not resolved to the teacher's satisfaction, within five (5) days from the determination referred to in Paragraph 5 above, the teacher shall submit his grievance to the Superintendent of Schools in writing, specifying:
  - (a) The nature of the grievance:
  - (b) The results of the previous discussion:
  - (c) The basis of his dissatisfaction with the determination.
7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the school principal, to the immediate superior of the aggrieved teacher, and to the association.
8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
9. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise all parties and their representatives, if there be any, of his determination and reasons therefor.

10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by any party - the dissatisfied party, within ten (10) days of the failure of the Superintendent to act or within ten (10) days of the determination by him, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted to the parties and the Board by the appellant:

The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

12. If the appellant, in his appeal to the Board, does not demand a private or public hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a public hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, if any are furnished, shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant demands in writing, a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the teacher, his representative if there be one, the principal, and the Superintendent of its determination and the reasons therefor. This time period may be extended by mutual agreement of the parties.

14. In the event a teacher is dissatisfied with the determination of the Board he shall have the right to advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A demand for advisory arbitration shall be made no later than fifteen (15) days following receipt of the written determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved teacher and the Board shall mutually agree upon a longer time period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the appellant and the board. If the appellant is represented by the association, the association will bear the expense for the appellant.

15. In the event a grievance should be filed by any teacher who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he shall discuss his grievance initially with the Superintendent and if dissatisfied with the written determination and the reasons therefor, he may appeal to the Board in accordance with the provisions herein set forth.

16. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved teacher may appeal directly to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the teacher's attention, by filing with the Secretary of the Board, a writing setting forth:
  - (a) The order, ruling or determination complained of:
  - (b) The basis of the complaint:
  - (c) A request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved teacher.

17. Upon receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraphs 12, 13 and 14.
18. The association shall have the right to be present by representative at any hearing above the informal level, and to make its views known.
19. Until a grievance is fully resolved to the satisfaction of all parties, all teachers, including the grievant, shall continue under the direction of the Superintendent of Schools and the administrators regardless of the pendency of any grievance, until such grievance is duly determined, however duties shall not be varied as of the day before the grievance was first filed.

## ARTICLE III

SALARIES

- A. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- B.
1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
  2. Teachers may individually elect to have any amount of their monthly salary deducted from their pay and deposited with organizations such as but not limited to, East Bergen Teacher's Federal Credit Union.
  3. When pay days fall on or during a school holiday, vacation or week-end, teachers shall receive their pay checks on the last previous working day.
  4. Teachers will receive, on their last working day in June, a schedule of dates for salary payments for the following year which will be the 15th and 30th of each month or the closest working day thereto. Final checks will be issued upon completion of all obligations and duties as listed on the teacher's check list.
  5. Pending Board's decision of maintaining positions of Curriculum Coordinators, additional compensation for any teacher holding this title will be open for negotiation, and agreement thereon shall be incorporated herein in writing by execution of same dignity.



ARTICLE IV

TEACHER-ADMINISTRATION LIAISON

- A. The Association's representatives shall meet with the Superintendent at least three times during the school year at a time mutually agreed upon, to review and discuss current school problems and practices and the administration of this agreement with the explicit understanding that such meetings are strictly advisory in nature except for the administration of this agreement, which is a binding contract on both parties.

## ARTICLE V

SICK LEAVE

- A. As of September 1, 1969, 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.

## ARTICLE VI

Temporary Leaves of Absence

- A. As of the beginning of the 1969-70 school year, teachers shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:
1. Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the teacher's principal or other immediate superior for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this Section.
  2. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system, except for negotiations, and not if the teacher initiates the immediate appeal.
  3. Up to five (5) days at any one time in the event of death of a teacher's spouse or child.
  4. Up to three (3) days at any one time in the event of death or serious illness of a teacher's son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any member of the immediate household.
  5. Time necessary for persons called into temporary active duty in any unit of the U. S. Reserves, or the State National Guard, providing such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid only the difference between his regular pay and any pay which he receives from the State or Federal government for a period not to exceed two (2) weeks. A writing furnished by the teacher's commanding officer shall be adequate to prove the teacher's inability to fulfill the obligation when school is not in session.
  6. Other leaves of absence with pay may be granted by the Board for good reason.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the teacher is entitled.

## ARTICLE VII

Extended Leaves of Absence

- A. A leave of absence without pay of up to two (2) years shall be granted to any teacher on tenure who serves as an exchange teacher or overseas teacher, and is a full time participant in either of such programs, or accepts a Fulbright Scholarship.
- B. A teacher on tenure shall be granted a leave of absence without pay up to one (1) year to teach in an accredited college or university.
- C. Military leave without pay shall be granted to any teacher who is inducted or enlists in a branch of the armed forces of the United States for the period of said induction or initial enlistment, or to the spouse of any teacher who is so inducted or who enlists to join him for the period of special training in preparation for duty overseas in combat zones.
- D. 1. Any teacher on tenure may request a maternity leave without pay and said leave shall be granted. A maternity leave of absence shall begin not later than three months before the approximate date of the expected confinement and shall continue to a year from the September immediately following the date the leave begins except that the Board of Education, may, upon recommendation of the superintendent, change either or both of said periods if in its opinion it appears to be for the best interests of the pupils involved. (See provisions of Policy A-12.)
2. Any female teacher adopting an infant child may receive similar leave.
- E. A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of a tenure teacher's immediate family. Additional leave may be granted at the discretion of the Board.
- F. Other leaves of absence without pay may be granted by the Board for good reason.
- G. 1. Upon return from leave granted for military induction, 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, provided, however that time spent on said leaves shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted for any other reason set forth in this ARTICLE, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

2. All benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, or a substantially equivalent position as offered by the Superintendent of Schools.
- H. All extensions or renewals of leaves shall be applied for in writing.

## ARTICLE VIII

Sabbatical Leave

- A. Upon submission and approval by the Superintendent of Schools of a proposal for a study program, a sabbatical leave shall be granted to a teacher by the Board for study, including study in another area of specialization or for other reasons of value to the school system, subject to the following conditions:
1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to a maximum of one member of the professional staff including principals, assistant principals or teachers at any one time.
  2. Requests for sabbatical leave must be received by the superintendent in writing in such form as may be mutually agreed on by the Association and the superintendent, no later than thirty (30) days before issuance of contract, and action must be taken on all such requests no later than April 1st, of the school year preceding the school year for which the sabbatical leave is requested.
  3. The teacher has completed at least seven (7) full school years of service in the River Vale School District.
  4. A teacher on sabbatical leave shall be paid by the Board at one hundred (100%) per cent for one-half (1/2) year or fifty (50%) per cent for one (1) year of the salary rate which he would have received if he had remained on active duty only if qualified replacement can be found.
  5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
  6. A teacher who is granted a Sabbatical leave shall upon completion of said leave agree to return to the River Vale School District for not less than two (2) years.

## ARTICLE IX

Insurance Protection

- A. As of the beginning of the 1969-70 school year, the Board shall provide the health group insurance protection designated below. The Board shall pay the full premium for each teacher and the premium for a full family plan where the teacher has a family.
1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for a period beginning 90 days from commencement of work and for a full 12 month period in succeeding years, from September 1st and ending August 31st; unless the new employee transfers from another district participating in the State Health Benefits Plan, such payments and coverage would continue without interruption. Payments will be made in behalf of a teacher who terminates employment as of June 30th through August 31st.
  2. Provisions of the health group insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include any current provisions contained in the State Health Benefits Plan.
- B. The Board will attempt to provide to each teacher a description, from the insurance carrier, of the health group insurance coverage provided under this Article, no later than the beginning of the 1969-70 school year, which shall include a clear description of conditions and limits of coverage as listed above.

## ARTICLE X

Deduction from Salary

1. The Board agrees to deduct from the salaries of its teachers dues for the River Vale Education Association, the Bergen 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 River Vale Education Association 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.
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 XI

Miscellaneous Provisions

- A. 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.
- B. Copies of this Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed or hereafter employed.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by letter at the following addresses:
1. If by the Association to the Board Secretary at Roberge School, River Vale, New Jersey.
  2. If by the Board to the River Vale Education Association, Holdrum School, River Vale, New Jersey.
- D. The board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by this agreement, in accordance with applicable laws, rules and regulations, to hire teachers in the school district and to maintain the efficiency of the school district operations entrusted to them and to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- E. It is agreed by both parties that negotiations will be conducted without the use of "sanctions"(as defined by law) or any tactics or pressures which will interfere with the normal operations of the school or the normal activities of the Association.
- The parties also agree that during the period of active negotiations, but not later than December 1st, the only publicity accorded the negotiations by the parties will consist of joint press releases or, in the event the parties are unable to agree, a joint press release stating that either "Progress has been made" or "No progress has been made."
- F. The parties agree to follow the procedures outlined in this Agreement, if provided, and in that event, to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

## ARTICLE XII

Duration of Agreement

- A. 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.
- 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.

RIVER VALE EDUCATION ASSOCIATION

By

Its President

By

Its Secretary

RIVER VALE BOARD OF EDUCATION

By

Its President

By

Its Secretary