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June 21, 1971

PROFESSIONAL AGREEMENT

between

RIVER EDGE TEACHERS ASSOCIATION

and

BOARD OF EDUCATION

BOROUGH OF RIVER EDGE

NEW JERSEY

COVERING THE PERIOD

July 1, 1971 thru June 30, 1972

THIS BOOK DOES
NOT CIRCULATE

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June 21, 1971

A G R E E M E N T

In consideration of the mutual covenants hereinafter set forth, it is hereby agreed by and between the Board of Education of the Borough of River Edge, New Jersey, hereinafter referred to as the "Board", and the River Edge Teachers Association, hereinafter referred to as the "Association", as follows:

ARTICLE I Recognition

1.1 The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all certified personnel employed under a contract with the Board on a full-time or part-time basis, including:

Classroom Teachers
Reading Teachers
Art Teachers
Music Teachers
F.L.E.S. Teachers
Physical Education Teachers
Librarians
Nurses
Psychologists
Social Workers

but excluding:

Superintendent
Principals
Secretary to the Board

- 1.2 Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.
- 1.3 The parties agree that the Board of Education reserves all rights, authority and responsibilities, in accordance with applicable laws and regulations, not otherwise affected by the provisions of this Agreement.

ARTICLE II Grievance Procedure

2.1 Definitions

A grievance shall mean 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 adminis-

trative decision affecting said employee. However, the term "grievance" shall not apply to any matter (a) which is a complaint of a non-tenure teacher arising by reason of his not being re-employed, (b) in matters where the Board is without authority to act, and (c) neither shall the grievance procedure be invoked by any individual claiming tenure under the provisions of R.S. 18A:28-5 where charges have been brought against such individual pursuant to the provisions of the Tenure Employees Hearing Law, R.S. 18A:6-10, et seq. In such cases, the procedure to be followed shall be that set forth in R.S. 18A:6-10, et seq.

Where a method of review is prescribed by law, an employee shall have the right to invoke the grievance procedure up to the hearing before the Board of Education, and upon a determination being made by the Board, the procedure thereafter to be by petition filed with the Commissioner of Education.

The term "employee" shall mean any regularly employed individual, receiving compensation from the Board but shall not include the Superintendent, Principals, or the Secretary to the Board.

The term "representative" shall include the River Edge Teachers Association or any person designated by the River Edge Teachers 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 Table of 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.

2.2 Purpose

Any individual employee shall have the right to present a grievance affecting him. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his grievance. He shall have the right to present his own grievance or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance. 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.

2.3 Procedure

An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

A. Level One

Any employee who has a grievance shall discuss it orally with his immediate superior (Supervisor or Principal) in an attempt to resolve the matter on an informal basis. Where the immediate superior is below the rank of Principal, the Principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) days of said hearing.

B. Level Two

If, as a result of the informal discussion with the Principal, the grievance is not resolved to the employee's satisfaction within five (5) school days, the employee shall set forth his complaint in writing to the Superintendent specifying:

- I. The nature of the grievance
- II. The nature and extent of the loss, injury, or inconvenience
- III. The results of the previous discussion
- IV. The basis of his dissatisfaction with the decision previously rendered.

A copy of the employee's writing to the Superintendent shall be furnished to the Principal and to the immediate superior of the aggrieved.

C. Level Three

Within ten (10) 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 concerned shall have the right to be heard. The Superintendent shall, within ten (10) days of said hearing (unless a different period is mutually agreed upon), communicate his decision in writing to the employee and his representative, if there be one, and shall forward a copy of said decision to the Principal and to the immediate superior of the aggrieved employee.

D. Level Four

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board. 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, such request by the employee to be made within ten (10) days of the failure of the Superintendent to act or within ten (10) days of receipt of the decision of the Superintendent. The Board, or a committee thereof, shall review the grievance, hold a hearing with the teacher if requested by the teacher, and render a decision in writing setting forth its reasons to the teacher, his representative if there be one, the Superintendent, and the Principal within thirty (30) calendar days (unless extended by mutual agreement of the parties) from the receipt of the grievance.

E. Level Five

If the employee is dissatisfied with the disposition of his grievance at Level Four, he may request of the Board that his grievance be submitted to arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Law of 1968, on or no later than fifteen (15) days following the receipt of the decision of the Board. Failure to file within said time period shall constitute a bar to such arbitration (unless the time period within which to assert such a demand is extended by mutual agreement of the aggrieved employee and the Board).

I. Within ten (10) school days after such request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the American Arbitration Association to appoint an arbitrator.

II. The arbitrator shall confer with representatives of the Board and of the Association and shall proceed with a hearing and submit a written report in the shortest time possible setting forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be advisory only to the Board and the Association.

III. The costs for the services of the arbitrator, including per diem expenses 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 expenses incurred shall be paid by the party incurring same.

IV. If time is lost by any teacher due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute; the time lost by the teacher must either be without pay or charged to personal time; however, if the arbitrator subpoenas a teacher to attend the arbitration proceedings as a witness, this teacher shall not suffer loss of pay.

F. Miscellaneous

In the event a grievance should be filed by any employee who is not subject to the jurisdiction of any Principal or who may be answerable to more than one principal, he (a) shall discuss his grievance initially with the Superintendent, and (b) if dissatisfied with the determination of the Superintendent, may appeal to the Board as outlined in Level Four. The employee shall file with the Secretary of the Board his complaint in writing specifying:

- I. The order, ruling, or determination complained of
- II. The basis of the complaint
- III. A request for a hearing if a hearing is desired

A copy of the writings set forth by the employee shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of the Superintendent's reply shall be served upon the aggrieved employee.

- 2.4 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 2.5 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.
- 2.6 It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 2.7 In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, or if it is filed after the end of the school year, then the time limits shall be established by counting the weekdays following the end of the school year as school days.
- 2.8 All employees covered by this Agreement shall be entitled to the full procedure hereinabove set forth.

ARTICLE III
Salaries

3.1 Teachers' Salary Guide

<u>Step</u>	<u>Pre-Degree</u>	<u>BA</u>	<u>MA</u>	<u>MA +30</u>
1		\$ 8,300	\$ 9,300	\$ 10,300
2		8,600	9,600	10,600
3		8,900	9,900	10,900
4		9,200	10,200	11,200
5		9,500	10,500	11,500
6		9,800	10,800	11,800
7		10,100	11,100	12,100
8		10,500	11,500	12,500
9		11,000	12,000	13,000
10		11,500	12,500	13,500
11		12,000	13,000	14,000
12		12,500	13,500	14,500
13		13,000	14,000	15,000
14	13,250*	13,500*	14,500	15,500
15			15,000	16,000

Note: *The Pre-Degree category will be abolished as of July 1, 1972, hence, the Board agrees that parity for all employees covered by this Agreement will be attained in the 1972-73 Contract.

- 3.2 Request for and proof of any change in a teacher's placement on the salary guide shall be his responsibility. Changes will be made retroactive to the first day of the month succeeding actual completion of MA degree or MA +30 requirements back from date of submission of request.
- 3.3 Equivalency credit up to 10 credits of 30 credits will be given to all teachers who satisfactorily complete approved workshops (such as M.S.S.C., Mathematics Institute, N.O.E.A., or Bergen County English Association). In order to receive such credit, the teacher must obtain the Superintendent's written approval for the program before he begins the workshop.
- 3.4 The term "credit", as used herein, shall mean one full semester credit.
- 3.5 The Board will provide 25% payment of costs for credits that are satisfactorily completed by a teacher at any time during the period covered by the terms of this Agreement. The teacher must first obtain the Superintendent's written approval for all courses taken for which the teacher seeks reimbursement.

3.6 Nurses' Salary Guide

Nurses' salaries will be based on the Teachers' Guide, BA level, times .78.

Step

1	\$ 6,474
2	6,708
3	6,942
4	7,176
5	7,410
6	7,644
7	7,878
8	8,190
9	8,580
10	8,970
11	9,360
12	9,650
13	10,140*
14	10,530*

Note: *Each nurse on levels 13 and 14 above will attain parity in the 1972-73 Contract.

- 3.7 Physical Education teachers who conduct extra activities, commonly known as "after school activities", for pupils shall be compensated \$500 each for the school year in addition to his salary on the guide.
- 3.8 Every attempt will be made by the Board and the Superintendent to provide substitute teachers for special teachers (art, music, physical education, F.L.E.S) when they are absent.
- 3.9 Salary checks will be issued to all employees on the 15th and last day of every month, September through June, whenever possible except when these are non-working days. In the latter case, checks will be issued on the last working day preceding the regular pay day.

ARTICLE IV
Leaves of Absence

4.1 Short Term Leave of Absence

A. No Deduction of Salary

I. Personal Illness

a. Employees covered by this Agreement shall be entitled to ten (10) sick leave days per year. Illness is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by medical authority on account of a contagious disease, or being quarantined for such a disease in the immediate household.

b. All sick leave days not taken while employed in the River Edge School District shall be cumulative from

year to year with no maximum limit.

- c. Teachers shall be entitled to a written accounting of their accumulated sick leave days at any time upon written request.
- d. Emergency Sick Leave. Employees covered by this Agreement may receive, at the discretion of the Board, based upon individual considerations in each case, extended sick leave in case of major illness.
- e. Compensation for Emergency Sick Leave. Wherever any employee has exhausted all accumulated sick leave, together with the ten (10) days allocated for any individual year, and has furnished to the Board a Physician's Statement that said sickness required continued absence of said employee, then said employee shall, commencing with the 4th day following the exhaustion of all accumulations of sick leave, be granted additional compensation calculated on the basis of the employee's day's salary less the rate of compensation then being paid by the Board to substitute teachers. A day's salary is defined as 1/200th of the annual salary.

II. Personal Business

- a. For personal business, subject to prior application to the Principal and approval by the Superintendent when possible, two (2) days each year will be granted.
- b. An employee may utilize personal days (1) without explanation of the specific reason for such utilization and (2) at any time he deems the use of a personal day to be necessary.
- c. Upon exhaustion of the two personal leave days, additional personal days may be granted each school year at the discretion of the Superintendent, provided specific reasons are stated in the application for each day.

III. Death in Immediate Family

For a death in the immediate family, a period of absence will be granted as warranted by the individual circumstances to be determined by the Superintendent. "Immediate family" will include mother, father, brother, sister, son, daughter, wife, husband, mother-in-law, father-in-law, or any other relative living with the teacher as a permanent member of the family. Cases of an unusual nature, not covered by this regulation, will be resolved by the Superintendent.

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B. Deduction for Substitute's Pay

I. Emergency Sick Leave

See Paragraph 4.1 A I e for provisions that apply.

II. Court Action

In case of absence from duty in response to a legal summons or a subpoena to be a witness in an action in which the teacher is not involved, the amount of the witness fee shall be deducted from the salary of the teacher and applied to the substitute's pay.

4.2 Extended Leave of Absence, Except MaternityA. Qualification

Except for those drafted into military service, all teachers will be eligible for extended leaves of absence, at the discretion of the Board.

B. Application

Any teacher desiring an extended leave of absence, for any reason, shall submit a written request to the Board through the office of the Superintendent of Schools. Such a request shall contain the proposed dates of absence from school and the reason for the request.

C. Personal Illness

The application shall be accompanied by a physician's certificate attesting to the need for such absence. Return to the school system must be requested in writing and accompanied by a physician's certificate attesting to the fitness of the teacher to resume his assigned duties. The Board of Education may, whenever it deems advisable, require a physician's statement attesting to the illness of the teacher or may direct the school physician to make a physical examination of any teacher who is absent because of personal illness.

D. Military Service

Teachers employed in this district who are drafted for military service are subject to placement, upon discharge, according to State and Federal laws.

4.3 Maternity Leave of AbsenceA. Separation from System

A teacher who becomes pregnant must leave the school system not later than the last day of the fifth month of her pregnancy and before that time if she is physically unable to adequately perform her work. A special and specifically limited extension of up to three (3) calendar weeks may be granted by the Board on recommendation of the Superintendent of Schools. (Only tenure teachers will be granted a leave of absence.

B. Notification

All teachers are to notify the administration in writing of their pregnancy upon their knowledge of this condition.

- C. Adoption of an Infant
Any female teacher on tenure, adopting an infant child, shall receive similar (maternity) leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
- D. Duration of Leave
The Board will grant to any regular tenure staff member a leave of absence without pay for maternity upon written request for such a leave, and upon proper certification of her condition by a physician. Such leave of absence shall terminate one year from the date of the birth of the child, and may be renewed at the discretion of the Board. The written request must be filed with the administration not more than one month after pregnancy has been determined.
- E. Return
Return to the system shall take place in September of the school year immediately following the termination of the leave period. Specific permission to rejoin the staff at a different time may be granted by the Board on recommendation of the Superintendent of Schools.
- F. Interrupted Pregnancy
If a pregnancy, for which a maternity leave has been granted, is interrupted, the teacher will carry out the term of the originally granted leave and return to the system in September of the following school year. In the event that a modification of this ruling would be in the best interests of all concerned, an exception may be made by the Board, as to the time of return, on the recommendation of the Superintendent and upon certification by a physician that the teacher is in good health and in a fit condition to serve.

ARTICLE V
Health Insurance

- 5.1 The Board shall provide for any employee covered by this Agreement, or his immediate dependents who may elect to be covered thereunder, the following health care insurance:
- A. Connecticut General Comprehensive Plan
 - B. Major Medical
- 5.2 The Board shall pay 100% of the premium for individual employee coverage, and 100% of the premium for dependent coverage, not to include Rider J equivalency.
- 5.3 Coverage shall be for a twelve (12) month period commencing July 1st. However, a coverage shall terminate as of the effective date the employee leaves the system, unless the employee shall leave at the end of the normal school year.

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- 5.4 The Board, at its option, may extend the term of Article V beyond the term of this agreement. However, the type of insurance coverage once agreed upon shall be changed only by mutual consent of the Board and the Association.
- 5.5 In the event any employee shall be covered by other insurance which may be paid for by the employee or someone else on his behalf, the fact of said coverage shall not entitle said employee to receive a cash payment in lieu of premium by virtue of said coverage.

ARTICLE VI
School Calendar

- 6.1 A. The Board shall confer with the Association and seriously consider recommendations for preparation of the School Calendar.
- B. The willingness of the Board to confer with the Association in the matter of preparation and adoption of the School Calendar shall not grant to the Association the right to file a grievance should the Association desire a different calendar to be adopted, it being covenanted and agreed by and between the parties that the determination by the Board in this matter shall be final and binding and no grievance may be filed in connection herewith.
- 6.2 Dismissal of all pupils at 1 p.m. shall be in effect on days when mid-term conferences with parents are scheduled.
- 6.3 Dismissal of all pupils at 1 p.m. shall be in effect on one (1) day each month for the purpose of conducting individual school or school-wide faculty meetings during this day.
- 6.4 One (1) full day during which pupils will not be in attendance shall be provided in the school year for a school-wide professional workshop. All classroom and special teachers, librarians, nurses, psychologists, and social workers shall be in attendance at said workshop.
- 6.5 Schools will be closed during the days of the N.J.E.A. Teachers' Convention and pupils and teachers will not be required to be in attendance.

ARTICLE VII
Professional Evaluations

- 7.1 Each evaluation will be reviewed with the teacher by the administrator before insertion into the teacher's personnel file.
- 7.2 The evaluation report shall bear the date of review and shall be initialed by the teacher and the administrator.

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- 7.3 A teacher shall have the right, upon request, to review the contents of his personnel file containing his evaluations in the Principal's office.
- 7.4 A standing committee consisting of teachers and administrators shall be established by the Superintendent and the Association jointly for the purpose of devising criteria to be considered by the Board of Education in the evaluation of teachers.

ARTICLE VIII

Administrator-Faculty Liaison

- 8.1 A liaison committee of teachers shall be established by the Superintendent and the Association for each school building for the purpose of considering teacher recommendations and suggestions for improving the ongoing academic program and channeling said recommendations and suggestions to the building Principal and/or the Superintendent.

ARTICLE IX

Books and Other Instructional Materials and Supplies

- 9.1 Teachers purchasing materials and/or supplies with the advance approval of the Administration shall be reimbursed upon submission of an appropriate receipt of purchase.
- 9.2 Teachers shall make recommendations for the selection of text books and other instructional materials.

ARTICLE X

Teacher Assignments

- 10.1 The Board shall formally notify all non-tenure teachers of their contract status for the ensuing year, between April 1st and 15th of the current year. The teacher in turn shall formally notify the Board by April 30th of the current year of his intention regarding renewal of said contract.
- 10.2 Teachers shall be presented with tentative teaching assignments for the next school year on or before the first day of April and again one week before the end of the school year if any changes were made in the tentative schedule.

ARTICLE XI

Teacher Handbook

- 11.1 Teachers' Benefits
The privileges and benefits contained in the Handbook under the section entitled "Board Policies Re: Teachers" which are not inconsistent with this Agreement are hereby incorporated herein as though set forth at length.

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11.2 Revision

In connection with any revisions of the Handbook, the Board shall confer with the Association and said Book shall not be revised until after the Board has conferred with the Association. The willingness of the Board to confer in this respect, however, shall not grant to the Association the right to file a grievance in the event the Association desires matters to be incorporated in said Handbook, which the Board does not desire to incorporate therein. It is covenanted and agreed by and between the parties that the determination by the Board in this matter shall be final and binding and no grievance may be filed in connection therewith.

ARTICLE XII

Miscellaneous Provisions

- 12.1 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by receipted copy of hand delivered letter, by return receipt certified mail or by telegram to the following addresses:
- A. If by the Association to the Board, to:
c/o Secretary to the Board of Education, School District of the Borough of River Edge, Cherry Hill School, 410 Bogert Road, River Edge, New Jersey 07661
 - B. If by the Board to the Association, to:
President, River Edge Teachers Association, Cherry Hill School, 410 Bogert Road, River Edge, New Jersey 07661.
- 12.2 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.
- 12.3 The Association's representatives and the Administration shall meet periodically during the school year to review and discuss current school programs and practices and the administration of this Agreement.
- 12.4 Copies of the Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed and, hereafter, employed.

ARTICLE XIII

Duration of Agreement

- 13.1 This Agreement shall be effective as of July 1, 1971 and shall continue in effect until June 30, 1972. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

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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, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

RIVER EDGE TEACHERS' ASSOCIATION

RIVER EDGE BOARD OF EDUCATION

By S/Stephen Toth
President

By S/Robert C. Michel
President

Attested S/Kathleen Maree'
Secretary

Attested S/Chester Czuba
Secretary

