

*Contract no. 1390*

RIVERDALE BOARD OF EDUCATION  
AND  
RIVERDALE EDUCATION ASSOCIATION  
CONTRACT

JULY 1, 1991 - JUNE 30, 1993

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PREAMBLE

- A. THIS AGREEMENT made and entered into on this day of June 12, 1991, by and between the BOARD OF EDUCATION OF THE BOROUGH OF RIVERDALE, NEW JERSEY, hereinafter referred to as the "BOARD" and the RIVERDALE EDUCATION ASSOCIATION, hereinafter referred to as the "ASSOCIATION."
- B. References throughout this agreement to either sex shall be deemed to include both sexes.

ARTICLE I

RECOGNITION STATEMENT

Pursuant to Chapter 123, Laws of the State of New Jersey, known as the Employer-Employee Relations Act of 1974, the Board hereby recognizes the Riverdale Education Association as the majority representative with all exclusive rights granted by the laws of the State of New Jersey, for purposes of collective negotiations concerning the terms and conditions of employment for all certified personnel under full-time or part-time contract with the Board, excluding the School Psychologist, Teacher of Spanish, Vice-Principal, and Superintendent.

ARTICLE II

TEACHERS' SALARY GUIDE PROVISIONS

A. SALARY GUIDE:

1. Salaries including increment shall be increased by 7.5%/ \$57,658.00 for the 1991-92 school year.  
(Salary Base \$768,779.00 + \$57,658.00 = \$826,437.00 total)
2. Salaries including increment shall be increased by 7.5%/ \$61,983.00 for the 1992-93 school year.  
(Salary Base \$826,437.00 + \$61,983.00 = \$888,420.00)
3. The \$57,658.00 increase for the 91-92 school year will be distributed among the staff in dollar amounts as equal as possible to fit within the salary guide.
4. The \$61,983.00 increase for the 92-93 school year will be distributed among the staff in dollar amounts as equal as possible to fit within the salary guide.
5. The Board of Education will continue to provide the same health benefits coverage throughout the two year agreement.  
(Approximate 1991-92 cost - \$130,000.00)
6. Salary Guides will be drawn up to be mutually agreed upon based upon the dollar distribution as listed in #3 and #4.

B. GRADUATE EDUCATION SUPPLEMENT:

1. Teachers at the completion of their second year of employment in the Riverdale School system, shall thereafter be reimbursed a sum equal to the cost of six graduate credits at a New Jersey State College for courses taken within a school fiscal year (July 1 to June 30). Courses must be at the graduate level, be approved by the Superintendent, and a grade of C or better (or "P" in a Pass/Fail course) must be obtained.

C. HORIZONTAL INCREMENTS:

1. In order for teachers to receive a horizontal increase in any school year, they must prior to October 1st of the preceding school year notify the Superintendent of Schools, in writing, of their intention to take the graduate course or courses which will qualify them for the increase.
2. Upon completion of the required number of credits necessary for a horizontal increment, teachers will submit a transcript of all graduate credits accumulated at that time to the Board Secretary. Upon receipt of said transcript, the Board will at the next regular meeting adjust the teacher's salary for courses completed prior to the preceding September 1st.

D. SERVICE INCREMENT:

In addition to any other salary increase for which teachers might be eligible, they shall also receive an increment of \$400 per year from and after the completion of 15, 20, 25, and 30 years service as teachers in the Riverdale School District. In accordance with the following:

16-20 years	-	\$ 400
21-25 years	-	\$ 800
26-30 years	-	\$1200
31-retirement	-	\$1600

E. EXTRA CURRICULAR STIPENDS:

An Extra Curricular Stipend Guide for the 1991-92 and 1992-93 school years has been established, a copy of which is annexed hereto as Schedule B and made a part hereof.

ARTICLE III  
TEMPORARY LEAVES OF ABSENCE

Teachers shall be entitled to non-accumulative leaves of absence with full pay for the following number of days per school year:

A. PERSONAL LEAVE:

Personal days may be used when personal business cannot be handled outside of school hours such as court subpoena, title closing, marriage of a family member and emergencies.

1. Teachers shall be granted three (3) days leave for the purpose of conducting personal business. No reason shall be required.
2. A leave of absence shall be granted by the Superintendent provided the request for same is made not less than seventy-two (72) hours prior to the proposed absence. If the request is made withing seventy-two (72) hours of the proposed absence, the discretion of the Superintendent shall be controlling.
3. Personal days requested the day before or the day after a holiday or vacation will not be granted. The Superintendent, upon being informed by the employee of the nature of a personal day(s), may waive specific restrictions and authorize a personal day(s).
4. Personal days requested on school special activity days (i.e. International Day, Science Fair, Career Day, Field Day) will not be granted. The Superintendent, upon being informed by the employee of the nature of the personal day, may waive specific restrictions and authorize a personal day.
5. A maximum of two teachers, on a first come - first serve basis, will be granted a personal leave on the same day. Additional requests will be at the discretion of the Superintendent.
6. Unused personal days will be converted to cumulative sick leave.

B. MATERNITY LEAVE:

The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant teachers on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1, et. seq. and the rules, regulations, policy statements, and collective negotiations agreements entered into by this Board, except as otherwise provided herein.

Any tenured or non-tenured teacher seeking an unpaid leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for said leave at least three (3) months before the anticipated birth of the child. At the time of application, the teacher shall specify, in writing, the date on which she wishes to commence leave and the date on which she wishes to return to work after birth.

Maternity leave shall be granted for a period of up to the end of the school year in which the birth of the child occurred, but such leave may, upon the request of the employee and approval of the Board, be extended for one additional year. Requests for extensions of such leave must be made at least three (3) months prior to the expiration of the first period thereof.

Where a maternity leave is requested, the employee requesting such leave shall not be permitted to return to the school system following such leave during the last marking period of the school year. When an employee, who has been granted a maternity leave, returns to the system at any time other than the start of the school year, such employee may be assigned to any position decided upon by the Superintendent as long as such assignment is within the capabilities or certification of such employee.

Anything to the contrary, notwithstanding, a maternity leave granted to a non-tenured employee need not be extended beyond the end of the contract school year in which the leave is obtained. Nothing herein set forth shall be construed to require the Board to grant tenure to any non-tenured teacher who would not have been granted tenure in the absence of the provisions herein set forth, or to offer

a new contract for a new school year to any non-tenured teacher, who would not have been offered such a contract in the absence of the provisions herein above set forth.

A teacher adopting an infant child shall receive similar leave, which shall commence upon receiving de facto custody of the child, or earlier, if necessary to fulfill the requirements for adoption.

In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to a leave under this section.

The Board shall have the right to require an employee who desires to return to her duties or to continue performing her duties, to produce a certificate from her physician stating she is capable of doing so. In the event of a difference of opinion between the employee's physician and the Medical Examiner of the Board relative to the resumption or carrying out of duties by said employee, an agreed upon impartial third physician's opinion will become binding for both parties. The cost of any examination by an impartial third physician shall be shared equally by the teacher and the Board.

A tenured employee shall, upon her return to work at the termination of a maternity leave or an extension thereof, be placed on the Teachers' Salary Guide at one step higher than the step that she was on when her leave began, provided she commenced her said leave of absence at least ninety (90) school days following the commencement of the school year in which her leave began and returned to work at the beginning of a school year. In the event that she began her leave of absence within ninety (90) school days of the commencement of the school year in which said leave began, upon her return to work she shall be paid at the same level of the Salary Guide on which she was paid when her leave began.

#### C. DEATH IN FAMILY:

##### 1. Immediate Family:

In the case of death of a member of a teacher's immediate family, a teacher is entitled to a leave.



- a. Immediate family consists of spouse, parents, children, step-children, parents-in-law, grandparents, brothers, sisters, or other relatives living in the same household.
- b. Up to five (5) consecutive school days in a seven (7) day period.

2. Relatives:

In the case of death of a relative who is not a member of a teacher's immediate family, a teacher is entitled to a leave.

- a. One (1) day's leave
- b. Any other leaves of absence may be granted at the discretion of the Superintendent.

D. ILLNESS OR INJURY IN FAMILY:

In the case of illness or injury to a member of a teacher's immediate family, a teacher is entitled to a leave. The Superintendent may require documentation for an employee to take a leave under this section.

1. Immediate family consists of spouse, parents, children, step-children, parents-in-law, grandparents, brothers, sisters, or other relatives living in the same household.
2. Three (3) days during a school year without loss of pay.
3. The Board will continue to compensate a tenured teacher beyond the three (3) day period referred to in the preceding sentence at the teacher's regular rate of pay less such sums as the Board shall pay to a substitute teacher serving in the place of the absent teacher up to a maximum of ten (10) school days.

E. SEVERE ILLNESS OR INJURY OF A TENURED EMPLOYEE:

In the case of severe illness or injury to a tenured employee, the Board may at its option and upon the application of such employee grant an unpaid leave of absence to such teacher for the balance of the contract year. In addition, the Board may also, when it feels such action is warranted, grant an additional unpaid leave of absence for the following contract year. Requests for extensions of such leave must be made at least three (3) months prior to the expiration of the first period thereof. Where a leave is requested, the

employee requesting such leave shall not be permitted to return to the school system following such leave during the last marking period of the school year. When an employee who has been granted a leave returns to the system at any time other than the start of the school year, such employee may be assigned to any position decided upon by the Superintendent as long as such assignment is within the capabilities or certification of such employee.

The Board shall have the right to require an employee who desires to return to his duties to produce a certificate from his physician stating he is capable of doing so. In the event of a difference of opinion between the employee's physician and the Medical Examiner of the Board relative to the resumption or carrying out of duties by said employee, an agreed upon impartial third physician's opinion will become binding for both parties. The cost of any examination by an impartial third physician shall be shared equally by the teacher and the Board.

The tenured employee shall, upon returning to work at the termination of said leave or extension thereof, be placed on the Teachers' Salary Guide at one step higher than the step that he was on when his leave began, provided he commenced said leave of absence at least ninety (90) school days following the commencement of the school year in which his leave began. In the event that he began his leave of absence within ninety (90) school days of the commencement of the school year in which said leave began, upon his return to work, he shall be paid at the same level of the salary guide on which he was paid when his leave began.

**F. PROFESSIONAL LEAVE:**

With the permission of the Superintendent of Schools, a teacher may be granted two (2) days to visit other schools or to attend education conferences providing same is pertinent to their positions within the school system. Should the Superintendent request in writing a teacher's presence at a conference, workshop, or meeting, such days will not be considered a part of the teacher's professional days.

ARTICLE IV

SICK LEAVE

A. Teachers shall be entitled to sick leave with pay in accordance with the laws of the State of New Jersey then and there in full force and effect. In addition thereto, any teacher who has a minimum of fifteen (15) years service in the State of New Jersey shall be entitled to five (5) additional sick days per year, non-accumulative, after such teacher's accumulative sick days have been exhausted.

B. When a tenured teacher's absence exceeds the annual sick leave and the accumulated sick leave, the Board of Education may, at its discretion, pay any such teacher each day's salary less the pay for a substitute, if a substitute is employed, or the estimated cost of employment of a substitute if none is employed.

C. In the event a teacher shall contract a communicable disease from a child in the course of employment, the Board agrees not to charge sick days against the teacher's accumulated sick leave time.

A teacher wishing to file for a sick leave under this section should inform the Superintendent within five (5) school days following a return to teaching duties. The teacher will provide to the Superintendent all pertinent information relating to the sick leave request, including a certificate by the teacher's physician attesting to the fact that the teacher may have contracted a communicable disease during the course of his employment. The Superintendent will render a decision on the leave within five (5) school days from receipt of the request made by the teacher. The decision of the Superintendent shall be made on a case by case basis and can be appealed to the Board of Education, where the teacher will have the right to present all issues and information regarding the requested leave. The decision of the Board of Education will be final and binding.

For the purpose of this agreement, those diseases listed below shall be the communicable diseases to which this agreement refers.

1. Measles (Rubeola)
2. Mumps
3. German Measles (Rubella)
4. Chicken Pox
5. Pertussis (Whooping Cough)
6. Poliomyelitis
7. Hepatitis (Infectious Type A)
8. Hepatitis Serum (Type B)
9. Meningitis (Meningococcal)
10. Diphtheria
11. Salmonellosis
12. Smallpox
13. Typhoid Fever
14. Mononucleosis
15. Impetigo
16. Streptococcal (Infections including Scarlet Fever, sore throat, and Erysipelas)

D. Upon retirement, the retiring teacher shall be compensated for his/her accumulated sick leave at his/her rate of pay at the time of retirement at a ratio of one (1) day's pay for every four (4) accumulated sick days. The retiring teacher shall notify the Board of his/her intention to retire on or before October 1 of the present contract year in order to receive compensation that year. Otherwise, compensation will be granted the following budgeted year.

ARTICLE V  
INSURANCE BENEFITS

Health-care insurance shall be provided as follows:

A. For the 1991-92 and 1992-93 school years, the Board shall pay full premiums for each teacher and all dependents.

B. The health-care insurance program shall be in accordance with the New Jersey Public and School employees Health Benefits Plan, but which includes a provision of coordinated benefits (including Blue Cross, Blue Shield and Major Medical with Rider "J"). If a health-care insurance program other than the one referred to is adopted, such a plan shall provide a system of benefits equal to those provided by the aforementioned health-care insurance program. Any such change in the health-care insurance program shall be subject to the approval of the Riverdale Education Association.

C. A dental plan shall be provided for teachers at Board cost. At their option and their cost, teachers may include family dependents in this dental plan. The dental service to be provided will be the Delta Service Plan of New Jersey; Program #2.

D. A prescription plan shall be provided for teachers at Board cost. At their option and their cost, teachers may include family dependents in the prescription plan. The plan to be provided will be the Program III model in the proposal of Fiabane Associates. This plan provides a \$3.00 deductible.

E. A vision care plan shall be provided for teachers at Board cost. At their option and their cost, teachers may include family dependents in this vision care plan. The plan to be provided will be Modified Plan A with a \$20.00 deductible from Vision Service Plan.

F. The Board agrees to continue membership with the New Jersey Business and Industry Association.

ARTICLE VI  
TEACHER WORK YEAR

A. Teachers employed on a ten-month basis shall teach and supervise students for the number of days required by state law for State Aid as directed by the N. J. Commissioner of Education.

B. Teachers shall be required to attend one (1) day prior to the opening of school in September and may be required to attend after the close of school in June in order to meet all usual school closing packet responsibilities.

C. The Association shall see the school calendar before final adoption by the Board. In determining the school calendar, the Board, through the Superintendent, may accept suggestions and recommendations from the Association.

D. Additional calendar days scheduled for inclement weather and emergencies, but not utilized, shall be deducted from the total teaching days before the end of the school year.

E. Guaranteed Preparation Time: Teachers will be provided with a minimum of five (5) preparation periods per week for a minimum of thirty (30) minutes each.

ARTICLE VII

PROFESSIONAL GROWTH PROGRAM

A. PURPOSE:

In our rapidly changing society, teachers must constantly re-view curricular content, teaching methods, materials, educational philosophy and goals, social change and other topics related to education. The Board and the Association support the continuing training of teachers and the improvement of instruction.

B. PROFESSIONAL REQUIREMENTS:

All teachers must attend a minimum of a two-day workshop, outside the school district every three (3) years. This workshop should be on an appropriate topic with a purpose meaningful to the teacher's job requirements. A three (3) credit college graduate course may compensate for this requirement. All workshops or Graduate courses must be approved by the Superintendent.

C. PROFESSIONAL IMPROVEMENT PLAN:

The teacher's responsibility for continuing professional growth and development shall be reviewed and evaluated annually in the Professional Improvement Plan as submitted by the Superintendent in his annual evaluation of staff members. (See Article X, EVALUATION OF TENURED AND NON-TENURED TEACHING STAFF MEMBERS.)

ARTICLE VIII  
PROCEDURE FOR CHANGE IN TEACHER ASSIGNMENT

A. The Superintendent shall deliver to the Association, post in the school building, or give notice in the monthly Superintendent's Review, a list of the known vacancies as they occur.

B. Teachers who desire a change in grade and/or subject assignment may file a written statement of such desire with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be placed, in order of preference. Such requests for change in the teaching assignment for the following year shall be submitted no later than April 30. This request should be in addition to the annual Preference Form completed each year.

C. Notice of teaching assignment shall be given to teachers as soon as practicable and except in cases of emergency not later than June 1.

D. An involuntary change in teaching assignment shall be made only after a meeting between the teacher involved and the Superintendent of Schools, at which time the teacher shall be notified of the reason therefor. In the event that a teacher objects to the change at this meeting, the teacher may request a meeting with the Board or a committee of its representatives. The teacher may have Association representative(s) present at such a meeting.



ARTICLE IX

EVALUATION OF TENURED AND NON-TENURED TEACHING STAFF MEMBERS

Each teacher, at the beginning of the school year, will receive a copy of Board policy regarding the evaluation of tenured and non-tenured teaching staff members. This Policy shall be contained in the Teacher's Policy Manual, which is distributed each school year.

ARTICLE X :  
PERSONNEL RECORDS

A. FILE:

A teacher shall have the right, upon request, to review the contents of his personnel file and to receive copies of any documents contained therein. A teacher shall be entitled to have representative(s) of the Association accompany him during such review. At least once every two (2) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they may be destroyed. Disputes over the retention of said documents may be referred to the Teacher-Board Relations Committee. (See Article XII, TEACHER-BOARD RELATIONS COMMITTEE.)

B. DEROGATORY MATERIAL:

No material derogatory to a teacher's conduct, service, character, or personality, or any material which could have an adverse effect on a teacher's status shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher may acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such 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.

ARTICLE XI ,  
TEACHER-BOARD RELATIONS COMMITTEE

A. A Teacher-Board Relations Committee, composed of three (3) members designated by the Association, three (3) members of the Board of Education appointed by its President, and the Superintendent of Schools, shall be created for the purpose of:

1. Conducting discussions in good faith on matters of interest or concern to either or both parties, provided that if the subject matter shall be beyond the scope of Chapter 123 as amended, the opinions of the Riverdale Education Association shall be consultive and advisory only.
2. Meetings may be called at the request of either the Board of Education or the Riverdale Education Association.

B. Meetings and Conduct of Same: A quorum for any meeting shall be two (2) members of the Association and two (2) members of the Board. The Chairperson shall be the Superintendent of Schools.

C. The duties of the Superintendent of Schools shall be:

1. To convene meetings of the Teacher-Board Relations Committee.
2. To act as the Chairperson of the Committee.

D. It shall be the obligation and the duty of the Board and Teacher representatives to:

1. Evaluate the problems presented to the Committee.
2. Gather facts to provide for a complete understanding of these problems.
3. Discuss and attempt to arrive at a solution in keeping with the philosophies of each organization.
4. Present conclusions and recommendations to the full Board of Education and to the Riverdale Education Association.

E. If the Teacher-Board Relations Committee is unable to reach a mutually satisfactory solution to a problem being discussed, any of the three (3) groups (Superintendent of Schools, teacher representatives, and Board representatives) reserves the right to request a meeting with the entire Board of Education in executive session and in the presence of the other groups. The above procedures do not preclude the teacher representatives from carrying on conversations with and resolving problems through the Superintendent of Schools.

F. All proceedings of this committee shall be in writing and distributed to all members of the Committee within ten (10) school days of each meeting. The Board and the Association will each keep its own file of these proceedings.

ARTICLE XII.  
GRIEVANCE PROCEDURE

A. DEFINITION:

A grievance is a complaint based upon an event or condition which affects a member or members of the recognition unit in the interpretation, application, or violation of policies, administrative decisions, and agreements affecting terms and conditions of employment.

Grievance shall not apply to:

1. Any matter of which a method of review is prescribed by law, or
2. any rule or regulation of the State Commissioner of Education provided, however, that this shall not affect the right of an employee to challenge the application or interpretation of such rule or regulation, or
3. any matter, which according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone.

A grievance to be considered under this procedure must be initiated by the employee within twenty (20) school days of its occurrence or twenty (20) school days after the employee might reasonably have had knowledge of its occurrence or existence. If the grievance is not filed within this time limit, the grievance shall be considered waived.

B. PURPOSE:

The purpose of this procedure is to secure resolution of grievances that may arise from time to time during the term of this contract, at the lowest possible level.

C. PROCEDURES:

LEVEL I

1. Any employee who has a grievance shall discuss it first

with the Superintendent of Schools in an attempt to resolve the matter informally at that level.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days after the discussion with the Superintendent of Schools as provided in Paragraph 1, above, the employee shall within ten (10) school days following said discussion submit the grievance in writing to the Superintendent of Schools, specifying:

- a. The nature of the grievance.
- b. The nature and extent of the injury, loss, or inconvenience.
- c. The results of the previous discussion.
- d. The dissatisfaction with decisions previously rendered.

The Superintendent of Schools shall communicate a decision to the employee in writing within five (5) school days of receipt of the written grievance.

#### LEVEL II

If the grievance is not resolved to the employee's satisfaction, the employee, within five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. 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 of Education. The Board, or a majority committee thereof, shall review the grievance.

1. At the option of the employee, the Board shall hold a private hearing with the employee and representatives, if desired. The Board shall conduct this meeting within ten (10) school days following receipt by the Secretary of the Board of Education of the written appeal of the employee. A decision shall be rendered by the Board in writing within ten (10) school days following the meeting.

2. If a hearing is not requested by the employee, the Board shall render a decision within ten (10) school days of its receipt of the grievance.

### LEVEL III

1. In the event that the grievance is not resolved to the satisfaction of the employee at Level II, or in the event a hearing has not been held after a proper request was made by the employee, or a decision was not rendered by the Board within the time limits prescribed under Level II, the employee may request that the grievance be submitted to arbitration. Such request shall be submitted to the Board in writing not more than five (5) school days following receipt by the employee of the Board's decision under Level II, or within five (5) school days of the expiration of the time limits prescribed under Level II, whichever is appropriate.

2. Within ten (10) school days after said written notice has been received, the Board or its representatives and the employee or the employee's representatives shall attempt to agree upon a mutually acceptable arbitrator.

a. If such an agreement is reached, a commitment shall be obtained from said arbitrator to serve.

b. In the event the parties are unable to agree upon an arbitrator or to obtain such a commitment within the period specified upon, either party may request a list of arbitrators from the American Arbitration Association or the Public Employment Relations Commission (PERC).

3. The arbitrator selected shall confer with the representatives of the Board and the employee. He shall hold hearings promptly and issue a decision not later than twenty (20) days from the date of the close of the hearings. If oral hearings have been waived, the decision shall be rendered not later than twenty (20) days from the date the final statements and proofs on the issues are submitted to the arbitrator.

4. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

5. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room, shall be borne equally by the Board and the employee. In the event that more than one employee shall be involved in the same arbitration proceedings, the employees, for the purpose of this paragraph, shall be deemed to be a single unit, and the responsibility for payment of expenses as provided in the preceding sentence shall be shared equally by the Board and the employee unit; that is to say, the Board shall pay one-half of the expenses and the employees in the employee unit shall be responsible for the payment of the remaining half. Any other expenses incurred shall be paid by the party incurring same.

D. MISCELLANEOUS:

1. In all stages of this procedure, employees affected by this Agreement may:

- a. Act on their own behalf, or
- b. be represented by a representative designated by the majority representative organization.

2. Failure at any step of this procedure to conduct a meeting or a hearing as provided herein or 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. It is understood that the employee 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.

4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time periods set forth herein identified as "school days" will be considered to be "calendar days."



5. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE XIII  
MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Whenever any notice is required to be given by either of the parties of this Agreement to the other pursuant to the provision(s) of this Agreement, either party shall do so by telegram, registered letter, or hand delivered, providing a witness is present at the following addresses:

1. If by Association to Board, at Riverdale Public School, Riverdale, New Jersey 07457;
2. If by Board to Association, at the school address of the Association President.

C. The Board agrees that the Association shall receive a policy manual and any new or amended policies within ten (10) school days of the passage of such policies. The Association will receive a copy of any new policy within ten (10) days after the first reading of said policy.

D. In the event a summer school program in which the teacher shall enroll, shall commence prior to the expiration of the school year, said teacher shall nevertheless be permitted to attend said summer school provided the Riverdale School is not in session for children.

E. SUMMER PAYMENT PLAN: Teachers may individually elect to have a percentage of their monthly salary deducted from their pay and deposited in an interest bearing account.

ARTICLE XIV  
OFFICIAL FORMS

A. For the purpose of establishing official relationships between the Board and the Association, the following forms be and the same are hereby adopted as the Official Forms for that purpose and for the purpose of authorizing deductions from salary as provided by the Statute in such case made and provided.

FORM #1  
DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its teachers, dues for the Riverdale Education Association, the Morris County Council of Education Associations, the New Jersey Education Association, or the National Education Association, or any one of any combination of such Associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Riverdale Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations. Teacher authorizations shall be in writing in the form set forth in Form #2. (See page 28.)

FORM #2

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name \_\_\_\_\_ Soc. Sec. # \_\_\_\_\_

School Bldg. \_\_\_\_\_ Date \_\_\_\_\_

TO: DISBURSING OFFICER, RIVERDALE BOARD OF EDUCATION

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal in accordance with Paragraph D herein below, in which event, deductions will be discontinued in accordance with the provisions of Paragraph D. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefor, I designate the Riverdale Education Association to receive dues and distribute according to the organization(s) indicated:

RIVERDALE EDUCATION ASSOCIATION

MORRIS COUNTY COUNCIL OF EDUCATION ASSOCIATIONS

NEW JERSEY EDUCATION ASSOCIATION

NATIONAL EDUCATION ASSOCIATION

B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

C. Additional authorization for dues deduction may be received

after August 1 under rules established by the State Department of Education.

D. A notice of a teacher's withdrawal filed prior to June 1 shall become effective to halt deductions as of July 1 next; a notice of a teacher's withdrawal filed prior to December 1 shall become effective to halt deductions as of January 1 next.

ARTICLE XV

DURATION OF AGREEMENT

The provisions of this Agreement shall be effective as of July 1, 1991 and shall remain in full force and effect until June 30, 1993. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of the Agreement and unless such extensions are agreed upon, this Contract shall expire on the date indicated herein. The Board and the Association agree to begin negotiations for a successor Agreement no later than the law allows. At the first meeting, a schedule of meetings and rules for the conduct of negotiations shall be established.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

RIVERDALE EDUCATION ASSOCIATION

Attest:

By:

Patricia Lindsey  
President

Marlene Donnelly  
Secretary

RIVERDALE BOARD OF EDUCATION

Attest:

By:

John M. Lucente  
President

Joan Marotta  
Secretary

SCHEDULE B

EXTRA CURRICULAR STIPEND GUIDE

ACTIVITY

BOYS BASKETBALL	\$ 1,000
GIRLS BASKETBALL	1,000
BASEBALL COACH	1,000
SOFTBALL COACH	1,000
YEARBOOK ADVISOR	950
STAGE PRODUCTION ADVISOR	850
STUDENT COUNCIL ADVISOR	550
NEWSPAPER ADVISOR	550
**MARCHING BAND ADVISOR	550
OVERNIGHT CLASS TRIP CHAPERONE	110

\*\*If no parade is in place for the Memorial Day Activities, the Marching Band advisor's stipend will be reduced by 50%.





92-93	BA	BA+10	BA+20	BA+30	MA	MA+10	MA+20	MA+30	MA+45
A	29750	30300	30850	31400	32125	32625	33125	33625	34125
B	30500	31050	31600	32150	32875	33375	33875	34375	34875
C	31250	31800	32350	32900	33625	34125	34625	35125	35625
D	31800	32350	32900	33450	34175	34675	35175	35675	36175
E	33025	33575	34150	34725	35450	35950	36500	37000	37550
F	34250	34800	35375	35950	36675	37175	37850	38525	39075
G	35325	35975	36550	37125	37850	38400	39025	39650	40200
H	36450	37125	37700	38275	39000	39575	40150	40775	41325
I	37600	38275	38850	39425	40150	40725	41300	41875	42425
J	38775	39425	39975	40525	41250	41875	42450	43025	43575
K	39950	40500	41050	41600	42325	43050	43625	44200	44750
L	41125	41675	42225	42775	43500	44225	44800	45400	45900
M	42300	42850	43400	43950	44675	45400	45975	46600	47100
N	43475	44025	44575	45125	45850	46575	47175	47800	48300
O	44675	45225	45775	46325	47050	47775	48375	49000	49500
P	45925	46475	47025	47650	48375	48975	49575	50200	50700
Q	47200	47800	48400	49000	49700	50275	50850	51400	51950
R	48525	49100	49700	50300	51000	51575	52150	52700	53250
S	49850	50400	51000	51600	52300	52875	53450	54000	54550
T	51150	51700	52300	52900	53600	54175	54750	55300	55850
U	52450	53000	53600	54200	54900	55475	56050	56600	57150