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Institute of Management and  
Labor Relations  
MAY 30 1985  
RUTGERS UNIVERSITY**

**AGREEMENT**  
**between**  
**CLIFFSIDE PARK BOARD OF EDUCATION**  
**and**  
**CLIFFSIDE PARK EDUCATION ASSOCIATION**  
**July 1, 1979 - June 30, 1980**

TABLE OF CONTENTS

ARTICLE I	. . . . .	RECOGNITION
ARTICLE II	. . . . .	GRIEVANCE PROCEDURES
ARTICLE III	. . . . .	SALARIES
ARTICLE IV	. . . . .	SABBATICAL LEAVE
ARTICLE V	. . . . .	INSURANCE PROTECTION
ARTICLE VI	. . . . .	LEAVES OF ABSENCE
ARTICLE VII	. . . . .	DURATION OF AGREEMENT
SCHEDULE A	. . . . .	1979-1980 TEACHERS' SALARY GUIDE
SCHEDULE B	. . . . .	ADDITIONAL COMPENSATION

AGREEMENT  
between  
CLIFFSIDE PARK BOARD OF EDUCATION  
CLIFFSIDE PARK, NEW JERSEY  
and  
CLIFFSIDE PARK EDUCATION ASSOCIATION  
1979-1980

ARTICLE I - RECOGNITION

Pursuant to Chapter 303, Public Laws of New Jersey, 1968, as amended, the Cliffside Park Board of Education (the "Board") hereby recognizes the Cliffside Park Education Association (the "Association") as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all certified personnel under contract or on leave, as specified below:

Teachers	Librarians	Special Subject Teachers
Guidance Counselors	Nurses	Special Class Teachers
	Co-ordinator of Co-operative	Industrial Education
School Psychologists		Social Workers

Unless otherwise indicated, the term "Employee" when used herein after in this Agreement, shall refer to all recognized employees represented by the Association in the negotiating unit as above defined.

ARTICLE II - GRIEVANCE PROCEDURES

A. Definitions, Basic Principles and Time Limits

1. A "Grievance" is a claim by an Employee of the Cliffside Park School District that there has been to him a personal loss, injury or inconvenience caused by a violation, misinterpretation, or inequitable application of an established policy governing Employees, or of this Agreement, except that the term "grievance" shall not apply to (1) a complaint of a non-tenured Employee which arises by reason of his not being re-employed, or (2) a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated by the Employee within thirty (30) days of the occurrence or event or act which gave rise to the grievance.

2. Members of the professional staff or the recognized professional association may present, in appeal, through administrative channels, grievances affecting them, free from restraint, interference, coercion, discrimination or reprisal.

3. At each step in the grievance appeal process, the responsible person in authority hearing the grievance is to apply all possible measures to adjust the grievance professionally and with complete fairness. Proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure and consistent with prescribed procedures.

4. Nothing herein contained shall be construed as limiting the right of any Employee having a grievance to discuss the matter informally with any appropriate member of the administrative staff and having the grievance adjusted without intervention of the recognized professional organization.

5. Since it is important that grievances be proceeded as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits may, however, be extended by mutual agreement. If a grievance appeal is filed at such time that it cannot be processed through all of the prescribed steps by the end of the then current school year, and if leaving said grievance unresolved until the beginning of the following school year, could result in substantial harm to a party in interest, the stipulated time limits shall be reduced so that the grievance procedures may be exhausted prior to the end of the then current school year or as soon thereafter as practical.

## B. Grievance Procedures

### 1. Level One - Principal

If any Employee believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal, either personally or accompanied by a representative of the Association. If, as a result of the informal discussion with the principal, the grievance still exists, the Employee may invoke the formal grievance procedure and present his grievance, in writing, to the building principal within five (5) school days of the informal discussion. The principal shall indicate the disposition of the grievance and shall inform the Employee of his decision within five (5) school days from the date the Employee filed the formal grievance.

### 2. Level Two - Superintendent

If the Employee is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance with the Superintendent of Schools within five (5) school days of the receipt of the decision by the principal, or, within five (5) school days of the date said decision should have been rendered. The Superintendent shall advise

the Employee of his decision in writing within ten (10) school days following the date of submission of the grievance to him. The decision shall state explicitly what action or recommendation the Superintendent proposes in order to resolve the grievance. The Superintendent shall consult, if necessary, with the principal and the Employee involved. If the Superintendent calls for a meeting of the parties involved, the Employee shall have the right to be represented by the Association if he so desires.

### 3. Level Three - Board of Education

If the Employee is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the presentation of the grievance to the Superintendent, he may request that the Board review the grievance. The request shall be submitted in writing through the Superintendent of Schools within ten (10) school days of the decision by the Superintendent of Schools, or within ten (10) school days of the date said decision should have been rendered. The Board shall review the grievance, conduct a hearing if requested by the Employee, and render a decision in writing setting forth the reason for its decision within twenty (20) school days.

### 4. Level Four - Arbitration

(a) If the Employee is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board or after the conclusion of any hearing conducted by the Board, he may, within ten (10) school days after the decision by the Board or thirty (30) school days after the grievance was delivered to the Board or after the conclusion of any hearing conducted by the Board, whichever is sooner, request in writing the the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the Employee.

(b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and during the arbitration proceedings.

(c) The arbitrator selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearing, or from the date the final statements and proofs, including briefs and legal memoranda, are submitted to the arbitrator. The arbitrator's decision shall be final and binding upon the parties and shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted.

(d) The authority of the arbitrator shall be limited to the interpretation, application or the compliance with the provisions of this Agreement, and the arbitrator shall have no authority to modify, add to, subtract from, or in any way alter any of the terms of this Agreement, and the arbitrator shall be bound by all applicable New Jersey and Federal Statutes, the Constitutions of the State of New Jersey and of the United States, and all decisions of the Commissioner of Education, the State Board of Education, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey.

#### 5. Costs of Arbitration

(a) The Board and the Association shall each bear the total cost incurred by themselves.

(b) The fees and expenses of the arbitrator are the only costs which shall be shared by the Board and the Association and such costs will be shared equally.

(c) If time is lost by any Employee due to the arbitration proceedings necessitating the retention of a substitute, the Board will pay the cost of the substitute. The time lost by the Employee may be charged to personal business time.

#### C. Group Grievances

The procedures for the filing and processing of a group grievance shall be the same as the individual grievance procedures set forth herein, including the time periods specified above. A group grievance is defined as a claim, affecting a group or class of Employees, that there has been, to them, a personal loss, injury or inconvenience caused by a violation, misinterpretation or inequitable application of an established policy governing Employees, or of this Agreement.

#### D. Emergency Procedure

Recognizing that emergencies may arise, and that time may not permit the prescribed procedures to operate, the following provision is inserted:

In the event an individual, group or individuals or the Association as a whole, has a grievance of such nature that time will not permit the prescribed time periods to be followed, the procedure may be expedited. If the individual, group of individuals or the Association, as the case may be, states, in writing, the nature of the grievance together with explicit reasons why the prescribed procedures must be expedited, the grievance procedure shall be the same but each party shall be duty bound to act upon the grievance as quickly as possible.

E. Liaison Committee

The Executive Committee of the Association shall serve as a continuing liaison committee with the Board. This committee shall meet with the Board once every other month beginning with the month of October, and more frequently if necessary, unless both parties mutually agree that such a meeting is unnecessary. The Board or the committee shall be free to discuss any problems of mutual concern or interest, but may not discuss any grievance currently being considered by a principal, or the Superintendent of Schools, or the Board, or an arbitrator unless all parties concerned concur.

ARTICLE III - SALARIES

A. The compensation of all Employees covered by this Agreement shall be as set forth in Schedules "A" and "B" attached hereto and made a part hereof.

B. The Board reserves the right to withhold increments in the salary guide set forth in the aforementioned Appendix. Salary increments are subject to the recommendation of the Superintendent of Schools and approval by the Board. Reference: Title 18A:29-14

C. Employees employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments, to be received on the 15th, and last day of each month. When a pay day falls on or during a school holiday, vacation or a week-end, Employees shall receive their pay checks on the last previous working day. The December pay checks may be combined and distributed to the Employees on December 15th. Employees shall receive their final check no later than the last working day in June, except in special circumstances.

D. Employees may individually elect to have ten (10%) per cent of their monthly salary deducted from their pay. The funds so deducted shall be placed in an interest bearing account.

Interest earned on these funds shall be calculated individually and paid to the Employees with the funds so deducted, on or before July 15th.

#### ARTICLE IV - SABBATICAL LEAVE

A. A sabbatical leave shall be granted to an Employee by the Board for study in the area of his specialization or a related field, subject to the following conditions:

1. The Employee shall have completed at least seven (7) full school years in the service of the Cliffside Park public schools.

2. Requests for sabbatical leaves must be received by the Superintendent in writing no later than January 15th and action must be taken on all such requests no later than May 1st of the school year preceding the school year for which the sabbatical leave is requested.

3. Candidates not selected for a sabbatical leave in one (1) year due to the number of applicants shall be given priority when reapplying the following year for sabbatical leave.

4. Each sabbatical leave granted to an Employee shall be for the duration of a full academic year.

5. An Employee on sabbatical leave shall be paid at the rate of eighty (80%) percent of the annual contractual salary to which the Employee would have been entitled had the Employee not been on leave, less regular deductions.

6. The opportunity for a sabbatical leave shall be made available to three (3) Employees per school year providing that there are sufficient applications, but no more than one (1) Employee from a department of each school may be on sabbatical leave during a school year.

7. Upon returning from sabbatical leave, an Employee shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his sabbatical leave.

8. An Employee granted sabbatical leave shall enter into a written agreement with the Board to return to Cliffside Park schools for a minimum of two (2) years upon completion of his sabbatical. Failure to serve the full two (2) years will require the Employee to reimburse the Board the money paid to him while absent on sabbatical.



B. Exceptions to this Article shall be based upon:  
(1) the inability of the Employee to complete the agreement for reasons of health, or (2) a waiver of this agreement by the Board for special circumstances.

C. The Board and the Association hereby express their mutual intent to work together in the establishment of criteria to be used in connection with the granting of sabbatical leaves.

#### ARTICLE V - INSURANCE PROTECTION

A. As of the beginning of the 1979-1980 school year, and during the terms of this Agreement, the Board shall provide the health care insurance protection designated below:

1. For all Employees covered by this Agreement who remain in the employ of the Board for the applicable full school year, the Board shall make payment of full individual or full family insurance premiums, as appropriate, in the State Health Benefit Plan, for the full applicable twelve (12) month period, commencing July 1st and ending June 30th. Coverage provided by the State Health Benefit Plan includes hospitalization, surgical, Rider J, and Major Medical benefits.

2. For all Employees covered by this Agreement who remain in the employ of the Board for the full applicable school year, the Board shall make payment as follows in the New Jersey Dental Service Plan for the full applicable twelve (12) month period, commencing July 1st and ending June 30th:

- (a) Full individual coverage
- (b) Approximately 25% of dependent coverage;

it being understood, however, that the cost of the above payments is not to exceed \$15,000.00.

3. If available from the insurance carrier, the Board shall provide to each Employee a description of the health care benefits insurance coverage provided under this Article no later than the beginning of November 1, 1979.

#### ARTICLE VI - LEAVE OF ABSENCE

A. Types

1. Death in Immediate Family.

A leave of absence because of the death of a member of the immediate family shall, in the discretion of the Employee, be granted for up to five (5) days with full pay. For the purposes of this provision, immediate family shall include: mother, father, mother-in-law, father-in-law, sister, brother, husband, wife, children.

2. Death of Relative

A leave of absence because of the death of a relative other than in the immediate family may, in the discretion of the Superintendent or his designee, be granted for one (1) day with full pay. A close friend may, in unusual circumstances and in the discretion of the Superintendent or his designee, be considered in this category.

3. Miscellaneous Purposes

For one (1) or more of the following stated purposes, each Employee shall be granted, with full pay, one (1) or more personal leaves of absence that total, in the aggregate and in any combination, not more than three (3) days in any school year non-cumulatively:

- (a) Religious holidays not included in the list of official school holidays;
- (b) Compulsory attendance pursuant to a court subpoena.
- (c) Such personal business as can not be handled outside of school hours.

Whenever utilization of the leave provisions of this Subsection 3 will extend a holiday or vacation recess by the use of a leave day or days immediately prior to or immediately after the holiday or vacation recess, an Employee shall, at least forty-eight (48) hours prior to the day of leave requested (except in emergencies), submit to his principal, for approval by the Superintendent or his designee, an application in writing for such personal leave of absence, stating the reason or reasons why such leave is necessary.

ARTICLE VII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1979, and shall continue in effect until June 30, 1980.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their representative secretaries, and their corporate seals to be placed hereon, all on the *11th* day of *October*, 1979.

CLIFFSIDE PARK BOARD OF  
EDUCATION

By *Ernie Weiss*  
(President)

By *Roberta L. Lee*  
(Secretary)

CLIFFSIDE PARK EDUCATION  
ASSOCIATION

By *Martin Ziller*  
(President)

By *Joseph A. Vento*  
(Secretary)

SCHEDULE A  
 CLIFFSIDE PARK BOARD OF EDUCATION  
 TEACHERS' SALARY GUIDE  
 1979-1980

Years of Cred. Serv.	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	PHD
0	11385	11718	12061	12394	13068	13519	13970	14420	15216
1	11889	12231	12565	12905	13582	14040	14482	14932	15716
2	12350	12693	13024	13367	14043	14494	14943	15394	16177
3	13002	13345	13677	14020	14696	15146	15597	16046	16829
4	13475	13818	14150	14493	15169	15619	16069	16520	17302
5	13926	14269	14601	14944	15620	16070	16521	16971	17754
6	14481	14815	15157	15490	16166	16616	17076	17526	18309
7	15040	15382	15716	16057	16734	17184	17635	18085	18877
8	15704	16047	16380	16724	17398	17849	18300	18749	19543
9	16380	16724	17066	17399	18073	18524	18974	19425	20199
10	17065	17398	17741	18073	18749	19199	19651	20100	20891
11	17838	18179	18512	18855	19531	19981	20432	20881	21666
12	18630	18963	19305	19638	20314	20765	21215	21666	22458
13	19414	19756	20090	20431	21107	21557	22007	22457	23251
Max	20178	20521	20853	21196	21872	22322	22772	23223	24016

SCHEDULE B  
 CLIFFSIDE PARK BOARD OF EDUCATION  
 ADDITIONAL COMPENSATION  
 1979-1980

A. Compensation - Guidance Counsellors

Salaries for full time guidance counsellors in the high school and middle school shall be the same as for a teacher on the same step and salary classification, plus \$963.

B. Additional Compensatin for Heads of Departments & Chairman of Child Study Team

1. Heads of Departments in the high school shall receive the following additional compensation: \$1284.
2. Heads of Departments in the middle school shall receive the following additional compensation: \$482.
3. The Chairperson of the Child Study Team shall receive the following additional compensation: \$963.

C. Additional Compensation for Co-Curricular Duties

Director of Yearbook . . . . .	\$ 980
Coach of Dramatics/Speech . . . . .	980
Director of High School Band . . . . .	1592
Director of Co-Curricular Activities . . . . .	980
Audio-Visual Coordinator, High School . . . . .	1177
Audio-Visaul Coordinator, Sch. #4 & Middle Sch. . . . .	582
Newspaper Advisor . . . . .	858
Choral Director . . . . .	858
High School Student Council Advisor . . . . .	1225
Middle School Student Council Advisor . . . . .	642
Secretary of Internal Accounts . . . . .	735
Flag Waver Advisor . . . . .	428
Color Guard Advisor . . . . .	428
Math Team Advisor . . . . .	336
Computer Math Coordinator . . . . .	428
High School Attendance Officer . . . . .	963
Senior Play Advisor . . . . .	182

D. Additional Compensation for Athletic Personnel

Director of Athletics . . . . .	\$2450
Head Football Coach . . . . .	1960
Assistant Football Coach. . . . .	1348
Freshman Football Coach . . . . .	1348
Head Basketball Coach . . . . .	1807
Assistant Basketball Coach. . . . .	1225
Freshman Baseball Coach . . . . .	1225
Middle School Basketball Coach. . . . .	307
Head Baseball Coach . . . . .	1715
Assistant Baseball Coach. . . . .	1225
Freshman Baseball Coach . . . . .	1225
Head Wrestling Coach. . . . .	1531
Assistant Wrestling Coach . . . . .	1225
Freshman Wrestling Coach. . . . .	1225
Head Soccer Coach . . . . .	1348
Assistant Soccer Coach. . . . .	1041
Head Track Coach. . . . .	1409
Assistant Track Coach . . . . .	1041
Cross Country Coach . . . . .	1194
Bowling Coach . . . . .	735
Golf Coach. . . . .	735
Tennis Coach. . . . .	735
Coach, Varsity Cheerleaders . . . . .	980
Coach, J.V. Cheerleaders. . . . .	613
Coach, Freshman Cheerleaders. . . . .	613
Advisor, Middle School Cheerleaders . . . . .	246
Girls' Volleyball Coach . . . . .	674

NEW ATHLETIC COACHES APPOINTED SHALL  
RECEIVE 75% OF THE SALARY LISTED ABOVE  
FOR THAT POSITION.

E. Additional Compensation for Years of Service

All employees covered by this agreement, who have been employed by the Cliffside Park Board of Education twenty (20) or more years, shall receive an additional \$300 over and above their 1979-1980 base salary as shown on the Teacher's Salary Guide.