

4-0218
02-57

Agreement

between the

**Saddle Brook
Board of Education**

and the

**Saddle Brook
Education Association**

for the

SCHOOL YEAR 1972-73

Saddle Brook, New Jersey

AGREEMENT

between the

SADDLE BROOK BOARD OF EDUCATION

and the

SADDLE BROOK EDUCATION ASSOCIATION

for the

School Year – 1972-73

Saddle Brook, New Jersey



CONTENTS

Article		Page
	— Preamble	3
I	— Recognition	4
II	— Negotiation of Successor Agreement	4
III	— Grievance Procedure	5
IV	— Teaching Hours and Teaching Load	6
V	— Teacher Employment Agreement	7
VI	— Salaries	9
VII	— Insurance Protection	12
VIII	— Teacher Administration Liaison	12
IX	— Withholding of Increments	12
X	— Duration of Agreement	13

PREAMBLE

This Agreement entered into this 8th day of February, 1972 by and between the Board of Education of the Township of Saddle Brook, New Jersey, hereinafter called the "BOARD", and the Saddle Brook Education Association, hereinafter called the "ASSOCIATION".

WITNESSETH

WHEREAS, the Board and the Association recognize and declare that providing education for the children of the Saddle Brook School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching service, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I – RECOGNITION

- A.** The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certificated personnel, whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, including: all classroom teachers, department chairmen, learning disabilities personnel, psychologists and social worker, guidance personnel, nurses, librarians, and full-time supplemental teachers
but excluding: Superintendent of Schools, Principals, and Vice Principals.
- B.** 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.

ARTICLE II – NEGOTIATION OF SUCCESSOR AGREEMENT

- A.** The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968 in a good-faith effort to reach agreement of all matters concerning the terms and conditions of teachers’ employment. Such negotiations shall begin not later than October 15 of the calendar year preceding the calendar year in which this Agreement expires.
- B.** The Board shall make available to the Association for inspection all pertinent records, data, and information concerning the Saddle Brook School District.
- C.** 1. Representatives of the Board and the Association’s negotiating committee shall meet upon request, at a mutually agreed time, for the purpose of reviewing the administration of the Agreement, and to resolve

problems that may arise. These meetings are not intended to bypass the grievance procedure.

2. All meetings between the parties shall be regularly scheduled, whenever possible, to take place when the teachers involved are free from their assigned instructional responsibilities, unless otherwise agreed.

ARTICLE III – GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is a claim by a teacher or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a teacher or group of teachers.

2. Aggrieved person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in interest

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated should be considered as maximum and every effort should be made to expedite the process.

2. In the event a grievance is filed at a time which, if left unresolved for the indicated periods of time, could result in irreparable harm to a party in interest, the time limits shall be reduced so that the grievance procedure may be exhausted as soon thereafter as is possible.

3. If, as a result of discussion with the principal, a matter is not resolved to the satisfaction of the aggrieved employee, he shall set forth his complaint in writing to the principal with a copy to the Superintendent. The principal shall communicate his decision to the employee with a copy to the Superintendent in writing within five school days of the receipt of the written complaint.

4. The professional employee may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing with a copy to his principal and must set forth the grounds upon which the complaint is based. The Superintendent will attempt to resolve the matter as expeditiously as possible, but within a period not to exceed ten school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the professional employee.

5. If the matter is not settled after reaching the Superintendent of Schools, it may be referred to the PR&R Committee of the Association for consideration. The committee shall make a determination as soon as possible, but within a period not to exceed ten school days.

6. If the PR&R Committee determines that the complaint has or may have merit, it shall recommend that the complaint be heard by the Board.

However, the aggrieved party shall have the option of directly appealing to the Board, or requesting advisory arbitration prior to any such hearing before the Board.

ARTICLE IV – TEACHING HOURS AND TEACHING LOAD

- A.** 1. The practice in the high school of teachers indicating their presence for duty by placing initials in the appropriate column of the faculty "sign-in" roster shall be uniformly applied.
- B.** 1. All teachers shall have a duty-free lunch period.
 - 2. The present lunch period for pupils in the elementary school is sixty (60) minutes. Teachers shall have a daily duty-free lunch period of at least fifty-five (55) minutes.
 - 3. The present lunch period for pupils in the senior high school is forty-five (45) minutes. Teachers shall have a daily duty-free lunch period of at least forty (40) minutes.
- C.** The present policy that teachers may leave the building without requesting permission during their scheduled duty-free lunch periods, and during their preparation periods on pay days, after notifying the principal, shall be uniformly applied.

- D. 1. The practice of using a regular teacher as a substitute thereby depriving him of his preparation period is undesirable and shall be discouraged. In those cases where regular substitutes are not available, regular teachers who volunteer may be used as substitutes during their non-teaching time. In the absence of volunteers a teacher may be assigned to serve as substitute. Volunteers and assigned teachers shall be paid five dollars (\$5.00) per hour or major portion of an hour, "and \$2.50 for ½ hour (30 minutes). Total coverage for one school day shall not exceed \$30.00." The above practice shall be uniformly applied.
- 2. Such coverage shall be arranged by the principal of the school in question and shall be distributed as equitably as possible among the teachers in said school.
- E. 1. The Board and the Association agree that extra-curricular activities are educationally worthwhile.
- 2. Teacher participation in extra-curricular activities which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated in accordance with an agreed upon schedule.
- 3. Field trips shall be scheduled and implemented in a manner which shall be mutually agreed upon by the teachers participating in them. Written permission for field trips shall be obtained from the superintendent to guarantee insurance coverage as a school sponsored activity.

**ARTICLE V – TEACHER EMPLOYMENT
AGREEMENT**

- A. The Board agrees to hire only certificated teachers holding standard certificates issued by the New Jersey State Board of Examiners for every teaching assignment.
- B. 1. The maximum credit granted for combined past teaching and armed service experience is ten (10) years.
- 2. The maximum credit for armed service experience is four (4) years.

3. A beginning inexperienced teacher will be granted a maximum of two (2) years armed service experience the first year of teaching in Saddle Brook. An extra increment will be granted each successive year for each additional year of armed service until the maximum of four (4) years has been reached. The same provisions shall apply to service in the Peace Corps, Vista or National Teacher Corps and, time spent on a Fulbright Scholarship.

4. An additional five hundred dollars (\$500) will be paid to persons with eighteen (18) years or more service in Saddle Brook.

C. Previously accumulated unused leave days shall be restored to all returning teachers.

D. 1. Non-tenure teachers shall be advised by April 15th of the intention of the Board not to rehire.

2. So far as is practicable, a teacher shall be advised of a change in his subject or grade placement before he leaves for his summer vacation.

E. REIMBURSEMENT FOR GRADUATE COURSES

The Board agrees to reimburse teachers taking graduate courses which have been approved by the Superintendent of Schools at the following rate:

Fifteen (\$15) per credit to a maximum of six (6) credits during a given year.

The Superintendent must be in receipt of an official transcript of course completion before payment is made to the teacher.

ARTICLE VI – SALARIES

The salaries of all teachers covered by this Agreement are set forth below:

SALARY GUIDE

Experience	BA	BA+15	MA	MA+15	MA+30
0	8550	8850	9250	9650	10050
1	8850	9150	9550	9950	10350
2	9150	9450	9850	10250	10650
3	9450	9750	10150	10550	10950
4	9750	10050	10450	10850	11300
5	10100	10400	10800	11200	11650
6	10450	10750	11150	11550	12000
7	10800	11100	11500	11900	12350
8	11150	11450	11850	12250	12750
9	11550	11850	12250	12650	13150
10	11950	12250	12650	13050	13550
11	12350	12650	13050	13450	13950
12	12800	13100	13500	13900	14400
13	13250	13550	14000	14400	14900
14			14500	14900	15400
15					15900

Those teachers who have been on a maximum step for at least one (1) year shall receive the following adjusted salaries:

13	13550	13870			
14			14890	15315	
15					16385

Guidance personnel shall be paid in accordance with the teacher salary guide and shall receive an additional stipend of \$200.

The salaries of all coaches covered by this Agreement are set forth below:

	1	2	3	4	5
Football					
Head	873	966	1059	1153	1246
Ass't.	530	624	717	811	
Basketball					
Head	841	935	1028	1121	1216
Ass't.	530	624	717	811	
Wrestling					
Head	592	686	779	873	1013
Ass't.	405	534	592	686	
Baseball					
Head	592	686	779	873	966
Ass't.	405	534	592	686	
Track					
Head	592	686	779	873	966
Ass't.	405	534	592	686	
Soccer					
Head	534	592	686	779	873
Ass't.	374	437	530	624	
Cross Country					
Head	467	561	654	748	
Indoor Track					
Head	342	437	530	624	
Tennis					
Head	530	624	717	811	
Bowling					
Head	278	334	390	445	
Golf					
Head	278	334	390	445	
Cheerleaders					
Head	334				
Ass't.	223				
Majorettes	334				

The salaries for all non-degree Registered Nurses covered by this Agreement are set forth below:

Experience	Salary Non-Degree Level	Salary Bachelor Degree Level
0	6800	7050
1	7100	7350
2	7400	7650
3	7700	7950
4	8000	8250
5	8300	8550
6	8600	8850
7	8900	9150
8	9200	9450
9	9500	9750
10	9800	10050

The Head Nurse of the Saddle Brook School District shall receive a stipend of \$315 above her proper step on the above salary guide.

The stipends for teachers involved in other extra-curricular activities shall be as indicated below:

<u>Activity</u>	<u>Stipend</u>
Junior Class Advisor	194
Senior Class Advisor	252
Senior Play Advisor	336
High School Yearbook Advisor	478
Student Council Advisor	368
High School Band Director	693
Elementary Band Director	390
Elementary Choral Director	390
High School Literary Magazine Advisor	105
High School Newspaper Advisor	478
Athletic Director of High School	945
Department Chairmen	788
Head Teacher at Coolidge School	788
Home Economic Coordinator	226
Girls Health & Physical Ed Coordinator	278
Girls Intramurals	557
Boys Intramurals	557
Speech Coordinator	226
Elementary Athletic Supervisor	788

ARTICLE VII – INSURANCE PROTECTION

The Board agrees to provide without cost to the employee the Public and School Employee Health Insurance Program administered through the New Jersey Division of Pensions under individual plan.

The Board agrees to provide 100% of the cost of the above program under the family plan where applicable to the employees.

ARTICLE VIII – TEACHER ADMINISTRATION LIAISON

The Teacher-Administration Liaison Committee shall consist of equal representation from the Association and the Administration and/or the Board. The committee will jointly explore and investigate each of the following, but will not be limited to:

- Assignment, Reassignment and Transfer of Teachers
- Promotions
- Teacher Evaluation
- Teacher Facilities and Supplies
- Professional Development
- Curriculum Study
- Protection of Teachers, Students and Property
- Classroom Discipline

ARTICLE IX – WITHHOLDING OF INCREMENTS

It shall be clearly understood by both parties that the salary schedules do not guarantee an automatic salary increase. The Board reserves the right to withhold for

inefficiency or other good cause, any and all employment adjustments and increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. If the resultant action of the Board is to withhold an increment, it shall, within ten (10) days, give written notice of such action, together with the reasons therefor, to the employee concerned.

ARTICLE X – DURATION OF AGREEMENT

- A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.
- B. Any individual contract between the Board and any individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement,

this Agreement, during its duration, shall be controlling.

- C. 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 Negotiations Chairman, a member of its Negotiations Committee, attested by its Secretary and its corporate seal to be placed hereon, all on the day and year written below.

February 8, 1972

SADDLE BROOK EDUCATION ASSOCIATION

BY /s/ Bernard J. McGarry

Its President

BY /s/ Dorothy Zanetti

Its Secretary

SADDLE BROOK BOARD OF EDUCATION

BY /s/ Charles R. Ernest

Its Negotiations Chairman

BY /s/ Alfred Dellon

Its Negotiations Committee Member

BY /s/ William C. Frenzel

Its Board Secretary

1971–1972

Board of Education

President.....Lawrence Biggs

Vice President..... Raymond Santa Lucia

Michael Brett

Charles Garberino

Alfred Dellon

Mrs. Adeline Goldsholl

Charles Ernest

Mrs. Anne Purnell

Negotiations Committee

Charles Ernest - Chairman

Michael Brett

Alfred Dellon

Charles Garberino

1971–1972

Saddle Brook Education Association

President..... Bernard J. McGarry

Vice President..... Elaine Rudrow

Treasurer..... Claire Greene

Secretary..... Dorothy Zanetti

Negotiations Team

Paul Sabo - Chairman

Helen MacDonald

