

AGREEMENT BETWEEN
RIVERSIDE BOARD OF EDUCATION
AND
RIVERSIDE ADMINISTRATIVE ASSOCIATION

2010 – 2011

2011 – 2012

2012 - 2013

RIVERSIDE ADMINISTRATIVE ASSOCIATION

PREAMBLE

This Agreement entered into July 1, 2010, 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 of the Board of Education, and within the scope of Board Policy and NJ law.

Known expenses must 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 OMB rate per mile to and from the meeting site.
- B. Fees and registration as required for participation at meetings.
- C. Hotel or motel at single room rates per policy and law.
- D. Reasonable expenses for meals, not to exceed limits set by policy and law.

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. Written summaries of convention meetings, as well as descriptions of information gained at seminars and workshops, shall be submitted in writing to the

Superintendent within ten (10) days of completion of the event, and shall be submitted prior to issuance of any reimbursement monies.

- 5.2 In accordance with Article XV, 15.1, the Board will pay for each employee's basic membership in the NJPSA.

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 eight and one half (8 ½) hours per day between the hours of 7:00 am and 4:00 pm, to be coordinated and approved by the Superintendent, exclusive of nighttime duties. On Fridays, the day before school holidays and vacations, administrators may leave 30 minutes beyond the end of the pupils' day.
 - B. Administrators will attend all regular meetings of the Board when students of the month are to be recognized. Attendance at additional regular and/or committee meetings may be required by the Superintendent.
 - 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.
 - D. Summer hours for administrators shall be seven and one half (7 ½) hours per day between the hours of 7:00 am and 3:00 pm, to be coordinated and approved by the Superintendent, beginning on the teachers' last day in June and ending the first day the teachers return in September.
 - E. In acknowledgement of evening and weekend duties which require the attendance and supervision of administrators, the Board agrees to provide compensatory time, to a limit of no more than fifty (50) hours per contract

year, in return for such time. This time may be taken in hourly increments of no less than 30 minutes but no more than three concurrent hours, and the procedures for recording and reporting such time earned and taken shall be determined by the superintendent after consultation with the President of the Association.

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 will 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. Salary increases shall be:
 - 1.95% for the 2010-2011 school year
 - 1.95% for the 2011-2012 school year
 - 1.75% for the 2012-2013 school year

The RAA reserves the right to distribute salary increases among the administrative group.

9.2 Longevity will be granted according to the following schedule:

An additional \$550 to be paid after 2 years of service in the Riverside School District payable on the third contract.

An additional \$1,000 to be paid after 6 years of service in the Riverside School District payable on the seventh contract.

An additional \$1,500 to be paid after 10 years of service in the Riverside School District payable on the eleventh contract.

An additional \$1,700 to be paid after 15 years of service in the Riverside School District payable on the sixteenth contract.”

9.3 Checks: Payment of employees covered by this Agreement shall be paid on the same schedule and in the same manner as all other district employees.

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.

9.5 The Board will pay for approved graduate credit courses after a Doctorate is obtained as follows: add to base \$3,000.

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, or employee's parents, not to exceed three (3) days in one year; approval subject to submission of a doctor's note.

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. Unused 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 days 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 treated 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 and the Association 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 in the 2007-08 school year for all three plans.
 - 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 in the 2008-09 school year for the \$2 and \$5 copay plans, and employees will pay fifty percent (50%) of the difference in premium cost between the \$5 and \$10 copay plans.
 - 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 in the 2009-10 school year for the \$2 and \$5 copay plans, and employees will pay one hundred percent (100%) of the difference in premium cost between the \$5 and \$10 copay plans.
- B. The Board of Education will provide one hundred percent (100%) of a Prescription Program Plan (full family coverage.) The co-pay shall be \$5/\$10/\$5 (Generic, Brand, Mailer).
- C. The Board will provide a Dental Program for employees covered by this contract that will include full family coverage.
- D. 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.
- E. 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 Board will pay any retiring employee \$75 per day for unused sick leave up to a maximum of \$15,000.

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

15.1 A fund of nine thousand dollars (\$9,000) shall be established each year for purposes of NJPSA dues, Mentoring fees and Tuition Reimbursement (in that order). 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.

15.2 The Board will reimburse any newly appointed, provisionally certified administrators for their Mentoring Fees from funds allocated in Section 15.1. The members of the Association agree to submit for reimbursement no additional tuition payments that would cause such reimbursement to exceed budgeted amounts so designated. Such reimbursement of mentoring fees must be repaid to the Board if the administrator voluntarily leaves the Administrative position less than five (5) calendar years after their date of hire, on a prorated basis of 80% after one year, 60% after two years, 40% after three years, and 20% after four years.

ARTICLE XVI

AGREEMENT CLAUSE

This Agreement shall be effective July 1, 2010, and shall continue in effect until June 30, 2013, 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: _____