

4-1034  
02-53

*file*

PREAMBLE

This agreement entered into this 28<sup>th</sup> day of January, 1969, by and between the Board of Education of the Township of River Vale and the unit of Principals and Assistant Principal of the River Vale Public Schools.

THIS BOOK DOES  
NOT CIRCULATE

W I T N E S S E T H

*1969*

WHEREAS, the Board has an obligation pursuant to Chapter 303, Public Laws 1968, to negotiate with the Principals and Assistant Principal as the 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:

I. The Board hereby recognizes the unit of the Principals and Assistant Principal for collective negotiations for the duration of this agreement concerning the terms and conditions of employment of these certificated personnel whether under contract, on leave, or employed by the Board on a full time basis.

II. A.  
The salary for principals will be maintained on a ratio of 130 per cent of the amount specified at the proper step of the teacher's salary guide based on a minimum teacher's salary of \$6800.00.

B.  
The Salary for the Assistant Principal will be determined by a ratio of 120 per cent at the proper step of the teacher's salary guide based on a minimum salary of \$6800.00.

C. Principals and Assistant Principals will be employed on a twelve (12) month basis and will be paid on a forty-four (44) equal semi-monthly installments. Four weeks vacation will be provided.

III. All other benefits derived under negotiations with the River Vale Education Association shall also apply to this unit as follows:

1. Right to institute a grievance as per attached procedure
2. Monthly Salary Deductions
3. Cumulative sick leave based on one (1) day per month of contract without loss of pay
4. Personal Leave
5. Extended Leaves of Absence
6. Sabbatical Leave - except that only one individual from the entire professional staff including principal, assistant principal, teachers, be granted a sabbatical leave during the school year.
7. Health Group Insurance
8. Deductions from salary for Professional Dues
9. Miscellaneous Provisions.

IV. This agreement shall be effective as of July 1, 1969 and continue in effect until June 30, 1970. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

IN WITNESS, whereof, the parties, hereto, have caused this agreement to be signed by the members of the unit and the President and Secretary of the River Vale Board of Education.

\_\_\_\_\_  
BOARD PRESIDENT

\_\_\_\_\_  
PRINCIPAL - HOLDRUM

\_\_\_\_\_  
BOARD SECRETARY

\_\_\_\_\_  
ASSISTANT PRINCIPAL - HOLDRUM

\_\_\_\_\_  
PRIN. (PA) - FORBINE

\_\_\_\_\_  
PRINCIPAL - WOODSIDE

## ARTICLE II

Grievance ProcedureDEFINITIONS

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

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 a contract of a non-tenure employee;
- (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; and in matters where the discretion of the Board may or may not be unlimited but where, after the exercise of said discretion, a further review of the Board's action is available to the employees under the provisions outlined above:

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

The term "representative" shall mean as to an employee, a person, agency or organization named by the unit and as to the board a person, agency or organization named by the board. The unit shall have the right not to name a representative but in that event the employee may name another person, agency or organization.

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, an administrator, or any staff member below the Superintendent who will be directly affected by the determination of the Superintendent in connection with the procedure herein established.

PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within five (5) calendar days of the occurrence complained of, or within five (5) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) 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 present his grievance orally to his immediate superior. 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, to the immediate superior of the aggrieved employee, and to the unit.
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 all parties and their representatives, if there be any, of his determination and reasons therefor.

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 any party - the dissatisfied party, within ten (10) days of the failure of the 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 to the parties and the Board by the appellant:

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 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.
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 and the reasons therefor. 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 advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A demand for advisory arbitration 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 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 equally by the appellant and the board.
15. In the event a grievance should be filed 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 written determination and the reasons therefor, he 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 Paragraphs 12, 13 and 14.

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

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