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HILLSDALE BOARD OF EDUCATION
HILLSDALE EDUCATION ASSOCIATION
HILLSDALE, NEW JERSEY

AGREEMENT FOR 1972-73

NOT CIRCULATE

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~~ADOPTED MARCH 20, 1972~~
ADOPTED APRIL 17, 1972

ARTICLE I
RECOGNITION

The Hillsdale Board of Education, after examination of all signed authorization cards, hereby recognizes the Hillsdale Education Association as the exclusive negotiating representatives in accordance with the provisions of Chapter 303, New Jersey Public Laws of 1968, for all full-time Certificated Personnel under Contract, but excluding supervisory and executive personnel.

This recognition shall not impair the rights of any employee or group of employees under Section 19 Article I of the New Jersey Constitution.

ARTICLE II

GRIEVANCE PROCEDURE

Definition

A "grievance" shall mean a complaint by an employee of the Public School System that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of an established policy governing employees except that the term "grievance" shall not apply to:

- (a) any matter for which a method of review is prescribed by law; or
- (b) any rule or regulation of the State Commissioner of Education; or
- (c) a complaint of a non-tenure teacher which arises by reason of his not being re-employed.

The Board hereby declares as a statement of policy that any employee of the Board invoking the Grievance Procedure herein set forth shall be free from any prejudicial or punitive action by reason of invoking such procedure or by reason of Association activities.

A grievance to be considered under this procedure must be initiated by the employee within 30 calendar days of its occurrence, assuming the employee could reasonably be expected to do so.

Procedure

1. Any employee who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) 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, he shall set forth his grievance in writing to the principal 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 3 school days of receipt of the written grievance.

3. 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 attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The superintendent shall communicate his decision in writing to the employee and the principal.

ARTICLE II

4. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the superintendent of schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee and render a decision in writing within 20 calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

5. If the employee is dissatisfied with the decision of the Board of Education and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Teachers' Association, the employee or the Teachers' Association may request the appointment of a fact-finder, such request to be made known to the superintendent no later than two weeks after the decision, in writing, of the Board of Education was made known. Nothing in this Agreement shall prevent the Board and the Association from requesting fact finding on other items if mutually agreed upon.

The following procedure will be used to secure the services of a fact-finder:

- (a) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as a fact-finder in the dispute in question.

- (b) If the parties are unable to determine a mutually satisfactory fact-finder from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

- (c) If the parties are unable to determine, within 10 school days of the initial request for fact-finding, a mutually satisfactory fact-finder from the second submitted list, the American Arbitration Association may be requested by either party to designate a fact-finder.

The fact-finder shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the fact-finder shall only be advisory. Only the Board and the aggrieved and his representatives shall be given copies of the fact-finder's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the fact-finder hearings.

Costs

- (a) Each party will bear the total cost incurred by themselves.

- (b) The fees and expenses of the fact-finder are the only costs which will be shared by the two parties and such costs will be shared equally.

ARTICLE III

SALARIES

- A. Salaries for all full-time certificated personnel, exclusive of supervisory and executive personnel, shall be as set forth in this Agreement.
- B. Manner of Payment
1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 2. Employees may individually elect to have 5% or 10% of their monthly salary deducted from their pay. These funds, as provided in Chapter 310, Laws of 1966, shall be paid to a credit union, organized under the laws of this State or of the United States, the membership of which is limited to public employees. Written authorization for such deductions shall be made according to a standard contract form provided by the Hillsdale Board of Education.
 3. The staff will be informed of the pay schedule for the school year by the first pay period in September.

ARTICLE IV

TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to the following leaves of absence with full pay each school year:

- A. Five days for personal, legal, business, household or family matters which require absence during school hours. Application to the principal or immediate superior for personal leave shall be made at least two days before taking such leave except in the case of emergency. The applicant shall not be required to state reason for taking such leave other than he is taking it under this section.
- B. RELIGIOUS HOLIDAYS
Up to three days for religious holidays the observance of which prevents the teacher from working on said days, providing school is not officially closed on those days.
- C. PROFESSIONAL DAYS
1. Up to two days for the purpose of visiting other schools or attending meetings or conferences of an educational nature.
2. Absence initiated by the Administration or Board for teachers to attend meetings or conventions concerning school business shall not be credited to the above provision.
- D. MARRIAGE
Up to five days for the purpose of marriage and honeymoon.
- E. PATERNITY
Up to two days.
- F. DEATH IN IMMEDIATE FAMILY
Up to five days at any one time in the event of death of a teacher's spouse, child, children-in-law, parent, parent-in-law, sister, brother, sister or brother-in-law, or any other member of the immediate household.

ARTICLE IV

TEMPORARY LEAVES OF ABSENCE

G. DEATH OUTSIDE THE IMMEDIATE FAMILY

1. One day at any one time in the event of death of a relative. If death occurs at a distance, extended time for traveling may be granted with pay, less the established rate of substitute.
2. In the event of the death of a teacher or student in the school district, a representative number of teachers, such number to be at the principal's discretion, shall be granted time off to attend the funeral.

H. ILLNESS OR EMERGENCY IN IMMEDIATE FAMILY

The regular full-time employee shall be granted three (3) days' absence during any given school year without loss of pay. In addition, the school employee may claim two (2) additional days at the rate of salary less the established rate of substitute pay, during any school year for the same purpose. In no case will a salary allowance for absence due to illness in the immediate family be granted beyond the five (5) days during any school year.

I. MILITARY

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. This will be in accordance with statutory requirements.

ARTICLE IV

TEMPORARY LEAVES OF ABSENCE

J. SICK LEAVE

Leaves taken pursuant to this section shall be in addition to any sick leave to which the teacher is entitled under the law. Copies of applicable sections of Title 18A, New Jersey Statutes, will be provided in the Teachers' Handbook.

ARTICLE V

EXTENDED LEAVES OF ABSENCE

A. MILITARY

Any teacher who is inducted or enlists in any branch of the armed forces of the United States shall be granted a leave of absence, without pay, for the period of said induction or initial enlistment.

B. NON-MILITARY NATIONAL SERVICE

A leave of absence up to two years, without pay, shall be granted to any teacher who joins the Peace Corps, Vista, National Teacher Corps, or serves as a full-time participant in an exchange or overseas teacher program, or accepts a Fulbright Scholarship.

C. MATERNITY

1. A leave of absence without pay shall be granted upon written request of any teacher accompanied by the proper certification of pregnancy by the employee's physician.

The employee shall apply for a leave no later than six months previous to the expected date of normal birth of the child.

The employee must terminate employment no later than four months prior to the expected date of normal birth of the child. The return to duty will not be earlier than the succeeding school year.

Upon the recommendation of the superintendent, a teacher may leave at a later date or return at an earlier date than herewith provided.

ARTICLE V

EXTENDED LEAVES OF ABSENCE

C. MATERNITY (Continued)

2. Any female teacher adopting an infant may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for adoption.

The return to duty will not be earlier than the succeeding school year.

D. ILLNESS IN THE IMMEDIATE FAMILY

(Immediate family as defined in Article IV, F.)

A leave of absence without pay up to one year may be granted for the purpose of caring for a member of the teacher's immediate family.

Teachers on extended leaves of absence shall notify the Administration before February 1st of his desire to return effective September 1st.

Upon return from leave granted pursuant to the sections of this Article, a teacher shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided the time spent on leave was directly related to education as provided in Section B of this Article. The time spent on leave shall not count toward the fulfillment of time requirements necessary for acquiring tenure.

ARTICLE V

EXTENDED LEAVES OF ABSENCE

Teachers on leave will be eligible for continued group membership in medical coverage and other benefits to the extent permitted by contracts for such benefits. New benefits granted to teachers in the interim, excluding salary raises, shall be given to said teacher upon his return. The teacher shall be assigned to the same position he held at the time his leave commenced or, if said position is not available, to a substantially equivalent position.

ARTICLE VI

USE OF SCHOOL FACILITIES

- A. Representatives of the Hillsdale Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- B. The Association and its representatives shall be permitted to use school buildings at all reasonable hours for meetings on regular school days. Use of the buildings at other times will be subject to existing policy for "Use of School Facilities". The principal of the building in question shall be notified in advance of the time and place of all such meetings.
- C. The Association shall be permitted to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Board reserves the right to assess a charge for the use of excessive supplies.
- D. The Association shall be permitted to use the inter-school courier service and school mail boxes as it deems necessary. Materials will be distributed by the H.E.A. representatives.

ARTICLE VII
TEACHER ASSIGNMENT

Teachers will be given written notice of their tentative assignment to grade, and/or subject area, and building for the ensuing year on the date of issuance of contracts. In the event changes in assignment become necessary, the teacher or teachers affected will be notified in writing. Such teachers shall have the option of meeting with the Superintendent or his representative to discuss the changes involved. Final decision of assignment will remain the prerogative of the Superintendent.

ARTICLE VIII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1972 and shall continue in effect until a successor Agreement takes effect.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first written.

HILLSDALE EDUCATION ASSOCIATION

BY

Marie Scala
Its President

BY

Arlene Suss
Its Secretary

HILLSDALE BOARD OF EDUCATION

BY

HAROLD KEATES
Its President

BY

ANNA F. FELTEN
Its Secretary

HILLSDALE BOARD OF EDUCATION
HILLSDALE, NEW JERSEY

SCHEDULE A

TEACHERS' SALARY GUIDE 1972-73

Guide Step	B.A.	B.A.+15	B.A.+30	M.A.	M.A.+15	M.A.+30
1	\$ 8,650	\$ 9,075	\$ 9,495	\$ 9,705	\$10,235	\$10,760
2	8,970	9,445	9,865	10,115	10,645	11,180
3	9,310	9,835	10,255	10,550	11,075	11,625
4	9,695	10,225	10,645	10,980	11,510	12,065
5	10,085	10,615	11,035	11,415	11,940	12,510
6	10,475	11,005	11,425	11,845	12,375	12,955
7	10,865	11,395	11,815	12,280	12,805	13,395
8	11,260	11,785	12,205	12,710	13,240	13,840
9	11,690	12,195	12,615	13,165	13,690	14,315
10	12,120	12,605	13,030	13,620	14,145	14,785
11	12,555	13,020	13,440	14,070	14,600	15,260
12	12,985	13,430	13,850	14,525	15,050	15,740
13	13,420	13,840	14,265	14,980	15,505	16,210
14	14,055	14,475	14,895	15,560	16,090	17,110

Non-Degree

Top \$13,315

Adopted: March 20, 1972

INTEGRAL ASPECTS OF THE SALARY GUIDE

1. A satisfactory rating by the administrative staff each year is essential for an increase to be granted.
2. Evidence of continued professional growth in each three-year period, beginning July 1, 1968 will be required, ie: a third increment will not be granted to a teacher who does not present evidence of such activity.

ASSOCIATED POLICY

1. Recognition of interim stages of professional study.
 - a. A "B" average will be required for salary credit in the B.A.+15 or 30, and M.A.+15 or 30 columns.
 - b. Contracts will be issued prior to April 30th for the ensuing year on the basis of credits employee anticipates by September 1. Evidence that such credit status has been achieved must be submitted during the first week of September. In the absence of such evidence, salary will be adjusted to reflect previous guide preparation position.

Notice of assignment will accompany contractual offer, subject to Article VII.
 - c. The following credits will be recognized for salary purposes:
 1. Graduate courses from accredited colleges.
 2. The "Child Development" courses sponsored by the State of New Jersey with their recommended credit value, taken subsequent to September 1, 1972.
 3. College courses on the undergraduate level, if requested by the administration, but only on the +15 and +30 columns of the salary guide.

2. Evidence of continued professional growth.

Criteria of professional development as approved for 1968-69. Any change of criteria to be approved by the H.E.A. and Board of Education.

3. "Mid-year hires" will be evaluated during the first full year of employment and a teacher will be informed prior to issuance of the third contract whether the partial year will be credited as a full year of experience beginning with the third contract.

The Superintendent shall have the option of recommending full credit of one year toward the second contract for any teacher hired prior to February 1.

ASSOCIATED POLICY (continued)

4. The Board will continue to pay the full premium for individuals and dependents in the Major Medical Insurance Plan. The Board will continue to pay the full premium for the individual in the Hospital Service Plan, and starting with July 1, 1969, the Board will pay $\frac{1}{2}$ the premium for dependents according to the type of enrollment for those who are enrolled in the Board's Group Plan for Blue Cross, Blue Shield, and Rider "J".

Starting with July 1 for the school year 1973-74, the Board will assume 100% cost of premiums for the employee and dependents under the Board's Group Plan for Blue Cross, Blue Shield and Rider "J".

5. Sabbatical Leave

The Board accepts the concept of Sabbatical leave as capable of promoting professional growth. The Board agrees to fund one Sabbatical on the basis of a full year at half salary or a half year at full salary for 1973-74.

6. The parties agree that the Grade Level Chairmen and Department Chairmen shall be compensated an extra \$100.00 per person above the salary schedule position during the year in which they serve in that capacity.

HILLSDALE BOARD OF EDUCATION

SCHEDULE B

NURSES' SALARIES

Nurses re-employed for 1972-73 will receive a 5.5% increase in salary.

A satisfactory rating by the administrative staff each year is essential for an increase to be granted.

HILLSDALE BOARD OF EDUCATION

BOARD POLICY REGARDING NEGOTIATIONS

The Hillsdale Board of Education will continue its policy of negotiating in good faith with recognized representatives of the professional staff of the Hillsdale Schools regarding terms of employment in accordance with all applicable laws and regulations of the State of New Jersey.

1. INITIATION OF MEETINGS

Such negotiation meetings may be initiated at the request of either party in writing. The date must be agreeable to both parties.

2. AGENDA

Each party shall submit any proposed agenda items they wish to discuss to all representatives of the negotiating bodies, at least three school days prior to the meetings. This may be done through their respective presidents.

3. RECORD OF PROCEEDINGS

A record shall be kept of action and recommendations. Copies of said records will be furnished to all participants for approval as to accuracy. These minutes are for information purposes only and are not to be considered as public record. This responsibility will alternate between the two groups.

4. COMMUNICATION

A response will be made within seven school days to all communications requesting an answer.

5. AMENDMENTS

When a mutually acceptable amendment to this policy is negotiated by the parties, it shall be reduced to writing, signed by the Board and the Association, and adopted by the Board.

HILLSDALE BOARD OF EDUCATION

BOARD POLICY

DISMISSAL OF NON-TENURE TEACHERS

All nontenure teachers who are not to be rehired by the Board for the next school year will be so notified in writing prior to the public Board meeting immediately preceding the spring recess.

UNSAFE AND HAZARDOUS CONDITIONS

All conditions considered unsafe or hazardous shall be reported in writing to the building principal who shall follow proper channels in resolution of the problem. A form suitable for the recording of such request shall be provided by the Board of Education and a written reply on action to be taken shall be forthcoming.

SCHOOL CALENDAR

Procedure for developing a school calendar shall include the following:

1. The H.E.A. will be given the opportunity to propose specific considerations in school calendar development.
2. Such proposals will be presented by the Superintendent to the Superintendent's Council of the Pascack Area Special Education Council.
3. The proposed calendar as developed by the Superintendent's Council will be relayed to the H.E.A.
4. The Superintendent will report recommendations of the H.E.A. when he recommends a calendar for Board adoption.