

H-0281

12-58

CONTRACT AGREEMENT

1970-1971

SADDLE RIVER BOARD OF EDUCATION

&

SADDLE RIVER TEACHERS ASSN.

Article I

RECOGNITION

The Board hereby recognizes the Saddle River Education Association as the exclusive bargaining representative for the employees as herein defined.

The Board agrees not to negotiate with any organization seeking to represent the employees, other than that designated above, for the period covered by this agreement.

The Board of Education of Saddle River, hereinafter called the "Board", and the Saddle River Education Association, hereinafter called the "Association", desire to execute this contract covering those matters which, through good faith and negotiations, have been agreed upon.

GENERAL DEFINITIONS

- (a) The term, "Association" when used herein shall mean the Saddle River Education Association.
- (b) The term, "Board" means the Board of Education of Saddle River, and shall include its members, officers and agents.
- (c) The term, "Employee" means all certified

teaching personnel under contract with the Board, but excludes supervisory and executive personnel, auxiliary, substitute teachers, office clerical, maintenance and operating personnel.

- (d) The use of any masculine pronoun herein shall include the feminine counterpart and singular shall include plural.

Article II

SALARIES

Separate schedule.

Article III

NEGOTIATION OF SUCCESSOR AGREEMENT

Negotiations for 1971-72 contract begin not later than October 1, 1970.

Article IV

GRIEVANCE PROCEDURE

Definitions

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application,

interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

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 a method of review is prescribed by law, or by any rule, regulation, or by law of the State Commissioner of Education or the State Board of Education;
- (c) In matters where the Board is without authority to act;
- (d) In matters involving the sole and unlimited discretion of the Board;
- (e) 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.

The term "employee" shall mean any regularly employed individual receiving compensation from the Board but shall not include the superintendent, or any other employee excluded under General Definitions.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees' association or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the organization prevailing in this School District.

The term "party" means an aggrieved employee, his immediate superior,

the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

PROCEDURE

1. An aggrieved employee shall first discuss his grievance orally with the Superintendent of Schools within ten (10) calendar days of the occurrence complained of or within ten (10) calendar days after he would reasonably be expected to know of its occurrence in an attempt to solve the problem. If the problem is not resolved to the satisfaction of the employee within five (5) calendar days of such oral discussion, the employee shall then, within a period five (5) calendar days, file his grievance in written form with the Superintendent of Schools specifying:

- (a) The nature of the grievance;
- (b) The results of the previous decision;
- (c) The basis of his dissatisfaction with the determination.

Failure of the employee to act within said ten (10) calendar day period, shall be deemed to constitute an abandonment of the grievance which shall not thereafter be processed.

2. Within ten (10) calendar days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent

shall hold a hearing at which all parties in interest shall receive due notice and have the right to be heard.

3. Within ten (10) calendar days after said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and all other parties in interest, if there be any, of his determination.

4. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 2 and 3, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party, may within ten (10) calendar days of the failure of the Superintendent to act or within ten (10) calendar days of the determination by him, appeal to the Board for a review of the Superintendent's failure to act or his determination.

5. Where an appeal is taken to the Board, there shall be submitted by the appellant:

- (a) The writing set forth in Paragraphs 1 and 3, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party, if there be any.

6. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon the adverse party who shall have the right to reply thereto.

When the appellant desires a hearing by the Board, he shall incorporate such request in writing as part of his appeal for review, whereupon a hearing shall be held.

7. The Board shall make a determination within thirty (30) calendar days from the receipt of the appeal for review if no hearing is requested, or within thirty (30) calendar days after the hearing, if one is requested, and shall in writing notify the employee, and all parties in interest, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

8. In the event an employee is dissatisfied with the determination of the Board, he shall have the right to request advisory arbitration by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A request for advisory arbitration shall be made in writing no later than fifteen (15) calendar days following the determination of the Board. A copy of such request shall simultaneously be served upon the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

9. In any cases, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) calendar days of the issuance of said order, ruling or directive, or within ten (10) calendar days of the time when same has been brought to the employee's attention, by

filing with the Secretary of the Board, a written complaint setting forth:

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the complaint set forth above shall be served upon the Superintendent simultaneously who shall have the right to reply in writing there to. A copy of such reply shall be served upon the aggrieved employee.

10. Upon receipt of a grievance filed under the provisions of Paragraph 9, the procedure shall be as set forth in Paragraphs 6 and 7.

11. An employee processing a grievance, shall be subject to no restraint, interference, coercion, discrimination, or reprisal because such grievance has been processed.

12. In the presentation of a grievance, the employee shall have the right to represent himself or to designate a representative to appear with him at any step in his procedure. A minority organization shall not have the right to present or process a grievance.

13. Whenever the employee appears with a representative the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

14. All employees shall be entitled to resort to the full procedure hereinabove set forth.

15. Any suspension of a teacher pending charges shall be with pay.

Article V

Insurance

The present group insurance plan with Connecticut General will be amended as follows:

1. Daily hospital allowance raised to \$60.00 per day.
2. Other hospital expenses raised to unlimited with maximum of \$10,000.00

In all other respects, the present policy will be continued with its present coverages for the fiscal year 1970-71.

Total cost of coverage for the employee for the present group insurance plan will be paid by the Board. Dependent coverage will be paid for by the employee.

Article VI

Teacher Evaluation

All observations for teacher evaluation purposes are to be done by fully certified and qualified educational supervisors or administrators.

Teachers are to be given copies of his or her evaluations pertaining to teaching done within the Saddle River School System.

Teachers have the right to review their files periodically. This

review must confine itself to all materials related to Saddle River School experiences.

Article VII

Sabbatical Leave

Subject to the applicable New Jersey statutory provisions and any amendments thereto, the Board may grant sabbatical leave for study, including study in another area of specialization, for travel or other reasons of value to the school system providing:

1. No more than one (1) teacher be absent on sabbatical leave at a time and no such leave shall be granted more frequently than each year.

2. Request shall be received in writing by the Superintendent no later than January 1st; action to be taken no later than April 30th of the school year before commencement of the requested leave year.

3. The teacher has completed at least seven (7) consecutive full school years of service in the Saddle River School District.

4. The teacher shall agree to remain in the employ of the Saddle River School District for a period of not less than two (2) years following his return from sabbatical leave. In case of resignation within the two (2) years, the teacher shall refund to the Board such proportion of the salary paid during the leave as the unexpired proportion of two (2) years shall bear to said period of leave.

5. The teacher on sabbatical leave will be required to file periodic reports with the Superintendent every four (4) months).

Upon return, the teacher shall be entitled to advance to the guide step

which would be in force had no sabbatical leave been granted,
~~hereinafter referred to as the sabbatical leave policy~~, providing all requirements of the sabbatical
leave policy have been fulfilled satisfactorily in the judgment of the
Superintendent.

Seniority of service in the Saddle River School District will prevail
in case two (2) or more applications for sabbatical leave are received any
one (1) year.

The Board, upon the recommendations of the Superintendent, shall be
responsible for granting all leaves. Leaves shall only be granted for one
(1) full year and shall be paid at the rate of fifty (50%) percent of
the teacher's salary scale at the time the request has been granted for
sabbatical leave. Salary payments to a teacher on sabbatical leave will
be made along with the usual teacher salary payments during the school year
in which the sabbatical leave has been granted.

Article VIII

Sick Leave

All teachers shall be entitled to ten (10) sick leave days each school
year. Unused sick leave days shall be accumulated.

Article IX

Miscellaneous Provisions

Copies of this agreement shall be reproduced at the expense of the
Board within thirty (30) days after the agreement is signed and presented
to each teacher now employed or hereafter employed.

ARTICLE X

Temporary Leaves with Pay (within the School Year)

All leaves require approval of the Superintendent, and if possible, are to be presented to the Superintendent at least five (5) days before leave date. No leaves before or after a holiday, vacation or recess will be approved unless special circumstances prevail.

1. Up to four (4) days for religious holidays not now observed by school calendar.
2. Up to four (4) days for professional improvement. Request may originate from Superintendent or Teacher (workshop; visitation; inservice, etc.)
3. Up to four (4) days at one time for death in immediate family.
4. Two (2) days for emergency personal leave.

No leaves beyond those granted above, will be approved without permission of the Board of Education. To Board may grant additional days at the cost of substitutes pay or at no pay depending upon the reasons contained in the request for additional leave.

Article XI

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1970, and shall continue in effect until June 30, 1971. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

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 and attested to by its secretary, this _____ day of _____, 1970.

SADDLE RIVER EDUCATION ASSN.

By: _____
(President)

By: _____
(Secretary)

SADDLE RIVER BOARD OF EDUCATION

By: _____
(President)

By: _____
(Secretary)

WANDELL SCHOOL TEACHERS GUIDE
 5/20/70
 7800

STEP	EXPERIENCE	1A B.S.	1B B.S. + 30	2A MA	2B MA + 30
1	0	7800	8200	8400	8800
2	1	8100	8550	8800	9250
3	2	8400	8900	9200	9700
4	3	8700	9250	9600	10,150
5	4	9000	9600	10,000	10,600
6	5	9300	9950	10,400	11,050
7	6	9600	10,300	10,800	11,500
8	7	9900	10,650	11,200	11,950
9	8	10,200	11,000	11,600	12,400
10	9	10,500	11,350	12,000	12,850
11	10	10,900	11,800	12,400	13,300
12	11	11,300	12,250	12,950	13,900
13	12	11,900	12,850	13,550	14,500
14	13	12,550	13,450	14,150	15,100
		9 Steps @ 300	9 Steps @ 350	10 Steps @ 400	10 Steps @ 450
		2 Steps @ 400	2 Steps @ 450	1 Step @ 550	3 Steps @ 600
		1 Step @ 600	2 Steps : 600	2 Steps @ 600	
		1 Step @ 650			