January 26, 1970

PROFESSIONAL AGREEMENT

between

RIVER EDGE TEACHERS ASSOCIATION

and

BOARD OF EDUCATION

BOROUGH OF RIVER EDGE

NEW JERSEY

COVERING THE PERIOD

July 1, 1970 thru June 30, 1971

A G R E E M E N T

In consideration of the mutual convenants 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

A. The Board recognizes Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment of the following:

Classroom Teachers
Nurses
Librarians
Reading Teachers
Speech Therapists
Art Teachers
Music Teachers
F.L.E.S. Teachers
Physical Education Teachers

ARTICLE II - GRIEVANCE PROCEDURE

A. Definitions

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

The term "Grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

a. the failure or refusal of the Board to renew the contract of a non-tenure employee.

b. In matters where the Board is without authority to act.

In the following instances, 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 shall be by petition filed with the Commissioner of Education:

a. In matters where a method of review is prescribed by law or by any rule, regulation, or bylaw of the State Commissioner of Education, or by the State Board of Education.

b. In matters where the Board contends that it has the sole

and unlimited discretion to act.

c. In matters where the discretion of the Board may not be unlimited but where after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

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

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.

B. Procedure

1. 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.

2. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his own appeal 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.

4. 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.

5. An employee shall first discuss his grievance orally with his immediate superior (Supervisor, or Principal). 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.

6. If the grievance is not resolved to the employee's satisfaction, within five (5) days from the determination referred to in Paragraph 5 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:

   a. The nature of the grievance;

   b. The results of the previous discussion;

   c. The basis of his dissatisfaction with the determination.

7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the school principal and to the immediate superior of the aggrieved employee.

8. 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 in interest shall have the right to be heard.

9. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party, within ten (10) days of the failure ofthe Superintendent to act or within ten (10) days of the determination by him, may appeal to the Board of Education.

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

   a. The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

12. If the appellant, in his appeal to the Board, does not

request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing, a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within thirty (30) days from the receipt of the grievance and shall in writing notify the employee, his representative if there be one, the principal and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

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

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

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

15. In the event a grievance should be filed by a principal or by any employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he shall discuss his grievance initially with the Superintendent, and if dissatisfied, with the determination, may appeal to the Board in accordance with the provisions herein set forth.

16. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth:

    a. The order, ruling or determination complained of;

    b. The basis of the complaint;

    c. A request for a hearing if a hearing is desired.

    A copy of the writings set forth above shall be served upon the

Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraph 12 and 13.

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

ARTICLE III - COMPENSATION

A. Teachers' Salary Guide (1970-1971)

Experience Year	Pre Degree	B.A. Degree	M.A. Degree	M.A. + 30
1		$ 7,800	$ 8,500	$ 9,200
2		8,100	8,800	9,500
3		8,400	9,100	9,800
4		8,725	9,425	10,125
5		9,050	9,700	10,450
6		9,375	10,075	10,775
7		9,700	10,400	11,100
8		10,100	10,900	11,600
9		10,425	11,125	11,825
10		10,725	11,525	12,225
11		11,075	11,775	12,475
12		11,400	12,100	12,800
13		11,725	12,800	13,525
14		12,050	13,450	14,150
15	$12,000	12,500	13,800	14,800

B. Nurses' Salary Guide (1970-1971)

Experience Year	
1	$ 5,400
2	5,700
3	6,000
4	6,300
5	6,600
6	6,900
7	7,200
8	7,500
9	7,800
10	8,100
11	8,400
12	8,700
13	9,000
14	9,450
15	10,000

ARTICLE IV - LEAVES

A. Sick Leave

All employees covered by this Agreement shall be entitled to ten (10) sick leave days per year, which days shall be cumulative from year to year with no maximum limit.

B. Extended 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 the case of major illness.

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 of Education a Physician's Statement that said sickness required the continued absence of said employee, then said employee shall, commencing with the 4th day following the exhaustion of all accumulations of sick leave, be grented 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 substitutes. A day's salary is defined as 1/200 of the annual salary.

C. Personal Leave

In addition to the sick leave hereinabove set forth, each employee shall be entitled to two personal days per year. Whenever an employee utilizes a personal day, the reason for the request for the use of said day shall be given to the Superintendent unless the employee certifies that the reason for the utilization of said day is deeply personal in which event, no explanation shall be required.

ARTICLE V - INSURANCE PROVISIONS

During the term of this Agreement the Board shall maintain in effect a group hospitalization policy, Blue Cross-Blue Shield or equal for the benefit of any employee covered by this Agreement, or his or her immediate dependents who may elect to be covered there-under, which policy shall provide coverage on a twelve month basis.

In addition, during the term of this Agreement, the Board shall maintain in effect a group Major Medical Policy for the benefit of any employee covered by this Agreement, or his or her immediate dependents who may elect to be covered there-under, which policy shall provide coverage on a twelve month basis. The complete cost of the above mentioned insurance shall be borne by the Board.

The Board at its' option, may extend the term of Article V beyond the term of this Agreement.

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

In connection with the adoption of a School Calendar, Board shall confer with Association prior to taking final action in connection with same. The willingness of the Board to confer in this respect, however, shall not grant to Association the right to file a grievance in the event Association desires 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 therewith.

ARTICLE VII - HANDBOOK REVISION

In connection with any revisions of the Handbook, Board shall confer with Association and said Book shall not be revised until after the Board had conferred with the Association. The willingness of the Board to confer in this respect, however, shall not grant to Association the right to file a Grievance in the event 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 VIII - TEACHERS' BENEFITS CONTAINED IN HANDBOOK

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.

ARTICLE IX - TEACHER NOTIFICATION

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 or her intention regarding renewal of said contract.

ARTICLE X - DURATION OF AGREEMENT

This agreement shall commence on July 1, 1970 and shall expire on June 30, 1971.

IN WITNESS WHEREOF, ASSOCIATION has caused this Agreement to be signed by its President and Secretary, and BOARD has caused this Agreement to be executed by its President, attested to by its Secretary and its corporate seal to be hereunto affixed, and the day and year first above written.

RIVER EDGE TEACHERS' ASSOCIATION	RIVER EDGE BOARD OF EDUCATION
_____	_____
President	President
_____	_____
Secretary	Secretary