

**AGREEMENT  
BETWEEN THE  
LITTLE FERRY BOARD OF EDUCATION  
AND THE  
LITTLE FERRY ADMINISTRATORS' ASSOCIATION**

**JULY 1, 1995 - JUNE 30, 1997**

AGREEMENT made this 10th day of June, 1996

BY AND BETWEEN, **LITTLE FERRY ADMINISTRATORS' ASSOCIATION**,  
hereinafter referred to as "Association" and

**LITTLE FERRY BOARD OF EDUCATION**, hereinafter referred to as "Board";

In consideration of the following mutual covenants, it is hereby agreed as follows:

#### **ARTICLE I - RECOGNITION**

The Board recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all the Principals employed by the Board. All other personnel are excluded.

#### **ARTICLE II - GRIEVANCE PROCEDURE**

##### **A. Policy**

1. To promote to the highest possible degree, harmonious employer-employee relations, it is necessary that procedures to resolve grievances be established.

##### **B. Definitions**

1. A grievance shall mean a complaint by an employee(s) and/or Association that there has been as to him (them) a violation, misinterpretation or inequitable application of any of the provisions of the Agreement, Board policy or administrative practice governing or affecting employees. However, the term "grievance"

shall not apply to:

- a. A method of review prescribed by law; or
- b. Any rule or regulation of the State Commissioner of Education; or
- c. Any by-law of the Board of Education; or
- d. Any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone; or
- e. A complaint of a non-tenure employee which arises by reason of his not being re-employed or transferred; or
- f. A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

A grievance to be considered under this procedure must be initiated by the employee(s) within fifteen (15) school days of its occurrence. If such grievance is not submitted within the allotted time, it shall be considered waived.

2. In the event a grievance is filed at such times that it cannot be processed through all the steps in this grievance 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 a 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 is practicable.

**C. Procedure**

1. Any individual member or group of individuals of the professional staff shall have the right to present a grievance (as defined in Definitions) to be processed as per following agreement:
2. In presenting his/her (their) professional grievances the member(s) of the staff shall be assured freedom from prejudicial action in presenting his/her (their) appeal.
3. The member(s) shall have the right to present his/her (their) appeal or to designate the Association's representatives with him/her (them) at any step in his/her (their) appeal.

**STEP ONE.** Any professional employee(s) who has (have) a grievance shall first present it to the Superintendent of Schools or in writing in an attempt to resolve the matter at that level. The grievance shall be prepared in the following form:

- a. The nature of the grievance.
- b. The nature and extent of the injury, loss or inconvenience.
- c. The results of previous discussions.
- d. His/her (their) dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the grievance as quickly as possible and shall make a written decision within ten (10) school days of

the receipt of said grievance. Said decision shall be delivered to the person filing the grievance if present in school, and, if not present, mailed to said person.

**STEP TWO.** If the grievance is not resolved to the employee's(s') satisfaction, he/she (they) may request a review by the Board of Education. The request shall be submitted within five (5) school days, in writing, through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee(s) and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee(s), whichever comes later.

**STEP THREE.** If, after Step Two, the aggrieved employee(s) is (are) not satisfied with the disposition of his/her (their) grievance, he/she (they) may within five (5) school days, request in writing, that the Association submit the grievance to the Public Employees Relations Commission (hereinafter referred to as PERC).

If the Association determines that the grievance is meritorious, it may submit the grievance to PERC within fifteen (15) school days after receipt of a request by the aggrieved person(s). Both parties agree to abide by the recommendations of PERC in order to reach an agreeable solution. Should the Association take no action on behalf of the

member, the member may proceed to take actions open to them under the New Jersey State Law.

- D. The arbitration shall be bound by the provisions of this Agreement and restricted to the application of the facts presented in the grievance. The arbitrator shall not have the authority to add to, modify, detract from, or alter in any way, the provisions of this Agreement or any amendment or supplement thereto.
- The arbitrator shall only be permitted to hear one (1) grievance on only one (1) issue per arbitration. No multiple grievance arbitrations will be permitted unless by written consent by the Board of Education and the Association prior to the commencement of the arbitration.
- E. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any building representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.
- F. 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.
- G. 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 representatives heretofore referred to in this Article.

### **ARTICLE III - NEGOTIATIONS PROCEDURE**

- A. The Board and the Association agree to enter into negotiations over a successor agreement in accordance with State Law.

### **ARTICLE IV - ASSOCIATION RIGHTS AND PRIVILEGES**

- A. Board agrees to make provisions for the use by Association of meeting rooms in school buildings when the same are not otherwise in use, and intra-school or inter-school delivery services.
- B. Association shall have the right to use school equipment such as computers, duplication machines and intercom phone systems, providing care is taken in the use of said equipment and the cost for said use is paid by the Association.
- C. Any use provided for in Paragraphs A & B shall be solely for this unit's use.

### **ARTICLE V - BOARD RIGHTS**

The Board retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and the United States, by the decision of the Courts of the United States and the State of New

Jersey, the Commissioner of Education and the State Board of Education of the State of New Jersey, and by the Rules and Regulations of the State Board of Education of the State of New Jersey.

#### **ARTICLE VI - COMPENSATION**

A. Salaries shall be represented by the following:

	<u>1995/96</u>	<u>1996/97</u>
Memorial School Principal:	\$85,000	\$87,500
Memorial Primary/Washington School Principal:	\$85,000	\$87,500

B. When a pay day falls on or during a school holiday, vacation or weekend, the present practice of issuing pay checks on the last day preceding working day shall be continued.

#### **ARTICLE VII - WORKING CALENDAR OF PRINCIPALS**

A. **Vacation.** The Principal shall be entitled to twenty (20) working days of vacation annually during each year, exclusive of holidays. Such vacations shall be scheduled with Superintendent's approval. The Principal shall attempt to use the vacation allotted with no carry-over into future years. Nevertheless, up to five (5) vacation days shall be carried forward with full credit in any subsequent period of service by the Principal to the Board. The Principal may apply for the carry-over of more than five (5) vacation days when unusual job conditions make the use of vacation time particularly difficult. The Superintendent shall not unreasonably disapprove such requests. No monetary compensation



shall be given at the expiration of the term of this Agreement for any remaining unused vacation days which were accumulated during the term of this Agreement. Notwithstanding anything to the contrary, ten (10) of the twenty (20) working days of vacation shall be taken during the District-wide vacation shutdown during the months of July and August.

- B. **Holidays.** The Principal shall be given leave with pay for New Year's Eve, New Year's Day, Martin Luther King Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Election Day, Veteran's Day, Thanksgiving, Thanksgiving Friday, Christmas Eve, and Christmas Day.

#### **ARTICLE VIII - SICK LEAVE**

For each twelve month period the Principal shall be entitled to 13 days of sick leave with pay. Any sick leave unused during a twelve month period shall accumulate for use as sick days only. No monetary compensation shall be given at the expiration of the term of this Agreement for any unused sick days accumulated during the term of this Agreement.

#### **ARTICLE IX - PERSONAL LEAVE**

A maximum of three (3) days per year shall be allowed with pay for discharge of important personal matters by the Principal. Proper notice and verification of such leave shall be provided by the Principal to the Superintendent. One

unused personal day may be accumulated and forwarded to a subsequent period of employment so as to provide a total of not more than four personal leave days in any year. No monetary compensation shall be given at the expiration of this Agreement for any unused personal days accumulated during the term of this Agreement.

#### **ARTICLE X - PROFESSIONAL DUTIES**

- A. Payment of dues for membership in professional Principals/Supervisors Associations (NJPSA) (ASCD) shall be paid by the Board.

#### **ARTICLE XI - PROFESSIONAL GROWTH**

- A. The Board shall reimburse the Principal for tuition, laboratory and registration fees for graduate courses, provided the following conditions are satisfied prior to incurring the allowable reimbursement expenses:
1. The Superintendent of Schools outlines to the Board the direct benefit to the Little Ferry School District concerning the course of study, et al.
  2. The Superintendent of Schools recommends the expenditure.
  3. The expenditure has been provided for in the Budget.
  4. The Board approves the expenditure.
  5. It is expressly agreed that the Board may deny the request for monetary reasons, even if budgeted.
  6. Once the Board of Education approves the Superintendent of

School's recommendation for any expenditures as provided for in this article, the Principals may recover their expenses and be reimbursed by the Board of Education.

- B. The Principal may, with the prior permission of the Superintendent, attend appropriate professional meetings at the local, state and national level, with the expenses of such attendance to be paid by the Board. The Principal shall file an itemized expense statement with the Secretary of the Board in order to be reimbursed for all authorized expenses. Attendance at national conventions shall be scheduled on a rotating basis for the bargaining unit. No administrator will attend a National convention more than once every three years. Notwithstanding anything to the contrary, the Superintendent may deny attendance at any convention for monetary reasons.

#### **ARTICLE XII - MISCELLANEOUS**

- A. The Board shall provide Principal with the following benefits:
1. **Health.** Full family benefits in the State Health Benefits Plan provided to all full-time employees. The plan includes Blue Cross, Blue Shield, Rider J and Major Medical coverage.
  2. **Dental.** Full family benefits as provided by the Board to all full-time employees.
  3. **Mileage.** Principal's use of his personal automobile for district business shall be subject to reimbursement by the Board at the

rate of \$0.28/mile. Use of the Principal's automobile by other employees for Board business shall be likewise subject to reimbursement for mileage, damage, and liability.

4. **Pension, Social Security and TPAF Term Insurance.** The Board and Principal shall make such contributions thereto as are required by law, and the Principal may make such additional voluntary contributions as are permitted by law.
5. **Optical Reimbursement.** The Board agrees to reimburse Principal up to \$150.00 annually for the cost of optical examination, eyeglasses, or other optical expenses incurred by the Principal or his family.
6. **Death in the Immediate Family Leave.** Four (4) days without loss of pay will be allowed for absence due to death in the immediate family of the Principal. The term "immediate family" shall be defined as including: mother, father, sister, brother, husband, wife, children, mother-in-law, father-in-law. One day of paid leave shall be allowed due to the death of the Principal's (or his spouse's) uncle, aunt or other relative not in the immediate family.
7. **Illness in Family.** Where personal presence at home is advisable because of serious illness in the immediate family, each person shall be entitled to from one (1) to five (5) days leave per contract year; the first two (2) days at full pay and the three (3) remaining days at one-half (1/2) pay. Leave granted under provisions of this

sub-paragraph are in addition to any leave granted under Article VIII of this Agreement.

- B. It is expressly understood and agreed that the benefits conferred by this Agreement are the sole benefits to be provided to the Principal. This Agreement supersedes any prior agreements, written or oral, contractual or board policy. Notwithstanding anything contained therein to the contrary, it is expressly understood and agreed that Board Policy attached hereto as Exhibit A is not applicable to Principal.
- C. Notwithstanding anything contained herein to the contrary, any and all benefits accumulated by Principal in the district in any prior position shall be grandfathered as of June 30, 1995.
- D. **Evaluation.** The performance of the Principal shall be evaluated in accordance with the New Jersey Statutes and the regulations of the State Board of Education.
- E. **Certification.** The Principal shall, at all times during the time of this Agreement, hold all certifications required by the State of New Jersey for a Principal.
- F. **Powers and Duties.**
1. Per State Statutes.
  2. Per State Codes.
  3. Per job description
  4. Reports to Superintendent.
- G. **Notices.** Any notice required or permitted under this Agreement shall be

in writing and either delivered to the Board Secretary or to the Principal, or sent by Certified Mail to the Secretary of the Board or to the Principal at the above stated addresses, or at any changed address at which notice has been given hereunder.

- H. **Waiver.** The waiver of either party of a breach of any provision of this Agreement by the other shall not operate or be construed as a waiver of any subsequent breach.

#### **ARTICLE XIII - GOVERNING LAW, REGULATIONS AND RULES**

The Board and the Principal agree that this Agreement is subject to Title 18A of the New Jersey Statutes and Title 6 of the New Jersey Administrative Code, as such statutes and regulations may from time to time be amended by the Legislature of the State of New Jersey or by the New Jersey State Board of Education or Commissioner of Education. The Principal and the Board further agree that should any provision of this Agreement be in conflict with such law or regulations, or become in conflict with such law or regulations because of an amendment thereto, the provisions of Title 18A of the New Jersey Statutes or Title 6 of the New Jersey Administrative Code shall govern. The invalidity of any provision of this Agreement as hereinabove set forth shall not cause an invalidity of the Entire Agreement.

#### **ARTICLE XIV - FULLY BARGAINED AGREEMENT**

- A. This Agreement represents and incorporates the complete and final

understanding and settlement by the parties of all negotiated matters.  
During the term of this Agreement, neither party will be required to negotiate with respect to any such matter.

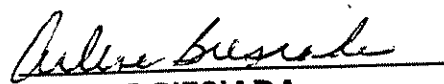
**ARTICLE XV - DURATION OF AGREEMENT**

- A. This Agreement shall be retroactive to July 1, 1995 and continue to be in effect until June 30, 1997.

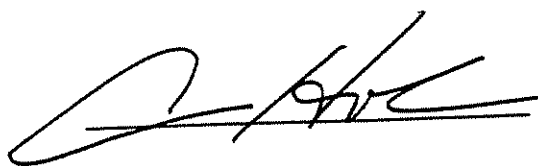
IN WITNESS WHEREOF, the parties have hereto set their hand and seals.

**LITTLE FERRY BOARD OF EDUCATION**

  
JESSICA SPARKMAN  
President

  
ARLENE BIESIADA  
Secretary

**LITTLE FERRY ADMINISTRATOR'S ASSOCIATION**

  
President

  
Secretary

## Draft Policy - Final Reading

### Temporary Leave - Nonunion 12 Month Personnel

The Board of Education recognizes the need to provide policy so as to clearly set forth the entitlement to leave by those employees who may not be eligible to or who may choose not to determine their leave entitlements by collective bargaining. The Board recognizes the rights of those 12 month basis employees who are represented by a bargaining agent (e.g., Association or Union) to determine their rights to leave under the collective bargaining process. Nothing in this policy is intended to inhibit the rights of employees to bargain collectively.

The Board recognizes the need to account for unused leave in a manner that encourages sparing use of leave by the employee so as to maximize time on the job and productivity.

The Board also recognizes the obligation under Generally Accepted Accounting Principles (GAAP) to record when necessary under GAAP an accurate value for accrued payable leave.

### Sick Leave

The Board of Education provides 13 days paid sick leave each year to all 12 month nonunion employees, except the superintendent. The Board provides 10 days paid sick leave each year to the superintendent. All unused days accumulate into any subsequent year. Annual sick leave may be reduced by express written agreement between the Board and the particular employee, except that in no event may sick leave be less than 10 days per year. This leave is to be taken for personal illness of the employee only.

Upon termination of employment, any 12 month nonunion employee is entitled to receive payment for unused sick leave at the various per diem rates for that employee for the years when the unused sick leave was accumulated. To be eligible for this payment, an employee must have completed at least 10 years of service with the Board and have at least 50 days unused sick leave. This payment shall not exceed \$50,000 for any employee.

### Vacation Leave

The Board of Education provides paid vacation leave to 12 month secretaries in the amount of 2 weeks after 12 months of service with the Board, 3 weeks after 5 years of service with the Board and 4 weeks after 10 years of service with the Board. The Board provides 12 month administrators (principals, supervisors, business managers / administrators) 20 vacation days per year in each contract year including the first year. The Board provides the superintendent 23 vacation days per year including the first year.

Under normal circumstances, employees are expected to make full use of their allotted vacation leave without adverse effect upon their duties. However, vacation leave is granted only with advance approval of the Superintendent or, in the case of the Superintendent's vacation, the Board President. The Superintendent (Board President) shall grant vacation leave only when the District will not be adversely affected by the employee's absence. Therefore, it may be necessary to the successful completion of the district's work that the full entitlement of an employee's vacation not be taken in the year such leave was available. In view of this possibility, the policy of the district shall be to permit unused vacation leave to be carried forward into subsequent years at the rate of no more than 5 days per year ~~of service with the Board~~. Unused vacation leave in excess of 5 days shall ~~may~~ be paid off by the Board at the per diem rate for the employee in the year the leave was accumulated. Such payment shall be made by the Board within 1 year of the application for payment by the employee by



## Draft Policy - Final Reading

voucher. No employee, therefore, shall have any more than 5 days more than the basic vacation allotment available in any year.

Immediately prior to final termination of employment, any 12 month nonunion employee is entitled to take paid vacation leave for a period of time that exhausts any unused vacation leave. To be eligible for this benefit, an employee must be available for duties or certified as physically or mentally disabled by the Medical Inspector for a period of no less than 60 calendar days in addition to any accumulated vacation leave time following the employee's written resignation to the Superintendent or President.

### Personal Leave

Personal leave shall be granted in the amount of 3 days per year. Leave shall be granted by application in advance to the Superintendent (or President in the case of the Superintendent) and shall be used only for personal business that cannot reasonably be carried on outside of normal working hours. Up to 1 day of unused personal leave may be carried forward into subsequent years with no more than 4 days of personal leave available for any one year.

### Compensatory Time

Secretaries shall normally work 8 hours per working day with one of those hours off for lunch. Administrators and the superintendent shall normally work 9 hours per working day with one of those hours off for lunch. Principals and supervisors shall work an additional evening per month for meetings that cannot practically be carried on during the normal working day. Business managers / administrators and the superintendent shall normally work an additional 2 evenings per month for meetings that cannot practically be carried on during the normal working day.

Additional evening work beyond the above shall be compensated hour for hour with compensatory time off. Such compensatory time is to be taken by advance approval by the Superintendent (or President in the case of the Superintendent) only.

11/18/93

COPY OF OFFICIAL MINUTES

Board of Education of the Borough of Little Ferry, Bergen County, N. J.

R:64 11/18/93  
HOLIDAY  
BASKETBALL  
TOURNAMENT:

Motion by Trustee J.Tronlone  
Seconded by Trustee B. Dzugay  
BE IT RESOLVED, that on recommendation of the  
Superintendent of Schools, the Little Ferry  
Board of Education does hereby approve a  
Holiday Basketball Tournament for the Girls  
and Boys Basketball Teams on December  
13,14,15, and 17, 1993 at a cost not to  
exceed \$1500.00.

Vote:Ayes: Trustees P.Iurato, S.Badalamenti,  
E. Smith, C. Caminiti, B.Dzugay, J.Tronlone,  
S.Havel, M.Castelli, M.Hofmann.

R:65 11/18/93  
FINAL READING  
POLICY MANUAL  
ADDENDUM NO.15:

Motion by Trustee J.Tronlone  
Seconded by Trustee S.Havel  
BE IT RESOLVED, that the Board of Education  
does hereby present for Final Reading the fol-  
lowing Addendum to the Policy Manual:

Addendum No. 15:

Temporary Leave - Nonunion 12 Month Personnel

Vote: Ayes: Trustees P.Iurato, S.Badalamenti,  
E. Smith, B.Dzugay, J.Tronlone, S.Havel,  
M.Castelli, M.Hofmann.

Nay: Trustee C. Caminiti - does not believe  
in comp time for Executive personnel.

R:66 11/18/93  
MILEAGE REIMBURSE-  
MENT RATE  
\$.28 PER MILE:

Motion by Trustee J.Tronlone  
Seconded by Trustee B. Dzugay  
BE IT RESOLVED, on the recommendation of the  
Superintendent of Schools, the Little Ferry  
Board of Education does hereby increase the  
mileage Reimbursement Rate to \$.28 per mile,  
in accordance with State guidelines.

Vote: Ayes: Trustees P.Iurato, S.Badalamenti,  
E. Smith, C. Caminiti, B.Dzugay, J.Tronlone,  
S.Havel, M.Castelli, M.Hofmann.

Severance Pay History - 12-Month Non-Union Employees					
Page 1	Annual Salary	Date	Per Diem	# Day	Total
Brennan	\$4,600.00	63-64	\$23.00	6	\$138.00
	\$4,950.00	64-65	\$24.75	8	\$198.00
	\$5,350.00	65-66	\$26.75	1	\$26.75
	\$6,150.00	66-67	\$30.75	0	\$0.00
	\$6,400.00	67-68	\$32.00	4	\$128.00
	\$7,500.00	68-69	\$37.50	10	\$375.00
	\$8,500.00	69-70	\$42.50	7	\$297.50
	\$9,750.00	70-71	\$48.75	9	\$438.75
	\$10,350.00	71-72	\$51.75	-5	(\$258.75)
	\$12,500.00	72-73	\$62.50	8	\$500.00
	\$14,960.00	73-74	\$74.80	6	\$448.80
	\$16,526.00	74-75	\$82.63	5	\$413.15
	\$20,000.00	75-76	\$100.00	8.5	\$850.00
	\$21,020.00	76-77	\$105.10	7	\$735.70
	\$21,920.00	77-78	\$109.60	8	\$876.80
	\$23,310.00	78-79	\$116.55	10	\$1,165.50
	\$24,110.00	79-80	\$120.55	9	\$1,084.95
	\$25,570.00	80-81	\$195.59	5	\$977.95
	\$27,230.00	81-82	\$136.15	4	\$544.60
	\$30,786.00	82-83	\$153.93	8	\$1,231.44
	\$33,228.00	83-84	\$166.14	4	\$664.56
	\$36,052.00	84-85	\$180.26	11	\$1,982.86
	\$39,118.00	85-86	\$195.59	8	\$1,564.72
	\$42,442.00	86-87	\$212.21	10	\$2,122.10
	\$54,000.00	87-88	\$225.00	9.5	\$2,137.50
	\$58,320.00	88-89	\$243.00	8.5	\$2,065.50
	\$62,985.00	89-90	\$262.44	11	\$2,886.81
	\$67,000.00	90-91	\$279.17	6.5	\$1,814.58
	\$70,000.00	91-92	\$291.67	9.5	\$2,770.83
	\$73,500.00	92-93	\$306.25	3	\$918.75
	\$77,174.00	93-94	\$321.56	9	\$2,894.03
	\$81,034.00	94-95	\$337.64	11.5	\$3,882.88
		Total (Cap \$50,000.00)		220	\$35,877.26

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To	Dr. Evan Dept	From	C. Holster
Co.	PSSA	Co.	
Dept.		Phone #	641-6760
Fax #	599-1288	Fax #	641-6192

