

**AGREEMENT BETWEEN THE
BOARD OF EDUCATION OF THE CITY OF RAHWAY
IN THE COUNTY OF UNION
AND
THE RAHWAY ADMINISTRATORS AND SUPERVISORS ASSOCIATION
AS MAJORITY REPRESENTATIVE OF CERTAIN PUBLIC EMPLOYEES**

**FOR THE PERIOD
JULY 1, 2006 THROUGH JUNE 30, 2009**

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Appendix A Salary Range 2006 – 2009

Appendix B Schedule of Salaries

WITNESSETH:

WHEREAS, in accordance with **N.J.S.A.** 34:13A-1 (Laws of 1968, Chapter 303), hereinafter referred to as the Law, the parties hereto have negotiated certain agreements as set forth in a Memorandum of Agreement dated January 27, 2004, the terms and provisions of which have been incorporated herein, and the Board has determined certain other items hereinafter included for information, and the parties hereto have negotiated written policies setting forth grievance procedures for the purposes set forth in the Law.

THEREFORE, it is agreed as follows:

ARTICLE I

ASSOCIATION RECOGNITION AND PURPOSE OF CONTRACT

The Board acknowledges with the Association that it has recognized said Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment of the following group of employees:

all certificated administrative, supervisory personnel, psychologists, and those staff members having administrative or supervisory responsibility, but not including the Superintendent of Schools (hereinafter referred to as the "Superintendent"), Assistant Superintendent, Business Administrator, Board Secretary, and Supervisor of Maintenance. Such represented employees are hereinafter referred to as "Members of the Association", whether they have actually joined the Association or not.

The Association was so recognized by the Board on December 18, 1968, and the purpose of This Agreement is to set forth the continuing terms of the understanding between the parties. Members of the Association shall be divided into those who work Schedule A and those who work Schedule B, as more fully described elsewhere in This Agreement.

ARTICLE II

DURATION

A. The term of This Agreement shall be three years, commencing on July 1, 2006 and ending on June 30, 2009.

B. It is specifically agreed that this clause setting forth the

period under which This Agreement shall be in force shall not prevent the parties from negotiating during said period for successor agreements and said negotiations should be encouraged by each side.

C. The parties agree that automatic salary increases, adjustments, or increments shall no longer occur after the expiration of This Agreement, since they are not permitted by law.

ARTICLE III

SUCCESSOR AGREEMENT

The Board of Education and the Association agree to commence collective negotiations regarding a successor agreement to This Agreement no later than October 15, 2008. Both parties agree to meet at reasonable times and to negotiate in good faith.

Representatives of both the Board and the Association agree that their members shall be given full authority to negotiate, but any agreement reached shall be subject to ratification by the respective bodies.

ARTICLE IV

ASSOCIATION PRIVILEGES

The Board, after having consulted with the Association as representative of the employees and learning of the employees' desire in this area, has determined as follows:

- A. The Association, as majority representative, shall have the right to place in one school, at its expense in a room normally used by administrators, if practical, one bulletin board to be utilized exclusively by the Association for its own Association business.

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- B. The Board agrees to continue to allow the Association to have access to use of buildings on proper notice to the Superintendent in accordance with rules and regulations established by the Board.

ARTICLE V

ADMINISTRATOR EMPLOYMENT

The Board agrees that it shall direct its Superintendent to offer contracts for the next school year to those members of the Association already employed who are to be reemployed for the following year, not later than April 30th of the current year, to the extent possible. However, failure to do so shall not be deemed

to create any contractual obligation not otherwise specifically provided by law.

ARTICLE VI

PAYMENT SCHEDULES

The Board agrees to pay all members of the Association covered in this Agreement in 24 equal semimonthly payments for the 2006-07 and 2007-08 school years. Effective July 1, 2008, Schedule B members will be paid in 20 equal semimonthly payments for the period September 1st to June 30th and Schedule A employees will be paid in 24 equal semimonthly payments for the period July 1st to June 30th. The Board will make available to Schedule B employees a summer payment plan in accordance with N.J.S.A 18A:29-3.

ARTICLE VII

MAJORITY DETERMINATION

In order that the Association's position, as the duly recognized collective negotiation agent for the employees in the appropriate bargaining unit will be clear, it is agreed that representatives designated or selected by public employees for the purposes of collective negotiation by the majority of the employees in a unit appropriate for such purposes or by a majority of the employees voting in an election conducted by the Board as authorized by the Law, shall be the exclusive representatives for collective negotiation concerning the terms and conditions of employment of the employees in such unit. Anything herein shall not be construed to prevent any official from meeting with an employee organization for the purpose of hearing the facts and requests of its members in such unit so long as:

- A. The majority representative is informed of the meeting.
- B. Any changes or modifications in terms and conditions of employment are made only through modification with the majority representative; and

- C. A minority organization shall not present or process grievances.

The parties hereto agree that the definition of "Board" as used in this section shall mean the Public Employment Relations Commission, except that if two competing organizations agree, the Board of Education may conduct the election.

ARTICLE VIII

PROMOTIONS

The Board, after having consulted with the Association as representative of the employees and learning of the employees' desire in this area, has determined as follows:

- A. The Board shall post on the bulletin boards all positions of a promotional nature and openings in special subject areas, and shall also set forth the requirements for same. It is further agreed that it will post a notice when said job has been filled, which notice need not give names or other details other than the position has been filled.

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- B. Any member of the Association, who is appointed by the Board to hold a position in an Acting capacity shall be paid in accordance with Article XXIII during the period in which such Acting position is held.

ARTICLE IX

ADMINISTRATOR EVALUATION

The Board, after having consulted with the Association as representative of the employees and learning of the employees' desires in this area, has determined that the Board shall continue its present procedure and does hereby adopt a policy which directs that each member of the Association shall be provided with a copy of every evaluation made of him or her and that each member of the Association shall be permitted to submit written answers to any evaluation which he or she desires to answer. Members of the Association shall acknowledge receipt of evaluations in writing when presented.

ARTICLE X

TEACHER AND ADMINISTRATIVE FACILITIES

The Board agrees that it shall work toward implementing adequate teacher/administrative lounges in all schools in this district. The Board further agrees that it shall work toward a goal of providing adequate office space for each subject area.

ARTICLE XI

PROTECTION OF TEACHERS, ADMINISTRATORS, STUDENTS AND PROPERTY

Title 18A:6-1 is quoted below:

"No person employed or engaged in a school or educational institution, whether public or private, shall inflict or cause to be inflicted, corporal punishment upon a student attending such school or institution; but any such person may, within the scope of his employment, use and apply such amounts of force as is reasonable and necessary:

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- A. To quell a disturbance, threatening physical injury to others;
- B. To obtain possession of weapons or other dangerous Objects upon the person or within the control of a pupil;
- C. For the purpose of self-defense; and
- D. For the protection of persons or property; and such acts, or any of them, shall not be construed to constitute punishment within the meaning and intendment of this section. Every resolution, by-law, rule, ordinance, or other act or authority permitting or authorizing corporal punishment to be inflicted upon a pupil attending a school or educational institution shall be void."

ARTICLE XII

SICK LEAVE

A. All members of the Association who work Schedule B shall receive 14 sick days, which are cumulative; all members of the Association who work Schedule A shall receive 15 sick days, which are cumulative.

B. Upon request, any member of the Association shall submit to the Superintendent a doctor's certification, with respect to the use of any sick days.

C. The Board shall pay for each unused sick day, at the time of retirement, as approved by the New Jersey Division of Pensions, additional compensation to each member of the Association computed by adding a differential of \$10.00 to the payment similarly made to members of the Rahway Education Association for each corresponding year of this agreement. The estate of an

employee who dies while employed by the Board, shall also receive such a payment calculated in the same manner. The Board reserves the right to offer an enhanced payment for sick days.

D. Upon retirement, any member that meets the requirement of Paragraph C, may elect to receive one payment for unused sick days, or to have payments made into a 403(b) post retirement plan.

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ARTICLE XIII

INSURANCE PROTECTION AND MEDICAL BENEFITS

A. The Board shall pay the full premium for each member of the Association and, in cases where appropriate, for family plan coverage. Coverage is to include Blue Cross, Blue Shield, Rider J, and a Major Medical Program under "New Jersey Public and School Employees Health Benefits Plan", or a plan or plans providing the equivalent or better benefits.

For each member of the Association who remains in the employ of the Board for the full school year, the Board shall make payment of premiums to provide insurance coverage for the full twelve (12) month period covered by This Agreement. When necessary, payment of premiums on behalf of any member of the Association shall be made retroactively or prospectively to assure uninterrupted participation and coverage, subject to approval of the insurance company.

B. Each member of the Association shall be reimbursed up to \$175.00 for costs actually incurred in taking biannual physical examination by an MD or DO upon submission of proof of payment and production of a copy of the physician's report as to the patient's condition. In addition, each member of the Association, who has reached the age of 45, shall be reimbursed for an annual physical examination on the terms above stated.

C. Each member of the Association participating in the UNUM Income Protection Plan shall be reimbursed at the rate of \$150 per year.

D. The Board shall pay the full premium for a dental insurance plan to provide coverage for each member of the Association and any eligible dependent coverage with a deductible of fifty dollars (\$50.00) per individual and one hundred fifty dollars (\$150.00) per family. The dental insurance maximum for those employees that select Delta Advantage/Preferred and a Delta Advantage/Preferred participating dentist shall be \$2,000 per year and for those that select Delta Premier shall be \$1,500. The Board shall have the right to provide this benefit through the use of alternative providers (not including self-insurance), to obtain competitive proposals for such benefit, and to provide members of the Association with coverage for this benefit, which may involve a different plan from that covering other Board employees, so long as the members of the Association shall continue to be covered by a plan providing the equivalent or better benefits as compared to the current coverage. Should the Association determine that the different plan so selected does not provide equivalent or better benefits as compared to the current coverage, the Association shall have the right, pursuant to the provisions of Article XX of This Agreement and paragraph B.1.d. in particular, immediately to seek the appointment of an arbitrator, who shall determine the issue. Costs of such arbitration shall be borne equally by the Board and the Association. Such

an arbitration proceeding shall not be included in the calculation of the three requests per year for which the Board and the Association shall share costs.

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E. The Board shall provide a co-payment prescription plan, for each member of the Association with the following co-pay provisions: ten dollars (\$10.00) for brand name; five dollar (\$5.00) generic. These rates apply to in-store and mail order. The Board shall have the right to provide this benefit through the use of alternative providers (not including self-insurance), to obtain competitive proposals for such benefit, and to provide members of the Association with coverage for this benefit which may involve a different plan from that covering other Board employees, so long as the members of the Association shall continue to be covered by a plan providing the equivalent or better benefits as compared to their current coverage. Should the Association determine that the different plan so selected does not provide equivalent or better benefits as compared to the current coverage, the Association shall have the right pursuant to the provisions of Article XX of This Agreement and paragraph B.1.d. in particular, immediately to seek the appointment of an arbitrator, who shall determine the issue. Costs of such arbitration shall be borne equally by the Board and the Association. Such an arbitration proceeding shall not be included in the calculation of the three requests per year for which the Board and the Association shall share costs.

F. Whenever there shall be a change in coverage, the Board shall provide to each member of the Association a description of the health care insurance coverage provided under this Article no later than the beginning of each school year, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE XIV

DEDUCTIONS FROM SALARIES

A. Each party recognizes the existence of N. J. S. A. 52:14 - 15.9e, covering deductions from salary, which statute is incorporated herein by reference as if fully stated.

B. Representation Fee:

1. The Association shall, on or before October 1, deliver to the Board a written statement containing the following:
 - a. A statement that the Association has determined the amount of representative fee in accordance with the formulated requirements of N. J. S. A. 34:13-5.4.
 - b. A statement that the Association has established a "demand and return system" in accordance with the requirements of the law.

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- c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each nonmember. Such representation

fees shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments.

- d. A list of all employees represented by the Association who have failed to arrange for and become members of the Association and a request that the representation fee of such nonmembers be deducted in accordance with the Agreement.
2. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with paragraph 3 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
 3. Pay deduction schedule:
The Board shall deduct the representation fee equally, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:
 - a. In November, or
 - b. Thirty (30) days after the employee begins his/her employment in a Bargaining Unit Position, unless the employee previously served in a bargaining unit position or was on layoff, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a Bargaining Unit position, whichever is later. The mechanics for deductions of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deductions or regular membership to the Association.
 4. On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all employees who began during the preceding thirty (30) day period. The list will include names, job titles, and date of employment for all employees.
 5. The Association hereby agrees to indemnify, defend and save harmless, the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employees of any sum of money as a representation fee under the provisions of the Agreement.

ARTICLE XV

ABSENCE POLICY

The following absence policy as presently revised is made a part of this Agreement as follows:

- A. Temporary absence, with pay, may be authorized by the Superintendent to members of the Association for the following:
 - 1. Coverage will be attempted for absences to 1-1/2-2 hours to permit him or her to attend a special occasion that involves a child or spouse.
 - 2. Coverage will be attempted for the day that he or she receives a degree, if the award is made during a school day.
 - 3. Within the framework of Board policy or guidelines, for other events such as: workshops, conferences, conventions, accrued vacations.

- B. If environmental conditions exist that prevent or delay the arrival of a member of the Association to work on those days when school is closed for students and teachers as the result of an emergency closing, the member of the Association shall notify the Superintendent. The Superintendent may excuse the member of the Association for all or part of the day involved.

- C. Death Policy:
Full pay deductions except for death in family as follows:
 - 7 days: Spouse, Child
 - 5 days: Father, Mother, Brother, Sister, Mother-in-Law, Father-in-Law, Grandchildren, Grandparents with a domicile in the home of the employee.
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 - 3 days: Any other relative with a domicile in the home of the employee, and a grandparent with a domicile other than in the home of the employee.
 - 1 day: Any other relative not residing in the home of the employee.

- NOTE: Bereavement days shall commence within two (2) working days of the death, and said days shall be taken consecutively.

- D. Leave of Absence:
A Leave of Absence may be granted by the Board, for tenured personnel only, for reasons of health or professional improvement, without pay only.

- E. Jury Duty:
If a deferment for Jury Duty has been requested by a member of the Association and said request was denied by the court, the

member of the Association shall suffer no loss of pay for serving on the jury, provided he or she submits a copy of the request for the postponement and a copy of the denial of the postponement.

- F. Each member of the Association shall be authorized to take two (2) days absence for personal business, for the conducting of such business which could not otherwise be conducted during non-school hours, provided that the request for such an absence be made in writing and presented to the Superintendent at least ten (10) days prior to the requested date or dates, whenever reasonably possible for non-emergency requests, and such requests shall set forth the reason for same. The Superintendent, or his designee, may authorize the use of personal days subject to the needs of the school district. In addition, each member of the Association who accumulates fifty (50) sick days or more as of June 30 shall be authorized to take a third days absence for personal business under the same conditions given above.
- G. Unused personal days shall accumulate up to a maximum of four (4) days. Any additional unused personal days shall accumulate as sick days. Any personal days not creditable to sick days shall be credited to vacation days to be used during the following calendar year. Not more than two personal days shall be granted in any calendar month nor shall any personal day be granted the day preceding a holiday or the day after a holiday without prior approval.

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 - 1. Absence before 11:00 a.m. will be charged as a full day to the appropriate category above.
 - 2. Absence after 11:00 a.m. will be charged as a half-day to the appropriate category above.
- I. Vacations:
 - 1. All Schedule A members of the Association shall accumulate vacation days at the rate of two (2) per month at the end of each month until the maximum of 22 days per year is reached. In addition, such members of the Association shall be entitled to six (6) additional vacation days (on a pro-rata basis should any such member of the Association terminate employment during any year of This Agreement).
 - 2. All Schedule B members of the Association, in addition to vacation during July and August of any year of This Agreement, shall be entitled to five (5) additional vacation days (on a pro-rata basis should employment terminate during any year of This Agreement). It is the intention of the parties that such additional days be taken to the extent possible and consistent with the needs of the system during periods when school is not in session, but subject, however, to the fact that all vacation days shall be scheduled for use as approved by the

Superintendent.

3. In addition, twelve (12) month administrators may utilize vacation days during the school year, when school is in session subject to the approval of the Superintendent.
4. The Superintendent may, when requested, approve compensatory days for members of the Association.
5. Up to five (5) vacation days may be carried over to the following year with the Superintendent's prior approval.

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6. Accumulated Vacation Days

"A" Employees

The maximum number of vacation days (accumulated and carried over) available for use in any contract year shall be 33 days. Any days in excess of the 33 days shall no longer be available for the employee's use. In the event of death payment will be made to the estate of the member for unused vacation days.

"B" Employees

The maximum number of vacation days (accumulated and carried over) available for use in any contract year shall be 10 days. Any days in excess of the 10 days shall no longer be available for the employee's use. In the event of death, payment will be made to the estate of the member for unused vacation days.

J. Schedule "B" Employee Work

Schedule B employees shall work five workdays during the last two weeks in August in return for five compensatory days to be taken during the year in which they are earned when school is not in session and with the approval of the Superintendent based upon the needs of the district.

ARTICLE XVI

HOLIDAYS

Fourteen (14) legal holidays will be afforded for Schedule A members

of the Association, and thirteen (13) legal holidays will be afforded for Schedule B members of the Association, as determined by the Superintendent.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT PROGRAM

- A. The Board will support, through its annual budget, in the amount of \$12,500.00 for each year of This Agreement, an administrative development program to be determined by and administered by the Superintendent.

Such a program shall include tuition reimbursement at the going State College rate, upon prior approval of the Superintendent. Further, such a program may include provision for payment of dues to professional associations (excluding NJPSA dues), attendance to conventions, conferences, seminars and other such activities, which in the judgment of the Superintendent, shall contribute to the professional development of the administrative staff.

The Professional Development amount (\$12,500) will be divided equally amongst all members, establishing an allotment that each member may use during the school year subject to the approval of the Superintendent. All requests for use of funds must be completed by May 15th.

Between May 15th and June 1st members shall submit proof of payments of all approved Professional Development. Should members not receive approval for use of the full amount of their allotment, after June 15th, the remaining balances will be divided equally among those members whose approved Professional Development costs have exceeded their allotment. In no instance will members receive reimbursement greater than their approved expenses.

July 1st:	\$12,500 divided by number of RASA members establishing a per member amount.
May 15th:	Last date that members may submit PD request
June 1st:	Last day that members may submit PD expenses in excess of annual allotment.
June 15th:	Monies that remain in PD line divided equally by those that submitted requests in excess of allotment.

- B. Vice Principal Mentoring Evaluation Reimbursement

A staff member that had tenure in the district before becoming a vice principal or principal would receive reimbursement up to \$3,100 for costs incurred in NJ Leader-to-Leader costs during the first two years of his/her time as a vice

principal or principal in two equal payments; the first near the end of the first year and the second near the end of the second year.

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A staff member that enters the district as a vice principal or principal would receive reimbursement up to \$3,100 for costs incurred in NJ Leader-to-Leader costs during the first three years of his/her time as a vice principal or principal in three equal payments; the first near the end of the first year, the second near the end of the second year and the third near the end of the third year.

Employees receiving such reimbursement will have the amount of the reimbursement withheld from their paychecks issued during the sixty-day notice period should they leave the district before two years after receiving the reimbursement.

ARTICLE XVIII

MILEAGE

A. Association members who are required to travel within the district in accordance with their job descriptions shall be reimbursed at the per mile rate established from time to time by the Internal Revenue Service, in existence as of July 1, which rate shall apply for the entire 12 months following. These members shall include and be limited to Supervisor of Services for Children, Director of Curriculum and Instruction, Supervisors, Program Directors, and Psychologists.

B. Travel other than local by members of the Association not listed in "A" above shall apply for the entire 12 months following.

ARTICLE XIX

SCHEDULE B PERSONNEL CONTRACT EXTENSION

The Superintendent may determine that any member of the Association presently employed on Schedule B may be extended annually. Such a contract extension shall be compensated on a pro-rata basis at the rate of forty-five dollars(\$45.00) in 2006-07, forty-six dollars (\$46.00) in 2007-08 and forty-seven dollars (\$47.00) in 2008-09 per-hour worked. Such contract extension shall be mutually agreed upon.

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ARTICLE XX

GRIEVANCE PROCEDURE

A. DEFINITIONS

The term "grievance" means a complaint by any member of the Association that, as to him or her, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement or administrative decision affecting said employee.

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

1. The failure or refusal of the Board to renew a contract of a non-tenured employee, except that appeal for renewal of contract ends with private hearing before the Superintendent.
2. In matters where the Board is without authority to act.

The term "employee" shall mean any Member of the Association and shall include any organization, agency, or person authorized or designated by any employee or any group of employees, or by a public employee's association, or by the Board to act on its or their behalf and to represent it or them, except that should a majority representative be selected, then in accordance with Law, said majority representative shall act as representative for all employees (members of the association). The term "party" means an aggrieved employee, his or her 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.

B. PROCEDURES

1. FOR AN INDIVIDUAL'S GRIEVANCE PROCEDURE:

- a. the aggrieved member of the Association will present his or her grievance in writing to his or her immediate superior, or if none, to the Superintendent, who

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will render his or her written decision no later than the fifth working day after receipt of the grievance.

- b. (1) In the event that the aggrieved member of the Association shall wish to appeal from the decision rendered pursuant to paragraph 1, he or she shall within five (5) working days request in writing the person rendering the decision to forward the grievance and the one or two decisions thereon to

the Superintendent with a notice of accomplishment of the forwarding to be provided to the aggrieved member of the Association. Within 10 working days from the receipt of the request for appeal, the Superintendent will call a hearing at which the aggrieved member of the Association and those persons rendering decisions under paragraph 1, shall be present. The aggrieved member of the Association may appear on his or her own behalf and may designate in writing not more than two other persons to appear with him or her on his or her behalf.

The Superintendent shall at said hearing seek to secure all evidence pertinent to the questions and will render his decisions with reason(s) in writing no later than ten (10) working days from the date of the hearing to all parties in interest. Formal rules of evidence shall not be followed at this hearing.

(2) If the immediate superior is the Superintendent, then c. would apply.

c. In the event that the aggrieved member of the Association shall wish to appeal from the decision of the Superintendent, he or she shall within five (5) working days file with the Secretary of the Board of Education a notice of his or her appeal, whereupon the Secretary of the Board shall secure from the Superintendent the entire file on the matter, and the Board will review the proceedings and within a maximum of five (5) weeks of the date of the notice of appeal hold a private hearing to review the matter. If the appellant, in his or her appeal to the Board does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may advise appellant they deem it beneficial to conduct a

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hearing and set a date for hearing and conduct same. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.

The Board of Education shall, at said hearing, seek to secure all evidence pertinent to the appeal including the presence of the aggrieved and/or not more than two representatives. The Board of Education shall render its decision of the appeal within one (1) month of the hearing.

d. In the event a member of the Association is dissatisfied with the determination of the Board, then the Association at its sole option may request the appointment of an arbitrator pursuant to the rules and regulations established by the American Arbitration Association with the cost to be borne equally by the Board and the Association as to the first three requests in each year of the Contract, and for all others by the party requesting arbitration.

A request for arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the member of the Association and the Board shall mutually agree upon a longer time within which to assert such a demand. This provision is discretionary on the part of the appellant and need not be utilized if the appellant to the Commissioner of Education desires a direct appeal. Even should said provision be utilized, the appellant retains all further rights of appeal. The arbitrators shall limit themselves to the issues submitted to them and shall consider nothing else. They shall neither add to nor subtract from This Agreement between the parties. The findings of the arbitrators shall be binding. Only the Board, the Association, and the grievant together with his or her representative shall be given copies of the arbitrator's findings. These findings shall be rendered within thirty (30) days of the completion of the arbitration proceedings.

e. The Board has no further jurisdiction beyond the steps set forth above. However, in the event that the grievance shall remain unresolved after action by the Board, the aggrieved party will so notify the Board within ten (10) working days. There remain two (2) more levels of referral:

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(1) The Commissioner of Education of the State of New Jersey, or through the State Board of Education pursuant to applicable statutes.

(2) The Civil Courts. Procedures for referral here are established by the Commissioner's Office and by law respectively.

2. FOR GROUP GRIEVANCE PROCEDURE:

a. In the event that a group of members of the Association shall have a common grievance, this grievance may be presented to the Superintendent of Schools by a representative of their choosing, in which case the Superintendent of Schools shall investigate the grievance and call a hearing within ten (10) working days, at which time representatives of the aggrieved employees shall be present together with any other persons whom the Superintendent of Schools may require in order to secure all evidence pertinent to the appeal. Thereafter, the procedure for the appeal from the Superintendent's decision shall follow in accordance with paragraph 3 hereof.

NOTE: As to both 1 and 2 above, inaction at any stage of the period specified for action shall be construed as negative finding.

NOTE: A member of the Association processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal. The status quo shall be maintained pending resolution of said grievance.

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ARTICLE XXI

ADMINISTRATOR RIGHTS

The Board, after having consulted with the Association as representative of the employees and learning of the employees' desires in this area, has determined as follows:

- A. Whenever any member of the Association is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that administrator in his/her office, position, or employment, or the salary or any increments pertaining thereto, said member shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his or her own choosing present to advise and represent said member during such meeting or interview.
- B. Any member of the Association shall have the right to comment in writing as to any non-confidential material placed in his or her file, and such comment shall be attached to the original material. Should said member of the Association desire a copy of said non-confidential material, said member shall have the right to do so by either copying said material by hand or by having copies made of said material at the Board Office, the cost of said copies to be borne by said administrator. Said requests for inspection shall be limited to two (2) in any one (1) academic year, and upon reasonable notice by said administrator to the Office of the Superintendent. The Superintendent shall have said files available for inspection at times agreed upon between those involved.

ARTICLE XXII

RETENTION OF RIGHTS

Both the Board and the Association retain all rights to act in accordance with legal authority granted them; unless and except as specifically agreed herein under such authority, no practice, act, or omission shall supersede the aforesaid rights of either party or restrict either party in the exercise of said rights.

ARTICLE XXIII

ADMINISTRATOR SALARY GUIDES

- A. The base salaries of all members of the Association shall be determined using the following information:

2006-2007: Increase base of \$2,675,032 by 3% to create the salaries shown in Appendix A. In year one of this agreement (2006-07), members may sell back to the board up to three (3) vacation days at three-hundred dollars (\$300.00) per day.

2007-2008: Increase the base established for 2006-07 by 3.6% or the CPI as established by the State Department of Education for purposes of defining the school budget cap, which ever is lower. Individual salaries to be determined in the same manner as established for the 2006-2007 school year.

2008-2009: Increase the base established for 2007-08 by 3.6% or the CPI as established by the State Department of Education for purposes of defining the school budget cap, which ever is lower. Individual salaries to be determined in the same manner as established for the 2006-2007 school year.

- B. On promotion within the same schedule (A to A, B to B), the promotee shall receive a salary as determined by the range for the position to which the promotee is assigned, which gives the promotee a minimum of \$2,000.00 above the salary the promotee would have been at had he/she stayed at his/her previous position. On promotion from one schedule to another (B to A), the promotee shall receive a salary determined by the range for the position to which the promotee is assigned which would give promotee a minimum of \$3,430 above the salary the promotee would have received had he/she stayed at his/her previous position.

- C. Minimum/Maximum Salary Ranges - As per the attachment.

- D. Longevity

A unit member entering his/her 16th year of service in Rahway shall receive a pensionable longevity increase in base salary of \$1,000.00 per year.

A unit member entering his/her 21st year of service in Rahway shall receive a pensionable longevity increase in base salary of \$1,500.00 per year.

A unit member entering his/her 31st year of service in Rahway shall receive a pensionable longevity increase in base salary of \$2,000.00 per year.

IN WITNESS WHEREOF the parties hereto have caused This Agreement to be signed by their respective Presidents, attested by their respective representatives, and their corporate seals placed thereon this 24th day of August, 2004.

RAHWAY ADMINISTRATORS AND SUPERVISORS ASSOCIATION

THE BOARD OF EDUCATION OF THE CITY OF RAHWAY IN THE COUNTY OF UNION

By: _____
ELAINE ROSS
PRESIDENT

By: _____
FRANK J. CICARELL
PRESIDENT

ATTEST:

FRANK G. MAURIELLO
Chief Negotiator

ATTEST:

FRANK R. BUGLIONE
Secretary

	2005-06		2006-07		2007-08			
	Min	Max	Min	Max	Min	Max		
HS Prin	101,298	134,241	101,298	137,557	101,298	141,656		
MS Prin	97,298	125,432	97,298	128,748	97,298	132,847		
Dir / Dist Sup	95,003	128,391	95,003	131,707	95,003	135,806		
Elem Prin	88,354	118,012	88,354	120,831	88,354	124,315		
HS / MS VP	90,498	120,766	90,498	124,082	90,498	128,181		
Grade Level Sup	88,938	118,976	88,938	122,292	88,938	126,391		
Psych	72,579	103,552	72,579	106,371	72,579	109,855		
Elem VP	81,394	98,997	81,394	101,816	81,394	105,300		
Prog Dir (A)	80,138	112,646	80,138	115,962	80,138	120,061		
Prog Dir (B)	73,404	93,738	73,404	96,557	73,404	100,041		
			Increase of A =	3,316	Increase of A =	4,099		Incr
			Increase of B =	2,819	Increase of B =	3,484		Incr

Note: Any employee who was a member of the association as of June 30, 2003, that was on an MA guide, who attains 30 credits beyond their Masters, will receive an increase of salary of \$3,210.00