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ROCHELLE PARK BOARD OF EDUCATION

RESOLUTION NO.

THIS BOOK DOES NOT CIRCULATE

WHEREAS, the Rochelle Park Board of Education has heretofore recognized the Rochelle Park Teachers Association as the exclusive representative for collective negotiation for all employees of the Board who have been certified by the Association as members thereof in good standing, and certified by the State Board of Education, in the following Unit, including those with tenure, on probation, and on interim but not per diem appointments:

- |                    |   |
|--------------------|---|
| Classroom Teachers | Custodial Staff                                     |
| School Nurse       | Secretarial Staff                                   |
| Guidance Counselor | Special Teachers (Speech Therapy, Remedial Reading) |
| Cafeteria Workers  |   |

and

WHEREAS, in accordance with the "New Jersey Employer-Employee Relations Act" (Chapter 303 Laws of New Jersey, 1968) the Rochelle Park Board of Education and the Rochelle Park Teachers Association have met at numerous times and have negotiated in good faith with respect to the terms and conditions of employment; and

WHEREAS, the Rochelle Park Board of Education and the Rochelle Park Teachers Association have reached certain understandings which they desire to be embodied in writing and signed by the parties in accordance with the aforesaid "New Jersey Employer-Employee Relations Act".

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Township of Rochelle Park in the County of Bergen, New Jersey, as follows:

1. The agreement dated the 14<sup>th</sup> day of Sept., 1970, between the Rochelle Park Board of Education and the Rochelle Park Teachers Association, a copy of which is attached hereto and made a part herof, be and the same is hereby approved.
2. The President and the Secretary of this Board are hereby authorized and directed to execute the aforesaid agreement on behalf of this Board.
3. The Secretary of this Board is hereby authorized and directed to file an executed copy of the aforesaid agreement with the New Jersey Public Employment Relations Commission.

Dated:

September 14, 1970

Offered by

Mr. Keenan

Seconded by

Mrs. Vander Berg

JTS:mer

AGREEMENT

This Agreement entered into this 14th day of September, 1970, by and between the Board of Education of the Township of Rochelle Park, County of Bergen, hereinafter called the "Board", and the Rochelle Park Teachers Association, Rochelle Park, Bergen County, New Jersey, hereinafter called the "Association".

WITNESSETH

In consideration of the following mutual covenant, it is hereby agreed as follows:

ARTICLE I. RECOGNITION

- a. The Board hereby recognizes the Association as the exclusive representative for collective negotiation for all employees of the Board who have been certified by the Association as members thereof in good standing, and certified by the State Board of Education, in the following Unit, including those with tenure, on probation, and on interim but not per diem appointments:

Classroom Teachers	Custodial Staff
School Nurse	Secretarial Staff
Guidance Counselor	Special Teachers (Speech Therapy, Remedial Reading)
Cafeteria Workers	

- b. The Administrative Principal of the Board is hereby specifically excluded from the aforesaid negotiation Unit.
- c. This recognition shall not impair the rights of any employee or group of employees under Section 19 of Article I of the New Jersey Constitution or under any laws of the State of New Jersey in such case made and provided.

ARTICLE II. SALARIES

- a. The salaries of classroom teachers, the Guidance Counselor, Special Teachers (Speech Therapy, Remedial Reading) are set forth in Schedule "A", which is attached hereto and made a part hereof.
- b. The salaries for the Secretarial Staff are set forth in Schedule "B"

which is attached hereto and made a part hereof.

- c. The salary of the School Nurse shall be as set forth in Schedule "C", which is attached hereto and made a part hereof.
- d. The salaries of the Custodial Staff shall be set forth in Schedule "D", which is attached hereto and made a part hereof.
- e. The salaries of the Cafeteria Personnel shall be as set forth in Schedule "E", which is attached hereto and made a part hereof.
- f. All classroom teachers, the Guidance Counselor, Special Teachers and the School Nurse shall be paid in twenty semi-monthly installments as a normal course of action.
- g. The classroom teachers, Guidance Counselor, Special Teachers and School Nurse may individually elect to have ten (10%) per cent of their semi-monthly salary payments deducted by the Board Secretary. These funds shall be paid to the employee on the final payment in June. The afore-named employees who adopt this voluntary withholding must make application to the Board Secretary by the first working day September and January.

#### ARTICLE III. TEACHER AIDES

Teachers shall, except as otherwise hereinafter provided, have a duty-free lunch period as long as the students' lunch period. The teacher shall be relieved of direct supervision of the lunchroom and playground during the lunch period. The Board shall engage teacher aides for direct supervision of the lunchroom and playgrounds during the lunch period, but the teachers shall be available for assistance and consultation with the teacher aides in the event any question, matter, or problem arises during the lunch period. The assignment and scheduling of the teachers for this duty shall be determined by the Administrative Principal. In the event that such teacher aides are unavailable or absent, the teachers shall perform such duties as assigned and directed by the Administrative Principal as part of their regular school duties. The Board will use due diligence to obtain the services of said teacher aides.

ARTICLE IV. INSURANCE PROTECTION

- a. The Board will pay the full premium for each employee under the New Jersey State Benefit Plan for the following:
- Blue Cross-Blue Shield  
Rider J  
Major Medical
- b. In addition to the provisions of "a" above, the Board will pay fifty (50%) per cent of the cost of full family coverage.
- c. Employees are responsible for providing the Board's Secretary with required forms and data within the ten working days of their effective starting date of employment.

ARTICLE V. NEGOTIATIONS PROCEDURE

Upon written documentation received on or before October 1, 1970, the Board and Association will jointly initiate negotiations for the next school year (1971-72). The objective of these meetings will be to arrive at an agreement prior to the public adoption of the 1971-72 School Year Budget.

ARTICLE VI. GRIEVANCE PROCEDURE

The term "grievance" means a complaint by an employee of the Rochelle Park Board of Education that, as to him, there has been an inequitable, improper, or unjust application, interpretation or violation of a policy, agreement, or administrative decision affecting the terms and conditions of any employee. However, the term "grievance" shall not apply to any matter which a) a method of review is prescribed by law or State Board rule having the force and effect of law, or b) the Board of Education is without authority to act, or c) the complaint of a non-tenure teacher which arises by reason of his not being reemployed. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance. The employee making the complaint shall henceforth be referred to as the "aggrieved person".

Level I A grievance of an employee shall initially be presented orally to the Administrative Principal. Said oral presentation shall be made directly by the aggrieved person and/or designated representatives.

Level II If the Administrative Principal does not resolve the grievance to the satisfaction of the aggrieved person(s), he/they shall within five (5) school days present the grievance in writing to the Administrative Principal. His decision and reasoning for same in writing shall be submitted to the aggrieved person(s) and/or his designated representatives within five (5) school days.

Level III Should the aggrieved person(s) be dissatisfied with the decision of the Administrative Principal, he/they shall submit the grievance in writing to the Board Staff Relations Committee of the Board of Education of Rochelle Park.

Level IV The Board shall then take action with respect to the grievance. With ten (10) working days after the said Board Staff Relations Committee has submitted its report, the Board shall submit, in writing, its decision and the reasoning behind same, to the aggrieved person.

Level V Should the aggrieved person be dissatisfied with the decision of the Board at level IV, he shall within ten (10) days of said decision, be granted the privilege of appearing before the entire Board with his representative(s) in order that he might personally explain and clarify his position in respect to said grievance.

#### Miscellaneous

1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
2. 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 or reduced by mutual agreement.

ARTICLE VII. TEACHER RIGHTS

- a. Every teacher will be entitled to such rights as guaranteed by the U.S. Constitution, Federal laws and regulations, New Jersey State Constitution, New Jersey laws and statutes, the the rules and regulations of the State Board of Education.
- b. The Administrative Principal as agent for the Board is empowered to direct, discipline and guide the staff as part of his day-today responsibility. If a teacher feels that any of his rights are being unjustly violated, he may invoke steps of the grievance procedure outlined in Article VI.

ARTICLE VIII. SCHOOL CALENDAR

The right to establish a school calendar for the school district of Rochelle Park is the sole and absolute right and responsibility of the Board. A committee of the Board and the Administrative Principal shall consult with a committee of the Association prior to formal adoption of the calendar.

ARTICLE IX. PROFESSIONAL DEVELOPMENT

The Board encourages the staff to enhance their professional standing and thereby benefit the children of Rochelle Park by furthering their education with courses, workshops, seminars and in-service training sessions. The +30 steps in the salary guide are intended to be incentive steps to reimburse the teacher for these endeavors.

ARTICLE X. TEACHER DUTIES

All teachers shall report for work five (5) days prior to the opening of school for the children. Duties and assignments during the fiveday period shall be scheduled by the principal, which duties and assignments shall include, but not limited to, orientation, classroom, books and equipment preparation, first-semester planning, and scheduling. The said five-day period shall not commence prior to September 1, 1970. After school officially

closes for the students, all teachers shall report to school for the following three week-days. Duties and assignments during the three-day period shall be scheduled by the principal, which duties and assignments shall include checking textbooks returned, reviewing year's work, re-evaluation of teaching methods, and submitting new or revised course outlines. Notwithstanding anything to the contrary as above set forth, it is understood and agreed that all Teacher's employment contracts, whether under tenure or not, shall be from September 1, 1970 to June 30, 1971.

#### ARTICLE XI. ADVANCEMENT IN POSITION

In the event a position for advancement should be open in the school system, consideration will be given to qualified employees when filling this position. Advance notice of the new position will be given to all employees by the principal. It is understood, and agreed, however, that the Board of Education shall have the sole and exclusive right to make the final determination as to filling of said position, and the decision of the Board in this matter shall not be subject or a cause for invoking the grievance procedure.

#### ARTICLE XII. TEACHER EVALUATION

All teachers shall be evaluated by the Administrative Principal during the School Year, and the number and dates of evaluation shall be at the sole and absolute discretion of the Board. Nothing herein shall be construed to give the right of a non-tenured teacher who is not rehired to invoke the grievance procedure.

#### ARTICLE XIII. ABSENCE

Following each period of absence due to sickness, the employee may be required to submit a doctor's certificate verifying the cause and type of illness.



ARTICLE XIV. MEETINGS

In order to improve communication and aid in dissemination of information, meetings will be held after school hours by a committee of the Teachers Association and a committee of the Board at such time to be mutually agreed upon.

ARTICLE XV. GENERAL PROVISIONS

- a. This agreement is subject to the laws of the State of New Jersey and the decisions, rules and regulations of the State Board of Education and the decisions of the State Education Commissioner.
- b. There shall be no reprisals of any kind taken against any employee by reason of his or her membership in the Association.
- c. The Association agrees to take no action that will demean the process or will be contrary to the laws of the State of New Jersey pertaining to strikes, work stoppage or sanctions, or to take any other collective action to disable or impede the Board in the discharge of its statutory duties, and agrees that such action would constitute a material breach of this agreement.

ARTICLE XIV. DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1970 and shall continue in effect until July 1, 1971.

IN WITNESS WHEREOF, the Association has caused this agreement to be signed by its President, Secretary, Chairman of Negotiations Committee, and the Board has caused this agreement to be signed by its President, attested to by its Secretary, signed by the Chairman of Negotiations



Committee, and its corporate seal to be placed hereon, all on the date and year first written above.

Attest:

Henry J. Ross  
Henry J. Ross, Secretary

The Rochelle Park Board of Education

By Harmon Kokenull, Jr.  
President

Chairman, Board Negotiations  
Committee

The Rochelle Park Teachers Association

Attest:

Wallurga J. Barber  
Secretary

By Harriet Bass  
President

Celia A. Dinis

Chairman, Teachers Negotiations  
Committee

SCHEDULE A

Training Salary Scale 1970-71

Yrs Exp	BA	BA+30	MA	MA+30	Inc
0	7700	8100	8300	8900	—
1	8000	8400	8600	9200	300
2	8300	8700	8900	9500	300
3	8600	9000	9200	9800	300
4	8900	9300	9500	10100	300
5	9200	9600	9800	10400	300
6	9500	9900	10100	10700	300
7	9800	10200	10400	11000	300
8	10100	10500	10700	11300	300
9	10400	10800	11000	11600	300
10	10700	11100	11300	11900	300
11	11000	11400	11600	12200	300
12	11300	11700	11900	12500	300
13	11600	12000	12200	12800	300
15	12000	12500	13100	13700	

SCHEDULE B

SECRETARY AND ADMINISTRATIVE SECRETARY 1970-71

<u>Years Credited Experience</u>	<u>Secretary Annual Salary</u>	<u>Administrative Secretary Annual Salary</u>
1	\$ 4,000	\$ 4,500
2	4,200	4,700
3	4,400	4,900
4	4,600	5,100
5	4,800	5,300
6	5,000	5,500
7	5,200	5,700
8	-	5,900

Each secretary now employed by the Board shall, in addition to the regular increment as above provided, receive an annual six (6%) per cent cost-of-living increment, said increment to be computed by multiplying 6% times the secretaries' salaries for the year 1969-1970.

SCHEDULE C

SCHOOL NURSE

1970 - 1971

The salary of the School Nurse, Violet Carabetta, shall be \$7,515.00. This salary has been negotiated on the basis of the New Jersey State Nurses Guide.

SCHEDULE D

CUSTODIAL GUIDE

<u>Credited Years Experience</u>	<u>Step</u>	<u>Regular Custodian</u>	<u>Head Custodian</u>
0	1	\$ 4,800.00	\$ 5,600.00
1	2	5,000.00	5,800.00
2	3	5,200	6,000.00
3	4	5,400.00	6,200.00
4	5	5,600.00	6,400.00
5	6	5,800.00	6,600.00
6	7	6,000.00	6,800.00
7	8	6,200.00	7,000.00
8	9	*	7,200.00
9	10	*	7,400.00

Each custodian now employed by the Board shall, in addition to the regular increment as above provided, receive an annual six (6%) cost-of living increment, said increment to be computed by multiplying 6% times the custodian's salary for the year 1969-1970.

Vacation Policy: two weeks after one year, three weeks after five years.

\* Merit Increments

SCHEDULE E

CAFETERIA PERSONNEL 1970-1971

Mrs.. Crusius, Cafeteria Worker ( Manager annual salary for the school year 1970-71 shall be	\$ 5,400.00
Mrs. Isman, Cafeteria Worker: annual salary for the school year 1970-71 shall be	\$ 3,866.00
Mrs. Maryann Stone, Cafeteria Worker: annual salary for the school year 1970-71 shall be	\$ 3,000.00