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Institute of Management and
Labor Relations

RUTGERS UNIVERSITY

AGREEMENT

between

CLIFFSIDE PARK BOARD OF EDUCATION

and

CLIFFSIDE PARK EDUCATION ASSOCIATION

July 1, 1976 - June 30, 1979

AGREEMENT
between
CLIFFSIDE PARK BOARD OF EDUCATION
CLIFFSIDE PARK, NEW JERSEY
and
CLIFFSIDE PARK EDUCATION ASSOCIATION

1976-1977 1977-1978 1978-1979

ARTICLE I - RECOGNITION

Pursuant to Chapter 303, Public Laws of New Jersey, 1968, as amended, the Cliffside Park Board of Education hereby recognizes the Cliffside Park Education Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel under contract or on leave, as specified below:

Teachers	Librarians	Special Subject Teachers
Guidance Counselors	Nurses	Special Class Teachers
	Co-ordinator of Co-operative	Industrial Education
School Psychologists		Social Workers

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all recognized employees represented by the Association in the negotiating unit as above defined.

ARTICLE II - GRIEVANCE PROCEDURES

A. Definitions, Basic Principles and Time Limits

1. A "Grievance" is a claim by an employee of the Cliffside Park School District that there has been to him a personal loss, injury or inconvenience caused by a violation, misinterpretation, or inequitable application of an established policy governing employees, or of this Agreement, except that the term "grievance" shall not apply to (1) a complaint of a non-tenure teacher which arises by reason of his not being re-employed, or (2) 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 is either not possible or not required. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) days of the occurrence or event or act which gave rise to the grievance.

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2. A member of the professional staff or the recognized professional association may present, in appeal, through administrative channels, grievances affecting them, free from restraint, interference, coercion, discrimination or reprisal.

3. At each step in the grievance appeal process, the responsible person in authority hearing the grievance is to apply all possible measures to adjust the grievance professionally and with complete fairness. Proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure and consistent with prescribed procedures.

4. Nothing herein contained shall be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administrative staff and having the grievance adjusted without intervention of the recognized professional organization.

5. Since it is important that grievances be proceeded as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits may, however, be extended by mutual agreement. If a grievance appeal is filed at such time that it cannot be processed through all of the prescribed steps by the end of the then current school year, and if leaving said grievance unresolved until the beginning of the following school year, could result in substantial harm to a party in interest, the stipulated time limits shall be reduced so that the grievance procedures may be exhausted prior to the end of the then current school year or as soon thereafter as practical.

B. Grievance Procedures

1. Level One - Principal

If an employee believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal, either personally or accompanied by a representative of the Cliffside Park Education Association. If, as a result of the informal discussion with the principal, the grievance still exists, the employee may invoke the formal grievance procedure and present his grievance, in writing, to the building principal within five (5) school days of the informal discussion. The principal shall indicate the disposition of the grievance and shall

inform the employee of his decision within five (5) school days from the date the employee filed the formal grievance.

2. Level Two - Superintendent

If the employee is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance with the Superintendent of Schools within five (5) school days of the receipt of the decision by the principal, or, within five (5) school days of the date said decision should have been rendered. The Superintendent shall advise the employee of his decision in writing within ten (10) school days following the date of submission of the grievance to him. The decision shall state explicitly what action or recommendation the Superintendent proposes in order to resolve the grievance. The Superintendent shall consult, if necessary, with the principal and the employee involved. If the Superintendent calls for a meeting of the parties involved, the employee shall have the right to be represented by the Association if he so desires.

3. Level Three - Board of Education

If the employee is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the presentation of the grievance to the Superintendent, he may request that the Board of Education review the grievance. The request shall be submitted in writing through the Superintendent of Schools within ten (10) school days of the decision by the Superintendent of Schools, or within ten (10) school days of the date said decision should have been rendered. The Board of Education shall review the grievance, conduct a hearing if requested by the employee, and render a decision in writing setting forth the reasons for its decision within twenty (20) school days.

4. Level Four - Arbitration

(a) If the employee is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board of Education or after the conclusion of any hearing conducted by the Board of Education, he may, within ten (10) school days after the decision by the Board of Education or thirty (30) school days after the grievance was delivered to the Board of Education or after the conclusion of any hearing conducted

by the Board of Education, whichever is sooner, request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the employee.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and during the arbitration proceedings.

(c) The arbitrator selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearing, or from the date the final statements and proofs, including briefs and legal memoranda, are submitted to the arbitrator. The arbitrator's decision shall be final and binding upon the parties and shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted.

(d) The authority of the arbitrator shall be limited to the interpretation, application or the compliance with the provisions of this Agreement, and the arbitrator shall have no authority to modify, add to, subtract from, or in any way alter any of the terms of this Agreement, and the arbitrator shall be bound by all applicable New Jersey and Federal Statutes, the Constitutions of the State of New Jersey and of the United States, and all decisions of the Commissioner of Education, the State Board of Education, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey.

5. Costs of Arbitration

(a) The Board and the Association shall each bear the total cost incurred by themselves.

(b) The fees and expenses of the arbitrator are

the only costs which shall be shared by the Board and the Association and such costs will be shared equally.

(c) If time is lost by any employee due to the arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay the cost of the substitute. The time lost by the employee may be charged to personal business time.

C. Group Grievances

The procedures for the filing and processing of a group grievance shall be the same as the individual grievance procedures set forth herein, including the time periods specified above. A group grievance is defined as a claim, affecting a group or class of teachers, that there has been, to them, a personal loss, injury or inconvenience caused by a violation, misinterpretation, or inequitable application of an established policy governing employees, or of this Agreement.

D. Emergency Procedure

Recognizing that emergencies may arise, and that time may not permit the prescribed procedures to operate, the following provision is inserted:

In the event an individual, group of individuals or the Association as a whole, has a grievance of such nature that time will not permit the prescribed time periods to be followed, the procedure may be expedited. If the individual, group of individuals or the Association, as the case may be, states, in writing, the nature of the grievance together with explicit reasons why the prescribed procedures must be expedited. The grievance procedure shall be the same but each party shall be duty bound to act upon the grievance as quickly as possible.

E. Liaison Committee

The Executive Committee of the Cliffside Park Education Association shall serve as a continuing liaison committee with the Board of Education. This committee shall meet with the Board of Education once every other month beginning with the month of October, and more frequently if necessary, unless both parties mutually agree that such a meeting is unnecessary. The Board or the committee shall be free to discuss any problems of mutual concern or

interest, but may not discuss any grievance currently being considered by a principal, or the Superintendent of Schools or the Board of Education, or an arbitrator unless all parties concerned concur.

ARTICLE III - SALARIES

A. The compensation of all employees covered by this Agreement shall be as set forth in Schedules "A," "B," "C," and "D" attached hereto and made a part hereof.

B. The Board of Education reserves the right to withhold increments in the salary guide set forth in the aforementioned Appendix. Salary increments are subject to the recommendation of the Superintendent of Schools and approval by the Board of Education.
Reference: Title 18A:29-14

C. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, to be received on the 15th, and last day of each month. When a pay day falls on or during a school holiday, vacation or a week-end, employees shall receive their pay checks on the last previous working day. The December pay checks may be combined and distributed to the employees on December 15th. Employees shall receive their final check no later than the last working day in June, except in special circumstances.

D. Employees may individually elect to have ten (10%) per cent of their monthly salary deducted from their pay. The funds so deducted shall be placed in an interest bearing account. Interest earned on these funds shall be calculated individually and paid to the employees with the funds so deducted, on or before July 15th.

ARTICLE IV - SABBATICAL LEAVE

A. A Sabbatical Leave shall be granted to an employee by the Board for study in the area of his specialization or a related field, subject to the following conditions:

1. The employee shall have completed at least seven (7) full school years in the service of the Cliffside Park public schools.

2. Requests for sabbatical leaves must be received by the Superintendent in writing no later than January 15th and action must be taken on all such requests

no later than May 1st of the school year preceding the school year for which the sabbatical leave is requested.

3. Candidates not selected for a sabbatical leave in one (1) year due to the number of applicants shall be given priority when reapplying the following year for sabbatical leave.

4. An employee on sabbatical leave shall be paid at the rate of full pay for the duration of a half year sabbatical, and half pay for the duration of a full year sabbatical.

5. The opportunity for a sabbatical leave shall be made available to three (3) employees per school year providing that there are sufficient applications, but no more than one (1) employee from a department of each school may be on sabbatical leave during a school year.

6. Upon returning from sabbatical leave, an employee 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 sabbatical leave.

7. An employee granted sabbatical leave shall enter into a written agreement with the Board to return to Cliffside Park schools for a minimum of two (2) years upon completion of his sabbatical. Failure to serve the full two (2) years will require the employee to reimburse the Board the money paid to him while absent on sabbatical.

B. Exceptions to this Article shall be based upon: (1) the inability of the employee to complete the agreement for reasons of health, or (2) a waiver of this agreement by the Board for special circumstances.

ARTICLE V - INSURANCE PROTECTION

A. As of the beginning of the 1976-1977 school year, and during the terms of this Agreement, the Cliffside Park Board of Education shall provide the health care insurance protection designated below:

1. For all employees covered by this Agreement who remain in the employ of the Board of Education for the applicable full school year, the Board shall make payment of full individual or full family insurance premiums, as appropriate, in the State Health Benefit Plan, for the

full applicable twelve (12) month period, commencing July 1st and ending June 30th. Coverage provided by the State Health Benefit Plan includes hospitalization, surgical, Rider J, and Major Medical benefits.

2. For all employees covered by this Agreement who remain in the employ of the Board of Education for the full applicable school year, the Board shall make payment as follows in the New Jersey Dental Service Plan for the full applicable twelve (12) month period, commencing July 1st and ending June 30th:

- (a) Full individual coverage
- (b) Approximately 25% of dependent coverage;

it being understood, however, that the cost of the above payments is not to exceed \$15,000.00

3. If available from the insurance carrier, the Board shall provide to each employee a description of the health care benefits insurance coverage provided under this Article no later than the beginning of November 1, 1976.

ARTICLE VI - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1976, and shall continue in effect until June 30, 1979.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their representative secretaries, and their corporate seals to be placed hereon, all on the _____ day of _____, 19 ____ .

CLIFFSIDE PARK BOARD OF
EDUCATION

CLIFFSIDE PARK EDUCATION
ASSOCIATION

By _____
(President)

By _____
(President)

By _____
(Secretary)

By _____
(Secretary)

D. Additional Compensation for Athletic Personnel

	<u>1976-1977</u>	<u>1977-1978 and 1978-1979</u>
Director of Athletics	\$2134.	\$2290
Head Football Coach	1707.	1832
Assistant Football Coach.	1174.	1260
Freshman Football Coach	1174.	1260
Head Basketball Coach	1574.	1689
Assistant Basketball Coach.	1067.	1145
Freshman Basketball Coach	1067.	1145
Head Baseball Coach	1494.	1603
Assistant Baseball Coach.	1067.	1145
Freshman Baseball Coach	1067.	1145
Head Wrestling Coach.	1334.	1431
Assistant Wrestling Coach	1067.	1145
Freshman Westling Coach	1067.	1145
Head Soccer Coach	1174.	1260
Assistant Soccer Coach.	907.	973
Head Track Coach.	1227.	1317
Assistant Track Coach	907.	973
Cross Country Coach	1040.	1116
Bowling Coach	640.	687
Golf Coach	640.	687
Coach, Varsity Cheerleaders	854.	916
Coach, J.V. Cheerleaders.	534.	573
Coach, Freshman Cheerleaders.	534.	573
Girls' Volleyball Coach	587.	630
Girls' Basketball Coach	694.	745 ¹⁶⁸
Girls' Track & Field Coach.	587.	629 ¹³¹

Tennis

687

NEW ATHLETIC COACHES APPOINTED SHALL
RECEIVE 75% OF THE SALARY LISTED ABOVE
FOR THAT POSITION.

E. Additional Compensation for Years of Service

All employees covered by this agreement who have been employed by the Cliffside Park Board of Education twenty (20) or more years, shall receive additional \$300 over and above their 1976-77 1977-78 or 1978-79 base salary as shown on the Teachers' Sa'ary Guide for the year in question.

SCHEDULE A
CLIFFSIDE PARK BOARD OF EDUCATION
TEACHERS' SALARY GUIDE
1976-77

Years of Cred. Serv.	Amt. of Increment	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	PHD
0	300	10100	10400	10700	11000	11600	12000	12400	12800	13500
1	400	10600	10900	11200	11500	12100	12500	12900	13300	14000
2	600	11000	11300	11600	11900	12500	12900	13300	13700	14400
3	400	11600	11900	12200	12500	13100	13500	13900	14300	15000
4	400	12000	12300	12600	12900	13500	13900	14300	14700	15400
5	500	12400	12700	13000	13300	13900	14300	14700	15100	15800
6	500	12900	13200	13500	13800	14400	14800	15200	15600	16300
7	600	13400	13700	14000	14300	14900	15300	15700	16100	16800
8	600	14000	14300	14600	14900	15500	15900	16300	16700	17400
9	600	14600	14900	15200	15500	16100	16500	16900	17300	18000
10	700	15200	15500	15800	16100	16700	17100	17500	17900	18600
11	700	15900	16200	16500	16800	17400	17800	18200	18600	19300
12	700	16600	16900	17200	17500	18100	18500	18900	19300	20000
13	--	17300	17600	17900	18200	18800	19200	19600	20000	20700

Note: All employees who were on the maximum step (Step 13) of the 1975-76 Salary Guide and remain on the maximum step (Step 13) for the 1976-77 School Year shall receive, in addition to the salary set forth in the above Guide for those at the maximum step (Step 13), an additional \$300 of salary.

SCHEDULE B
CLIFFSIDE PARK BOARD OF EDUCATION
TEACHERS' SALARY GUIDE
1977-78

Years of Cred. Serv.

Amt. of Increment

		BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	PHD
0	300	10620	10930	11250	11560	12190	12610	13030	13450	14190
1	400	11140	11460	11770	12090	12720	13150	13560	13980	14710
2	600	11560	11880	12190	12510	13140	13560	13980	14400	15130
3	400	12190	12510	12820	13140	13770	14190	14610	15030	15760
4	400	12610	12930	13240	13560	14190	14610	15030	15450	16190
5	500	13030	13350	13660	13980	14610	15030	15450	15870	16600
6	500	13560	13870	14190	14500	15130	15550	15980	16400	17130
7	600	14080	14400	14710	15030	15660	16080	16500	16920	17660
8	600	14710	15030	15340	15660	16290	16710	17130	17550	18290
9	600	15340	15660	15980	16290	16920	17340	17760	18180	18900
10	700	15980	16290	16610	16920	17550	17970	18390	18810	19550
11	700	16710	17030	17340	17660	18290	18710	19130	19550	20290
12	700	17450	17760	18080	18390	19020	19440	19860	20280	21020
13	--	18180	18500	18810	19130	19760	21080	20600	21020	21760

Board Proposed Language for Note

Note: All employees who were on the maximum step (Step 13) of the 1975-76 Salary Guide and remain on the maximum step (Step 13) for the 1977-78 School Year shall receive, in addition to the salary set forth in the above Guide for those at the maximum step (Step 13), an additional \$300 of salary.

C P E A Proposed Language for Note

Note: All employees who were on the maximum step (Step 13) of the 1976-77 Salary Guide and remain on the maximum step (Step 13) for the 1977-78 School Year shall receive, in addition to the salary set forth in the above Guide for those at the maximum step (Step 13), an additional \$300 of salary.

SCHEDULE C
CLIFFSIDE PARK BOARD OF EDUCATION
TEACHER SALARY GUIDE
1978-79

A. In 1978-79, each step for each training level on the 1977-78 Teacher Salary Guide shall be increased by a dollar amount computed by multiplying each such step times a percentage which is two (2%) per cent less than the equivalent of the average of the twelve percentage increases (for the Department of Labor Statistics, Consumer Price Index (All-Items Figures), for the New York City and North-eastern New Jersey Area) for the following twelve (12) month periods ending on the following dates:

1. November 30, 1977
2. October 31, 1977
3. September 30, 1977
4. August 31, 1977
5. July 31, 1977
6. June 30, 1977
7. May 31, 1977
8. April 30, 1977
9. March 31, 1977
10. February 28, 1977
11. January 31, 1977
12. December 31, 1976

In no event shall the percentage to be applied in such computation be less than five (5%) per cent nor more than eight (8%) per cent.

B. The Teacher Salary Guide for 1978-79 which results from the application of the above described formula shall contain the same increments as are set forth in the 1977-78 Teacher Salary Guide.

Board Proposed Language for Note

Note: All employees who were on the maximum step (step 13) of the 1975-76 Salary Guide and remain on the maximum step (step 13) of the Teachers' Salary Guide to be developed pursuant to the above formula for the 1978-79 School Year shall receive, in addition to the salary to be set forth in said Guide for those at the maximum step (step 13), an additional \$300 of salary.

C P E A Proposed Language for Note

Note: All employees who were on the maximum step (step 13) of the 1977-78 Salary Guide and remain on the maximum step (step 13) of the Teachers' Salary Guide to be developed pursuant to the above formula for the 1978-79 School Year shall receive, in addition to the salary to be set forth in said Guide for those at the maximum step (step 13), an additional \$300 of salary.

SCHEDULE D
CLIFFSIDE PARK BOARD OF EDUCATION
ADDITIONAL COMPENSATION

A. Compensation - Guidance Counsellors

Salaries for full time guidance counsellors in the high school and middle school shall be the same as for a teacher on the same step and salary classification, plus: \$900 for 1976-77, 1977-78 and 1978-79

B. Additional Compensation for Heads of Departments & Chairman of Child Study Team

1. Heads of Departments in the high school with seven or more teachers in their Department shall receive the following amounts per year in additional compensation:
1976-77, 1977-78 and 1978-79....\$1200

2. The Audio-Visual Aids Coordinator at high school shall receive the following amounts per year in additional compensation:
1976-77, 1977-78 and 1978-79....\$1100

3. Heads of Departments in the middle school shall receive the following amounts per year in additional compensation:
1976-77, 1977-78 and 1978-79....\$450

4. Chairman of the Child Study Team shall receive the following amounts per year in additional compensation:
1976-77, 1977-78 and 1978-79....\$900

C. Additional Compensation for Co-Curricular Duties

	1976-1977	1977-78 and 1978-79
Director of Yearbook	\$ 854.	\$ 916
Coach of Dramatics/Speech	854.	916
Director of High School Band	1387.	1488
Director of Co-Curricular Activities	854.	916
Audio-Visual Coordinator, Sch#4 & Middle Sch.	507.	544
Newspaper Advisor	747.	802
Choral Director	747.	802
High School Student Council Advisor	1067.	1145
Secretary of Internal Accounts	640.	687
Flag Waver Advisor	373.	400
Color Guard Advisor	373.	400
Math Team Advisor	293.	314