

4-1034

02-53

PREAMBLE

This agreement entered into this _____ day of _____, 1973, by and between the Board of Education of the Township of River Vale and the River Vale Association of Administrative and Supervisory Personnel.

WITNESSETH:

Whereas the Board of Education has an obligation pursuant to Chapter 303, Public Laws, 1968, to negotiate with the River Vale Association of Administrative and Supervisory Personnel as the representative of employees hereinafter designated with respect to certain terms and conditions of employment as set forth in this agreement, and

Whereas, the parties have reached certain understandings which they desire to confirm in this agreement,

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

1973-1974

ARTICLE I

RECOGNITION

- A. The River Vale Board of Education hereby recognizes the River Vale Association of Administrative and Supervisory Personnel as the exclusive and sole representative for collective negotiations for the duration of this agreement concerning the terms and conditions of employment for all professional personnel whether under contract, on leave, or employed by the Board of Education on a full or part time basis including:

Principals
Assistant Principals
Director of Guidance
Director of Special Services
School Psychologist

The River Vale Association of Administrative and Supervisory Personnel shall remain the exclusive and sole representative of the above as long as it maintains a majority representation of said personnel.

- B. Unless otherwise indicated the term, "Administrators", when used hereinafter in this agreement shall refer to all professional employees represented by the River Vale Association of Administrative and Supervisory Personnel in the negotiating unit as above defined, and references to male administrators shall include female administrators.

ARTICLE II

ASSOCIATION RIGHTS AND PRIVILEGES

The following rights and privileges are extended by the Board of Education to the River Vale Association of Administrative and Supervisory Personnel:

- A. The Board agrees to furnish to the employee unit in response to reasonable requests, from time to time, a register of certificated personnel and such other information which shall assist them in developing intelligent, accurate, informed, and constructive programs on behalf of the teachers and their students and other employees, together with information which may be necessary for the employee unit to process any grievance or complaint.

- B. The employee unit and its representatives shall have the right to:
 - 1. Use the school building at reasonable hours for meetings.
 - 2. Use facilities and equipment with the exception of the telephone and supplies at reasonable times when school is not otherwise in use.
 - 3. Use interschool mail and mailboxes as it deems necessary.

- C. The rights and privileges of the employee unit and their representatives as set forth above shall be granted only to the duly recognized unit as the exclusive representative of the Association of Administrative and Supervisory Personnel and not to any other organization which does not represent the majority of personnel in each employee group.

ARTICLE III

GRIEVANCE PROCEDURE

DEFINITIONS

The term grievance means a complaint by any Administrator or group of Administrators that there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or decision affecting said administrator or group of administrators.

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

- A. The failure of the Board to renew a contract of a non-tenure administrator;
- B. In matters where the Board is without authority to act;
- C. In matters where a method of review is prescribed by law, or by any rule, regulation, direction, or by-law, of the State Commissioner of Education or the State Board of Education.

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

The term representative shall mean:

1. as to an administrator: A person, firm, agency, or organization named in writing by the association, and
2. as to the Board: A person, firm, agency, or organization named in writing by the Board.

The association shall have the right not to name a representative but in that event the administrator may name another person, agency or organization. The Board and the Association shall have the right to change such representative at any level but not during the pendency of a decision at any given level. Such change shall be made by notice in writing.

The term immediate supervisor shall mean the person to whom the aggrieved administrator is directly responsible under the table of organization prevailing in the school district.

The term party means an aggrieved administrator or group of administrators, his immediate superior, or any staff member below the Superintendent who will directly affected by the determination of the Superintendent in connection with the procedure herein established.

An administrator may institute action under the provision hereof within thirty (30) school days of the occurrence complained of, or within thirty (30) school days after he would be reasonably expected to know of its occurrence. Failure to act within that prescribed time shall be deemed an abandonment of this grievance procedure.

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

The administrator has the right to have a representative appear with him commencing with Level Two, and at all subsequent levels of the grievance procedure/

PROCEDURE

1. Level One:

An administrator shall first present his grievance orally to his immediate superior. A written decision, upon request made within five (5) school days of the hearing, shall be rendered within ten (10) school days of said hearing.

2. Level Two:

If the grievance is not resolved to the administrator's satisfaction, within five (5) school days from the determination referred to in Level One above, the administrator 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.

A copy in writing called for in the paragraph above shall be furnished to the immediate superior of the aggrieved administrator and to the Association.

Within ten (10) school 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.

Within ten (10) school days of said hearing (unless a different period of time is mutually agreed upon) the Superintendent shall, in writing, advise all parties and their representatives, if there be any, of his determination and reasons therefor.

3. Level Three:

In the event of the failure of the Superintendent to act in accordance with the provisions of the two paragraphs above, or in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by any party - the dissatisfied party within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of the determination by him may appeal to the Board of Education.

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

The writings set forth in preceding paragraphs, 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.

If the appellant in his appeal to the Board does not demand a private or public hearing, the Board may consider the appeal on the written record submitted to it, or the Board may on its own, conduct a public hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, if any are furnished, shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant demands in writing a hearing before the Board, a hearing shall be held.

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

4. Level Four:

In the event an administrator is dissatisfied with the determination of the Board he shall have the right to fact finding with recommendations pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Public Laws 1963.

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

The Board and the Association shall attempt to agree upon a mutually acceptable fact finder. If the parties are unable to agree upon a fact finder, they shall immediately and jointly request the Public Employment Relations Commission to appoint a fact finder. In the event the said Commission shall be unwilling or unable to appoint a fact finder, then a request shall be made to the American Arbitration Association to appoint a fact finder.

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In the event of the failure of the Superintendent to act in accordance with the provisions of the two paragraphs above, or in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by any party - the dissatisfied party within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of the determination by him may appeal to the Board of Education.

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If the appellant in his appeal to the Board does not demand a private or public hearing, the Board may consider the appeal on the written record submitted to it, or the Board may on its own, conduct a public hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, if any are furnished, shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant demands in writing a hearing before the Board, a hearing shall be held.

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ARTICLE III

The fact finder shall confer with the representatives of the Board and of the Association and shall proceed with a hearing and submit a written report in the shortest possible time setting forth his findings of fact, reasoning and conclusions on the issues submitted. The fact finder shall be without power or authority to make any recommendations which require the commission of an act prohibited by law. He shall render his findings and recommendations consistent with the terms of this agreement.

In the event of fact finding, the cost of the fact finder's services shall be shared equally by the appellant and the Board. If the appellant is represented by the Association the Association will bear the expense for the appellant. In addition, it is expressly provided that the fact finder services be borne by one party, if in his judgment that party unnecessarily created the need for the fact finding, or did so for the purposes of delay, or which parties' contentions are deemed by him to have been unreasonable and a sham.

Failure at any step of this procedure to communicate the decision on a grievance within the time limits shall permit the administrator 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 an acceptance of the decision rendered at that step, and an abandonment of further grievance procedure. The parties, however, may mutually agree to extend the time periods specified herein.

In the event a grievance should be filed by any administrator who is not subject to the jurisdiction of anyone other than the Superintendent, he shall initiate his grievance at Level Two.

In any case where a grievance is based upon a direct order, ruling, or determination of the Superintendent, the aggrieved administrator may appeal directly to the Board within ten (10) school days of the issuance of said order, ruling, or directive, or within ten (10) school days of the time when same have been brought to the administrator'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 on the aggrieved administrator.

The association shall have the right to be present by representative at any hearing above the informal level, and to make its views known.

Until a grievance is resolved to the satisfaction of all parties, all administrators, including the grievant, shall continue under the direction of the Superintendent of Schools and the administrators regardless of the

ARTICLE III

pendency of any grievance, until such grievance is duly determined, however, duties shall not be varied as of the day before the grievance was first filed.

No complaint arising from a source other than through normal administrative evaluation procedure shall be noted in the personnel file of any administrator without first (a) notifying the administrator in writing of the source and contents of the complaint and (b) affording the administrator a hearing on such complaint if the administrator shall file a written demand therefor within ten (10) days of the notice. The conduct of said hearing shall be according to the procedures outlined in the grievance procedure. Subsequent notation of the complaint and determination shall be made only after a determination in such hearing which is adverse to the said administrator.

ARTICLE IV

The following ranges shall be established for each of the positions covered by the negotiating unit:

PRINCIPAL	\$17,260 - \$24,600
ASSISTANT PRINCIPAL	\$15,700 - \$20,400
DIRECTOR OF SPECIAL SERVICES	\$16,220 - \$20,920.
DIRECTOR OF GUIDANCE	\$15,700 - \$19,880
SCHOOL PSYCHOLOGIST	\$15,700 - \$19,880

The salaries of all employees covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

1. Administrators may individually elect to have any amount of their monthly salary deducted from their pay and deposited in organizations, such as, but not limited to, the East Bergen Teachers' Federal Credit Union.
2. When pay days fall on or during a school holiday, vacation, or weekend administrators shall receive their pay checks on the last previous working day.
3. Administrators will receive on their last working day in June a schedule of dates for salary payments for the following year which will be the fifteenth and thirtieth of each month or the closest working day thereto.
4. Administrators will be employed on a twelve (12) month contract basis and will be paid in twenty-four (24) equal semi-monthly installments.
5. One month vacation will be provided to all administrators. One month will be equivalent to the number of working days in the month of August of the contract year.

ARTICLE V

SICK LEAVE

1. As of July 1, **1973** all administrators employed shall be entitled to twelve (12) sick days for each school year with full compensation as of the first official day of said school year whether or not they report for duty on that day. Unused sick days shall be accumulated from year to year with no maximum limit.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

- A. As of the beginning of the 1973-74 school year administrators shall be entitled to the following temporary leaves of absence with full pay each school year:
1. Four (4) days leave of absence for personal, legal, business, household, or family matters which may require absence during school hours. Application for such leave must be made directly to the Superintendent of Schools at least two (2) days prior to such leave, except in cases of emergency.
 2. Time necessary for appearances in any legal proceeding connected with the administrator's employment or with the school system, except except for negotiations, and not if the administrator initiates the action.
 3. Up to five (5) days at any one time in the event of the death of an administrator's spouse or child.
 4. Up to three (3) days at any one time in the event of the death or serious illness of an administrator's parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, and any member of the immediate household.
 5. Other leave of absence with pay may be granted by the Board of Education for good reason.
- B. Leave taken pursuant to Section A of this article shall be in addition to any sick leave to which the administrator is entitled.
- C. Leaves as defined in this article are non-cumulative.

ARTICLE VI A

EXTENDED LEAVES OF ABSENCE

- A. A leave of absence without pay up to two (2) years shall be granted to any administrator on tenure who serves as an exchange or overseas administrator and is a full time participant in either of such programs or accepts a Fulbright Scholarship.
- B. A leave of absence without pay shall be granted up to one (1) year to an administrator to teach in an accredited college or university.
- C. Military leave without pay shall be granted to any administrator who is inducted into any branch of the armed forces of the United States for the period of said induction.
- D. Any female administrator on tenure may request a maternity leave of absence without pay and such leave will be granted. A maternity leave of absence shall begin not later than three (3) months before the approximate date of the expected confinement and shall continue a year from the September immediately following the date begins except that the Board of Education may, upon the recommendation of the Superintendent of Schools, change either or both of the said periods if in its opinion it appears to be in the best interest of the school system.
- E. A leave of absence without pay up to one (1) year shall be granted for the purpose of caring for a sick member of the tenure administrator's family. Additional leave may be granted at the discretion of the Board of Education.
- F. Other leaves of absence without pay may be granted by the Board of Education for good reason.
- G. Upon return from leave granted for military induction up to two (2) years an administrator shall be considered as if he were actively employed by the Board during the leave and shall be placed at a salary commensurate with the level he would have achieved if he had not been absent, provided, however, that time spent on said leaves shall not count towards the fulfillment of the time requirements for acquiring tenure. An administrator shall not receive increment credit for time spent on a leave granted for any other reason set forth in this Article, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure.

All benefits to which the administrator was entitled at the time his leave of absence commenced, including unused sick leave and credits towards sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, or a substantially equivalent position as offered by the Superintendent of Schools.

- H. Extensions and renewals of leaves shall be applied for in writing by April 1st prior to the expiration of such leave.

ARTICLE VII

SABBATICAL LEAVE

A. Upon submission and approval of the Superintendent of Schools of a proposal for a study program a sabbatical leave shall be granted to a member of the professional staff, which includes employees covered by this agreement. The Board of Education will grant such leave for study, including study in another area of specialization or for other reasons of value to the school system, subject to the following conditions:

1. If there are sufficient qualified applicants, sabbatical leaves shall be granted to one member of the professional staff.
2. Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the administrators' unit and the Superintendent no later than thirty (30) days before the issuance of contracts; and action must be taken on all such requests no later than April 1st of the school year preceding the school year for which the sabbatical leave is requested.
3. The administrator has attained tenure in the River Vale Schools.
4. An administrator on sabbatical leave shall be paid by the Board one hundred (100) per cent for one half year or fifty (50) per cent for one year of the salary rate which he would have received if he had remained on active duty, only if qualified replacement can be found.
5. Upon return from sabbatical leave an administrator shall be placed at a salary commensurate with the level he would have achieved had he remained actively employed in the system during the period of his absence.
6. An administrator who is granted a sabbatical leave shall upon completion of said leave agree to return to the River Vale School District for not less than two (2) years.

ARTICLE VIII

INSURANCE PROTECTION

- A. As of the beginning of the **1973-74** school year, the Board shall provide the health group insurance protection designated below. The Board shall pay the full premium for each administrator and the premium for a full family plan where the administrator has a family.
1. For each administrator who remains in the employ of the Board of Education for a full school year, the Board shall make payment of insurance premiums to provide insurance coverage for a period beginning 90 days from the commencement of work and for a full 12 month period in succeeding years, from July 1st and ending June 30th; unless the new employee transfers from another district participating in the State Health Benefits Plan, such payments and coverage would continue without interruption. Payments will be made in behalf of an administrator who terminates employment as of June 30th through Aug. 31st.
 2. Provisions of the health group insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include any current provisions contained in the State Health Benefits Plan.
- B. The Board will attempt to provide each administrator a description from the insurance carrier of the health group insurance coverage provided under this article, no later than the beginning of the 1970-1971 school year, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE IX

- A. The River Vale Board of Education agrees to pay the membership dues for each administrative membership in professional organizations.

Such payment shall not exceed one hundred and fifty (\$150,00) dollars for each administrator per year subject to the approval of the Superintendent of Schools.

ARTICLE X

Negotiation Procedure

- A. The Board of Education agrees to begin negotiations with the Administrative Unit no later than November 1st.

ARTICLE XI

DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1973 and shall continue in effect until June 30, 1974. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

RIVER VALE ASSOCIATION OF ADMINISTRATIVE AND SUPERVISORY PERSONNEL

BY

Its President

BY

Its Secretary

RIVER VALE BOARD OF EDUCATION

BY

Its President

BY

Its Secretary

SCHEDULE A

The salaries of all employees covered by this agreement are set forth below:

Principal Holdrum School	\$18,903
Principal Roberge School	\$22,600
Principal Woodside School	\$22,600
Ass't. Principal	\$18,173
Director of Guidance	\$18,921
School Psychologist	\$16,676