

AGREEMENT

between

RIVER EDGE EDUCATION ASSOCIATION

and

River Edge
BOARD OF EDUCATION (Employer)

BOROUGH OF RIVER EDGE

NEW JERSEY

Covering the Two Year Period

July 1, 1980 through June 30, 1982

LIBRARY
Institute of Management and
Labor Relations

NOV 12 1981

RUTGERS UNIVERSITY

Approved: January 1981

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PART I: CERTIFIED PERSONNEL

A G R E E M E N T

In consideration of the mutual covenants hereinafter set forth, it is hereby agreed by and between the Board of Education of the Borough of River Edge, New Jersey, hereinafter referred to as the "Board" and the River Edge Education Association, hereinafter referred to as the "Association", as follows:

ARTICLE I

RECOGNITION

1.1 Unit

The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for all personnel employed under a contract with the Board on a full-time or part-time basis, in the following positions:

Classroom Teachers
Reading Teachers
Art Teachers
Music Teachers
Speech Teachers
F.L.E.S. Teachers
Learning Disabilities Teacher Consultants
Physical Education Teachers
Librarians
Nurses
Social Workers
Psychologists

but excluding all other positions, such as:

Superintendent
Principals
Secretary of the Board
Teacher Aides

1.2 Definition of Teacher

Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and references to male teachers shall include female teachers.

1.3 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 II

GRIEVANCE PROCEDURE

2.1 Definitions

A grievance shall mean a complaint by any employee, or the Association, that, as to the party or parties, there has been an inequitable, improper, or unjust application, interpretation, or violation of the Agreement. However, the term "grievance" shall not apply to any matter (1) which is a complaint of a non-tenure teacher arising by reason of his not being reemployed, (2) in matters where the Board is without authority to act, and (3) neither shall the grievance procedure be invoked by any individual claiming tenure under the provisions of R.S. 18A:28-5 where charges have been brought against such individual pursuant to the provisions of the Tenure Employees Hearing Law, R.S. 18A: 6-10, et seq. In such cases, the procedure to be followed shall be that set forth in R.S. 18A:6-10, et seq.

Where a method of review is prescribed by law, 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 to be by petition filed with the Commissioner of Education.

The term "employee" shall mean any regularly employed individual, receiving compensation from the Board but shall not include the Superintendent, Principals, Secretary to the Board, or Teacher Aides.

The term "representative" shall include the River Edge Education Association or any person designated by the River Edge Education 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 under the Table of Organization prevailing in this school district.

The term "party" means an aggrieved employee, his immediate superior, the school Principal, or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

2.2 Purpose

Any individual employee shall have the right to present a grievance affecting him. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his grievance. He shall have the right to present his own grievance or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance. 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.

2.3 Procedure

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 would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) calendar days period shall be deemed to constitute an abandonment of the grievance.

A. Level One - Principal or Immediate Superior

Any employee who has a grievance shall discuss it orally with his immediate superior (Supervisor or Principal) in an attempt to resolve the matter on an informal basis. Where the immediate superior is below the rank of Principal, the Principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) school days of said hearing.

B. Level Two - Superintendent

If, as a result of the informal discussion with the Principal, the grievance is not resolved to the employee's satisfaction within five (5) school days, the employee shall set forth his complaint in writing to the Superintendent specifying:

1. The nature of the grievance
2. The nature and extent of the loss, injury, or inconvenience
3. The results of the previous discussion
4. The basis of his dissatisfaction with the decision previously rendered.

A copy of the employee's communication to the Superintendent shall be furnished to the Principal and to the immediate superior of the aggrieved.

Within ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties concerned shall have the right to be heard. The Superintendent shall, within ten (10) school days of said hearing (unless a different period is mutually agreed upon), communicate his decision in writing to the employee and his representative, if there be one, and shall forward a copy of said decision to the Principal and to the immediate superior of the aggrieved employee.

C. Level Three - Board of Education

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board, such request by the employee to be made within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of receipt of the decision of the Superintendent. The Board, or a committee thereof, shall review the grievance, hold a hearing with the teacher if requested by the teacher, and render a decision in writing setting forth its reasons to the teacher, his representative if there be one, the Superintendent, and the Principal within twenty (20) school days (unless extended by mutual agreement of the parties) from the receipt of the grievance.

D. Level Four - Arbitration

If the employee is dissatisfied with the disposition of his grievance at Level Three, he may request that the Association submit his grievance to arbitration pursuant to rules and regulations established by the American Arbitration Association, on or not later than fifteen (15) school days following the receipt of the decision of the Board. Failure to file within said time period shall constitute a bar to such arbitration (unless the time period within which to assert such a demand is extended by mutual agreement of the Association and the Board).

All grievances which have progressed to Level Four, Arbitration, when the Association has become the representative for the grievant, cannot progress through binding arbitration unless accompanied by an affidavit signed by the originator of the grievance signifying that he wishes the matter taken to binding arbitration.

1. Within ten (10) school days after such request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the American Arbitration Association to appoint an arbitrator.
2. The arbitrator shall confer with representatives of the Board and of the Association and shall proceed with a hearing and submit a written report in the shortest time possible setting forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires 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 Board and Association in matters specifically covered by this Agreement.

3. The costs of the services of the arbitrator, including per diem expenses and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
4. If time is lost by any teacher due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute; the time lost by the teacher must either be without pay or charged to personal time; however, if the arbitrator subpoenas a teacher to attend the arbitration proceedings as a witness, this teacher shall not suffer loss of pay.

2.4 Miscellaneous

In the event a grievance should be filed by any employee who is not subject to the jurisdiction of any Principal or who may be answerable to more than one Principal, he (1) shall discuss his grievance initially with the Superintendent, and (2) if dissatisfied with the determination of the Superintendent, may appeal to the Board as outlined in Level Three. The employee shall file with the Secretary of the Board his complaint in writing specifying:

- 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 writings set forth by the employee shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of the Superintendent's reply shall be served upon the aggrieved employee.

2.5 Failure to Communicate A Decision Or To Appeal

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2.6 Extension of Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of school days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2.7 Observation of Board Rules & Regulations

It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2.8 Procedural Exception

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, or if it is filed after the end of the school year, then the time limits shall be established by counting the weekdays following the end of the school year as school days.

2.9 Employees Covered

All employees covered by this Agreement shall be entitled to the full procedure hereinabove set forth.

ARTICLE III

SALARIES

3.1 Teachers Salary Guide - 1980 81 and 1981 82.

See Addendum "B"

3.2 Extra Activities Stipends

- A. In the event the Board of Education determines that a program of extra activities commonly known as "after school activities" for pupils, shall be conducted by individuals employed to conduct such activities, they shall be compensated at an hourly rate to be negotiated with the Superintendent of Schools in accordance with Board authorization for expenditure for the program. A copy of the letter of agreement between the teacher and the Board shall be given to the Association.
- B. Additional compensation received by the employees for added assignments or extra activities in A. above shall be paid as stipends for such services.

3.3 Method of Payment

A. Ten (10) Month

Salary checks will be issued to all employees on the fifteenth and last day of every month, September through June, whenever possible except when these are non-working days. In the latter case, checks will be issued on the last working day preceding the regular pay day.

B. Summer Pay Plan

Each teacher may individually elect to have ten (10%) percent of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final pay day in June or upon death or termination of employment, if earlier.

3.4 Teacher Placement on Salary Guide

Request for, and proof of, any change in a teacher's placement on the salary guide, shall be his/her responsibility. Salary guide placement adjustments will be made twice yearly on September 1 and February 1, succeeding actual completion of BA+15, BA+30/MA degree, MA+15 or MA+30 requirements.

3.5 Equivalency Credit

Equivalency credit up to ten (10) credits or thirty (30) credits will be given to all teachers who satisfactorily complete approved workshops (such as M.S.S.C., Mathematics Institute, N.J.E.A., or Bergen County Education Association). In order to receive such credit, the teacher must obtain the Superintendent's written approval for the program before he begins the workshop. The term "credit", as used herein, shall mean one full semester credit.

3.6 Board Payment For Courses Taken By Teacher

The Board will provide 50% payment of costs for credits that are satisfactorily completed by a teacher at any time during the period covered by the terms of this Agreement. The teacher must first obtain the Superintendent's written approval for all courses taken for which the teacher seeks reimbursement.

3.7 Provision of Substitute Teachers For Special Teachers

Every attempt will be made by the Board and the Superintendent to provide substitute teachers for special teachers (art, music, physical education, F.L.E.S.) when they are absent.

3.8 Tax-Sheltered Annuity Program

The Superintendent shall permit representatives of Beneficial National Life Insurance Company to meet with teachers for the purpose of enrolling new members and permitting present members to adjust their investments at faculty meetings on a district or building level at the request of the Association. Requests for such meetings shall be made no more than once a year.

ARTICLE IV

LEAVES OF ABSENCE

4.1 Short Term Leave of Absence

A. No Deduction of Salary

1. Personal Illness

- a. Employees covered by this Agreement shall be entitled to ten (10) sick leave days per year. Illness is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by medical authority on account of a contagious disease, or being quarantined for such a disease in the immediate household.
- b. All sick leave days not taken while employed in the River Edge School District shall be cumulative from year to year with no maximum limit.
- c. Teachers shall be entitled to a written accounting of their accumulated sick leave days no later than September 30th of each school year.
- d. Emergency Sick Leave
Employees covered by this Agreement may receive, at the discretion of the Board, based upon individual considerations in each case, extended sick leave in case of major illness.
- e. Compensation for Emergency Sick Leave
Wherever any employee has exhausted all accumulated sick leave, together with the ten (10) days allocated for any individual year, and has furnished to the Board a Physician's Statement

that said sickness required continued absence of said employee, then said employee shall, commencing with the fourth day following the exhaustion of all accumulations of sick leave, be granted additional compensation calculated on the basis of the employee's day's salary less the rate of compensation then being paid by the Board to substitute teachers. A day's salary is defined as 1/200th of the annual salary.

2. Personal Business

- a. For personal business, subject to prior application to the Principal and approval by the Administration, two (2) days each year will be granted.
- b. An employee may utilize personal days (1) without explanation of the specific reason for such utilization and (2) at any time he deems the use of a personal day to be necessary, but it is expected that such leave will not be used to extend a holiday.
- c. Upon exhaustion of the two personal leave days, additional personal days may be granted each school year at the discretion of the Superintendent, provided specific reasons are stated in the application for each day.

3. Family Illness or Death

For illness in the employee's family, a period of absence of three (3) days per work year shall be granted (non-accumulative) and these three days may be used for family illness as individual circumstances may warrant.

Up to five (5) days at any one time shall be granted (non-accumulative), as individual circumstances may warrant, for death in the family.

For the purposes of this section, "family" shall be understood to include parents, siblings, children, spouse, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or any person domiciled with the employee. Cases not covered herein may be appealed to the Superintendent.

B. Deduction for Substitute's Pay

1. Emergency Sick Leave

See Paragraph 4.1 A.1.e. for provisions that apply.

2. Court Action

In case of absence from duty in response to a legal summons or a subpoena to be a witness in an action in which the teacher is not involved, the amount of the witness fee shall be deducted from the salary of the teacher and applied to the substitute's pay.

4.2 Extended Leave of Absence, Except Maternity

A. Qualification

All teachers are eligible for extended leaves of absence which may be granted at the discretion of the Board.

B. Application

Any teacher desiring an extended leave of absence, for any reason, shall submit a written request to the Board through the office of the Superintendent of Schools. Such a request shall contain the proposed dates of absence from school and the reason for the request.

C. Personal Illness

The application shall be accompanied by a physician's certificate attesting to the need for such absence. Return to the school system must be requested in writing and accompanied by a physician's certificate attesting to the fitness of the teacher to resume his assigned duties. The Board of Education may, whenever it deems advisable, require a physician's statement attesting to the illness of the teacher or may direct the school physician to make a physical examination of any teacher who is absent because of personal illness.

D. Military Service

Teachers employed in this district who are drafted for military service are subject to placement, upon discharge, according to State and Federal laws.

4.3 Maternity Leave of Absence

The Board shall grant pregnancy or child-rearing leaves without pay to any teacher upon request subject to the following stipulations and limitations:

A. Pregnancy Leave

1. Notification

Teachers shall notify the Superintendent in writing of the condition of pregnancy upon knowledge of the condition.

2. Length of Leave

- a. Pregnancy leave shall commence on the date set forth by the teacher.
- b. If the administration questions a teacher's ability to continue her duties, it may then require that the teacher produce written confirmation of her fitness from her physician to continue to perform her teaching duties to the date specified by her.
- c. A pregnant teacher who expects to deliver her child during the first month of the school year would not be expected to commence teaching during that month, the leave becoming effective as of the start of that month.
- d. A pregnancy leave shall be terminated no later than ten (10) days following the date of the delivery of the child, unless the teacher's physician certifies that an additional period of recuperation is required, such additional time shall not exceed one year for tenured teachers.
- e. A pregnancy leave of absence granted a non-tenure teacher shall not be extended beyond the end of the contractual obligation made to said teacher.

3. Return to Duty

- a. A teacher shall not be permitted to return to duty following a pregnancy leave unless she produces a statement from her physician attesting that she is physically able to resume her duties.
- b. No teacher shall be prevented from returning to work after childbirth solely on the basis that there has not been a time lapse between childbirth and the desired date of return.

B. Child Rearing Leave

1. Notification

- a. Any regularly employed teacher may apply for a child rearing leave.
- b. Where husband and wife are teachers in the River Edge Schools, only one of said persons shall be entitled to such leave.

- c. Child rearing leave shall be applied for sixty (60) days in advance of the anticipated birth of the child or prior to adoption of an infant child.

2. Length of Leave

- a. A child rearing leave shall commence for teachers immediately upon the termination of the pregnancy leave.
- b. Child rearing leave shall terminate one year from the date of the birth of the child and upon request of the teacher, the leave shall be extended for one additional year. At the end of the second year, a teacher may apply for a third year.
- c. Requests for extension of child rearing leaves must be made at least sixty (60) days prior to the expiration of the leave.
- d. A child-rearing leave of absence granted a non-tenure teacher shall not be extended beyond the end of the contractual obligation made to said teacher.

3. Return to Duty

Any teacher granted a child rearing leave must inform the Superintendent of his/her intention of returning to duty in writing sixty (60) days in advance of February 1st or by June 1st prior to commencement of school in September. The returning teacher may be assigned to any position decided upon by the Superintendent within the certification of said teacher.

Any, and all leaves, without pay, granted a teacher by the Board, shall not be credited to the teacher for salary schedule advancement or tenure purposes.

C. Adoption of an Infant Child

Any teacher adopting an infant child shall receive similar (child rearing) leave and said leave shall commence upon the teacher receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

ARTICLE V

HEALTH INSURANCE

5.1 Health Care Plan

The Board shall provide 100% of the premiums for any employee covered by this Agreement, or his immediate dependents who may elect to be covered thereunder, the following health care insurance:

New Jersey State Plan: Blue Cross/Blue Shield, Basic Coverage; Prudential, Major Medical.

5.2 Dental Plan

During the term of this Agreement the Board shall provide 100% of the premium for each employee and his immediate dependents who may elect to be covered under this plan. Plan details are outlined in addendum "F".

5.3 Vision Plan

During the second year of this Agreement, beginning September 1, 1981 and ending on June 30, 1982, the Board shall provide each individual employee with vision care coverage not to exceed a total premium of \$25.90 for the 1981/82 school year.

5.4 Prescription Plan

During the second year of this Agreement, beginning September 1, 1981 and ending on June 30, 1982, the Board shall provide each employee and his immediate dependents who may elect to be covered under this plan, prescription coverage not to exceed a total premium of \$109.50 for the 1981/82 school year.

5.5 Period of Coverage

Coverage shall be for a twelve month period commencing July 1st. However, a coverage shall terminate as of the effective date the employee leaves the system, unless the employee shall leave at the end of the normal school year.

5.6 Extension of Coverage

The Board, at its option, may extend the term of Article V beyond the term of this Agreement. However, the type of insurance coverage once agreed upon shall be changed only by mutual consent of the Board and the Association.

5.7 Provision for Employee Substitute Coverage

In the event any employee shall be covered by other insurance which may be paid for by the employee or someone else on his behalf, the fact of said coverage shall not entitle said employee to receive a cash payment in lieu of premium by virtue of said coverage.

ARTICLE VI

SCHOOL CALENDAR

6.1 Preparation of Calendar

A. Board-Association Cooperation

The Board shall confer with the Association and seriously consider recommendations for preparation of the school calendar.

B. Board Rights

The willingness of the Board to confer with the Association in the matter of preparation and adoption of the school calendar shall not grant to the Association the right to file a grievance should the Association desire a different calendar to be adopted, it being covenanted and agreed by and between the parties that the determination by the Board in this matter shall be final and binding and no grievance may be filed in connection herewith.

6.2 Pupil Dismissal on Weekly Professional Days

A. Dismissal at 2:00 P.M.

Dismissal for all pupils, Grades 1 - 6, at 2:00 P.M. shall be in effect on the six (6) administratively designated parent-teacher conference days.

B. Dismissal at 2:30 P.M.

Dismissal for all pupils, Grades 1 - 6, at 2:30 P.M. shall be in effect one day of each scheduled full five-day week of the school year for the purpose of conducting individual building or school-wide faculty meetings and professional development workshops on these days.

6.3 Yearly School-Wide Professional Workshop

One (1) full day during which pupils will not be in attendance shall be provided in the school year for a school-wide professional workshop. All classroom and special teachers, librarians, nurses, psychologists and social workers shall be in attendance at said workshop.

6.4 N.J.E.A. Teachers' Convention

Schools will be closed during the days of the N.J.E.A. Teachers' Convention and pupils and teachers will not be required to be in attendance.

6.5 Close of School Year

The last three days of the school year in which the children are in attendance shall be four (4) hour sessions.

ARTICLE VII

PROFESSIONAL EVALUATIONS

7.1 Administrator-Teacher Review of Evaluation

Each evaluation will be reviewed with the teacher by the administrator before insertion into the teacher's personnel file.

7.2 Teacher Evaluation Data

The evaluation report shall bear the date of review and shall be initialed by the teacher and the administrator.

7.3 Teacher Right to Review Personnel File

A teacher shall have the right, upon request, to review the contents of his personnel file containing his evaluations in the school district office. At said review the teacher shall have the right to review all the materials in his file and to affix his/her signature to said materials with the understanding that the signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy. The right of review shall survive the individual's employment.

ARTICLE VIII

STAFF ADVISORY COUNCIL/INSTRUCTIONAL COUNCIL

8.1 Advisory Council

A. Organization

An Advisory Council shall be established for the River Edge Elementary Schools and be maintained by the Superintendent and the Association President, both of whom shall serve as ex-officio members of the Council. The Superintendent and the Association each will annually appoint three (3) members to the Council, said council to consist of eight (8) members, each appointee to serve a one-year term.

B. Purpose

The Council shall be charged with the responsibility of (1) considering problems identified by the administration or the staff and (2) making recommendations and suggestions for improvement with respect to problems of mutual concern.

C. Rules of Procedure

The Council shall provide its own rules of procedure, the first order of business being the establishment of "bylaws" to govern the organization.

8.2 Instructional Council

A. Organisation

An Instructional Council shall be established in each building. Membership shall include the building principal, building representatives to the Advisory Council, and all grade chairpersons.

B. Purpose

This Council shall consider problems identified by the Administration or the staff, and make recommendations concerning such problems, or refer certain matters to the Advisory Council.

C. Rules of Procedure

The Council shall provide its own rules of procedure.

ARTICLE IX

TEACHING DAY

9.1 Check-In Procedure

Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster.

ARTICLE X

TEACHING ASSIGNMENTS

10.1 Notification of Non-Tenure Teacher Contract Status

The Board shall formally notify all non-tenure teachers of their contract status for the ensuing year by April 30th of the current year. The teacher in turn shall formally notify the Board by June 1st of the current year of his intentions regarding renewal of said contract.

10.2 Notification of Teaching Assignments for all Teachers

Teachers shall be presented with tentative teaching assignments for the next school year on or before the 30th day of April and again one week before the end of the school year if any changes were made in the tentative assignments.

ARTICLE XI

BOOKS AND OTHER INSTRUCTIONAL MATERIALS AND SUPPLIES

11.1 Procedure for Teacher Purchase of Supplementary Materials

Teachers purchasing materials and/or supplies with the advance approval of the Administration shall be reimbursed upon submission of an appropriate receipt of purchase.

11.2 Teacher Recommendation for Textbook Selection

Teachers shall make recommendations for the selection of text books and other instructional materials.

ARTICLE XII

MISCELLANEOUS PROVISIONS

12.1 Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by receipted copy of hand delivered letter, by return receipt certified mail or by telegram to the following addresses:

- A. If by the Association to the Board, to: c/o Secretary to the Board of Education, School District of the Borough of River Edge, Cherry Hill School, 410 Bogart Road, River Edge, New Jersey - 07661
- B. If by the Board to the Association, to: President, River Edge Education Association, Cherry Hill School, 410 Bogart Road, River Edge, New Jersey - 07661

12.2 Modification of 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.

12.3 Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he may have under any applicable state or federal laws.

12.4 Administration of Agreement

The Association's representative and the Administration shall meet periodically during the school year to review and discuss current school programs and practices and the Administration of this Agreement.

12.5 Printing Agreement

Copies of the Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all teachers now employed and, hereafter, employed.

ARTICLE XIII

DURATION OF AGREEMENT

13.1 Duration Period

This Agreement shall be effective as of July 1, 1980 and shall continue in effect until June 30, 1982. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

13.2 Status of Incorporation

IN WITNESS WHEREOF, THE ASSOCIATION has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

RIVER EDGE EDUCATION ASSOCIATION

RIVER EDGE BOARD OF EDUCATION

By (signed) Anthony Vouvalides
President

By (signed) Richard Walsh
President

Attested (signed) Lois Hejna
Secretary

Attested (signed) Patricia Giannotti
Secretary

PART II: CUSTODIAL AND SECRETARIAL PERSONNEL

ARTICLE I

RECOGNITION

1.1 Unit

The River Edge Board of Education, hereinafter called the "Board" agrees to and hereby does recognize the River Edge Education Association, hereinafter called the "Association" as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees in the classifications set forth as follows:

Custodial

Head Custodians
Custodians
Maintenance Men

Secretarial

12-Month Secretaries
10-Month Part Time Secretaries

but excluding:

District Office Secretaries (Full and Part time)

1.2 Definition of Employee

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer specifically to those employees identified in the negotiating unit defined above, and references to male employees shall include female employees.

1.3 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 II

SUCCESSOR AGREEMENTS

- 2.1 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 III

GRIEVANCE PROCEDURE

3.1 Definitions

A grievance shall mean a complaint by any employee or the Association that, as to the party or parties, there has been an inequitable, improper, or unjust application, interpretation, or violation of the Agreement. However, the term "grievance" shall not apply to any matter (1) which is a complaint of a non-tenure employee arising by reason of his not being reemployed, (2) in matters where the Board is without authority to act, and (3) neither shall the grievance procedure be invoked by any individual claiming tenure under the provisions of R.S. 18A:28-5 where charges have been brought against such individual pursuant to the provisions of the Tenure Employees Hearing Law, R.S. 18A:6-10, et seq. In such cases, the procedure to be followed shall be that set forth in R.S. 18A:6-10 et seq.

Where a method of review is prescribed by law, 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 to be by petition filed with the Commissioner of Education.

The term "employee" shall mean any regularly employed individual receiving compensation from the Board but shall not include the Superintendent, Principals, or the Secretary to the Board.

The term "representative" shall include the River Edge Education Association or any person designated by the River Edge Education 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 under the Table of Organization prevailing in this school district.

The term "party" means an aggrieved employee, his immediate superior, the school principal, or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

3.2 Purpose

Any individual employee shall have the right to present a grievance affecting him. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his grievance. He shall have the right to present his own grievance or to designate a representative to appear with him at any step in his appeal.

A minority organization shall not have the right to present or process a grievance. 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.

3.3 Procedure

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 would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) calendar days period shall be deemed to constitute an abandonment of the grievance.

A. Level One - Principal or Immediate Superior

Any employee who has a grievance shall discuss it orally with his immediate superior (Supervisor or Principal) in an attempt to resolve the matter on an informal basis. Where the immediate superior is below the rank of Principal, the Principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) school days of said hearing.

B. Level Two - Board Secretary/Business Manager

If, as a result of the informal discussion with the Principal, the grievance is not resolved to the employee's satisfaction within five (5) school days, the employee shall set forth his complaint in writing to the Board Secretary specifying:

1. The nature of the grievance.
2. The nature and extent of the loss, injury or inconvenience.
3. The results of the previous discussion.
4. The basis of his dissatisfaction with the decision previously rendered.

The Board Secretary shall hold a hearing within five (5) school days of receipt of the said grievance and shall render a decision within five (5) school days of said hearing.

A copy of the employee's writing to the Board Secretary shall be furnished to the Principal and to the immediate superior of the aggrieved.

C. Level Three - Superintendent

If, as a result of the hearing with the Board Secretary, the grievance is not resolved to the employee's satisfaction within five (5) school days, the employee shall set forth his complaint in writing to the Superintendent specifying:

1. The nature of the grievance.
2. The nature and extent of the loss, injury or inconvenience.
3. The results of the previous discussion.
4. The basis of his dissatisfaction with the decision previously rendered.

A copy of the employee's writing to the Superintendent shall be furnished to the Board Secretary and to the immediate superior of the aggrieved.

Within ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties concerned shall have the right to be heard. The Superintendent shall, within ten (10) school days of said hearing (unless a different period is mutually agreed upon), communicate his decision in writing to the employee and his representative, if there be one, and shall forward a copy of said decision to the Principal and to the immediate superior of the aggrieved employee.

D. Level Four - Board of Education

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board, such request by the employee to be made within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of receipt of the decision of the Superintendent. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested by the employee, and render a decision in writing setting forth its reasons to the employee, his representative if there be one, the Superintendent, and the Principal within twenty (20) school days (unless extended by mutual agreement of the parties) from the receipt of the grievance.

E. Level Five - Arbitration

If the employee is dissatisfied with the disposition of his grievance at Level Four, he may request that the Association submit his grievance to arbitration pursuant to rules and regulations established by the American Arbitration Association, on or not later than fifteen (15) school days following the receipt of the decision of the Board. Failure to file within said time period shall constitute a bar to such arbitration (unless the time period within which to assert such a demand is extended by mutual agreement of the Association and the Board).

All grievances which have progressed to Level Five, Arbitration, when the Association has become the representative for the grievant, cannot progress through binding arbitration unless accompanied by an affidavit signed by the originator of the grievance signifying that he wishes the matter taken to binding arbitration.

1. Within ten (10) school days after such request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the American Arbitration Association to appoint an arbitrator.
2. The arbitrator shall confer with representatives of the Board and of the Association and shall proceed with a hearing and submit a written report in the shortest time possible setting forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires 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 Board and the Association in matters specifically covered by this Agreement.
3. The costs of the services of the arbitrator, including per diem expenses and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

4. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute; the time lost by the employee must either be without pay or charged to personal time; however, if the arbitrator subpoenas an employee to attend the arbitration proceedings as a witness, this employee shall not suffer loss of pay.

3.4 Miscellaneous

In the event a grievance should be filed by any employee who is not subject to the jurisdiction of any Principal or who may be answerable to more than one Principal, he (1) shall discuss his grievance initially with the Board Secretary, and (2) if dissatisfied with the determination of the Board Secretary, may appeal to the Superintendent as outlined in Level Three.

3.5 Failure to Communicate a Decision or to Appeal

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3.6 Extension of Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

3.7 Observation of Board Rules and Regulations

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3.8 Procedural Exception

In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year, or if it is filed after the end of the school year, then the time limits shall be established by counting the weekdays following the end of the school year as school days.

3.9 Employees Covered

All employees covered by this Agreement shall be entitled to the full procedure hereinabove set forth.

ARTICLE IV

SALARIES AND WORK SCHEDULE

4.1 Method of Payment

A. Salaries

1. Custodial: In accordance with Addendum "D" .
2. Secretarial: In accordance with Addendum "C".

B. Semi-Monthly Pay Plan

Salary checks will be issued to all employees on the fifteenth and last day of every month, except when these are non-working days. In the latter case, checks will be issued on the last working day preceding the regular pay day.

C. Summer Pay Plan

Each employee may individually elect to have ten (10%) percent of his monthly salary deducted from his pay.

4.2 Recall

- A. Any employee called to return to work outside of his regular scheduled shift shall be paid a minimum of three (3) hours at overtime rate.
- B. Inspection of heating and security on non-school days shall be paid at a minimum of two (2) hours rate of pay.

4.3 Daily Work Hours

- A. The work shift for custodians shall be eight (8) hours, exclusive of a sixty (60) minute lunch period. For secretaries, six and a half (6 1/2) hours, exclusive of a sixty (60) minute lunch period, shall constitute a work shift. All employees shall be scheduled to work on a regular starting and quitting time.

- B. Part time secretarial personnel shall be paid at the rate of sixty percent (60%) of a full-time ten-month assistant secretary. Their work shift will constitute four (4) hours per day exclusive of a lunch period.

4.4 Overtime

- A. Overtime shall be paid at the rate of one and a half (1 1/2) times the hourly rate at the employee's regular hourly rate of pay for all time worked in excess of eight (8) hours in any work day.
- B. The overtime rate and daily non-approved employee absence deduction rates for twelve (12) month employees shall be based upon each employee's yearly salary divided by fifty-two (52). The result must be divided by forty (40) representing the forty hour maximum work week. For ten (10) month employees the yearly salary shall be divided by forty-three (43). The result must be divided by thirty-two and a half (32 1/2) representing the thirty-two and a half-hour maximum hour work week.

4.5 Vacation

Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate superior.

4.6 Spring Shift

Full time employees hired for a normal daily work period of at least seven (7) hours, starting 2:00 p.m. or later, shall be compensated an additional 10% above the guide.

4.7 Non-contractual

Part time or temporary seasonal personnel may be hired at hourly rates established by the Board without allowance for sick leave, paid holidays or vacations.

4.8 Holiday Schedule - Custodians

New Year's Eve Day
New Year's Day
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day

Religious Holiday (when school is closed during a regular school week)
NJEA Convention, 1 day only of 2 days
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day

4.9 Termination of Employment

Any employee having been three (3) years in continuous employment shall be given or give thirty (30) days notice of termination of employment. Upon the request of the terminated employee, the Board shall furnish reasons for dismissal and an informal hearing before the Board.

ARTICLE V

SICK LEAVE

5.1 Accumulative

As of September 1, 1973, all employees shall be entitled to one (1) day per month sick leave each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

5.2 Nonaccumulative

Nonaccumulative additional sick leave benefits may be allowed to employees at the Board's discretion.

ARTICLE VI

OTHER LEAVES

6.1 Personal Business

- A. For personal business, subject to prior application to the Principal and approved by the Administration, two (2) days each year will be granted.
- B. An employee may utilize personal days (1) without explanation of the specific reason for such utilization and (2) at any time he deems the use of a personal day to be necessary, but it is expected that such leave will not be used to extend a holiday.

- C. Upon exhaustion of the two personal leave days, additional personal days may be granted each school year at the discretion of the Superintendent, provided specific reasons are stated in the application for each day.

6.2 Family Illness or Death

For illness in the employee's family, a period of absence of three (3) days per work year shall be granted (nonaccumulative) and these three (3) days may be used for family illness as individual circumstances may warrant.

Up to five (5) days at any one time shall be granted (nonaccumulative), as individual circumstances may warrant, for death in the family.

For the purpose of this section, "family" shall be understood to include parents, siblings, children, spouse, mother-in-law, father-in-law, grandparents, grandchildren, brother-in-law, sister-in-law, daughter-in-law, son-in-law, or any person domiciled with the employee. Cases not covered herein may be appealed to the Superintendent.

ARTICLE VII

HEALTH INSURANCE

7.1 Health Care Plan

The Board shall provide 100% of the premiums for any employee covered by this Agreement, or his immediate dependents who may elect to be covered thereunder, the following health care insurance:

New Jersey State Plan: Blue Cross/Blue Shield, Basic Coverage: Prudential, Major Medical.

7.2 Dental Plan

During the term of this Agreement the Board shall provide 100% of the premium for each employee and his immediate dependents who may elect to be covered under this plan as outlined in the Memorandum of Understanding, addendum "A". Plan details are further outlined in addendum "F", Program I effective 1/1/81; Program II effective 9/1/81.

7.3 Vision Plan

During the second year of this Agreement, beginning September 1, 1981 the Board shall provide each individual employee with vision care coverage as agreed upon with The Vision Service Plan and as outlined in the Memorandum of Understanding, addendum "A".

7.4 Prescription Plan

During the second year of this Agreement, the Board shall provide each employee and his immediate dependents the prescription coverage as agreed upon with Union Prescription Service and as outlined in the Memorandum of Understanding, addendum "A".

7.5 Period of Coverage

Coverage shall be for a twelve month period commencing July 1st. However, a coverage shall terminate as of the effective date the employee leaves the system, unless the employee shall leave at the end of the normal school year.

7.6 Extension of Coverage

The Board, at its option, may extend the term of Article VII beyond the term of this Agreement. However, the type of insurance coverage once agreed upon shall be changed only by mutual consent of the Board and the Association.

7.7 Provision for Employee Substitute Coverage

In the event any employee shall be covered by other insurance which may be paid for by the employee or someone else on his behalf, the fact of said coverage shall not entitle said employee to receive a cash payment in lieu of premium by virtue of said coverage.

ARTICLE VIII

VACATIONS

- 8.1 Each twelve-month employee shall be entitled to vacation with pay at the annual rate of pay such employee is receiving at the time such vacation is actually taken, except where an employee has voluntarily severed or has been required to leave the employ of the River Edge Board of Education at the end of the contract year. His rate of pay shall be at his last rate of pay. The length of vacation period is outlined in addendum "E" attached herein.

ARTICLE IX

EMPLOYEE-ADMINISTRATION LIAISON

- 9.1 The Association's representatives shall meet with the Superintendent at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interest and the administration of this Agreement.

MEMORANDUM OF UNDERSTANDING

The undersigned agree to recommend to their respective parties approval of the following terms and conditions of employment between the River Edge Board of Education and the River Edge Education Association:

1. A two year agreement commencing July 1, 1980, to June 30, 1982.
2. Language changes as agreed to by the parties prior to 10/9/80 or a part of this memorandum. All language in the recently expired agreement shall continue in full force and effect except as modified by this agreement.
3. Salary increases for all employees as provided in the attached guides (subject to mathematical verification). For 1980/1981 salaries to be increased by 9.8%. For 1981/82, salaries to be increased by 9.6%.
4. The Board will pay the full premium for the present New Jersey State Health Benefits Plan for the term of this agreement.
5. The Board will continue the present individual dental coverage during the term of this agreement. Effective January 1, 1981, the Board will provide dependent dental coverage not to exceed \$6,745. to June 30, 1981. An additional \$13,255. will be allowed for the 1981/1982 school year.
6. Commencing September 1, 1981, the Board will provide prescription coverage for employees and their dependents not to exceed \$7500. in premium costs.
7. Beginning September 1, 1981, the Board will provide a vision care program not to exceed \$2,000.
8. The parties agreed that the State appointed mediator Samuel Ranhand shall retain jurisdiction in this matter until the formal collective negotiations agreement has been duly executed by the parties.
9. All longevity payments to be deducted from the gross reflected in the attached guides for each of the two years.

FOR THE BOARD OF EDUCATION

FOR THE RIVER EDGE EDUCATION ASSOCIATION

Richard J. Wall
Robert D. Ambrose

Anthony Vannalide
Flanice Scheidman
Camer Martin

Stanley R. Miller
Herbert O. Weber
Michael M. Cohen
Hale Bulch
Harold M. Kelly

Joseph Taubner

10/10/80

10/10/80
River Edge, Bergen County
River Edge Education Association

RIVER EDGE
1980-81 TEACHERS SALARY GUIDE

	<u>BA</u>	<u>BA+15</u>	<u>BA+30/MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	11766	12349	12932	13578	14191
2	12199	12803	13408	14012	14617
3	12639	13243	13847	14452	15056
4	13188	13792	14397	15001	15606
5	13737	14342	14946	15551	16155
6	14397	15001	15606	16210	16815
7	15056	15661	16265	16870	17474
8	15716	16320	16925	17529	18133
9	16485	17089	17694	18298	18903
10	17254	17859	18463	19068	19672
11	18024	18628	19232	19837	20441
12	18793	19397	20002	20606	21211
13	19672	20276	20881	21485	22090
14	20661	21266	21870	22474	23079
15	21870	22474	23079	23683	24288
16			24288	24892	25497

SERVICE LONGEVITY

20 Years in River Edge \$100
25 Years in River Edge \$150

RIVER EDGE1981-82 TEACHERS SALARY GUIDE

	<u>BA</u>	<u>BA+15</u>	<u>BA+30/MA</u>	<u>MA+15</u>	<u>MA+30</u>
1	12472	13090	13708	14393	15042
2	12896	13535	14173	14881	15553
3	13370	14032	14695	15357	16020
4	13852	14514	15176	15839	16501
5	14454	15116	15779	16441	17104
6	15056	15719	16381	17044	17706
7	15799	16441	17104	17766	18429
8	16501	17164	17826	18490	19152
9	17225	17887	18550	19212	19874
10	18068	18730	19393	20055	20718
11	18910	19573	20235	20899	21561
12	19754	20416	21078	21741	22403
13	20597	21259	21922	22584	23247
14	21561	22223	22886	23548	24211
15	22644	23308	23970	24632	25295
16	23970	24632	25295	25957	26620
17			26620	27282	27947

SERVICE LONGEVITY

20 Years in River Edge \$100

25 Years in River Edge \$150

RIVER EDGE1980-81 SECRETARIAL SALARY GUIDE

<u>Step</u>	<u>School Secretary</u>	<u>Assistant Secretary</u>	<u>Part Time Secretary</u>
1	8512	7579	4068
2	8825	7792	4198
3	9155	8012	4330
4	9484	8231	4462
5	9814	8451	4594
6	10144	8781	4792
7	10473		

Part time ten month secretaries may receive ten per cent (10%) additional if one month is worked during the summer.

1981-82 SECRETARIAL SALARY GUIDE

<u>Step</u>	<u>School Secretary</u>	<u>Assistant Secretary</u>	<u>Part Time Secretary</u>
1	9023	8079	4320
2	9329	8307	4459
3	9672	8540	4601
4	10034	8781	4746
5	10394	9021	4890
6	10756	9262	5035
7	11118	9624	5252
8	11478		

Part time ten month secretaries may receive ten per cent (10%) additional if one month is worked during the summer.

RIVER EDGE1980-81 CUSTODIAL SALARY GUIDE

<u>Step</u>	<u>Head Custodian</u>	<u>Day Custodian</u>	<u>Night Custodian</u>
1	12020	8904	9469
2	12463	9232	10232
3	12902	9561	10561
4	13342	9891	10891
5	13781	10221	11221
6	14221	10550	11660
7	14727	10880	12100
8	15320	11320	12496
9	15979	11787	12963
10	16749	12309	12963

1981-82 CUSTODIAL SALARY GUIDE

<u>Step</u>	<u>Head Custodian</u>	<u>Day Custodian</u>	<u>Night Custodian</u>
1	12741	9438	10461
2	13174	9759	10816
3	13659	10118	11214
4	14141	10479	11575
5	14623	10841	11937
6	15104	11202	12298
7	15586	11563	12779
8	16141	11924	13262
9	16791	12407	13696
10	17513	12919	14207
11	18357	13491	

Addendum "E"

Secretarial and Custodial Vacation Schedule

Length of Uninterrupted Service to July 1st:

Less than one year (1) year	<u>1 day per month (up to 2 weeks)</u>
One (1) year to and including three (3) years	<u>2 weeks</u>
Four (4) years to and including seven (7) years	<u>3 weeks</u>
Eight (8) years or more	<u>4 weeks</u>

RIVER EDGE BOARD OF EDUCATION

New Jersey Dental Service Plan

1979/80-1980/81

FEE BASIS: The following programs are based upon the Usual, Customary and Reasonable Fee Concept.

PROGRAM I Co-Payment - Basic Benefits:

Preventive and Diagnostic:	100%
Remaining Basic Services:	85/15
Prosthodontic Benefits:	50/50
(Including Crowns, Inlays and Gold Restorations)	
Orthodontic Benefits:	50/50

The maximum amount payable by NJDSP for the above dental services, excluding Orthodontic Benefits, provided an eligible patient in any calendar year is \$1,000.00.

PROGRAM II Co-Payment - Basic Benefits: 100%

Prosthodontic Benefits:	80/20
(Including Crowns, Inlays and Gold Restorations)	
Orthodontic Benefits:	50/50

The maximum amount payable by NJDSP for the above dental services, excluding Orthodontic Benefits, provided an eligible patient in any calendar year is \$1,000.00.

ORTHODONTIC COVERAGE

Orthodontic Benefits are subject to a \$750.00 maximum per case which is separate from the \$1,000.00 maximum mentioned above applicable to Basic and Prosthodontic Benefits.

Approved: January, 1981