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A G R E E M E N T

THIS AGREEMENT, made and entered into this
19th day of May 1970, by and between:

BOARD OF EDUCATION of Oradell, in the County
of Bergen, New Jersey, hereinafter called the "Board"

and

ORADELL EDUCATION ASSOCIATION, INC., hereinafter
called the "Association"

WITNESSETH that the "Board" and the "Association" for
the consideration hereinafter mentioned, covenant and
agree as follows:

ARTICLE I - RECOGNITION

- A. The "Board" hereby recognizes the "Association" as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all teachers employed under contract to the "Board".
- B. Unless otherwise indicated, the term "Teachers" when used hereafter in this AGREEMENT, shall refer to all contracted professional employees, excluding the Superintendent, Board Secretary, and Principal, represented by the "Association" in the negotiating unit as above defined.

ARTICLE II

- A. The parties hereto agree that the Board reserves all rights, authorities and responsibility in accordance with applicable laws and regulations not otherwise affected by the provisions of this Agreement.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a complaint by a teacher that, as to him, there has been inequitable, improper or unjust application, interpretation, violation, modification or change of a policy, agreement, or administrative decision affecting the terms and conditions of his employment. The term "grievance" and the procedures stated herein shall not apply to:
- a. The refusal or failure of the Board to renew the contract of a non-tenure teacher.
 - b. Charges against a tenured employee pursuant to the Tenure Employees Hearing Act (NJS 18A:6-10 et seq).
 - c. Withholding of increments to salaries pursuant to NJS 18A:29-14.
 - d. A situation arising after July 1, 1968 on which the Commissioner of Education has ruled or has the power to rule.

A grievance to be considered under this procedure must be initiated by the teacher within forty-five (45) school calendar days after the event which gives rise to the grievance.

2. An "aggrieved person" is the person or persons making the claim.
3. 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. At Level Two and above, it shall include the Association or its representative.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting the terms and conditions of teachers' employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. 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. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One

A teacher with a grievance shall submit said grievance in writing to his principal either directly or through the Association's designated representative, with the objective of resolving the matter informally. The Principal's response to the teacher's grievance shall be in writing.

4. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been made by the Principal within five school days after presentation of the grievance, he may file the grievance in writing with the Superintendent of Schools and with the Chairman of the Association's Professional Committee. The Superintendent shall review the grievance and any supporting material submitted to him. He shall discuss the issue with all of the parties in interest present and shall render a written decision within ten days after the filing of the grievance with him.

5. Level Three

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two or if no decision has been rendered within the aforesaid ten school days, he may appeal to the Board by filing a written request that the Board hear the matter. At the same time the employee shall file with the Board any documentation. He shall give notice of such appeal to the Superintendent and any other party in interest. The President of the Board shall determine whether to schedule the hearing for an executive session at the next regular meeting of the Board or at a special meeting of the Board, either of which meeting shall be no later than ten school days after the date of receipt of the written request. The Board shall review the case and render a written decision within one month from the date of the receipt of the written request.

6. Level Four

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within one month as aforesaid, he may request that the Association submit his grievance to mediation. If the Oradell Education Association Professional Committee determines that the grievance is meritorious, it may submit the matter in writing for mediation to the Board within 15 school days after receipt of such request. The Professional Committee's decision shall be final as to the aggrieved person or persons.

- a. Within ten (10) school days after such written notice of submission to mediation, the Board or the Professional Committee shall inform Dr. Samuel Ranhand (33-39 80th Street, Jackson Heights, New York 11372, Telephone 212-HA 4-1088), the mutually agreed upon mediator, in writing, of the matter to be mediated. It is understood that the mediator will attempt to help the parties to resolve the matter and submit a written advisory report to the parties. In the event the above named mediator cannot serve for any reason, the parties may select a mediator through the procedures of the American Arbitration Association.
- b. The mediator shall confer with the representatives of the Board and the Professional Committee and hold hearings promptly and shall issue his written advisory report not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The mediator's recommendations shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. It is understood that the mediator's advisory recommendations shall be limited to interpretation of the agreement and he may in no way add to or delete from this agreement.
- c. The costs for the services of the mediator, including per diem expenses, if any, 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.

D. Rights of Teachers to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Professional Committee or the Association, or any other participant in the grievance procedure by reason of such participation.

E. Confidentiality of Grievance Records

1. All documents, communications, and records dealing with the processing of a bona fide grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the participants.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

ARTICLE IV - TEACHER ASSIGNMENT

A. Teacher Assignment

1. All teachers shall be given written notice of their salary schedules, grade level, class and/or subject assignments, building assignments and room assignments for the forthcoming year not later than the last day of the current school year except for emergencies occurring after that date.
2. The Superintendent shall assign all newly-appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Superintendent shall give notice of assignments to new teachers as soon as practicable.

ARTICLE V - PERSONNEL FILES

A. Personnel Files

1. Any statement placed in the teacher's personnel file which is derogatory in nature must be shown to the teacher and the teacher must be given the right to place a statement in his file concerning the original complaint, with the exception of references from former employees, outgoing references, pre-employment investigations and college transcripts. Teachers may see file at any reasonable and convenient time.

ARTICLE VI - LEAVES OF ABSENCE

- A. As of July 1, 1970, each teacher employed by the Board shall be entitled to ten days sick leave per school year.
 1. Sick leave includes quarantine, injury or illness of a staff member.
- B. Cumulative sick leave shall be granted under the provisions of N. J. Revised Statutes 18A:30-3.

- C. Any teacher who is absent in excess of his/her accumulated sick leave shall receive pay less the cost of a substitute for a period not to exceed three months.
- D. In case of quarantine in household, a certificate from the local health officer is required to be filed with the Superintendent.
- E. Cumulative Leave - All persons holding any office, position or employment in all school districts, regional school districts or county vocational schools of the State who are steadily employed by the Board of Education or who are protected in their office, position or employment under the provisions of section 18A:28 1 thru 7 of the Revised Statutes or under any other law, shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year. If any such person requires in any school year less than this specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years. This is limited to the effective date of the State Law.
- a. Any teacher who is appointed after the opening of school shall be credited with one day of sick leave for each remaining calendar month of that school year.
 - b. At the beginning of a teacher's term of employment each school year and irrespective of the time of beginning actual service, each teacher shall have immediately available for use his/her entire sick leave allowance for that year as defined above.
 - c. Absence on sick leave shall be charged first to the annual allowance of any employee until it is fully utilized and thereafter to the accumulated credit.
 - d. Accumulation of sick leave shall be retroactive to date of employment in the Oradell school system, but limited to the effective date of the State Law, July 1, 1954.
- F. Medical Certificate - A doctor's certificate must be furnished for all cases of illness or injury exceeding three days; otherwise a full salary deduction will be made at the discretion of the Board.
- G. Leave: Accumulative; Non-Accumulative - No employee shall lose his/her accumulated allowance of unused days of sick leave by reason of having been on leave of absence, nor shall the employee accumulate any additional days of allowance during the leave of absence, or due to absence in military or naval service of the United States, or the American National Red Cross in time of national emergency.

H. Termination of Service

- a. The Salary of any teacher shall terminate at the time of his/her discharge or resignation. No terminal payments for accumulated sick leave shall be paid.
- b. In case of death, the remainder of the pay for the calendar month may be paid to the estate of the deceased.

I. No Just Cause - If any teacher avails himself/herself of sick leave benefits without just cause, he/she shall be subject to immediate dismissal from further services.

J. Injury on the job - For any injury sustained on the job by a teacher that precludes him from working, the Board shall pay full salary not to exceed twelve (12) months, with the proviso that any payments received by the employee under Workmen's Compensation Insurance for loss of salary during this period of time be turned over to the Board.

K. Absences and Leaves

- a. Notification to Superintendent - Any teacher who expects to be absent on a given day must notify the Superintendent or his designee as soon as possible, but not later than 6:45 a.m. on the day he is to be absent. Whenever possible, notification should be given the previous day.

L. Court Order - Court Involvement

- a. Absences of a teacher from school by reason of a subpoena or legal process issued by any court shall be allowed, with pay, provided that the subpoena be filed with the Superintendent.
- b. If any teacher is a party to a suit, absence from school in that connection shall be without pay, unless upon the recommendation of the Superintendent, the Board approves payment.

M. Absence for Personal Reasons

- a. Business and/or Personal Reasons - Absences of a professional staff member for business or personal reasons shall be allowed only by permission of the Superintendent of Schools. The specific reasons for such business or personal absence shall be clearly stated to the Superintendent. Three such days for business or personal reasons shall be granted in any school year with full pay. Permitted absences for business or personal reasons shall be noncumulative. Additional days may be granted by the Superintendent, but in all such instances, an amount equal to the current per diem rate of the substitute teacher, whether employed or not, shall be deducted from the staff member's salary.

M. Absence for Personal Reasons (continued)

b. Death in Family -

1. Immediate family - Absence due to death in teacher's immediate family (spouse, child, mother, father or a relative that lives within the household of the staff member, plus sister or brother) shall be allowed, with pay for a period not to exceed five days in each such case. Any day in excess of five days shall be deducted from Personal days. The absence may precede, include or immediately follow the death of a relative. In the case of a mother-in-law or father-in-law, absence with pay shall be allowed for a period not to exceed three days. For any days in excess of three, the cost of the substitute will be deducted from his or her salary.
2. Non-immediate family - Absence due to death in non-immediate family (grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter-in-law or son-in-law not living in the household of the teacher) will be allowed with pay for the day of the funeral.
3. The specific reason for such absences shall be clearly stated to the Superintendent.

N. Leave of Absence - Leave of absence for tenured staff may be authorized upon recommendation of the Superintendent and approved by the Board of Education. Such leave shall be without pay.

a. Maternity Leave - Leave of absence without pay for maternity shall be granted for the current school term and may be extended upon recommendation of the Superintendent and with permission of the Board, for an additional full year. Notification of pregnancy must be made to the Superintendent not later than the third month of such pregnancy. Termination of employment for maternity reasons shall take place no later than the end of the fifth month of pregnancy and may not be extended without the recommendation of the Superintendent and the approval of the Board of Education.

b. Personal Illness -

1. Length of Period - A leave recommended by the Superintendent and approved by the Board shall be granted for no more than one year for reasons of personal illness, injury, or for rest and recuperation, but any teacher who has been granted a year's leave of absence may apply to have the leave of absence extended.
2. Official Notice - Persons on leave of absence shall inform the Superintendent by registered mail before November 1st (if a first semester leave has been granted) or March 1st (if second semester or a full school year leave has been granted) specifying their intention with respect to returning for duty

N. 2. Official Notice (continued)

the following semester and/or school year. Failure of a teacher on leave to give such notice shall be interpreted as indicating such teacher does not wish to return as a member of the staff of the Oradell Public School.

3. Medical Examinations - If an application for a leave of absence is favorably considered by the Superintendent, the applicant may be given a physical examination at the direction of the Board of Education. In lieu of such an examination, the applicant may submit a report upon a physical examination made by a physician and acceptable to the Board for the purpose of determining either the extent of illness, injury or the necessity of recuperation, or for the purpose of determining whether there is reasonable probability that he or she shall be physically able to return to service and to carry on the prescribed work as may be assigned by the administration.
- c. The period of a leave of absence for illness or maternity shall not be counted as a period of service for the purpose of determining placement on any salary guide.
- d. Military Leave -
 1. Any teacher of the Oradell School who may be conscripted into the defense forces of the United States for service or training, shall make application for military leave. He shall be reinstated to his position in this school system with full credit, including the annual increment under the salary schedule upon written request supported by competent proof that said applicant is fully qualified to perform the duties of said position. Said application for reinstatement shall be made within a reasonable time after honorable discharge or honorable release from military service, and not later than ninety (90) days from the date of said release or discharge.
 2. Oradell teachers who leave the system voluntarily for military duty in the U. S. Armed Forces will automatically receive step salary credit on a year for year basis up to a maximum of four years. All other credit for military service, past, present or future will be upon the recommendation of the Superintendent and the approval of the Board of Education.

ARTICLE VII - INSURANCE PROTECTION

- A. On the effective date of this contract, the Board shall adopt the health care plan as provided by the State and agrees to pay the individual rate required by the N. J. State Health Benefit Plan.

ARTICLE VIII - TEMPORARY LEAVE OF ABSENCE

- A. Leave of absence for tenured teachers may be authorized upon recommendation of the Superintendent and approved by the Board. Such leave shall be without pay.

ARTICLE IX - DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its teachers, dues for the Oradell Education Association, the Bergen County Education Association, the New Jersey Education Association, and the National Education Association or any combination of these Associations as said teachers, individually and voluntarily, authorize the Board to deduct. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Oradell Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. The Board agrees to continue processing deductions and disbursements for the Washington National Insurance coverage.

ARTICLE X - JOINT ADVISORY COMMITTEE

- A. A joint advisory committee shall be formed consisting of the Superintendent of Schools or his designee, one Board member, and two faculty members appointed by the Association.
- B. The above committee shall meet at reasonable times, determine its own rules, review and study in good faith, and shall make recommendations for Board action, where deemed advisable, in the following areas:
- a. Class size.
 - b. Specialists.
 - c. Supplemental teachers.
 - d. Final evaluation reports.
 - e. Criteria for the dismissal of non-tenure teachers.
 - f. Criteria for pupil-teacher transfers.
 - g. Personal and academic freedom.
 - h. Development of innovative teaching methods.
 - i. Criteria for school community relations.
 - j. Criteria for recognizing exceptional teachers.
 - k. Any other topics considered to be of value to the Oradell School district or the staff.

- C. The Board shall inform the Committee of its actions and reasons for their actions of any matter referred to them by this committee.
- D. Recommendations arising from this committee shall not be subject to the grievance procedure.

ARTICLE XI - WORK YEAR - SCHOOL CALENDAR

- A. The Superintendent will formulate the school calendar and submit this proposal to the teachers' association for its study. The association will have 15 days to make its recommendations; however, the final adoption of the calendar shall be the prerogative of the Board. This article shall not be subject to the grievance procedure.

ARTICLE XII - SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part hereof. Salary for the Nurse shall reflect the same percentage increase given teachers under Schedule "A".
- B. Payday shall be on the 15th and 30th of each month of the contractual year.
- C. When a payday falls on or during a school holiday, vacation, or week-end, teachers shall receive their pay checks on the last previous working day.
- D. Teachers shall receive their final checks on the last working day in June, provided all necessary records and registers have been approved by the proper authorities.
- E. An additional \$100. annually at any step on the guide will be granted for each six points of undergraduate work approved in advance by the chief administrator, which will be of benefit to the school, or graduate work toward advanced degrees. Such credit for which additional moneys are given will not exceed 18 or \$300. above guide. ("Advanced Degrees" shall be understood to mean a Master's Degree, or Masters plus 32 points of graduate work.)
 - a. The Board will pay one-half of the tuition fee for six (6) hours of credit, as indicated above.
 - b. The Board will pay full tuition and textbook fees when the administration initiates the recommendation to take specific courses.

- F. As teachers progress from B.A. to M.A. to M.A.+32, additional moneys earned at a lower level are incorporated in the next higher salary level, it being the purpose of the "Board" under Note 2 of the Teachers Salary Guide adopted December 17, 1968, and amended at the Regular Meeting of the Oradell Board of Education on May 13, 1969, to give teachers the opportunity, in part, to achieve the salary range of the next salary level. Courses may be used only once for salary credit on the Salary Guide.
- G. A salary differential, as a yearly bonus, up to 10%, will be granted personnel who prepare and direct in-service workshops in the following academic areas: mathematics, science, language arts, social studies and human relations. Detailed plans for such workshops will be submitted in advance for consideration by the Superintendent. Upon recommendation by the Superintendent and approval by the "Board" a contract will be issued. At the satisfactory completion of the workshops, a lump sum differential of 10% of the contractual salary will be awarded. In the event that two or more staff members participate in the planning and direction of the workshops, the 10% differential shall be divided equitably.
- H. The normal increment or adjustment may be withheld pursuant to statute.
- I. An additional \$200. annually will be paid to a teacher who has completed 25 years of public school service in the Oradell School District.
- J. The Board agrees that additional salary accruing to teachers under "E" and "F" of this article shall be paid on the first possible payday after presentation to the Superintendent of an official transcript and receipt from an accredited college or university. The responsibility for obtaining the transcript and receipt will rest with the teacher.
- K. Salary increases for change of category to M.A. or M.A.+ shall be on a pro rata basis commencing on the first possible payday after receipt of official transcripts by the Superintendent of Schools.
- L. All changes of salary under the provisions of this Article will be approved by the Board.

SALARY GUIDE 1970-71

SCHEDULE "A"

<u>STEP</u>	<u>B. A.</u>	<u>M. A.</u>	<u>M. A. + 32</u>
1	\$ 7,500	\$ 8,150	\$ 8,925
2	7,825	8,475	9,225
3	8,150	8,800	9,625
4	8,475	9,150	9,925
5	8,800	9,475	10,250
6	9,150	9,800	10,675
7	9,475	10,125	11,000
8	9,800	10,475	11,350
9	10,125	10,850	11,775
10	10,450	11,200	12,250
11	10,800	11,550	12,600
12	11,125	11,925	13,075
13	11,450	12,275	13,425
14	11,800	12,625	13,775
15	12,150	13,000	14,150
16	12,600	13,425	15,000

9150
8800
350

ARTICLE XIII - MISCELLANEOUS PROVISIONS

- A. Whenever notice is required to be given by either of the parties to this agreement, they shall do so by hand-delivering a letter for which they shall obtain a receipt, or by certified mail, or by telegram, to the following addresses:
- a. If by the "Association" to the Board"
to: Oradell Board of Education
c/o Secretary to the Board
Prospect Avenue
Oradell, New Jersey 07649
 - b. If by the "Board" to the "Association"
to: President, Oradell Education Association
Prospect Avenue
Oradell, New Jersey 07649
- B. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid, but all other provisions or applications shall continue in force and effect.
- C. Any individual contract between the Board and an individual teacher, hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement during the agreement's duration. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- D. Copies of this agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the agreement is signed. The agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.
- E. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin or sex.
- F. The Board agrees that teachers and administrators will meet at regular intervals to discuss school matters. It also agrees that teachers and administrators will meet regularly to cooperatively construct the teachers' handbook.
- G. The Board agrees that the evaluation of teachers as to their proficiency as teachers shall only be done by persons certified by the State to supervise instruction.

- H. The employment of consultants by the Board to evaluate and assess the implementation of curriculum shall not constitute a grievance.
- I. The Board agrees that evaluative statements concerning teachers shall not be written after termination of employment and the expiration of the yearly contract. The unilateral action of the Superintendent to provide recommendation subsequent to termination of employment shall not constitute a grievance under the terms and conditions of this agreement.
- J. The Board agrees that the notice of non-renewal of the contract of a non-tenure teacher shall be given by March 1 if feasible. At the request of the teacher, the Board will confer with the teacher involved.

ARTICLE XIV - DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1970 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.
- B. It is agreed that the contract will be for a two-year period commencing July 1, 1970, expiring June 30, 1972, with reopeners after the first year on:
 - a. Salary Guide.
 - b. Advisory Mediation.
 - c. Fringe Benefits:
 - 1. College credits.
 - 2. Sick leave.
 - 3. Longevity.
 - 4. Salary differential workshop.
 - 5. Insurance protection.
 - 6. Personal days.
- C. The parties agree to enter into collective negotiation over a Successor Agreement in accordance with Chapter 303, Public Laws of 1968, in a good-faith effort to reach agreement on 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 year in which this agreement expires. Any agreement so negotiated shall apply to all teachers, be reduced to writing, be adopted by the Board and Teachers, and signed by their duly authorized representatives.
- D. 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.

E. This agreement constitutes the complete and entire understanding between the parties as to the terms and conditions of employment of teachers by the Board for the term hereof. Said terms and conditions of employment shall not be subject to further negotiation for the duration of the agreement except as provided in Article 14B and D.

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.

ORADELL EDUCATION ASSOCIATION

ORADELL BOARD OF EDUCATION

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary