

AGREEMENT BETWEEN
RIVERSIDE BOARD OF EDUCATION
AND
RIVERSIDE ADMINISTRATIVE ASSOCIATION

2004 – 2005

2005 – 2006

2006 – 2007

RIVERSIDE ADMINISTRATIVE ASSOCIATION

PREAMBLE

This Agreement entered into July 1, 2004, between the Riverside Board of Education, Riverside, New Jersey, County of Burlington, hereafter called the "Board" and the Riverside Administrative Association, hereafter called the "Association".

ARTICLE I

RECOGNITION AND BARGAINING UNIT

- 1.1 The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all employees as hereinafter defined, employed by the Board.
- 1.2 The term "employees" as used in this Agreement, shall be deemed to mean the Principals, Athletic Director/Assistant Principal, Assistant Principals, and Director of the Child Study Team.

ARTICLE II

NEGOTIATION PROCEDURE

- 2.1 The parties agree to comply with Chapter 123, Public Law 1974, and Public Employment Relations Commission.
- 2.2 During negotiations the Board and the Association shall exchange points of view and make proposals and counterproposals.
- 2.3 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- 2.4 Representatives of the Board and the Association's negotiating committee shall meet within thirty (30) days upon request of either party given in writing to the other. Other meetings may be held by mutual agreement.
- 2.5 This Agreement incorporates the entire understanding of both parties on all matters pertaining to rates of pay/wages, hours of employment and other conditions of employment.
- 2.6 This Agreement may be amended by mutual approval of the parties. Any amendment will be executed in writing and incorporated as part of the Agreement.

ARTICLE III

GRIEVANCE

A. Definitions:

1. Grievance: A “grievance” is a written claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or group of employees.
2. Aggrieved Person: An “aggrieved person” is the person or the Association making the claim.
3. Party in Interest: A “party in interest” is the person or persons making the claim and any person, including the Association, who might be required to take action, or against whom action might be taken in order to resolve the claim.

B. Purpose:

The purpose of this procedure is to secure, at the LOWEST possible level, equitable solutions to those problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure:

1. Time Limits: The number of days indicated at each level should be considered the maximum and every effort should be made to expedite the process. Time limits, however, may be extended by mutual agreement. Failure to file a grievance or appeal a grievance from one step to another within the time limits for filing or appealing will constitute a binding waiver of that grievance. No grievances shall be considered to be of a continuous nature.
2. Year-end grievances: In the event a grievance is filed at such time that it cannot be processed through all the steps in this procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to the party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as practicable.

Level I – Superintendent

An employee with a grievance shall first file it in writing with the Superintendent. This must occur within ten (10) days of occurrence of the event being grieved.

Level II – Board

If the aggrieved person is not satisfied with the decision of the Superintendent, he may within five (5) school days of receipt of the Superintendent's decision ask the Association to submit said grievance to the Board of Education or committee of the Board for consideration. The Board will meet in special session for that purpose within thirty (30) school days, and submit its decision to the Association. If said decision is not acceptable, the Association may proceed to Level III, Arbitration, with respect to those grievances which challenge the interpretation of an express provision of this written Agreement. With respect to all other grievances, the decision of the Board shall be final and binding, except when a right to appeal to the Commissioner of Education or PERC exists.

Level III – Arbitration

- a. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator, and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, or are unable to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association in the selection of an arbitrator.
- b. The arbitrator so selected shall confer with the representatives of the Board and the Association, and hold hearings promptly, and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing, and shall set forth his findings of the fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law, or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties. The arbitrator shall not add to, subtract from, or modify in any manner, the terms of this agreement, and shall restrict his consideration to allegations of violations of express written terms or interpretations of this Agreement.
- c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring the same.

d. Rights of Employees to Representation

1. Employees and Association: Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to present and to state its views at all stages of the grievance procedure.
2. Reprisals: No reprisals of any kind shall be taken by the Board or by any member of the superintendent's staff against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

e. Miscellaneous

1. If, in the judgment of the Association, a grievance affects a group or class of employee, the Association will submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II. The Association may process such a grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so.
2. Written decisions: All decisions rendered in the grievance procedure shall be in writing, setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level III shall be in accordance with the procedures set forth in Section C, paragraph 6 (Level III) of the Article.
3. Separate grievance file: 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.
4. Forms: Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the Association, and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. Meetings: All meetings and hearings under this procedure shall not be conducted in public, and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.

ARTICLE IV

RIGHTS NOT IMPAIRED

- 4.1 The Board of Education, on its own behalf, reserves and retains unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws, Regulations and Constitution of the State of New Jersey, and of the United States of America.
- 4.2 Except as expressly provided otherwise in this Agreement the determination of school policy, the operation and management of the schools and the direction of employees, are vested exclusively in the Board of Education.
- 4.3 Retained and reserved is the right among others to establish and enforce reasonable work rules relating to the duties and responsibilities of Employees and their working conditions, which are not inconsistent with the provisions of this Agreement or violated by law.
- 4.4 Working conditions in effect as of the date of this Agreement shall be made part of this Agreement by reference, as though spelled out at length.

ARTICLE V

PROFESSIONAL GROWTH

- 5.1 Each employee may attend seminars and workshops, and one convention of his choice with the prior approval of the Superintendent and approval of the Board of Education.

Known expenses may be approved by the Board of Education prior to the individual employee's departure for such professional meeting.

Upon approval of the Board of Education, such expenses will be approved as follows:

- A. Transportation – Coach class airfare or equivalent in mileage at the going IRS rate per mile to and from the meeting site, plus charges for public city conveyance, if required.
- B. Fees and registration as required for participation at meetings.
- C. Hotel or motel at single room rates.
- D. Reasonable expenses for meals, not to exceed \$100 per day.

Receipts for hotel/motel accommodations and for transportation costs shall be submitted with expense vouchers. Expenses shall be submitted and accounted for in writing to the Board office within ten (10) days of completion of such travel.

- 5.2 The Board of Education will pay up to \$250.00 for each employee's membership(s) in professional associations of his/her choice. Expenditure not to exceed \$250.00 for any one employee.

ARTICLE VI

EVALUATIONS

6.1 Each employee shall be evaluated in accordance with Board of Education policy by certified person or persons. It shall be written and signed by the parties – i.e. the evaluator and the person being evaluated.

ARTICLE VII

ADMINISTRATIVE DUTIES

- 7.1 As professionals, employees are expected to devote to their assignments the time necessary to meet their responsibilities.
- A. The Administrative work day is 7:20 a.m. – 4:00 p.m.
 - B. Administrators will attend all regular meetings of the Board of Education, and other Board committee meetings as required.
 - C. Student activities open to the public and school functions, regardless of grade level or nature of activity, require administrative presence. All Administrators will share in coverage of these activities on as equitable a basis as possible. On a monthly advance basis, the Association will submit a list of proposed administrator coverages for approval by the Superintendent.

ARTICLE VIII

VACATIONS

- A. 1. Eligibility for twelve (12) month administrators shall be:

1 to 3 years	15 days
4 or more years	20 days
- 2. Vacation eligibility shall be computed as of July 1st of each year.
- 3. Any employee hired at other than the beginning of the fiscal year, July 1, shall earn a pro-rata portion of their vacation time to be computed as of June 30th following their respective date of hire.

4. New employees terminating their employment during the first year will be entitled to compensation at the rate of one and one half days per month, not to exceed ten (10) days.

B. Other Vacation Rules

- a. All administrators may be allowed to utilize up to five (5) days of their respective vacation during the school year.
- b. Any use of vacation time is subject to prior approval of the Superintendent.
- c. No more than two administrators will be granted vacation at the same time during the school year.
- d. Should any administrator wish to combine vacation day(s) with any paid holiday, they must have the approval of the Superintendent.

ARTICLE IX

SALARY GUIDE

9.1 Salaries:

- A. The parties to this contract agree that the Board of Education has the right to hire and negotiate initial salary level with all new employees. The Board shall consult with the Association concerning the setting of such salary and the range thereof. The Board of Education has the right to grant additional increments.
- B. The Board of Education has the right to deny increments subject to law.
- C. Respective salaries for each current employee shall be established for the term of this Agreement as follows:

2004-2005

Salary increases for twelve (12) month unit positions not at maximum shall be six thousand, eight hundred ninety- eight dollars (\$6,898) for 2004-2005. The salary increase for the ten (10) month unit position shall be five thousand, seven hundred forty-eight dollars (\$5,748). The position of Child Study Team Director is considered by the parties to be at maximum and will receive an increase of one thousand five hundred dollars (\$1,500).

2005-2006

Salary increases for twelve (12) month unit positions not at maximum shall be three thousand, eight hundred forty-five dollars (\$3,845) for 2005-2006. The salary increase for the ten (10) month unit position shall be three thousand, two hundred four dollars (\$3,204). The position of Child Study Team Director is considered to be at maximum and will receive an increase of one thousand five hundred dollars (\$1,500).

2006-2007

Salary increases for twelve (12) month unit positions not at maximum shall be two thousand, nine hundred thirty-one dollars (\$2,931) for 2006-2007. The salary increase for the ten (10) month unit position shall be two thousand, four hundred forty-two dollars (\$2,442). The position of Child Study Team Director is considered to be at maximum and will receive an increase of one thousand five hundred dollars (\$1,500).

9.2 Longevity will be granted according to the following schedule:

3 years	\$ 450.00
6 years	\$ 900.00
10 years	\$ 1,350.00
15 years	\$ 1,550.00

9.3 Checks: Payment of employees covered by this Agreement shall be ready every other Friday.

9.4 Vacation pay for employees covered by this Agreement shall be issued by the Board Office, prior to the employee's departure, providing two (2) weeks or more notice in writing is given to the Superintendent and the School Business Administrator.

ARTICLE X

SICK LEAVE AND TEMPORARY LEAVES OF ABSENCE

10.1 Ten month employees covered by this contract who have less than ten (10) years service in the Riverside School system shall be paid for eleven (11) days on which they are sick. Upon initiation of the eleventh contract, ten month employees will receive twelve (12) days of paid sick leave. All unused sick leave will be accumulated and applied to subsequent years.

Twelve month employees who have less than ten (10) years service in the Riverside School system shall be paid for thirteen (13) days on which they are sick. Upon initiation of the eleventh contract, twelve month employees will receive fourteen (14) days of paid sick leave. All unused sick leave will be accumulated and applied to subsequent years.

Employees shall be given a written account of accumulated sick leave no later than October 1st of each year.

10.2 Employees covered by this Agreement, taking three (3) consecutive sick days will present, upon request, a physician's certificate attesting to capability to perform job duties and signifying freedom from any communicable disease.

10.3 Any employee being absent for other than legitimate use of sick and personal leave as contained in this agreement, or without direct approval of the Superintendent and the Board of Education, shall not be paid in proportion to the amount of time said absence occurred.

10.4 Employees shall be entitled to the following temporary non-cumulative leaves of absence with full pay:

1. For serious illness of any relative in the employee's immediate household, not to exceed three (3) days in one year.

2. For death in the employee's immediate family (parent, spouse, child, sibling, mother-in-law, father-in-law, grandchild, son-in-law, daughter-in-law) not to exceed five (5) days in any one instance.

3. For death in the employee's non-immediate family (grandparents, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law) not to exceed the day of the funeral, unless with the approval of the Superintendent.

4. Once during employment in the district, up to three (3) days for the purpose of marriage and honeymoon.

5. Court Order Absence by reason of subpoena by any court, providing the employee is not a party to a suit, and upon the presentation of proper written evidence to the Superintendent.

6. Holy Days – When employees are members of a religious faith which requires abstention from work on certain days when school is in session, they shall be excused with pay for a total of not more than two (2) days in any school year. Upon prior request, they may be excused for additional such holy days without pay.

7. Two (2) days leave of absence will be granted for personal business such as legal transactions or family matters which cannot be cared for during non-school hours. No reason need be given. An additional day may be granted with reason at the discretion of the Superintendent. Allowed personal days will be converted to accumulated sick leave. Application must be submitted at least five (5) days prior to the date of absence, except in those instances where an emergency exists. Personal, immediately preceding or subsequent to a legal holiday, must have the approval of the Superintendent.

8. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. The employee shall be paid consistent with R.D. 38:A: 4-4.

9. At least one day for physical examination related to service induction.

10. a. Maternity leave shall commence and terminate on the day requested by the employee.

b. Any employee requesting maternity leave may, at her discretion, use all or any part of her accumulated sick leave during the period of such absence, provided a medical certificate is received certifying her illness due to maternity.

c. Any employee granted maternity leave or leave for adoption shall, at her request, be restored to her position.

d. No employee shall be required to leave work because of pregnancy at any specific time prior to expected childbirth, nor be prevented from returning to work after childbirth, solely on the grounds that there has not been a time lapse of specific duration between childbirth and the desired date of return.

e. The Board may remove any employee from her duties during pregnancy if the employee cannot produce a certificate from her physician stating her pregnancy does not result in her being medically unable to perform.

f. The Board shall not discriminate against any person in violation of the Constitution of the State of New Jersey and the United States.

g. Any employee who does not elect to take maternity leave may continue to perform her duties as long as physically able to do so, and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability, and she will be entitled to her annual and accumulated sick leave with pay during the period of absence.

11. Any employee adopting an infant shall, at her request, by giving thirty (30) calendar days notice to the Superintendent, receive similar leave, which shall commence upon receiving de facto custody of said infant, or earlier, if necessary, to fulfill the requirements for adoption.

12. Employees covered by this Agreement will be granted a one year leave of absence without pay, after ten (10) years of service in Riverside. Such request must be made six months prior to the date of the leave. During such leave, the employee may not be employed by a private or public school.

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

14. Child rearing leave pursuant to law.

ARTICLE XI

MISCELLANEOUS PROVISIONS

11.1 The Board shall carry out the commitments contained herein.

11.2 If any of the provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

11.3 In consideration of this Agreement, the employees agree they will not cause, sponsor and participate in any strike, engage in any work stoppage, work slow-down, or cause any sanction to be brought against the Riverside Board of Education. The employees further agree they shall not honor any other work stoppage or job action, or picket line by any other employees.

11.4 Copies of this Agreement shall be printed at the shared expense of the Board and the Riverside Administrative Association, after agreement between both parties on the format, and shall be distributed to all employees.

11.5 The use of the singular masculine pronoun herein shall include singular and plural, masculine and feminine.

ARTICLE XII

INSURANCE PROTECTION

A. Health-Care Coverage: The Board shall provide the health care insurance protection designated. The Board shall pay the full premium for each employee, plus in cases where appropriate one hundred percent (100%) of full family plan insurance coverage.

B. The Board of Education will provide one hundred percent (100%) of a Prescription Program Plan (full family coverage.) Effective July 1, 2001, the co-pay shall be \$5/\$10/\$5 (Generic, Brand, Mailer) and the coverage shall be provided through enrollment in the NETWORK plan.

C. Rate increase – it is understood by the Riverside Board of Education that any increase in premium for the existing coverage shall be borne by the Riverside Board of Education.

D. The Board will provide a Dental Program for employees covered by this contract that will include full family coverage.

E. Health Benefits/Employed Spouses – Health benefits for any husband and wife both employed by the district shall be as follows:

- a. Two separate and distinct medical coverages (i.e. one traditional plan, and one HMO, or PPO)
- b. One prescription plan
- c. Two dental plans. Dental plans to be subject to the same buy-back provisions as any other employees' plans.
- d. If an employee has waived his hospitalization, dental or prescription plan and has not reenrolled in the open enrollment period for a particular year in that plan, he shall be paid 33 1/3% of the premiums chosen on June 30th annually. The employee must prove he is covered by some other insurance plan to participate in the waiver.

F. Both parties agree to engage in a good faith, mutual effort to develop ways to reduce premium costs to the Board of Education.

ARTICLE XIII

EMPLOYEE RIGHTS

A. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey school law or other applicable laws and regulations.

ARTICLE XIV

RETIREMENT BENEFITS

14.1 The Riverside Board of Education will pay any retiring employee twenty-six dollars (\$26) per day for unused sick leave up to a maximum of two hundred seventy-five (275) days.

14.2 Should an employee retire after July 1st unused vacation days shall be provided pro rata for the time actually worked during that year based upon the employee's vacation entitlement rate.

ARTICLE XV

TUITION REIMBURSEMENT

A fund of three thousand dollars (\$3,000) for tuition reimbursement shall be established each year. Courses must be job related and are subject to the approval of the Superintendent. Upon completion of the course, the employee must submit a transcript indicating attainment of no less than a grade of B in order to be eligible for reimbursement. If the fund should be depleted during the course of the year, funds will be reimbursed on a pro rata basis. No more than two (2) courses per semester or twelve (12) credits per year for each employee will be eligible for reimbursement.

ARTICLE XVI

AGREEMENT CLAUSE

This Agreement shall be effective July 1, 2004, and shall continue in effect until June 30, 2007, subject to the Association's right to negotiate over a successor agreement.

All RAA litigation, whether actually pending or possible, arising from, or in any way related to collective negotiations, or contract enforcement, arising from matters or transactions prior to the reaching of this Agreement, shall be withdrawn with prejudice and waived.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their Secretaries, all on the day and year written below.

RIVERSIDE TOWNSHIP BOARD OF EDUCATION

By: _____ President

Attest: _____ Secretary

Date: _____

RIVERSIDE ADMINISTRATIVE ASSOCIATION

By: _____ President

Attest: _____ Secretary

Date: _____