

HOBOKEN BOARD OF EDUCATION

AND

ADMINISTRATORS AND SUPERVISORS ASSOCIATION

AGREEMENT

July 1, 1985 to June 30, 1988

TABLE OF CONTENTS

Page

Article 1.1 - 1.2	Bargaining Agents - Definitions	1
Article 2.1 - 2.4	Negotiation Procedure	1
Article 3.1 - 3.11	Grievance Procedure	2
Article 4.1 - 4.5	Administrator Rights	6
Article 5.1 - 5.3	Association Rights and Privileges	8
Article 6.1 - 6.3	Administrators Responsibility	9
Article 7	Right to Full Knowledge	10
Article 8	Sick Leave	11
Article 9	Temporary Leave	14
Article 10.1 - 10.6	Sabbatical Leave	15
Article 11.1 - 11.6	Extended Leaves of Absences	18
Article 12	Administrative Vacancies-Promotions	20
Article 13.1 - 13.5	Professional Development & Improvement	21
Article 14.1 - 14.3	Insurance Protection	22
Article 15.1 - 15.4	Deductions From Salary	23
Article 16.1 - 16.4	Miscellaneous Provisions	24
Article 17.1 - 17.6	Salary	26
Article 18	Reopener Clause	28
Article 19	Duration	29

ARTICLE 1

- 1.1 In accordance with Chapter 303, Public Laws of 1968, the Board hereby recognizes the Hoboken Administrators and Supervisors Association as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for administrators and supervisors of the Hoboken public schools excluding the Superintendent and Assistant Superintendents.
- 1.2 Unless otherwise indicated, the term "Administrator" when used herinafter in this agreement, shall refer to all professional employees represented by the association (Principals, Vice-Principals, Directors, Supervisors, Administrative Assistants in the negotiating unit. Reference to male administrators shall include female administrators.

ARTICLE 2

- 2.1 The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws* 1968 in a good faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment. Negotiations shall begin no later than November 1 of the calendar year preceding the calendar year in which this agreement expires.
- 2.2 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals,

and make counterproposals in the course of negotiations.

2.3 Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any administrator's benefits existing prior to its effective date.

2.4 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both the parties at the times they negotiated or executed this Agreement.

This Agreement shall not be modified in whole or in part by the part except by an instrument in writing duly executed by both parties.

ARTICLE 3

Grievance Procedure

3.1 The term "grievance" means a complaint or claim that there has been improper application, interpretation or violation of any term or provision of this contract or administrative decisions affecting any administrator or group of administrators.

ARTICLE 5

Association Rights and Privileges

5.1 Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay and/or benefits.

5.2 Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or

ARTICLE 5

Association Rights and Privileges

- 5.1 Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay and/or benefits.
- 5.2 Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.
- 5.3 The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the administrators, as defined in the unit, and to no other organization.

- 3.2 A grievance may be filed by an individual, a group of individuals, or by the Association, (either in its own name or as the representative of a group or class whose individual signature shall not be necessary.) Any grievance must be lodged at the proper initiating level within thirty (30) school days of the happening of the event.
- 3.3 Failure at any step to communicate the decision of a grievance within the specified time limitation shall mean the grievance advances to the next level.
- 3.4 An individual administrator who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally. However, if the grievant is the Association, the initial discussion shall be at the level of the Superintendent: and, in such event, if the problem is not resolved to the satisfaction of the Association within ten (10) school days after the conclusion of the discussion, the procedures prescribed in the subsections of this Section shall become applicable.
- 3.5 Level One - Immediate Superior
- If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) school days, he shall set forth his grievance in writing to the immediate superior specifying:
- a. the nature of the grievance;
 - b. the nature and extent of the injury, loss or inconvenience;
 - c. the result of the previous discussion;
 - d. his dissatisfaction with decisions previously rendered. The immediate superior shall communicate his decision to the grievant in writing within five (5) school days of receipt of the written grievance.

3.6 Level Two - Superintendent of Schools

The grievant, no later than five (5) school days after receipt of the immediate superior's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) school days. The Superintendent shall communicate his decision in writing to the grievant and the immediate superior.

3.7 Level Three - Arbitration

If the decision of the Superintendent does not resolve the grievance to the satisfaction of the grievant, written notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within ten (10) school days after the receipt of the decision which is being appealed. Where, however, the grievant elects so to proceed without the Association's concurrence, the costs shall be borne or shared by the Association.

The grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of the American Arbitration Association. The arbitrator shall be limited to the issues submitted and shall consider nothing else. Nothing can be added or subtracted from the Agreement between the parties or any policy of the Board of Education. The opinion and award shall be final and binding. Only the Board, the aggrieved, and appropriate officials of the Association shall be given copies of the arbitrator's Opinion and Award.

This shall be accomplished within thirty (30) calendar days of the completion of arbitrator's hearings.

3.8 Rights of administrators to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by (his) representative and/or his attorney. If the grievance is with the support of the Association, the Association has the right to approve and/or select an attorney at the arbitrator level.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or at any later level, be notified that the grievance is in process, and have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

3.9 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3.10 No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

3.11 Costs

Each party will bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which will be shared

by the two parties and such costs will be shared equally.

Time lost by any grievant and/or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

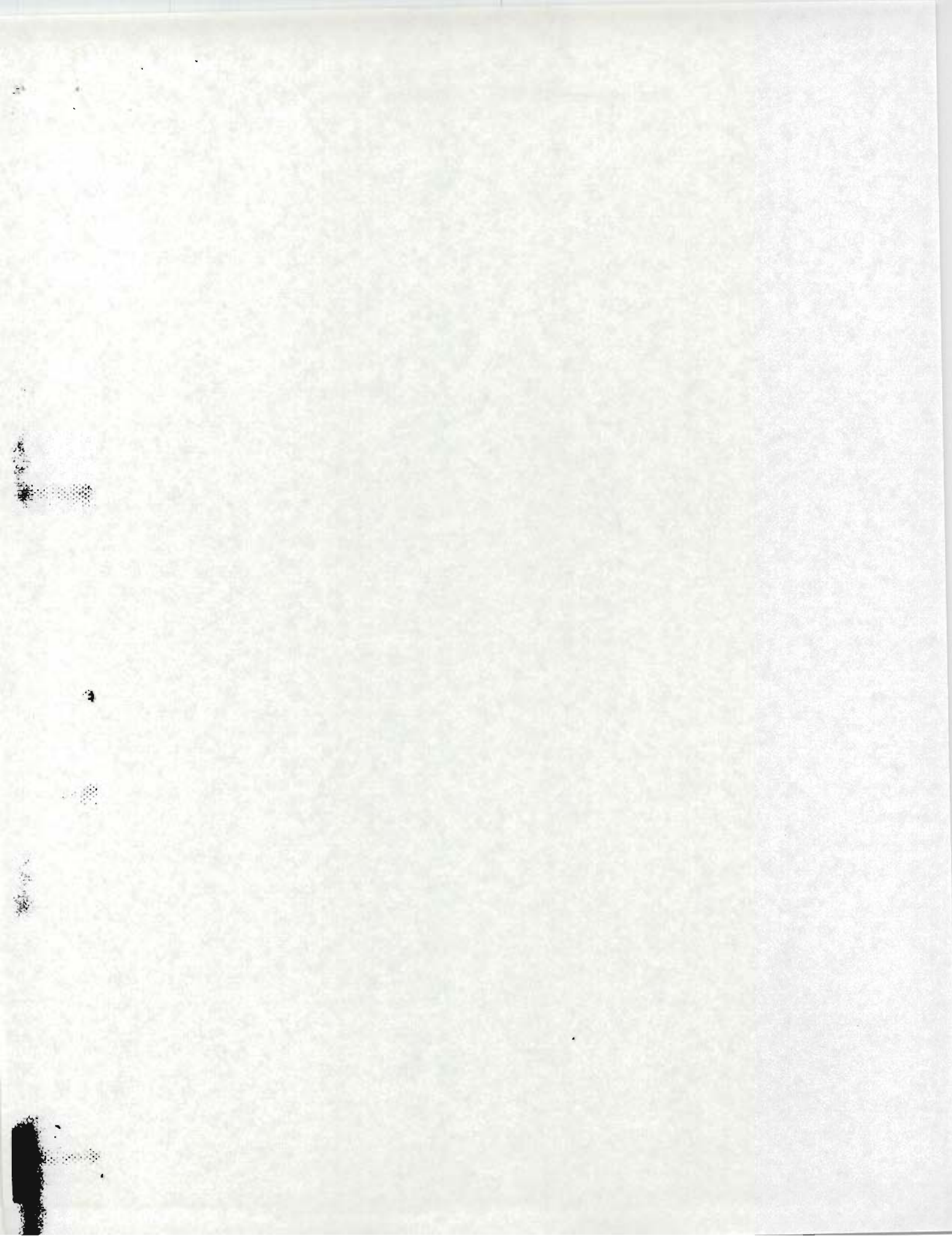
ARTICLE 4

Administrator Rights

- 4.1 Pursuant to Chapter 303, Public Law 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States: that it shall not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason by his membership in the Association, his participation in any activities of the Association, collective negotiations with the Board, or his institution of any grievance complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.
- 4.2 Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he : have under New Jersey School Laws or other applicable laws and regulations. The rights granted to administra-

tors hereunder shall be deemed to be in addition to those provided elsewhere.

- 4.3. No administrator shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and the limitations as set forth in Article 3.
- 4.4 Whenever any administrator is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter that could result in the termination of employment of that administrator, he shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and shall have (a) representative(s) of the Association and/or attorney present to advise him and represent him during such meeting or interview. Any suspension shall be with pay until formal determination by the Board of Education. The Association shall have the right to be present to protect the interests, not only of the individual involved but also of the organization as the bargaining representative exclusively reorganized.
- 4.5 Any criticism by a superior or Board member of an Administrator shall be made in confidence and not in the presence of teachers, parents, students or public meeting.
- 4.6 Any criticism by a member of the bargaining unit of a superior or board member, as individuals, shall be made in confidence and not in the presence of students, parents or public gatherings.



ARTICLE 6

Administrative Responsibility

- 6.1 In the event the chief school building administrator is unable to work for a period of more than one hundred and twenty (120) calendar days, the Superintendent shall designate a replacement in an acting capacity immediately following the one hundred and twentieth (120) calendar day, this person shall remain in this capacity until the administrator returns or an individual is appointed on a full time basis. The designee shall be compensated at the prevailing rate provided that rate is greater than his regular salary.
- 6.2 Adequate secretarial assistance shall be provided for administrators in order that they may devote their total effort to the professional implementation of their assigned responsibilities.

ARTICLE 7

Right to Full Knowledge

7. Whenever any administrator is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that administrator in his office, position, or employment - or the salary or any increments pertaining thereto - then he shall be given prior written notice of the reasons for such meeting. He shall be entitled to be represented by the Association or have a person of his own choosing present to advise and represent him during such meeting or interview.

ARTICLE 8

SICK LEAVE

8.1 The scale for allowable absence shall be:

Category

- a. 1 to 5 years service - 8 days per year
- b. 6 to 10 years service - 13 days per year
- c. 11 to 20 years service- 18 days per year
- d. Over 20 years service - 23 days per year

8.2 Each administrator in Category A shall be allowed eight (8) days absence in one school year for the reason of personal illness. Administrators in Category A may accumulate all their unused personal illness days. While there is no accumulation, there shall be no salary deduction for absence due to personal illness.

8.3 Each administrator in Category B shall be allowed thirteen (13) days absence in one school year for the reason of personal illness. Administrators in Category B may accumulate all their unused personal illness days. While there is an accumulation, there shall be no salary deduction for absence due to personal illness.

8.4 Each administrator in Category C shall be allowed eighteen (18) days absence in one school year for the reason of personal illness. Administrators in Category C may accumulate their unused personal illness days to a maximum of fifteen (15) per year. While there is an accumulation, there shall be no salary deduction or absence due to personal illness.

- 8.5 Each administrator in Category D shall be allowed twenty-three (23) days absence in one school year for the reason of personal illness. Administrators in Category D may accumulate their unused personal illness days to a maximum of fifteen (15) days per year. While there is an accumulation, there shall be no salary deduction for absence due to personal illness.
- 8.6 All accumulated days prior to July 1, 1971, will be calculated and based on the leave policy heretofore in existence. A maximum of ten (10) days per year unused personal illness days shall be applied with respect to such prior accumulation.
- 8.7 The Superintendent of Schools may require medical certificates to accompany excuse blanks for each payroll period. The Board shall, upon application, of an administrator who has exhausted his sick leave, accept and review requests in writing for extended leave due to severe personal illness. The application must be accompanied by the written statement of the personal physician of the administrator, and said medical opinion must be verified by the Board physician. Having gathered all facts and medical opinions aforementioned, the Board shall review the application and, at its discretion, may grant the extended leave.
- 8.8 An administrator who elects to retire under one of the plans of the N.J.T.P.A.F. shall be granted the cash value for 50% of all unused accumulated personal illness days. The cash

value shall be based upon 1/200 of the annual salary at the time of retirement for each unused personal illness day, after the 50% factor has been applied. Payment shall be made in one lump-sum payment in the final salary check issued in the retirement year, or on a two (2) year payout, at the option of the employee.

- 8.9 An administrator, upon resignation with approval of the Board of Education, after ten (10) years of regularly appointed service, shall receive a lump-sum payment equivalent to one-half (1/2) of the then current substitute per diem pay for each unused day accumulated in his personal leave bank. In the event of death before retirement, but after ten (10) years of service, the administrator's estate shall receive the lump-sum payment described in this paragraph.
- 8.10 Administrators, on request, shall be furnished in writing by October 1st of their total accumulated unused sick leave as of the prior June 30th.
- 8.11 In the event an administrator exhausts accumulated sick leave as a result of extended illness, the Board of Education may, in its discretion, grant extended sick leave pursuant to N.J.S.A. 18A:30-6, providing persons granted such leave shall receive their daily salary less the pay of a substitute. Disputes concerning the granting or denial of leaves pursuant to this provision shall be submitted to the Commissioner of Education.

ARTICLE 9

TEMPORARY LEAVE

9. No deduction in administrator's salary shall be made nor absence days deducted for the following:

- a. Absence due to injury arising out of or in the course of employment. (A school doctor to certify as to the extent of the injury and recommend the period of convalescence.)
- b. Legal Summon to court
- c. Professional Conferences

Each administrator shall be entitled to attend national, state professional conferences or meetings without a reduction in pay.

Request for permission to attend these professional meetings shall be made in writing to the Superintendent of Schools, at least thirty (30) days prior to the Conference date, whenever possible.

Expenses incurred by members as a result of their attendance and participation in these meetings or conferences shall be approved by Superintendent of Schools and paid by the Hoboken Board of Education, in accordance with Board Policy.

A summary of all such conferences and meetings attended shall be submitted to the Superintendent of Schools

- d. Funerals of immediate members of a family, not to exceed four (4) consecutive work days per funeral.
- e. Marriage of an administrator, not to exceed four (4) days. Prior notification to the Superintendent of not less than two (2) weeks is required.
- f. Each administrator shall be entitled to two personal days leave per year.

ARTICLE 10

Sabbatical Leave

10.1 Sabbatical leave is a plan of professional improvement designed to help maintain instructional service at the highest level of quality and efficiency. While satisfactory service is its prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to administrators for their professional advancement so that they may better serve the Hoboken School District.

The policy of granting sabbatical leaves of absences is established solely for the purpose of promoting more efficient conduct of the Hoboken Schools. In no case, therefore, is an application for such leave recommended by the Superintendent or approved by the Board of Education unless, in their considered judgment, the professional competence of the staff member and general efficiency of the school system will thereby be benefited.

The criterion used for judging a particular leave of absence will be whether it will contribute to the improvement of the educational service to Hoboken Public Schools Students.

10.2 One (1) administrator per year may be granted sabbatical leave under the following conditions:

- a. Applicants must have held an administrative position for three (3) continuous years.
- b. The leave will not exceed (1) year.
- c. Salary will be three-fourths (3/4) of the actual annual salary the administrator would have earned had the leave not been granted.

- d. Salary after returning will be equal to what the administrator would have received if the leave had not been granted
- e. Administrator returning from the sabbatical agrees in contract to serve the Hoboken School System a minimum of two (2) months for each month of the leave.
- f. Application must be made six (6) months prior to date of requested leave via detailed letter to the Superintendent of Schools. Action must be taken on all sabbatical requests within ninety (90) days of submittal date.

10.3 If an administrator fails to continue in service after a sabbatical leave of absence, such administrator shall repay to the Board of Education a sum of money equal to one-twenty fourth (1/24) of salary received while on leave of absence for each month of the unperformed part of the service contract, unless such administrator is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation.

10.4 The period of sabbatical leave shall count as regular service for the purpose of retirement planning; and contributions by the administrators to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired and the Board shall continue all fringe benefits during the sabbatical period.

10.5 Should the program pursued by an administrator on sabbatical leave be interrupted by a serious accident or illness during such leave, (established by evidence satisfactory to the Superintendent), this fact shall not constitute a breach of the conditions of such leave nor prejudice the administrator against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent was notified of such accident or illness by certified letter within thirty (30) days of it.

10.6 If the Superintendent is convinced that an administrator on sabbatical leave is not fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse after giving the administrator opportunity to be heard. Such termination shall be subject to the grievance procedure.

ARTICLE 11

Extended Leaves of Absence

- 11.1 Military leave without pay shall be granted to any administrator who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at time of discharge.
- 11.2 Administrators may apply to the Board for a maternity leave of absence without pay which shall be granted at any time. However, in other than emergency situations, reasonable notice shall be given to the Board in order for it to have sufficient time to obtain an adequate replacement. The Board may request a pregnant administrator to produce a certificate from her physician certifying to the fact that the administrator is medically capable of performing her function as an administrator without reasonable risk or harm to herself or diminution in her ability to function. If the certificate is not produced within ten (10) days from the date of request or if the administrator's physician fails to certify as hereinbefore stated, then, and in that event, the administrator may be required to commence her leave forthwith. Nothing herein shall preclude an administrator from using sick leave for disability incurred as a result of pregnancy or complications arising therefrom. Maternity and/or child rearing leave of absence shall be terminated provided ninety (90) days notice is given to the Board of the administrator's intention and ability to return to his/her position. Such leave shall not extend beyond one (1) year. Upon request, an additional leave of one (1) year may be granted for child care. This may not be renewed after expiration.

Should any administrator absent on maternity develop any illness or malady as a result of such pregnancy and be unable to resume her work at the end of her said leave because of such illness or malady, she may be granted further leave of absence not to exceed one (1) year, without pay, upon the recommendation of the Medical Director of the Board of Education and subject to the approval of the Board of Education until she has recovered from such illness. Any administrator adopting a child shall be eligible to receive leave similar to maternity leave which shall commence upon his or her receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements for the adoption.

11.3 The Board shall grant a leave of absence without pay to any administrator to campaign for or serve in a public office, or to campaign for a candidate for a public office other than themselves.

11.4 Other leaves of absence without pay may be granted by the Board for good reasons.

11.5 All benefits to which an administrator was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon his return. He shall be assigned to the same administrator category which he held at the time said leave commenced, and the Administrator shall be returned to the salary he would have attained if not on leave and on the new salary schedule. Military leave provisions for employee rehiring shall apply according to law.

11.6 All extensions or renewals of leaves shall be applied for in writing and granted in writing.

ARTICLE 12

Administrative Vacancies - Promotions

12.1 A notice of vacancy in an administrative position shall be posted in all schools and a copy shall be sent to the Association president, when practical, fifteen (15) work days, before the final date when application must be submitted. The notice of vacancy shall set forth the position, its qualifications, its duties and the rate of compensation. It is understood that the qualifications for such position shall not be changed while applications are pending. If a vacancy should occur during the summer months the Association president shall be notified in writing.

ARTICLE 13

Professional Development and Improvement

- 13.1 The Board of Education shall reimburse members of the Association for all tuition, fees and book cost for approved college and university courses.
- 13.2 No more than six (6) credits of reimbursement courses shall be taken in any one (1) semester.
- 13.3 Official transcripts shall be considered as proof of having taken a course or courses.
- 13.4 Courses must be approved by the Superintendent prior to registration.
- 13.5 Reimbursement shall follow submission of an itemized voucher with official transcripts attached.

ARTICLE 14

Insurance Protection

- 14.1 The Board agrees to continue full family coverage of Blue Cross, Blue Shield, Rider J. Major Medical.
- 14.2 The Board also agrees to continue full family coverage of the Blue Cross-Blue Shield Dental Plan, and prescription plan for all Administrators.
- 14.3 The Board shall provide to each Administrator a description of the health-care insurance coverage provided under this ARTICLE, which shall include a clear description of conditions and limits of coverage.

ARTICLE 16

Miscellaneous Provisions

16.1 Participation in Administrative Policy Making

The Association will be consulted by the Superintendent and given an opportunity to participate in the development of administrative policies and procedures.

16.2 Involuntary Reduction of Administrative Personnel

There shall be no reduction in administrative staff except for good cause. In the event of reduction in administrative staff, every attempt will be made to place this person (s) in a professional position within the district. No person outside of the district shall be employed in a position for which an individual who is affected by a reduction in staff is certified.

16.3 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement as established by the written rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of the Agreement. Unless otherwise provided in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any administrator benefits existing prior to its effective date.

16.4 Any individual contract between the Board and an individual administrator, heretofore or hereafter executed, shall be subject to and consistent with the terms of conditions of the Agreement.

If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE 17

17.1 All administrators and supervisors will receive a salary differential based on the maximum step of the teachers' guide for the same professional preparation.

17.2 Effective 9/1/85, the salary differential for administrators and supervisors shall be as follows:

	<u>1985-86</u>	<u>1986-87</u>	<u>1987-88</u>
All Vice-Principals and Supervisors	- 9,370	9,650	9,945
All Principals and Directors	- 13,490	13,895	14,310
High School Principal	- 15,550	16,015	16,495
Administrative Assistants	- 16,275	16,760	17,260

17.3 Service Longevity (85-86)

Each administrator shall be entitled to longevity payments for total service to the District as per the following schedule:

15 years	-----	\$1000.00
20 years	-----	250.00
25 years	-----	300.00
30 years	-----	250.00

17.4 Administrative Longevity (85-88)

Each administrator shall be entitled to longevity payments for administrative service to the District as per the following schedule:

6 years	-----	\$800.00
12 years	-----	800.00
15 years	-----	800.00

17.5 Effective July 1, 1983 all Administrative appointees will receive the salary differential by the following schedule:

A) New Administrative appointees

Three year guide of three equal increments up to the total differential

B) Promotions of present Administrators

Two year guide of two equal increments up to the total differential.

17.6 All members of the bargaining unit whose salaries are based on the Administration differential as defined in 17.2 shall commence employment five working days prior to September 1 and shall conclude no later than June 30.

17.7 Shall an Administrator be assigned to work by the Superintendent of schools, during the period between the end of one school year and the start of the next, that Administrator shall be reimbursed on a pro-rata basis of the annual salary.

ARTICLE 18

18.1 The Administrators and Supervisors Association shall have the right to reopen negotiations for any and all additional benefits received by other District personnel during the effective duration of this contract.

ARTICLE 19

19.1 This agreement shall be in full force and effect as of July 1, 1985 and shall continue in full force until June 30, 1988.

Contract 1117

MEMORANDUM OF UNDERSTANDING

ADMINISTRATORS / SUPERVISORS ASSOCIATION

LIBRARY
INSTITUTE OF MANAGEMENT

JUL 7 1990

July 5, 1990
RUTGERS UNIVERSITY

Three Year Contract	1988-89	1989-90	1990-91
Raise on Differential	6%	6%	6%

Everything else remains the same.

SIGNATURE

ADMINISTRATORS/SUPERVISORS

Jane J. Ranga
Paul J. J. [Signature]

SIGNATURE

HOBOKEN BOARD OF EDUCATION

[Signature] 9-11-90
[Signature] 9/11/90
[Signature]
[Signature]

Approved 9/11/90

MEMORANDUM OF AGREEMENT

The parties hereto mutually agree to adopt the Sick Leave Payment Upon Retirement Program as set forth in the Hoboken Board of Education Policy No. _____.

The parties further agree that the Hoboken Board of Education retains the sole and absolute discretion to alter, modify or terminate the benefits set forth in said Policy.

The parties further agree that the Board is under no obligation to negotiate with the Association in the event the Board shall alter, modify or terminate the benefits set forth in said Policy.

An employee who qualifies for benefits under this policy as well as under a collective negotiations agreement shall have the option of selecting either the Board policy program or the collective bargaining agreement program. If the Board alters, modifies or terminates this policy, such action shall not change, in any way, the provisions in a collective bargaining agreement. Further, if the Board alters, modifies or terminates this policy, any retired employee commences receiving the benefits of this policy, such retired employee shall be guaranteed the full benefit.

Charles J. Pastorello
ASSOCIATION

[Signature]
HOBOKEN BOARD OF EDUCATION

6/17/90
Date

6-12-90
Date

POLICY
BOARD OF EDUCATION
HOBOKEN

SICK LEAVE UPON RETIREMENT PROGRAM

Effective June 15, 1990, an employee who retires from active employment with the Board of Education shall be entitled to the benefits set forth in this policy. "Retirement" shall be as defined by the Division of Pensions. Any employee on an unpaid leave of absence as of June 14, 1990 shall not qualify for the benefits set forth in this policy.

Benefits:

1. All accrued sick days earned, plus
2. In addition, an employee shall be entitled to longevity days, calculated at the rate of two (2) days' credit for each year of active employment with the Hoboken Board of Education. A maximum of thirty (30) days may be earned pursuant to this provision.

Receipt of the benefits set forth above shall be subject to the following rules:

1. All days accrued pursuant to items 1 and 2, above shall be paid for certified personnel at the rate of 1/181; and for non-certified personnel at the rate of 1/217, of the 1991-1992 salary guide.
2. Benefits shall be paid on a deferred payment basis, in which the employee shall receive five (5) equal payments over the five (5) year period following retirement. These payments shall be paid on August 15th of each year commencing on the first

August 15th after retirement. No interest shall be paid. In the event that a retired employee dies prior to receiving the five (5) payments provided for in this section, the remaining payments shall be paid to the retired employee's estate.

3. The Board retains the sole and absolute discretion to alter, modify or terminate this program without negotiations with the exclusive representative.

4. An employee who qualifies for benefits under this policy as well as under a collective negotiations agreement shall have the option of selecting either the Board policy program or the collective bargaining agreement program. If the Board alters, modifies or terminates this policy, such action shall not change, in any way, the provisions in a collective bargaining agreement. Further, if the Board alters, modifies or terminates this policy, any retired employee shall not be affected by such action. Once a retired employee commences receiving the benefits of this policy, such retired employee shall be guaranteed the full benefit.

5. In the event that any provision of this policy is held to be invalid or unenforceable by operation of law or by a court or administrative agency or competent jurisdiction, the remaining provisions shall not be affected thereby but shall continue in full force and effect.

Date:

Legal Reference: N.J.S.A. 18A:11-1