

**AGREEMENT BETWEEN**

**RIVER EDGE BOARD OF EDUCATION**

**AND**

**RIVER EDGE ADMINISTRATORS' AND SUPERVISORS' ASSOCIATION**

**ARTICLE I**

**TERM OF CONTRACT**

The term of this contract is from July 1, 2007 to June 30, 2008. The employees subject to this contract are employed on an eleven (11) or twelve (12) month basis.

**ARTICLE II**

**UNIT MEMBERSHIP**

In accordance with Chapter 123, Public Laws of 1974, the Board of Education, River Edge, New Jersey, recognizes the River Edge Administrator's and Supervisor's Association, hereinafter known as "the Association", as the exclusive and sole representative for the collective negotiation concerning terms and conditions of employment for all principals, assistant principals and the Supervisor of Special Services, whether employed or to be employed by the Board of Education, River Edge, New Jersey, hereinafter known as "the Board".

**ARTICLE III**

**NEGOTIATION PROCEDURE**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall begin no later than one hundred twenty (120) days prior to the final notification of the budget by the Board of Education [no later than December 15].

## ARTICLE IV

### HEALTH BENEFITS

The following benefits shall be provided for all members:

1. Horizon Blue Cross and Blue Shield of New Jersey (including prescription).
2. Provision of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:
  - a. For the duration of this contract, the annual Traditional Plan deductible shall be \$100 for single coverage, \$200 for parent and child, \$200 for wife and child and \$200 for family coverage.
  - b. For the duration of this contract, Direct Access office visit co-payments shall be \$10 per visit.
3. Effective July 1, 2007, the Board will provide a Section 125 benefit waiver plan for the Association membership.

A benefit waiver plan will be made available to any employee who desires to waive their medical benefits on an annual basis in exchange for an annual cash incentive. Any employee who opts to waive his/her medical benefits must provide proof of coverage in order to be eligible for the cash incentive. The Board will develop a form for all eligible employees to complete on an annual basis to select their insurance coverage or to waive their right to coverage. The annual cash incentive to be provided to any employee waiving his/her medical benefits is as follows:

<b>Marital Status</b>	<b>Traditional</b>	<b>Direct Access &amp; POS #10</b>
Parent & Child	\$3,000	\$2,300
Husband & Wife	\$4,800	\$3,500
Family	\$6,000	\$4,100

The cash incentive shall be prorated for any employee who is employed for less than a full work year. The

annual cash incentive will be paid in two (2) installments in December and June. The annual cash incentive is fully taxable and subject to all required withholding taxes. An employee will be permitted to re-enroll in the respective group insurance plans every July 1 or immediately if the employee provides proof of a life status change. If an employee re-enrolls during the year because of a life status change, the cash incentive will be prorated.

4. Dental Plan (Individual and Family). The maximum benefit per individual per policy year shall be \$1,400 after satisfying a deductible of \$100. Said deductible applies to Basic and Major Services, but does not apply to Preventative Services as specified in the group dental plan summary, dated April 17, 2004, administered by Bollinger, Inc.
5. Vision Expenses not covered by Major Medical up to one hundred fifty (\$150) (individual).
6. Annual Medical Exam up to three hundred (\$300) (individual).

#### **ARTICLE V**

##### **BOARD OF EDUCATION RIGHTS**

The parties agree that the Board of Education reserves all rights, authority and responsibilities in accordance with applicable laws and regulations, not otherwise affected by the provisions of this Agreement.

#### **ARTICLE VI**

##### **ASSOCIATION ACTIVITIES**

###### **A. RELEASE TIME FOR MEETINGS**

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/she shall suffer no loss in pay and/or benefits.

B. USE OF SCHOOL BUILDINGS

Representatives of the Association shall be permitted upon obtaining prior approval of the Superintendent to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operation.

C. USE OF SCHOOL EQUIPMENT

The Association shall have the right to use upon obtaining prior approval of the Superintendent school facilities and equipment, including typewriters, duplicating equipment, calculating machines, computers, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use.

**ARTICLE VII**

**EXCLUSIVE RIGHTS**

The Board recognizes the Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for all Association members.

**ARTICLE VIII**

**EVALUATION**

- A. The Superintendent shall provide written evaluations as prescribed by Board policy, statute and regulations. Each evaluation will be reviewed with the employee by the Superintendent.
- B. Each employee shall sign all copies of written evaluation, attesting to the fact that the contents of the evaluation are known to him/her. No written evaluation may become part of an employee's personnel file without the employee's signature. Further, each employee shall receive a copy of each written evaluation.
- C. A conference shall be arranged between the evaluator and the employee as soon as possible after receipt of the written evaluation by the employee, in compliance with N.J.A.C. 6:3-4.1 and 4.3. At such time, the

employee is entitled to have his/her objection to said evaluation heard and appended to the evaluation report.

## **ARTICLE IX**

### **SICK LEAVE**

- A. Twelve (12) month members of the Association shall be entitled to twelve (12) sick leave days per year, all of which are cumulative.
- B. Eleven (11) month members of the Association shall be entitled to eleven (11) sick leave days per year, all of which are cumulative.
- C. Ten month members of the Association shall be entitled to ten (10) sick leave days per year, all of which are cumulative.

## **ARTICLE X**

### **RETIREMENT**

Upon retirement, district administrators hired prior to the effective date of this Agreement shall be paid for up to one third (1/3) of their accumulated sick days up to a maximum of two hundred fifty five (255) accumulated unused sick days, i.e. eight five (85) days. Payment shall be at the per-diem rate at the time of retirement pursuant to TPAF for the purpose of collecting immediate pension benefits. The per-diem rate shall be calculated on the basis of a two hundred forty (240) day work year.

Payment shall be made on a pro-rata basis to all administrators retiring in that year from a special fund to be funded and maintained by the Board. The maximum amount that may be distributed in any given year is the balance in the fund. The Board will contribute a minimum of five thousand (\$5,000) annually to this fund until such a time as the fund balance attains thirty five thousand (\$35,000). In order to be eligible for payment under this policy, retiring administrators shall be required to notify the Board in writing of their intention to retire at least five (5) months prior to the date on which they intend to retire.

Payment under this policy shall be made to the retiree within thirty (30) days of retirement.

## **ARTICLE XI**

### **PERSONAL DAYS**

Members will be entitled to three (3) personal days per year. Personal days may be used for legal, business emergencies, weddings, graduations, house closings, or other good cause. Personal days shall not be used to extend a vacation or holidays. Notice of the need to take a personal day and the reason therefor must be provided to the Superintendent as early as possible. No personal day shall be taken before receiving approval from the Superintendent. At the end of each school year, any unused personal days will be transferred to each individual employee's sick day account.

## **ARTICLE XII**

### **FAMILY ILLNESS DAYS**

For illness in the member's family, a period of absence of three (3) days per work year shall be granted (non-accumulative).

## **ARTICLE XIII**

### **BEREAVEMENT LEAVE**

Up to five (5) days at any one (1) time shall be granted (nonaccumulative), as individual circumstances may warrant for death in the immediate family. "Immediate Family" shall mean grandparents, husband, wife, child, stepchild, father, mother, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law or any other member of the member's immediate household.

## **ARTICLE XIV**

### **VACATIONS**

Twelve (12) month members and eleven (11) month members shall be entitled to twenty-three (23) vacation days and all legal holidays when school is closed. The twenty-three (23) vacation days shall be prorated for members working less than a full contract year. Legal holidays are: New Year's Day, Martin

Luther King Birthday, President's Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veterans Day, Thanksgiving and Christmas Day. Twelve (12) month employees hired prior to July 1, 2004 shall also be entitled to the winter holiday recess. Eleven (11) month members shall be entitled to Winter Holiday and Winter and Spring Recess school closings. Eleven (11) month members hired prior to July 1, 2004 shall also be entitled to all days that school is not in session from September through June. Members are encouraged to use vacation days over the summer or school recesses. Approval from the Superintendent must be obtained before vacation days are taken.

Up to five (5) vacation days may be carried over to the following year. No more than five (5) carry-over days will carry to the next year.

All vacation days accumulated prior to July 1, 2004 shall be grandfathered until June 30, 2008. Any unused accumulated days from this bank will be lost on July 1, 2008.

#### **ARTICLE XV**

##### **DUES REIMBURSEMENT**

The Board of Education will pay Association members for membership in the following professional organizations for each calendar year of this Agreement:

One (1) Bergen County, one (1) New Jersey and one (1) National Elementary professional organization and other professional organizations with the Superintendent's approval.

#### **ARTICLE XVI**

##### **TUITION REIMBURSEMENT**

Reimbursement for graduate school courses approved by the Superintendent shall be up to fifty percent (50%) of the tuition cost and may not exceed three thousand (\$3,000) per year for credits that are satisfactorily completed with a grade of A, B or Pass.

**ARTICLE XVII**

**PROFESSIONAL CONFERENCES**

Attendance at one (1) national conference per year may, in the Board's discretion, be permitted, upon approval by the Superintendent. Attendance at other professional conferences may be permitted, upon approval by the Superintendent.

**ARTICLE XVIII**

**AUTO USE**

Reimbursement for Board business auto use authorized by the Superintendent will be at the current federal rate. Reimbursement shall not be issued for commutation from an Administrator's home to his/her authorized location for employment, except as approved by the Superintendent.

**ARTICLE XIX**

**TEACHING STAFF DEVELOPMENT COURSES**

The stipend for teaching a staff development course will be sixty five dollars (\$65) for each hour of actual teaching time. No payment will be made for preparation time.

**ARTICLE XX**

**MODIFICATION - UNDERSTANDING OF PARTIES**

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter covered by this Agreement.

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



**ARTICLE XXI**

**SALARY SCHEDULE**

The salary ranges of all Administrators and Supervisors covered by this Agreement and in the current employ of the Board of Education are set forth in Schedule A.

**ARTICLE XXII**

**GRIEVANCE PROCEDURE**

The Grievance Procedure as it applies to the Administrators and Supervisors shall be that as set forth in Schedule B, which is annexed hereto and made a part hereof.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seals the day and year first written below.

RIVER EDGE ADMINISTRATORS' AND  
SUPERVISORS' ASSOCIATION

RIVER EDGE BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
MARY KAY BUCKLEY  
Board President

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

Witness:

Witness:

\_\_\_\_\_  
Dated: \_\_\_\_\_

\_\_\_\_\_  
Deborah Trainor  
Board Secretary/Business  
Administrator

DATED: \_\_\_\_\_

DATED: \_\_\_\_\_

**SCHEDULE A**

Principal

Minimum: \$117,000

Maximum: \$142,000

Assistant Principal

Minimum: \$80,000

Maximum: \$105,000

Supervisor of Special Services

Minimum: \$105,000

Maximum: \$130,000

## SCHEDULE B

### GRIEVANCE PROCEDURE

The term "grievance" means a complaint by any employee that, as to him/her, there has been an improper application, interpretation or violation of any term or provision of this contract or administrative decision affecting the terms and conditions of his/her employment inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision.

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

1. the failure or refusal of the Board to renew the contract of a non-tenure employee;
2. in matters where the Board is without the authority to act.

In the following instances, an employee shall have the right to invoke the grievance procedure up to the hearing before the Board of Education, and upon a determination being made by the Board, the procedure thereafter shall be by petition filed with the Commissioner of Education:

1. in matters where a method of review is prescribed by law or by any rule, regulation, or bylaw of the State, Commissioner of Education, or the State Board of Education;
2. in matters where the Board contends that it has the sole and unlimited discretion to act;
3. in matters where the discretion of the Board may not be unlimited but where after the exercise of such discretion, a further review of the Board's action is available to employees under the provisions of State Law;
4. in matters involving policies and administrative decisions.

The term "employee" shall mean any regularly employed principal or supervisor receiving compensation from the Board.

The term "representative" shall include any organization, agency, or person authorized or designated by any employee or any

group of employees, or by a public employees association, or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible in the Table of Organization prevailing in this School District.

Time limits may be extended in the event of vacation periods or other school closings.

#### Grievance Procedure

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he/she would reasonably be expected to know of its occurrence. Failure to act within said (30) day period should be deemed to constitute an abandonment of the grievance.
2. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
3. An employee shall first discuss his grievance orally with his/her immediate superior. A decision shall be rendered within five (5) school days of said hearing.
4. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in paragraph 3 above, the employee shall submit his grievance to the Board of Education in writing, specifying:
  5. The nature of the grievance;
    - A. The nature and extent of the injury, loss or inconvenience;
    - B. The results of the previous discussions; and
    - C. The specific remedy sought.
6. Within five (5) school days from the receipt of the written grievance (unless a different period mutually agreed upon) the Board, or a committee thereof, shall

hold a hearing at which all parties in interest shall have the right to be heard.

7. Within thirty (30) days of the said hearing (unless a different period is mutually agreed upon) the Board or a committee thereof, shall, in writing, advise the employee and his/her representative, if there be one, of their determination.
8. In the event an employee is dissatisfied with the determination of the Board, he/she shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968, as amended and supplemented.

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

In the event of arbitration, the parties shall share the costs of the arbitrator's services and each of the parties shall bear their own costs.

The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the agreement between the parties.

1. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within five (5) days of the issuance of said order, ruling or directive, or within five (5) days of the time when same have been brought to the employee's attention, but filing with the Secretary of the Board a writing setting forth:
  - A. The order, ruling or determination complained of;
  - B. The basis of the complaint;
  - C. A request for a hearing if a hearing is desired.

A copy of the writing set forth above shall be served upon the Superintendent who shall have the right to reply in writing

thereto. A copy of such reply shall be served upon the aggrieved employee.

1. Upon receipt of the grievance filed under the provisions of Paragraph 8, the procedure shall be as set forth in Paragraph 5 and 6.
2. All employees shall be entitled to resort to the full procedure hereinabove set forth.