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THIS DOES NOT
CIRCULATE

AGREEMENT

between the

SADDLE BROOK BOARD OF EDUCATION

and the

SADDLE BROOK EDUCATION ASSOCIATION

for the

School Year -1975-76

Saddle Brook, New Jersey

Bergen

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PREAMBLE

This Agreement entered into this 19th day of May, 1975 by and between the Board of Education of the Township of Saddle Brook, New Jersey, hereinafter called the "BOARD" and the Saddle Brook Education Association, hereinafter called the "ASSOCIATION".

W I T N E S S E T H

WHEREAS, the Board and the Association recognize and declare that providing education for the children of the Saddle Brook School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the Board has an obligation, pursuant to the laws of the State of New Jersey 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, be it

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

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 all certificated personnel, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including: All classroom teachers, department chairmen, learning disabilities personnel, psychologists and social worker, guidance personnel, nurses, librarians, and full-time supplemental teachers but excluding: Superintendent of Schools, Principals, Vice Principals and Directors.
- 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 - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the laws of the State of New Jersey in a good-faith effort to reach agreement of all matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 15th of the calendar year preceding the calendar year in which this Agreement expires.

- B. The Board shall make available to the Association for inspection all pertinent records, data, and information concerning the Saddle Brook School District.
- C. 1. Representatives of the Board and the Association's negotiating committee shall meet upon request, at a mutually agreed time, for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
2. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from their assigned instructional responsibilities, unless otherwise agreed.

ARTICLE III - GRIEVANCE PROCEDURE

- A. Definitions
1. Grievance

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 group of teachers.

2. Aggrieved person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in interest

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days should be considered as maximum and every effort be made to expedite the process.
2. In the event a grievance is filed at a time which, if left unresolved for the indicated periods of time, could result in irreparable harm to a party in interest, the time limits shall be reduced so that the grievance procedure may be exhausted as soon thereafter as is possible.
3. If, as a result of discussion with the principal, a matter is not resolved to the satisfaction of the aggrieved employee, he shall set forth his complaint in writing to the principal with a copy to the Superintendent. The principal shall communicate his decision to the employee with a copy to the Superintendent in writing within five school days of the receipt of the written complaint.
4. The professional employee may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing with a copy to his principal and must set forth the grounds upon which the complaint is based. The Superintendent will attempt to resolve the matter

as expeditiously as possible, but within a period not to exceed ten school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the professional employee.

5. If the grievance is not settled after reaching the Superintendent, the Association shall have ten (10) school days to notify the Board whether it intends to appeal the grievance to the Board or to proceed directly to advisory arbitration.

6. Nothing shall preclude the Association's right from proceeding to advisory arbitration at any time after the Superintendent's decision and while awaiting a Board hearing or Board decision.

7. The parties agree that should the grievance go to advisory arbitration, they will utilize the services of the American Arbitration Association.

However, the aggrieved party shall have the option of directly appealing to the Board, or requesting advisory arbitration prior to any such hearing before the Board.

ARTICLE IV - TEACHING HOURS AND TEACHING LOAD

A.1. The practice in the high school of teachers indicating their presence for duty by placing initials in the appropriate column of the faculty "sign-in" roster shall be uniformly applied.

B.1. All teachers shall have a duty-free lunch period.

2. The present lunch period for pupils in the elementary school is sixty (60) minutes. Teachers shall have a daily duty-free lunch period of at least fifty-five (55) minutes.

3. The present lunch period for pupils in the senior high school is forty-five (45) minutes. Teachers shall have a daily duty-free lunch period of at least forty (40) minutes.

C. The present policy that teachers may leave the building without requesting permission during their scheduled duty-free lunch periods, and during their preparation periods on pay days, after notifying the principal, shall be uniformly applied.

D. 1. The practice of using a regular teacher as a substitute thereby depriving him of his preparation period is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers a teacher may be assigned to serve as a substitute. Volunteers and assigned teachers shall be paid five dollars (\$5.00) per hour or major portion of an hour, "and \$2.50 for 1/2 hour (30 Minutes)." Total coverage for one school day shall not exceed \$30. The above practice shall be uniformly applied.

2. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the teachers in said school.

E. 1. The Board and the Association agree that extra-curricular activities are educationally worthwhile.

ARTICLE XII - SUMMER PAYMENT

Teachers electing the summer payment plan shall have funds placed in an interest bearing savings account in the particular teacher's name. Said teachers shall have the authority to withdraw from their own particular account at any time they desire.

ARTICLE XIII - TEACHER EVALUATION

The parties herein agree to form a professional joint committee composed of teachers and administrators and/or Board members to study evaluation procedures of teachers and make recommendations to the Board of Education.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, Negotiation Chairman and by its Secretary and its corporate seal to be placed herein, all on the day and year written below.

JUNE 25 1975

SADDLE BROOK EDUCATION ASSOCIATION

BY

Its President

Jo Ann Russoniello

BY

Its Secretary

Therese Menak

BY

SADDLE BROOK BOARD OF EDUCATION

Its President

Peter A. LoDico

BY

Its Negotiations Chairman

Michael R. Kern

BY

Its Board Secretary

John S. Meyer