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AGREEMENT
BETWEEN
THE IRVINGTON BOARD OF EDUCATION
AND
THE IRVINGTON ADMINISTRATORS'
ASSOCIATION

Effective July 1, 1992

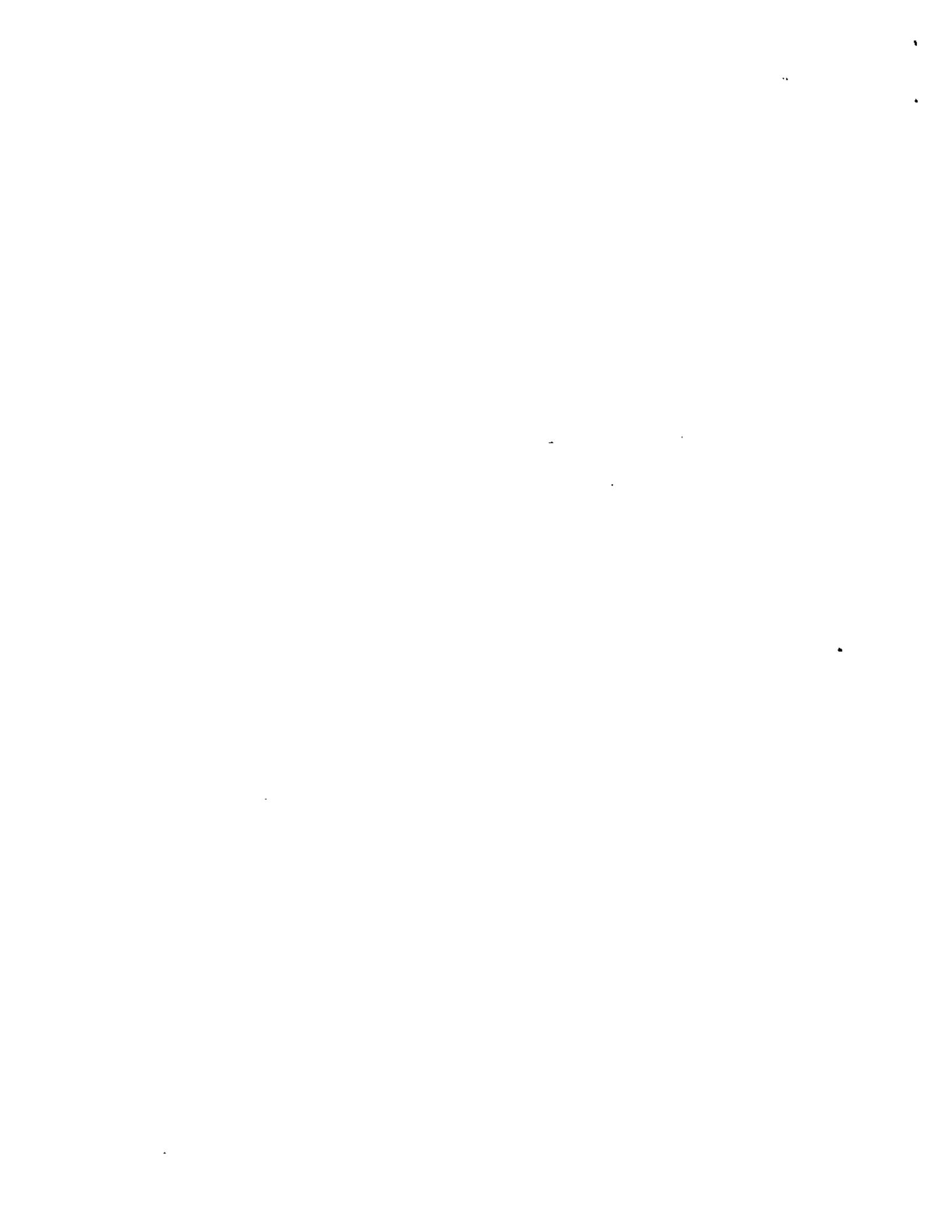
through

June 30, 1995



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IRVINGTON ADMINISTRATORS' ASSOCIATION

COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT, entered into this 4th day of April, 1994, by and between THE BOARD OF Education OF THE TOWNSHIP OF IRVINGTON (hereinafter referred to as the "Board"), and THE NEGOTIATING COMMITTEE OF THE IRVINGTON ADMINISTRATORS' ASSOCIATION of the Irvington Public Schools, (hereinafter referred to as the "ASSOCIATION"); and

WHEREAS, the parties, through negotiations in good-faith, have reached certain agreements which they desire to set forth in this Agreement; and

WHEREAS, the Board recognizes the Irvington Administrators' Association of the Irvington Public Schools as the exclusive bargaining representative as defined in Chapter 123, Public Laws of 1974, for all Principals, Assistant Principals, Vice-Principals, Supervisors, and Directors in the Irvington School District. (The term "administrative employee" hereafter used, shall mean any Principal, Assistant Principal, Vice-Principal, Supervisor, Directors and Assistant Directors.)

NOW THEREFORE, the parties hereto agree as follows:

NEGOTIATION PROCEDURE

1. This agreement incorporates the entire understanding of the parties on all issues which were, or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
2. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good-faith effort to reach an agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all members of the negotiating unit as set forth in Article I herein and shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board, subject to ratification.

ARTICLE I

SALARY GUIDES

The salary guides as attached hereto as Schedules A, B-1, B-2, B-3, C-1, C-2, D-1, D-2, E-1, E-2 are hereby approved and accepted.

ARTICLE II

BOARD'S RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the citizens of the Township of Irvington, New Jersey, hereby retains and reserves unto itself, without limitation all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
- (c) To establish grades and course of instruction, including special programs and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board.
- (d) To decide upon the means and methods of instruction, the selection of textbooks and other teaching materials and the use of teaching aids of every kind and nature;
- (e) To determine class schedules, the hours of instruction, and the duties responsibilities and assignments of teachers and other employees with respect thereto and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and

express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A - School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE III

SICK LEAVE

Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he/she has been excluded from school by an appropriately licensed medical authority on account of a contagious disease or of being quarantined for such a disease in his/her immediate household.

1. All administrative employees who are steadily employed by the Board and who are included in the categories as set forth in this agreement, shall be allowed sick leave with full pay for ten (10) school days in any school year, except that those employees covered under this agreement who are required to work under a 12-month schedule, shall be allowed sick leave with full pay for twelve (12) school days in any school year.
2. If any administrative employee requires in any school year, less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year, shall be accumulative, to be used for additional sick leave as needed in subsequent years.
3. When an administrative employee is personally ill for more than his allowed time, as defined in Article III, Section 1, of this agreement, in any school year, then the days in the accumulative credit shall be used. No administrative employee shall be allowed to increase his total accumulation by more than his allowed time, as defined in Article III, Section 1 of this agreement, under any circumstances. Subject to limitation, the Board of Education, either by rule or by individual consideration, may fix the payment of salary in cases of absence not constituting sick leave, or granting sick leave over and above the minimum sick leave as defined herein.

4. If the absence of any administrative employee caused by personal illness exceeds the annual sick leave and the accumulated leave, as defined in this agreement, the Board of Education may pay the administrative employee each day's salary, less the pay of a substitute for such length of excess time, up to, but not exceeding twenty (20) school days in any one school year. Thereafter, no salary shall be paid to the administrative employee during such excessive absence because of illness. A day's salary, for the purpose of this section, is defined as 1/200 of the annual salary, for ten (10) month employees and 1/240 of the annual salary for twelve (12) month employees.
5. A written statement from the administrative employee for one, two or three consecutive school days of absence due to personal illness, must be filed with the Secretary of the Board of Education, within five school days from the last day of absence.

A physician's statement for four or more consecutive school days of absence due to personal illness must be filed with the Secretary of the Board of Education, within five school days from the last day of absence.

In the event of the absence of an administrative employee for illness, the Superintendent, with reasonable cause to believe that there is an abuse of sick leave policy as defined in Paragraph 1 herein, may require an examination by an independent physician, which examination is to be at the Board's expense.

ARTICLE IV

ABSENCE FOR BUSINESS OR PERSONAL REASONS

For absence of THREE DAYS for BUSINESS or PERSONAL reasons, no deduction in salary shall be made, provided the administrator files a written statement with the Secretary of the Board of Education, through the Superintendent's office, within five school days from the day of absence; all provided that the immediate supervisor has first approved the days selected.

"Business" or "personal" reasons are defined as such matters as must be attended to during normal working hours.

No business or personal day shall be granted for the day immediately preceding or following a holiday, weekend, or recess period, except as approved by the Superintendent. Such approval shall not be unreasonably withheld.

Unused business or personal days in any one school year shall be credited to the employee's accumulated sick time.

ARTICLE V

LEAVE OF ABSENCE WITHOUT PAY

Leaves of absence with full loss of salary may be granted by the Board for a limited and definite period. No request for a leave of absence will be considered (1) until a written application, containing a statement of the reasons for the leave of absence, has been filed with the Superintendent of Schools; (2) until the Superintendent of Schools has submitted to the Board, his recommendations with respect to the application; and (3) said application must contain agreement by the employee to have deductions made on the following basis:

A day's salary to be computed as 1/200th of the annual salary for 10-month employees and 1/240th of the annual salary for 12-month employees.

The Board will entertain no application for a leave of absence except for ill health or maternity reasons that will bring the total time for absence on leave, to more than one academic year, within three (3) consecutive academic years.

ARTICLE VI

ABSENCE DUE TO DEATH IN IMMEDIATE FAMILY

Absence due to death in the immediate family shall be allowed without pay deduction, up to five (5) consecutive work days for the death of a spouse or child, five (5) calendar days shall be granted for the death of: father, mother, parents-in-law, grandparents, grandparents-in-law, brother, sister and immediate members of the household. Absence due to death of other relatives shall be allowed, without deduction, for one (1) day for each death.

ARTICLE VII

GRIEVANCE PROCEDURE

DEFINITIONS: The term "grievance" means a complaint by any administrative employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of this agreement.

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

- (a) The failure or refusal of the Board to renew a contract of a non-tenure administrative employee;
- (b) In matters where a method of review is prescribed by law, or by any rules, regulation, or by-law of the State Commissioner of Education or the State Board of Education;
- (c) In matters where the Board is without authority to act;
- (d) In matters involving the sole and unlimited discretion of the Board;
- (e) In matters where the discretion of the Board may not be unlimited; but where, after the exercise of such discretion; a further review of the Board's action is available to employees under provisions of State law.

The term "administrative employee" shall mean any regularly employed individual who is a member of the negotiation unit as set forth in this Agreement.

The term "representative" shall include any organization, agency or person authorized or designated by any administrative employee, or any group of administrative employees, or by the 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 administrative employee is directly responsible under the Table of Organization prevailing in this school district,

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

PROCEDURE

1. An aggrieved administrative employee shall institute action under the provisions hereof within twenty (20) calendar days of the occurrence complained of, or within ten (10) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) day period, shall be deemed to constitute an abandonment of the grievance.

2. An administrative employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. In the presentation of a grievance, the administrative employee shall have the right to present his own appeal or to designate an authorized representative of the Administrators' Association of the Irvington Public Schools to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
4. Whenever the administrative employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. An administrative employee shall first discuss his grievance orally with his immediate superior. A decision shall be rendered within five (5) school days of said hearing. The said immediate superior shall make a record of the time and date of this discussion and a copy delivered to the grievant.
6. If the grievance is not resolved to the administrative employee's satisfaction within five (5) school days from the determination referred to in Paragraph 5 above, the administrative employee shall submit his grievance to the Superintendent of Schools in writing, specifying:
 - (a) the nature of the grievance;
 - (b) the results of the previous discussion;
 - (c) the basis of his dissatisfaction with the determination.
7. A copy of the writing called for in Paragraph 6 above shall be furnished to the immediate superior of the aggrieved administrative employee.
8. 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 in interest shall have the right to be heard.
9. Within ten (10) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the administrative employee and his/her representative, if there be one, of his determination.

10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) days of the determination by him may appeal to the Board of Education.
11. In any case, where grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved administrative employee may appeal directly to the Board within ten (10) school days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the administrative employee's attention by filing with the Secretary of the Board, a writing setting forth:
 - (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 above shall be served upon the Superintendent, who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved administrative employee.

12. Where an appeal is taken to the Board, there shall be submitted by the appellant:
 - (a) The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.
13. If the appellant, in his 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, on its own, conduct a hearing, or it may request the submission of additional written material. The Board may designate a committee of the Board to conduct the hearing. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing, a hearing before the Board, a hearing shall be held.
14. The Board shall make a determination within thirty (30) school days from the receipt of the grievance and shall

in writing, notify the administrative employee, his representative if there be one, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

15. In the event an administrative employee is dissatisfied with the determination of the Board, he shall have the right to request arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974.

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 aggrieved administrative employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

16. The Arbitrator so selected will hold hearings promptly and will issue a decision not later than twenty (20) school days from the date of the close of the hearings, or the filing of briefs, if briefs are filed, or, if oral hearings have been waived, then from the date the final statements and proofs are submitted. The Arbitrator's decision shall be in writing and shall set forth findings of act reasoning and conclusions on the issues submitted. The Arbitrator shall be without power or authority to make any decision which add to, or delete from this agreement or which requires the commission of an act prohibited by law or which is violative of terms of this agreement. The decision of the Arbitrator shall be final and binding on the parties. 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 Association.

17. In the event a grievance should be filed by any administrative employee who is not subject to the jurisdiction of any principal, he shall discuss his grievance initially with the Assistant Superintendent and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.

18. Upon receipt of a grievance filed under the provisions of Paragraph 11, the procedure shall be as set forth in Paragraphs 13 and 14.

19. All administrative employees who are members of the bargaining unit as set forth in the within agreement, shall be entitled to resort to the full procedure

hereinabove set forth.

ARTICLE VIII

1. INSURANCE PROTECTION - PRESCRIPTION PLAN - DENTAL PLAN

The Board agrees to pay 100% of the premium cost of a health plan (Blue Cross-Blue Shield) or equivalent, including a \$4.00/\$2.00 (brand/generic) co-pay prescription plan and dental plan for all full time employees covered by this agreement and their immediate families (spouse and eligible children), following ninety (90) days of consecutive employment with the Irvington School District. Employees who wish to avail themselves of the aforesaid insurance coverage must make application for coverage to the Board for themselves and for all eligible members of their family who wish to be covered by insurance.

In the event a new employee has no coverage and wishes to make application for health coverage, during their first ninety (90) days of employment, the premium to be paid by employee shall be at the group rate.

2. RETIREMENT BENEFITS

Any employee covered under the terms of this agreement, who retires after twenty-five (25) years of consecutive employment with Irvington School District shall be entitled to fully paid health benefits (excluding dental). The employees' surviving spouse, if enrolled prior to the employee retirement shall be entitled to health retirement benefits (excluding dental), premium paid 100% by the Board.

Any employee covered under the terms of this agreement, who retires after twenty (20) years of consecutive employment with Irvington School District, and has attained age 65 or over at the time of retirement shall be entitled to a fully paid health benefits (excluding dental). The employees' surviving spouse if enrolled prior to the employee retirement shall be entitled to a retirement benefit with the premium paid 100% by the Board.

3. The retired employee, eligible for retirement health benefits, is not required to be drawing a state pension in order to qualify for such retirement benefits. Components of the comprehensive retirement health package are Blue Cross/Blue Shield, major medical and a prescription program, excluding Dental benefits.

ARTICLE IX

SABBATICAL LEAVE

Subject to applicable statutory provisions of the state of New Jersey, the Board may grant sabbatical leaves of absence for study and/or education through travel and observation to a member of the administrative staff who is also a member of the bargaining unit as set forth in the within agreement. Sabbatical leaves of absence are granted for the aforementioned professional improvement which, in the opinion of the Board, shall render a benefit to the Irvington School District, subject to the following conditions:

1. Approval by the Board of the sabbatical leave request, shall, in addition to all other conditions set forth herein, be contingent upon:
 - (a) Securing a certified employee qualified to assume the applicant's duties while on leave.
 - (b) A report filed by the Superintendent of Schools with the Board, indicating to what extent leaves of absence may be granted without detriment to the Irvington School System.
2. The Superintendent of Schools must approve all plans for study and/or education through travel and observation.
3. Written requests for sabbatical leaves of absence must be received in the Superintendent's Office not later than November 1st of the year preceding the year for which the leave is sought. Untimely applications may be considered if there are extenuating circumstances.
4. The administrative employee must have served the Irvington School System continuously and satisfactorily for a minimum of seven (7) years on a full time basis.
5. In no case shall the sabbatical leave encompass a period in excess of one (1) year.
6. Study for the sabbatical year as used herein is defined as sixteen (16) points of credit or its equivalent (as approved by the Superintendent) in an approved college or university.
7. No more than one of the administrative staff shall be absent on sabbatical leave at any one time.
8. All sabbatical leave positions available shall be distributed as evenly as possible throughout the school

system.

9. All sabbatical leaves shall commence either on September 1st or February 1st.
10. The administrative employee shall furnish reports of the study or travel to the Superintendent as follows:
 - (a) an interim report at the midpoint of the sabbatical leave;
 - (b) a final report within ten (10) school days after returning to regular duties.
11. The administrative employee granted such leave shall enter into a contract with the Irvington School District wherein he/she agrees to return to employment in the Irvington School District for a period of three (3) continuous school years commencing with the termination of the sabbatical leave.
 - (a) In the event the administrative employee fails or refuses to return to the Irvington School District for employment after the termination of the sabbatical leave, or fails or refuses to serve the Irvington School District for three (3) continuous school years after the termination of the sabbatical leave, or fails to file the reports required in Paragraph 10 herein; then, and in any of those events, the administrative employee shall reimburse the Board for all monies paid to the administrative employee during the sabbatical leave.
 - (b) The administrative employee shall not be required to reimburse the Board for failure to return to the Irvington School District after termination of the sabbatical leave, or for failure to serve continuously for three (3) school years if the same shall be caused by illness and the administrative employee submits satisfactory and adequate proof to the Board. In this event, the Board shall have the right to require a medical examination to be made by a physician of its choice.
12. Administrative employees on sabbatical leave of absence will be paid at the rate of three-quarters of the salary which the administrative employee would have received had the sabbatical leave not been granted and he/she had been in an administrative capacity in the Irvington School District.

13. Upon return from sabbatical leave, the administrative employee shall be entitled to advance to the next level of the salary schedule, receiving the benefit of the salary increase while on leave and the period of the sabbatical leave shall be counted for experience rating purposes on the salary schedule as equivalent to the same period of administrative service in the school system. All of the aforesaid shall be conditioned upon all requirements of the sabbatical leave policy being fulfilled satisfactorily in the judgement of the Superintendent.
14. During the sabbatical leave, the sick leave policy will not apply, but the Board will continue to make all the insurance payments which are made for an administrative employee not on sabbatical leave.
15. All requests for sabbatical leave must be acted upon within 60 days from the date of the filing of the sabbatical leave request with the Superintendent.

ARTICLE X

BOARD-STAFF RELATIONS COMMITTEE

The Board has heretofore established a committee of Board members which is known as the "Board-Staff Relations Committee." In addition to any other duties imposed upon the committee by the Board, the committee shall have the following duties:

1. The committee shall meet a minimum of one (1) time a year with three (3) representatives of the Association to discuss matters of mutual interest. Additional meetings may be scheduled, as needed.
2. These meetings may be called by either the Association or the Committee.
3. The Committee is not required to have its full membership present at each of these meetings.
4. The Committee chairman will arrange for the meetings at a time and place agreeable to both parties.

ARTICLE XI

MILEAGE REIMBURSEMENT

All mileage, in lieu of actual expenses of transportation

allowed any employee covered under the terms of this Agreement, traveling by his own automobile, on school related business, away from his designated post of duty, shall be at the current IRS rate per mile. Said reimbursement shall be made after presentation of a signed voucher by the Superintendent of Schools.

ARTICLE XII

TERMINAL PAY OF BASIS OF SICK LEAVE

- (a) Any employee with fifteen (15) years or more of consecutive service with the Irvington Board of Education, shall, upon retirement to collect pension, or voluntary separation from the district (shall not include abolished positions), receive the following compensation:

\$150.00 per day of accumulated sick days up to a maximum of 150 days. This benefit shall only be paid once for each employee.

- (b) Upon the death of an employee actively employed at the time of death, their beneficiary shall receive compensation in accordance with the aforementioned procedure.
- (c) The method of pay for terminal pay can be determined by the retiring employee after conferring with the Board Secretary (immediately following Board retirement action), all, provided the payment is taken in the same school year of the employees' retirement. Payment/s shall be made in compliance with mandated and proper payroll practices.

ARTICLE XIII

- (a) FINAL WORK DAY
- (b) HALF-DAY SESSIONS
- (c) VACATION TIME
- (d) PROFESSIONAL CONFERENCES

- (a) It is agreed that all 10-month employees as defined in this agreement and covered under the terms of this agreement, shall continue to work at their regular job five (5) school days following the close of the regular school session at the end of the school year, or no later than June 30th, whichever comes first.
- (b) It is further agreed between the parties that on one-half day sessions as scheduled by the Board of Education, all

members of the Administrators' bargaining unit shall remain in the district two (2) hours beyond the teachers' departure.

- (c) Twelve (12) month employees covered under the terms of this agreement shall be entitled to twenty-two (22) working days for their vacation period.

No more than 5 days may be taken during the time when school is in session without prior written approval of the Superintendent. Of these, no more than 2 shall be granted for consecutive school days. No more than 5 unused vacation days may be carried forward into the next year. (This provision shall become effective July 1, 1994. Previously accrued vacation days shall be exempt.) Requests for vacation days shall not be unreasonably denied. The intent of the parties is that Administrators will be permitted to take vacation days during the summer so long as another building Administrator is present to cover the ongoing program. In the event that requested days are denied and cannot be taken before the end of the school year, these days will be permitted to be carried over into the next year.

The Supervisors of Outdoor Education and Health Services, Director of Government Programs and Supervisors of Government Programs shall be permitted to take unused vacation days when school is in session with advanced written permission of the Superintendent.

- (d) All requests to attend professional conferences, seminars, meetings, etc., on school time at Board expense shall be subject to prior approval of the Superintendent and must be submitted in writing to the Superintendent at least two (2) weeks in advance of the date requested.

ARTICLE XIV

TEACHING IN-SERVICE COURSES

When deemed necessary by the Superintendent of Schools and approved by the Board of Education, In-Service professional improvement programs may be established.

Administrators required and approved by the Board of Education to teach In-Service courses shall be compensated five-hundred (\$500.00) dollars per course.

ARTICLE XV

ASSOCIATION RIGHTS

A. DISCIPLINARY CONFERENCE.

An Administrator shall have the right to have a representative of the Association present at any conference at which a written disciplinary report or warning is issued.

B. RIGHTS AND PROTECTION IN REPRESENTATION.

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey, The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States: that it shall not discriminate against any supervisory employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, collective negotiation with the Board, or his institution of any grievance, complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

C. AGENCY SHOP.

1. Purpose of fee

If any IAA member does not become a member of the Association during any membership year, (i.e. from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee--Notification

Prior to the beginning of each membership year, the Association will notify the Board, in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee

to be paid by non-members will not exceed 85 % of that amount.

3. Termination of employment

If any employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of representation fee, no further payment will be required.

4. The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be rejected in any deductions made more than 10 days after the Board received said notice.

5. New employees

Any new employee within the unit who fails to join the association within 60 days will be added to the agency shop list for deductions.

Any unit member may appeal the amount of dues assessed. The officers of the unit shall constitute the appeal board.

6. The Association shall hold harmless and indemnify the Board in conjunction with application of the provisions of this Article.

ARTICLE XVI

ALTERATION OF AGREEMENT CLAUSE

No agreement or amendment shall be binding on any of the parties hereto, unless such agreement is made and executed in writing between the parties hereto.

In the event there is a conflict between the rules and regulations of the Board and the within Agreement, in matters specifically covered by this Agreement, then, and in that event, the within Agreement shall be controlling. In all other matters not specifically covered by the within Agreement, the rules and regulations of the Board shall be controlling.

Schedule A

HIGH SCHOOL PRINCIPAL
6th YEAR LEVEL
12 MONTHS

	<u>91/92</u>	<u>92/93</u>	<u>93/94</u>	<u>94/95</u>
1.	66,415	68,417	70,413	72,536
2.	67,780	69,823	71,860	74,026
3.	69,245	71,332	73,413	75,626
4.	70,815	72,950	75,078	77,341
5.	72,370	74,552	76,727	79,040
6.	73,950	76,179	78,401	80,764
7.	75,990	78,281	80,565	82,994
8.	77,955	80,305	82,648	85,139
9.	79,845	82,252	84,651	87,203
Max	85,965	88,556	91,139	93,873

Schedule B-1

MIDDLE SCHOOL PRINCIPAL*
MASTERS LEVEL
10 MONTHS

	<u>91/92</u>	<u>92/93</u>	<u>93/94</u>	<u>94/95</u>
1.	56,320	58,018	59,711	61,510
2.	57,820	59,563	61,301	63,149
3.	59,430	61,222	63,008	64,907
4.	61,155	62,999	64,837	66,792
5.	62,880	64,776	66,666	68,676
6.	64,605	66,553	68,495	70,560
7.	66,330	68,330	70,324	72,444
8.	68,050	70,101	72,146	74,321
Max	72,950	75,149	77,341	79,672

* Note: Mr. Pilone remains recircled at max-step of new H.S. Principal's guide during the life of this agreement.

Schedule B-2

MIDDLE SCHOOL PRINCIPAL
MASTERS LEVEL
12 MONTHS

	<u>NEW</u>	<u>92/93</u>	<u>93/94</u>	<u>94/95</u>
1.	61,952	63,820	65,682	67,662
2.	63,272	65,179	67,081	69,103
3.	64,687	66,637	68,581	70,648
4.	66,207	68,203	70,193	72,309
5.	67,727	69,769	71,804	73,968
6.	69,247	71,335	73,416	75,629
7.	70,762	72,895	75,022	77,283
8.	72,027	74,198	76,363	78,665
Max	76,887	79,205	81,516	83,973

Schedule B-3

MIDDLE SCHOOL PRINCIPAL
6th YEAR LEVEL
12 MONTHS

	<u>NEW</u>	<u>92/93</u>	<u>93/94</u>	<u>94/95</u>
1.	65,742	67,724	69,700	71,801
2.	67,392	69,424	71,449	73,602
3.	69,168	71,253	73,332	75,542
4.	71,066	73,208	75,344	77,615
5.	72,963	75,163	77,356	79,687
6.	74,855	77,112	79,362	81,754
7.	76,753	79,067	81,374	83,827
8.	78,650	81,021	83,385	85,898
Max	83,941	86,471	88,993	91,675

Schedule C-1

ELEMENTARY PRINCIPALS
MASTERS LEVEL
12 MONTHS

	<u>91/92</u>	<u>92/93</u>	<u>93/94</u>	<u>94/95</u>
1.	60,440	62,262	64,079	66,011
2.	61,760	63,622	65,478	67,452
3.	63,175	65,080	66,979	68,998
4.	64,695	66,645	68,589	70,657
5.	66,215	68,211	70,201	72,317
6.	67,730	69,772	71,808	73,923
7.	68,995	71,075	73,149	75,354
8.	71,520	73,676	75,825	78,112
Max	76,380	78,682	80,977	83,418

Schedule C-2

ELEMENTARY SCHOOL PRINCIPALS
6th YEAR LEVEL
12 MONTHS

	<u>91/92</u>	<u>92/93</u>	<u>93/94</u>	<u>94/95</u>
1.	64,235	66,172	68,103	70,156
2.	65,555	67,531	69,501	71,596
3.	66,970	68,989	71,002	73,142
4.	68,490	70,555	72,613	74,802
5.	69,990	72,100	74,203	76,440
6.	71,520	73,676	75,825	78,111
7.	73,495	75,711	77,920	80,269
8.	75,395	77,668	79,934	82,343
9.	77,220	79,548	81,869	84,337
Max	83,140	85,646	88,144	90,801

Schedule D-1

DIRECTORS AND VICE PRINCIPALS
 MASTERS LEVEL
 12 MONTHS

	<u>91/92</u>	<u>92/93</u>	<u>93/94</u>	<u>94/95</u>
1.	54,945	56,602	58,254	60,010
2.	56,145	57,838	59,526	61,320
3.	57,435	59,167	60,893	62,729
4.	58,815	60,588	62,356	64,236
5.	60,195	62,010	63,819	65,743
6.	61,575	63,431	65,282	67,250
7.	62,725	64,616	66,501	68,506
8.	65,020	66,980	68,934	71,012
Max	69,435	71,528	73,615	75,834

Schedule D-2

DIRECTORS (12 Months), VICE PRINCIPALS (12 Months),
and PRINCIPAL PSYCHOLOGIST ON SPECIAL ASSIGNMENT (10 Months)
6th YEAR LEVEL

	<u>91/92</u>	<u>92/93</u>	<u>93/94</u>	<u>94/95</u>
1.	58,395	60,156	61,911	63,777
2.	59,595	61,392	63,182	64,087
3.	60,885	62,721	64,551	66,497
4.	62,265	64,142	66,013	68,003
5.	63,645	65,564	67,477	69,511
6.	65,020	66,980	68,934	71,012
7.	66,815	68,829	70,837	72,972
8.	68,540	70,606	72,666	74,856
9.	70,200	72,316	74,426	76,670
Max	75,585	77,863	80,134	82,550

Schedule E-1

ASSISTANT PRINCIPALS, ASSISTANT DIRECTOR, AND SUPERVISORS
MASTERS LEVEL
12 MONTHS

	<u>Comb.</u>	<u>92/93</u>	<u>93/94</u>	<u>94/95</u>
1.	42,240	43,514	44,784	46,134
2.	44,460	45,802	47,138	48,559
3.	46,740	48,149	49,558	51,052
4.	49,100	50,580	52,056	53,625
5.	51,470	53,022	54,569	56,214
6.	53,770	55,391	57,007	58,726
7.	56,300	57,997	59,689	61,487
8.	58,800	60,573	62,340	64,219
Max	61,400	63,251	65,096	67,058

Schedule E-2

ASSISTANT PRINCIPALS, ASSISTANT DIRECTOR, AND SUPERVISORS
6th YEAR LEVEL
12 MONTHS

	<u>Comb.</u>	<u>92/93</u>	<u>93/94</u>	<u>94/95</u>
1.	45,690	47,068	48,442	49,903
2.	46,690	48,098	49,502	50,994
3.	48,915	50,390	51,860	53,424
4.	51,325	52,873	54,416	56,057
5.	53,400	55,010	56,615	58,322
6.	55,495	57,168	58,836	60,609
7.	57,795	59,537	61,274	63,121
8.	60,320	62,139	63,952	65,880
9.	63,080	64,982	66,878	68,894
Max	66,645	68,654	70,657	72,787

SIDE BAR AGREEMENT
BETWEEN
IRVINGTON BOARD OF EDUCATION
AND
THE IRVINGTON ADMINISTRATORS ASSOCIATION

The Board of Education of the Township of Irvington, (hereinafter referred to as the Board) and the Irvington Administrators Association, (hereinafter referred to as the Association), the parties to this Side Letter Agreement, (hereinafter, referred to as the Agreement) hereby agree as follows:

1. This Agreement modifies the terms and conditions of the collective bargaining agreement entered into by the Board and the Association dated 1988-89 - 1989-90, effective July 1, 1988, and the Memorandum of Agreement dated October 14, 1993 between the parties with respect to employee benefits upon retirement. This Agreement is entered into in order to encourage and enable the Board to participate in the State's Early Retirement Incentive Program, Chapter 163 Law of 1993, by amending the existing collective bargaining agreement to modify Association member benefits upon retirement as follows:

2. All employees who opt to retire under the Early Retirement Incentive Program will continue to maintain their ethical standards and not abuse the use of accumulated sick leave. The Board reserves the right to demand appropriate medical verification.

3. Upon retirement, if any vacation time is due to retiring Association members under the collective bargaining agreement, it shall be paid in ten (10) equal monthly installments over a ten (10) month period commencing on September 1, 1994 and ending with June 30, 1995.

4. Upon retirement, if any terminal pay on the basis of sick leave is due retiring Association members under the collective bargaining agreement, it shall be paid in five (5) equal annual installments over a five (5) year period with the first payment being made on June 30, 1995.

5. Upon retirement, Association members shall accept the State Insurance Plan with the Board of Education Prescription Plan.

6. This Agreement shall only apply to Association members who accept the Early Retirement Incentive Plan.

7. This Agreement shall become effective January 19, 1994.

ATTEST



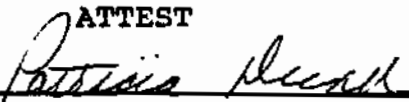
John D'Angelo

IRVINGTON BOARD OF EDUCATION

BY 

Yolanda Walton

ATTEST



Patricia Mearns

IRVINGTON ADMINISTRATORS ASSOCIATION

BY 

Anthony Pilone

