

H-0264

20-01 THIS BOOK IS
NOT CIRCULATE

THIS AGREEMENT, made the _____ day of January, 1970, between the Board of Education of the Township of Berkeley Heights, New Jersey, hereinafter called the "Board", and the Berkeley Heights Education Association, hereinafter called the "Association".

A. The Board has previously recognized the Berkeley Heights Education Association by Resolution dated November 21, 1968 as exclusive negotiating agent for the following units: Classroom teachers; Nurses; Guidance Counsellors; Librarians; Social Workers; Learning Disability Specialists; Permanent Substitutes; Reading Teachers; Music Teachers; Art Teachers; Physical Education Teachers.

B. The parties have met and negotiated certain agreements as follows:

1. The term of this contract shall be from July 1, 1970 to June 30, 1971. The economic provisions for the salary guides shall be effective September 1, 1970 to June 30, 1971.

2. The Nurses Salary Guide for the school year 1970-71 will be as indicated in the form attached hereto as Schedule A, providing a salary range from \$5,700 to \$8,450.

3. A Grievance Procedure as indicated in the form attached hereto as Schedule B.

4. The Teachers Salary Guide for the school year 1970-71 will be as indicated in the form attached hereto as Schedule C providing a salary range from \$7,600 to \$12,750 for teachers with a Bachelor's Degree.

5. The Board presently provides and pays for health and hospitalization insurance for each employee who wishes such insurance and agrees to continue this coverage and, in addition, to pay 80% of the additional premium for family plan coverage under the health and hospitalization plan. The Board reserves the right to transfer the

Board of Education, Berkeley Heights

Salary Guide for Nurses 1970-1971

Schedule A

Step

1	\$5,700.
2	\$5,975.
3	\$6,250.
4	\$6,525.
5	\$6,800.
6	\$7,075.
7	\$7,350.
8.	\$7,625.
9.	\$7,900.
10.	\$8,175.
11.	\$8,450.

GRIEVANCE PROCEDURE

Schedule B

Definitions

1. A "grievance" shall mean a complaint by any teacher or group of teachers, that there has been a violation, misinterpretation, or inequitable application of Board of Education Policies or of the agreement between the Board of Education of Berkeley Heights and the Berkeley Heights Education Association.
2. 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 employee;
 - (b) In matters where the Board is without authority to act;
 - (c) In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

General Provisions

1. The purpose of this Grievance Procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise affecting teachers.
2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his immediate superior, school principal, or Superintendent of Schools.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement. An aggrieved employee shall institute action under the provisions hereof within 90 calendar days of the occurrence complained of, or within 90 calendar days after he would reasonably be expected to know of its occurrence. Failure to act within the said 90 day period shall be deemed to constitute an abandonment of the grievance.

In the event a grievance is filed at such time that it cannot be processed through all the steps of this Grievance Procedure by the end of the school year and, if left unresolved until the beginning of the following school year, should result in irreparable harm to a party in interest, the time limit set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Procedure to be followed

1. A grievance shall be discussed first with the principal (or immediate superior) in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, the complaint may be set forth in writing to the principal. This written complaint shall be the basis for further consideration of the grievance. The principal shall communicate his decision to the employee in writing within 3 school days after receipt of the written complaint.
3. The employee may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must be identical with the written complaint previously submitted to the principal. Upon receiving the appeal, the Superintendent shall request a report on the grievance from the principal. The next step shall be to confer with the concerned parties jointly and, if requested within three days of the receipt of the appeal, with either or both parties separately. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed 20 school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the principal.
4. If the grievance is not settled to the employee's satisfaction after a decision by the Superintendent of Schools, he may wish to refer it to the Berkeley Heights Education Association. If he elects to do so, the steps shall be:
 - (a) The Association shall review the complaint, the principal's report and the Superintendent's decision and shall, within a period not to exceed 10 school days, notify the employee in writing of its findings.
 - (b) If the Association determines that the grievance has or may have merit, it shall recommend in the employee's name that the grievance be heard by the Board of Education.