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**AGREEMENT BETWEEN THE  
RIVER VALE BOARD OF EDUCATION**

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**AND THE  
RIVER VALE EDUCATION ASSOCIATION**

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**1985 - 1987**

X July 1, 1985 June 30, 1987

**PREAMBLE**

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_ by and between the Board of Education of the Township of River Vale, New Jersey, hereinafter called the Board, and the River Vale Education Association, hereinafter called the Association.

**W I T N E S S E T H**

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, as amended and supplemented, to negotiate with the Association 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:

## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. Definitions

1. The term "grievance" means a complaint about the interpretation, application, or alleged violation of this Agreement or policies or administrative decisions affecting the terms and conditions of employment of a teacher or group of teachers.
2. The term "school day" shall mean a day upon which the teacher's attendance is required.

#### B. Procedure

1. A grievance to be considered under this procedure must be initiated by the grievant within thirty (30) school days from the time of its occurrence or the time when the aggrieved became aware or should have become aware of the alleged grievance. Failure to act within such period shall be deemed an abandonment of the grievance.

##### 2. Level One:

A grievant 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. If the grievant desires a written decision, the grievance must be submitted in writing specifying:

- (a) the nature of the grievance;
- (b) the results of any previous discussion; and
- (c) the nature of the remedy which is being sought by the grievant.

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.

##### 3. Level Two:

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

5. Level Four:

In the event a grievant is dissatisfied with the determination of the Board, he shall have the right to carry his grievance to arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974, as amended and supplemented.

The decision rendered by the arbitrator shall be advisory only, except in regard to the interpretation of this Agreement.

A demand for such arbitration shall be made no later than fifteen (15) school 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 grievant and the Board shall mutually agree upon a longer time period within which to assert such a demand.

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

In the event of arbitration, the cost of the arbitrator'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 arbitrator shall have the power to recommend that the cost of the arbitration services be borne by one party, if in his judgment that party unnecessarily created the need for the arbitration, or did so for the purposes of delay, or which party's contentions are deemed by him to have been unreasonable and a sham.

The parties agree that any dispute regarding the interpretation of this Agreement shall be submitted to binding arbitration.

### **ARTICLE III**

#### **COMPLAINT PROCEDURE**

No complaint regarding a teacher made by a parent, student or member of the community shall be noted in the personnel file of any teacher without first (a) notifying the teacher in writing of the source and contents of the complaint and (b) affording the teacher a private hearing on such complaint if the teacher shall file written demand therefor within ten (10) days of the notice. Subsequent notation of the complaint and determination shall be made only after a determination in such hearing which is adverse to the said teacher. In the event the determination is adverse, the teacher shall have the right to attach a written rebuttal to the complaint. Complaints under this Article shall not be subject to the grievance procedure but the failure to follow the procedure set forth herein would be subject to such grievance procedure.

## ARTICLE V

### TEACHER RIGHTS

- A. All teachers shall be protected by, and shall enjoy all benefits provided by Chapter 123, Public Laws 1974.
- B. The Board shall not discriminate against any certified employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in the normal activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under the negotiated Agreement or otherwise with respect to any terms or conditions of employment, so long as these activities do not interfere with the certified employees' regular assignments.
- C. Whenever any teacher is required to appear before the Board or any committee or member thereof concerning any disciplinary matter or any salary increments pertaining thereto, then he shall be given written notice of the reasons for such meeting or interview not less than five (5) days prior to said appearance and shall be entitled to have a representative of his choosing present to advise him and represent him during such meeting or interview.
- D. Any criticism by a supervisor, administrator, or Board Member, of a teacher should be made in confidence and not in the presence of students, parents or other public gatherings. The Board should protect and support school personnel in the proper performance of their duties.

- E. Teachers shall not be required to transport students.
- F. Teachers whose schedules require them to travel between buildings shall not be required to work in more than two schools per day.
- G. Any non-tenured teacher who receives a notice of the non-renewal of his contract may within fifteen (15) days thereafter in writing, request a statement of reasons for such non-renewal from the Superintendent. The Superintendent shall give the teacher a statement of reasons, in writing, within thirty (30) days after his receipt of such request.
- H. It shall be the intent of both parties that a classroom teacher should not be used as a substitute. The Board will attempt to provide substitutes for absent employees whenever possible, in accordance with past practice. In the event a qualified substitute cannot be found, and it becomes necessary to use a staff member as a substitute, then the substitute staff member shall be compensated at the highest current substitute base rate pro-rated over five periods, plus \$5.00 per period, but not a home room.
- I. The practice presently in effect regarding release time when a specialist is teaching a class will be continued.
- J. The present policy of preparation time for the seventh and eighth grade teachers (i.e., five periods per week) will continue.
- K. The Board agrees to post notices in each school of the availability of any certificated position and to provide teachers with an opportunity to apply for such vacancies. Should any vacancy occur during summer closing, the Superintendent shall notify the designated person(s) of the Association.

## ARTICLE VIII

### LEAVES OF ABSENCE

#### A. Sick Leave

1. All teachers employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.
2. In the case of extended illness on the part of a tenured teacher, sick leave shall be extended in accordance with Title 18A:30-6.
3. Teachers shall be notified in writing of their accumulated sick leave days during September of each year.
4. Absences arising out of, or from work connected assault or injury shall be governed by the provisions of Title 18A:30-2.1 and 66-32.1 et. seq.

#### B. Temporary Leaves of Absence

1. Teachers shall be entitled to the following temporary leaves of absence which shall be non-accumulative unless otherwise specified each school year:
  - a. Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Written application for personal leave shall be made to the teacher's principal or other immediate superior at least two (2) days before taking such leave (except in the case of emergencies).
    - (1.) Teachers may request full compensation for a maximum of three days for the following specified reasons:
      - (a.) Observance of religious holidays
      - (b.) Court appearance
      - (c.) Emergencies
      - (d.) College graduation of a child, stepchild, adopted child or spouse.
      - (e.) House closing



## Temporary Leaves of Absence - continued

- c. Days accumulated under 1.a.(2) above may then be utilized by the teacher for a discretionary reason of a personal, legal, business or family nature or for (1.) or (2.) above. In all instances the discretionary day will be accumulated before a specified day. When a teacher has accumulated a maximum of six (6) days, an unused specified day under 1.a.(1) shall convert from an accumulated specified day to an accumulated discretionary day.
- d. These accumulated discretionary days may not be used for more than a two-day block of time; nor as part of a vacation period; nor before and/or after a holiday.
- e. Time necessary for appearances in any legal proceeding connected with the teacher's employment or with the school system, except for negotiations, and not if the teacher initiates the action.
- f. Up to five days at any one time in the event of death of a teacher's spouse, child or parent; and up to a total of ten days per annum in the event of death of a teacher's son-in-law, daughter-in-law; father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent and any member of the immediate household, or serious illness of teacher's spouse, child, or parent or any member of the household listed herein; or in the event of an emergency, approval will be left to the discretion of the Superintendent of Schools. Requests for extension must be submitted in writing and may be granted by the Board.
- g. Time necessary for any person called into temporary active duty in any unit of the U.S. Reserves, or the State National Guard, provided that such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid only the difference between his regular pay and any pay which he receives from the State or Federal government for a period not to exceed two (2) weeks. A writing furnished by the teacher's Commanding Officer shall be adequate to prove the teacher's inability to fulfill the obligation when school is not in session.
- h. Requests for other leaves of absence or extension of leave must be submitted in writing and may be granted by the Board.

Extended Leave - continued

5. Military leave without pay shall be granted to a tenured teacher who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment. A tenured teacher whose spouse enlists or is inducted and wishes to join the spouse may be granted a leave without pay not to exceed a period of two years.
6. A leave of absence without pay of up to one (1) year shall be granted a tenured teacher for the following:
  - a. caring for sick members of teacher's immediate family.
7. Requests for other leaves of absence without pay must be submitted in writing and may be granted by the Board.
8.
  - a. Upon return from leave granted under provisions of Section D. 3, 4, 5 and 7, if granted for professional purposes, a teacher shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A teacher shall not receive increment credit for time spent on a leave granted for any other reason set forth in this Section.
  - b. All the benefits to which a teacher was entitled at the time his leave of absence commenced, including unused accumulated sick leave, unused personal days, and credits toward sabbatical eligibility shall be restored to him upon return.

F. Anticipated Disability Leave

1. Preliminary Provisions

- a. Any teacher who anticipates undergoing a state of disability such as, but not limited to surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon said anticipated disability in accordance with provisions hereinafter set forth.
- b. Any teacher anticipating a leave under the provisions of Anticipated Disability Leave shall notify the Superintendent of Schools through his/her immediate superior as early as the teacher is able. Any teacher anticipating a disability leave arising out of a pregnancy shall provide such notification at least sixty (60) days prior to the anticipated date of the birth except in cases of emergency.

2. Request for Leave Based on Claim of Anticipated Disability

- a. Any teacher who desires to continue or not continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said teacher produces a statement of his/her physician, at the written request of the Board, stating that said teacher is physically capable or incapable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the teacher is capable or incapable of performing said duties.
- b. In no event shall the Board be obligated to permit a teacher anticipating a state of disability to continue in the performance of his/her duties when the disability interferes with his/her performance. The Board may then require a second medical opinion by a physician of its choice to determine whether said teacher is able to continue in the performance of his/her duties. Should a third opinion become necessary, both parties shall attempt to agree on a mutually acceptable physician.
- c. All policies, practices, rules and regulations applicable to teachers who are granted sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 - 7 and of this Agreement shall be applicable to all teachers applying for leave under paragraph 2 of this section. Such teachers shall receive no lesser consideration than any other teachers nor shall they receive any greater consideration.

G. Child Rearing Leave

1. Any tenured teacher shall be entitled to leave without pay for child rearing purposes.
2. In cases where both husband and wife may be teachers in this school system, only one of said persons shall be entitled to such leave.
3. In the case of female teachers, the application for child rearing leave may be made to become effective immediately upon termination of the anticipated disability leave.
4. Child rearing leave shall be granted for a period
  - a. that shall commence immediately following
    - (1) an adoption placement or
    - (2) a disability leave arising out of a pregnancy, and
  - b. that shall cease on or before the end of the school year in which the placement or birth occurred.

Applications for this child rearing leave shall be filed at least thirty (30) days before the date upon which the leave is to begin. Exceptions to this time period may be granted at the discretion of the Superintendent of Schools.

5. In addition to child rearing leave provision in paragraph four above, child rearing leave shall also be granted for a period beginning on the first day of a school year and ending on the last day of the same school year. Applications for this "year" of child rearing leave shall be filed before April 1 immediately preceding the September in which the leave is to commence. When a "year" of child rearing leave is requested in connection with a birth occurring after March 1, the teacher shall have until the immediately following June 30 to request the leave for the immediate following school year. Only one "year" of leave under this section of child rearing leave shall be granted per child.
6. Where a child rearing leave is requested, the teacher requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.

Retirement Plan - continued

4. The retiree may elect to receive payment under this provision; a) June 30 of the retirement year; or, b) January 1 of the subsequent calendar year.
5. Reimbursement under this provision shall be for 1985/1986:

<u>Unused Sick Days</u>	<u>Rate per Day</u>	<u>Ranges</u>
Minimum 80 to 140	\$15.00	\$1,200 to \$2,100
141 to 190	17.50	2,467.50 to 3,325
191 and over	20.00	3,820 to Maximum 4,600

Reimbursement for 1986/1987 shall be:

<u>Unused Sick Days</u>	<u>Rate per Day</u>	<u>Ranges</u>
Minimum 80 to 140	\$17.50	\$1,400 to \$2,450
141 to 190	20.00	2,820 to 3,800
191 and over	22.50	4,297.50 to Maximum 5,175

**ARTICLE X**

**SALARIES**

- A. 1. The salaries of all teachers covered by this Agreement are set forth in Schedule A - 1 and A - 2 and this Article.
2. The Board agrees to establish a longevity pay plan based on the number of years' experience within the River Vale School District as follows:

<u>1985/1986</u>	<u>1986/1987</u>
16th and 17th year - \$ 500	14th to 17th year - \$ 500
18th to 20th year - 700	18th to 20th year - 700
21st to 24th year - 900	21st to 24th year - 900
25th to 29th year - 1100	25th to 29th year - 1100
30th year and over - 1300	30th year and over- 1600

To qualify for longevity pay, length of service must be continuous in the River Vale School District.

An employee will retain his length of service for longevity during an approved leave of absence but the period of such absence shall not be counted in determining his years of experience within the school district.

An employee who leaves and subsequently returns to employment in the District will, upon completing a period of time equal to the time spent away from District employment, have his previous length of service restored. Example: An employee with 10 years of service leaves for two years - upon completing two years of service upon return to the District, the employee will have 10 years of service.

Salaries - continued

5. Commencing 1986/1987 a BA + 30 salary level shall be added to Schedule A-2. To qualify for this level a teacher must:
  - a. Prior to December 15, 1985 any current teacher must submit to the Superintendent of Schools evidence of 30 earned credits for placement on BA + 30 level in 1986/1987.
  - b. Subsequently, all course work for the BA + 30 level must be functionally related to the individual teacher's assignment, with prior approval of the Superintendent of Schools.
  - c. Current employees desiring to move to BA + 30 level for the 1986/1987 school year must submit evidence to the Superintendent of Schools by December 15, 1985 for such consideration.
  - d. For staff currently at the BA + 15 level, all prior courses shall be deemed acceptable. After December 15, 1985 the balance of the 30 credits will require prior approval of the Superintendent of Schools, who will determine that the courses are functionally related to the teacher's assignment.
- B. 1. Teachers employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments in accordance with Title 18A:27-6. Final checks will be issued upon completion of all obligations and duties as listed on the teachers' check list.
2. When pay days fall on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last previous working day.

C. Teacher Evaluation

A teacher shall be given a copy of any class visit or evaluation report prepared by the evaluators at least one (1) day before any conference to discuss it and within ten (10) school days after it has been written. No such report shall be submitted to the central office, placed in the teacher's file or otherwise acted upon without prior conference with the teacher.

Salaries - continued

8. A teacher from whom an increment has been withheld shall have the following three procedures available for its restoration:
  - a. Restoration shall be automatically granted if the teacher receives an evaluation of outstanding performance and a recommendation for restoration from his principal in each of the two consecutive school years immediately following the withholding of the increment.
  - b. Restoration may be granted by the Board upon written appeal by the teacher to the Board at the end of the third school year immediately following the withholding of the increment.
  - c. Restoration may be granted by the Board upon recommendation to the Board by the Superintendent of Schools in the fourth year immediately following the withholding of the increment or in any year thereafter.



**ARTICLE XII**

**EXTRA PAY FOR EXTRA SERVICE**

- A. For services rendered beyond the normal professional responsibilities of the teacher, the items listed under Schedules B - 1 and B - 2 are to be compensated in the amounts indicated.

## ARTICLE XIV

### INSURANCE PROTECTION

- A. The Board shall provide the health/group insurance protection designated below for the term of this Agreement. The Board shall pay for the full premium for each teacher and the premium for family coverage only where such coverage is specifically extended by the Board.
1. For each teacher who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for a period beginning 90 days from commencement of work and for a full 12 month period in succeeding years, from September 1st and ending August 31st; 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 through August 31st in behalf of a teacher who terminates employment as of June 30th.
  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. Such coverage is extended to the employee and family.
  3. Provisions of the group dental insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include any current provisions contained therein. Such coverage is extended to the employee and family.
  4. Provisions of the group optical insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include any current provisions contained therein. Such coverage is extended to the employee and family.
- B. The Board will attempt to provide to each teacher a description, from the insurance carrier, of all group insurance coverage provided under this Article, no later than the beginning of each school year, which shall include a clear description of conditions and limits of coverage as listed above.

Representation Fee - continued

The Association, before any deductions are made, must first establish a demand and return system. This system will provide that a non-union member may appeal the amount of the representation fee assessed against him/her. The Association will provide the non-member with a full and fair hearing, and has the burden of proof in justifying the amount of the fee. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal further. All funds in this instance will be held in escrow during that period of time.

4. Indemnification and Save Harmless Provision: The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph.
5. Termination of Employment: If a Bargaining Unit Member who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said Bargaining Unit Member during the membership year in question and promptly forward same to the Association.

The procedure explained above will apply to all association members and not just to those who pay a representation fee. This is meant to provide equal treatment for association and non-association members.

6. Mechanics: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

Miscellaneous Provisions - continued

- F. The parties agree to follow the procedures outlined in this Agreement, if provided, and in that event, to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.
- G. It is agreed that the Board shall follow the Equal Employment Opportunity Laws and Regulations in carrying out the terms and conditions of employment.
- H. Any individual contract between the Board and an individual teacher, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- I. This Agreement incorporates the entire understanding of the parties on all negotiable matters, whether contained herein or not, and shall not be added to or deleted from during the term hereof except by mutual agreement.

SCHEDULE A - 1  
 RIVER VALE PUBLIC SCHOOLS  
Salary Guide - 1985 - 1986

<u>STEP</u>	<u>B.A.</u>	<u>B.A. + 15</u>	<u>M.A.</u>	<u>M.A. + 15</u>	<u>M.A. + 30</u>
1	18,500	18,850	20,100	20,500	21,600
2	18,800	19,150	20,500	20,900	22,100
3	19,100	19,450	20,900	21,300	22,600
4	19,400	19,750	21,300	21,700	23,100
5	19,700	20,050	21,700	22,100	23,600
6	20,200	20,550	22,200	22,600	24,200
7	20,700	21,050	22,700	23,100	24,800
8	21,200	21,550	23,200	23,600	25,500
9	21,700	22,050	23,700	24,100	26,200
10	22,400	22,750	24,300	24,700	27,200
11	23,100	23,450	24,900	25,300	28,200
12	24,100	24,450	25,900	26,300	29,200
13	26,100	26,450	29,100	29,500	30,900
14	28,750	29,100	31,800	32,200	33,900
15	31,425	31,775	34,500	34,900	36,925

Longevity:

16th and 17th Year -	\$500
18th to 20th Year -	700
21st to 24th Year -	900
25th to 29th Year -	1,100
30th Year and Over -	1,300

SCHEDULE B - 1 - 1985/1986

EXTRA PAY FOR EXTRA SERVICES

GROUP A Essential Programs

Art Display and Art Shows - Preparation and Presentation	600.00
Music - Concerts and Programs - Preparation and Presentation	600.00
Physical Education - Elementary Physical Activities Program	800.00
Media/Audio Visual - Elementary	375.00
Media/Audio Visual - Middle School	425.00
Safety Patrol - All Schools	260.00
Yearbook Advisor - Middle School	700.00
Student Council Advisor - Middle School	550.00
Middle School Drama - Director	750.00
- Assistant Director	430.00
- Costume	125.00
- Sets	125.00
- Publicity	100.00
Bowling League - Middle School	325.00
Graduation Director	150.00
Intramural Activities - Middle School - up to 4 per year - minimum 10 sessions each	900.00

GROUP B Student Activities

Dramatics Club - Elementary Schools	150.00
Newspaper Club - All Schools	290.00
Science Club - Elementary Schools	160.00
Creative Writing Club - All Schools	150.00
Computer Club - All Schools	150.00
Miscellaneous Activities at All Schools for sponsors of co-curricular activities requiring a commitment beyond the normal anticipated time for student groups, at the discretion of the Board, upon the recommendation of the Superintendent.	1300.00

GROUP C - 1 Interscholastic Sports

Years Experience	<u>0</u>	<u>1-2 Years</u>	<u>3-4 Years</u>	<u>5 Years &amp; Over</u>
	1,000	1,100	1,200	1,350
Basketball				
Soccer - Boys - Girls				
Wrestling				
			Softball - Girls	
			Baseball - Boys	
			Volleyball	

GROUP C - 2	375	400	425	450
Cheerleading				
Assistant Coach				

LONGEVITY GROUP C -	6 to 10 Years	-	\$100
	11 Years and Over		200