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THIS BOOK DOES  
NOT CIRCULATE

This Agreement made and entered into this 10th day of June 1969.

BY AND BETWEEN THE BOARD OF EDUCATION OF THE BOROUGH OF MOUNTAINSIDE,  
IN THE COUNTY OF UNION,

hereinafter sometimes referred to as the "Board"

AND MOUNTAINSIDE TEACHERS' ASSOCIATION,

hereinafter sometimes referred to as the "Association"

WHEREAS, the parties hereto have arrived at a good-faith understanding of the employment relationship between the Board and the Association; and

WHEREAS, it is a statutory requirement that said understanding be reduced to writing and it is the desire of the parties hereto, to be bound thereby;

NOW THEREFORE, in consideration of the mutual understanding between the parties and the terms and conditions hereof, the parties hereby agree as follows:

ARTICLE 1

RECOGNITION

The Board, pursuant to the provisions of the statute in such case made and provided, hereby recognizes the Association as the exclusive collective negotiation representative for the teaching staff.

ARTICLE 2

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations for a successor Agreement in accordance with Chapter 303, Public Laws 1968. Said negotiations are to commence no later than October 15th, of the calendar year, preceding the calendar year in which this Agreement expires. Written Association proposals, to form the basis of a successor Agreement, must be received by the Board by October 15th.

B. All negotiations shall end on December 1, but by mutual agreement, may be extended for fifteen (15) days.

ARTICLE 3

DURATION

This agreement shall be in full force and effect for the period from September 1, 1969, through June 30, 1970, unless extended by Agreement between the parties, in writing, prior to its termination.

ARTICLE 4

GRIEVANCE PROCEDURE

As attached hereto and made a part hereof and identified as "Exhibit A".

ARTICLE 5

SALARY GUIDE

As annexed hereto and made a part hereof and identified as "Exhibit B".

ARTICLE 6

INSURANCE

The Board will provide coverage for members of the Mountainside Teachers' Association and their eligible dependents and bear 85% of the cost of Blue Cross, Blue Shield, Rider "J" and Major Medical Family Plan.

ARTICLE 7

MISCELLANEOUS PROVISIONS

If any provisions of this Agreement or any application thereof to the Mountainside Teachers' Association, or any member thereof, is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed by their proper corporate officers the day and year first above-mentioned.

ATTEST:

John M. McDonough, Secretary

THE BOARD OF EDUCATION OF THE  
BOROUGH OF MOUNTAINSIDE,  
COUNTY OF UNION

by Grant H. Lennox, President

ATTEST:

Grace Shulman, Secretary

MOUNTAINSIDE TEACHERS' ASSOCIATION

by Helen S. Sutter, President

BOARD OF EDUCATION OF THE BOROUGH OF  
MOUNTAINSIDE, IN THE COUNTY OF UNION

"Exhibit A"

GRIEVANCE PROCEDURE

A. DEFINITION

A "grievance" is a cause of distress felt to afford reason for complaint by a member of The Mountainside Teachers' Association that there has been to said member a personal loss, injury or inconvenience occasioned by a violation, misinterpretation or inequitable application of the agreement, between the parties, of which this Grievance Procedure is a part. Anything to the contrary contained herein notwithstanding, it is understood and agreed by and between the parties to whom this procedure will apply, that this Grievance Procedure is relevant solely to the terms and conditions of the agreement between the Board of Education of the Borough of Mountainside, in the County of Union, and the Mountainside Teachers' Association, in writing, and signed by the parties thereto.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to grievances which may from time to time arise.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

C. PROCEDURE

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 limits specified may, however, be extended by mutual agreement.

In the event a grievance is filed on or after June 1, the time limits set forth herein shall be reduced so that the grievance procedure shall be exhausted prior to the end of the school term.

1. LEVEL ONE. An employee with a grievance shall first discuss it with his principal, immediate superior or department head with the objective of resolving the matter informally at this level. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of its occurrence.
2. LEVEL TWO. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after presentation of the grievance, he may file the grievance in writing with the principal within five (5) school days after the decision at Level One or fifteen (15) school days after the grievance was presented, whichever is sooner, specifying:
  - (a) the nature of the grievance.
  - (b) the nature and extent of the injury, loss or inconvenience.
  - (c) the results of previous discussions.
  - (d) his dissatisfaction with decisions previously rendered.The principal shall communicate his decision to the employee in writing within three (3) school days of receipt of the written grievance.
3. LEVEL THREE. The employee may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent shall represent the administration at this level of the grievance procedure. Within ten (10) school days after receipt of the written grievance by the Superintendent, the Superintendent shall meet with the aggrieved person in an effort to resolve it.  
If an employee does not file a written grievance with the Superintendent within thirty (30) school days after the employee knew or should have known of the act or condition on which the grievance is based, then the

grievance shall be considered as waived. A dispute as to whether a grievance has been waived shall be subject to review and a decision by the Board.

4. LEVEL FOUR. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after he has first met with the Superintendent, he may file the grievance in writing with the Board of Education. The request for review by the Board shall be submitted in writing to the Board of Education and a copy of such request to the Superintendent of Schools. Within ten (10) school days after receiving the written grievance, the Board shall meet with the aggrieved person for the purpose of resolving the grievance. The ultimate decision on the grievance at Level Four shall, however, be rendered by a majority of the Board, in writing, within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

5. LEVEL FIVE. If the aggrieved person is not satisfied with the decision of the Board of Education, or if no decision has been rendered within the time limit allowed, the grievant or the appropriate committee of the Mountainside Teachers' Association may request the appointment of a mutually acceptable mediator, such request to be made known to the Superintendent of Schools no later than ten (10) school days after the decision in writing of the Board of Education is received. If within twenty (20) days there has been a failure to agree on a mutually acceptable mediator, the issue of determining a mediator shall be submitted to the American Arbitration Association. The selection of the mediator by the American Arbitration Association shall be binding on both parties.

The mediator selected shall confer with the representatives of the Board of Education and the aggrieved person and/or his representatives in an attempt to resolve the issue. During this time the mediator shall be free to offer suggestions and opinions concerning ways to resolve the dispute. The procedure and time period shall be established by the mediator but shall not exceed twenty (20) days. The costs for the services of the mediator, 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 expense shall be paid by the party incurring the same.

#### D. RIGHTS OF EMPLOYEES TO REPRESENTATION

No reprisals of any kind shall be taken by any party or by any member of the administration against any party in interest, any School or Board representative, any organization or member thereof or any other participant in the grievance procedure by reason of such participation.

Any party in interest may be represented at all stages of the grievance procedure by a person of his own choosing, pursuant to and in and by compliance with Chapter 303, Laws of 1968 of the State of New Jersey.

#### E. MISCELLANEOUS

1. If, in the judgment of the employee or his representative, a grievance affects a group or class of employees in a unit in two or more schools, the employee or his representative may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three.
2. Decisions rendered at Levels Two, Three, Four and Five of the Grievance Procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest.
3. Forms for filing grievances, serving notices, taking appeals, making

reports and recommendations, and other necessary documents shall be prepared jointly by the parties in interest and the Superintendent of Schools and given appropriate distribution so as to facilitate operation of the Grievance Procedure.

4. The sole remedy available to any employee for any alleged breach of the within or any alleged violation of his rights hereunder, shall be pursuant to the Grievance Procedure, provided, however, that nothing contained herein shall deprive any employee of any legal right which he presently has.