

Agreement Between

The RUMSON BOARD OF EDUCATION

and

The RUMSON EDUCATION ASSOCIATION (Instructional Aides Unit)

For the Fiscal Years

Commencing July 1, 2022

**THIS AGREEMENT** is entered into this 1<sup>st</sup> day of JULY, 2022 by and between **THE BOARD OF EDUCATION OF THE RUMSON SCHOOLS** (hereinafter called "Board") and **THE RUMSON EDUCATION ASSOCIATION** (hereinafter called "REA") on behalf of the instructional aides.

**WHEREAS**, the parties have reached certain understanding which they desire to confirm in this Agreement.

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## **PREAMBLE**

All aspects of this contract shall be in effect through the 2024-2025 school year, or until a successor agreement has been agreed upon resulting from collective negotiations between the Board and the REA which shall begin no later than November 1, 2022.

## **ARTICLE I RECOGNITION**

- A. The Rumson Board of Education (the Board) hereby recognizes the Rumson Education Association (the REA) as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all "instructional aide" employees. Excluded are: Superintendent, Principals, Supervisors, Directors, Secretary to the Superintendent, Board Secretary/School Business Administrator; Bus Drivers, Cafeteria/Recess Aides, Library Aides, and Clerical Aides.
- B. Unless otherwise indicated, the term "instructional aide" shall refer to all aide personnel.
- C. Unless otherwise specified, the term "employee" shall encompass all unit members as specified in Article 1: Sections A and B.

## **ARTICLE II NEGOTIATION PROCEDURE**

- A. In accordance with Public Law 1974, Chapter 123, the Board and the REA agree to enter into collective negotiations over a successor agreement in a good-faith effort to obtain agreement on all matters concerning the terms and conditions of employment. Any agreement so negotiated shall apply to the employees cited in Article 1, Section A, be reduced in writing and submitted for ratification by the REA and approval by the Board. If ratified and approved, it shall be signed by the parties.
- B. If any provision of the Agreement or any application of this Agreement is held 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.

**ARTICLE III  
EMPLOYEES' RIGHTS**

- A. The Board and the REA agree that there shall be no discrimination in the implementation of and enforcement of all policies and procedures governing the hiring, training, assignment, promotion, transfer or discipline of employees.
- B. No employee shall be discharged or reprimanded without just cause. Any action to discharge or reprimand an employee without just cause, shall be subject to the grievance procedure herein set forth.
- C. Any rights granted to employees pursuant to this Agreement are in addition to and in accordance with New Jersey Laws and/or other applicable regulations.
- D. Whenever any employee is required to appear before the Superintendent, the Board of Education, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in the office, position or employment, or the salary or any increments pertaining thereto, then the employee shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him or her during such meeting or interview.
- E. An employee shall have the right to review the contents of his/her personnel file and to receive copies therein. No matter derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material upon reasonable notice and at a time selected by the Business Administrator.
- F. The Association President(s) and one Association representative per building will be excluded from assigned duties in order to handle Association business.

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**ARTICLE IV  
GRIEVANCE PROCEDURE**

A. Definition:

A grievance is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting terms and conditions of employment.

B. Terms:

1. Aggrieved Person

An "aggrieved person" is the employee, employees, or the REA making the claim.

2. Party in Interest

A "party in interest" is the employee or employees making the claim and any employee including the REA or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

C. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may arise affecting employees. Both parties agree that these proceedings will be kept confidential and include only the appropriate parties of interest.

Nothing herein shall be construed to limit the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without invocation of the grievance procedure provided that such adjustment is not inconsistent with the terms of this Agreement.

D. Procedure

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. The aggrieved person must initiate the grievance procedure within thirty (30) workdays from the time when the grievant knew or should have known of its occurrence. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant 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 the step.

2. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by the representative(s) selected or approved by the REA. When an instructional aide is not represented by the REA, the REA shall

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have the right to be present and to state its views at all stages of the grievance procedure.

3. Beyond Level One, all grievance submissions and subsequent dispositions shall be in writing, and all dispositions shall set forth the decision and the reasons thereto and shall be transmitted promptly to all parties in interest and to the REA.

#### LEVEL ONE

An employee with a grievance shall first discuss it with the Building Principal, either directly or, at the employee's discretion, through the REA with the objective of resolving the matter informally. Any employee whose duties are routinely performed at both schools may initiate a grievance with the Superintendent of Schools.

#### LEVEL TWO

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may, within ten (10) school days, refer to the Superintendent of Schools, who shall communicate a decision in writing to the grievant within ten (10) school days of receiving the grievance.

#### LEVEL THREE

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after presentation of the grievance to the Superintendent, the aggrieved person may, within ten (10) school days, notify the REA that the grievance is still pending. The grievant may, within ten (10) school days, request that the REA move the grievance to the Board. The grievant or the REA may, within ten (10) school days, move the grievance to the Board through the Superintendent or the Board Secretary.

The Board, or a committee thereof, shall review the grievance. The Board shall render a decision in writing within twenty-one (21) school days of receipt of the grievance by the Board.

#### LEVEL FOUR

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within twenty-one (21) school days after presentation of the grievance he/she may request that the REA move the grievance to arbitration.

If the grievant is dissatisfied with the decision of the Board and only if the grievance pertains to the original claim, the grievant or the REA shall have the right to request the appointment of an arbitrator. Such request shall be made known to the



Superintendent by certified mail -- return receipt requested -- no later than fifteen (15) school days after the decision of the Board.

Within ten (10) school days after such written notice of submission to arbitration, the Board and the REA shall attempt to agree upon a mutually acceptable arbitrator. The following procedure will be used to secure the services of an arbitrator:

A request shall be made to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as arbitrator in question;

If the parties are unable to agree upon a mutually satisfactory arbitrator from the list submitted, they will request that PERC submits a second list;

If the parties are unable to agree within ten (10) school days of the initial request for arbitration upon a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator. The arbitrator shall limit consideration to the issues submitted and shall consider nothing else. He/she can add nothing to, nor subtract anything from, the agreement between the parties or any policy of the Board. The decision of the arbitrator shall be in writing and binding upon the parties.

E. Cost of Arbitration

The REA and the Board shall each bear all their individual expenses incurred in the course of any arbitration proceedings.

The fees and expenses of the arbitrator are the only costs which shall be shared by the REA and the Board and such costs will be shared equally.

Where grievance proceedings are mutually scheduled by the parties during school time, parties in interest shall suffer no loss of pay.

F. Protection of Grievant

The Board recognizes that any employee has a right to file a grievance. The Board states there shall be no act, conduct, or procedure undertaken by the Board or member of the administrative staff which shall be in the nature of a reprisal against any employee who files a grievance, including but not by way of limitation, any assignment of additional duties, any adverse comment in the evaluation of the performance of the grievant, or any action which shall be undertaken solely as a means of reprisal against any employee filing a grievance.

**ARTICLE V  
FRINGE BENEFITS**

- A. The Board will provide and pay for a comprehensive Health Benefits Plan as provided by Blue Cross/Blue Shield and Dental Plan as provided by Delta Dental or equivalent for each eligible employee and the cost of such insurance for dependents of each eligible employee. The deductible will be \$200 per individual and \$400 per family for each plan year. Effective July 1, 2006, all new employees are required to enroll in the PPO plan.

The following health benefits are provided at the following rates:

Office Visit Copay	\$10 Physician/\$20 Specialist Copay
Emergency Room Copay	\$100
Chiropractor Visit Limit	60 visits

- B. The Board shall provide a prescription plan covering eligible employees and dependents, with a \$15.00 deductible for brand name products and \$10.00 for generic products. There will be an annual cap on the prescription drug program of \$3,000 per individual or per family. Effective July 1, 2011, the prescription co-pay shall be \$20.00 Brand name, \$10.00 Generic and \$0.00 Mail order. Effective July 1, 2011, the Board shall cease all reimbursement to employees for prescription co-pays.

The following prescription benefit is provided at the following rates:

\$25 Brand/\$10 Generic-Retail/\$0 Mail Order

- C. Waiver of Health Benefits:

1. Effective July 1, 2010 all employees enrolled in the Traditional Indemnity Plan will be enrolled in the Preferred Provider Organization as administered by Horizon Blue Cross/Blue Shield.

Employees will pay, through payroll deductions, a percentage of their base salary toward the premium for the chosen level of health coverage, pursuant to applicable law.

Effective January 1, 2021, the District shall offer the New Jersey Educators Health Plan ("NJEHP"), or its equivalent, in addition to any other plans. Upon its effective date, the District shall also offer the Garden State Health Plan ("GSHP"), or its equivalent. Horizon PPO shall remain the base plan. Employees hired prior to July 1, 2021 may enroll in any plan offered by the District at their discretion but shall be responsible for full cost of any plan with a premium cost which exceeds the Horizon PPO base plan.

Upon enrollment in the NJEHP or GSHP, Employees shall make all payments toward the cost of coverage in accordance with P.L. 2020, c. 44 ("Chapter 44").

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Employees enrolled in Horizon PPO shall make payments toward the cost of coverage in accordance with P.L. 2012, c. 78 ("Chapter 78").

2. Employees may waive medical benefits in any year and receive a stipend paid at the end of the school year as follows.

The Board advises the Association that effective July 1, 2022, the waiver stipend shall be calculated at 40% of the annual premium for health benefits less the cost of the employee's payment towards premium unless negotiated otherwise.

The waiver calculation will be as follows: [Annual premium cost] minus [employee payment toward premium] equals [total]; calculate 40% of the total. This is the waiver payment for that employee.

3. Any employee who waives the benefits provided under Article V shall notify the Board no later than June 15<sup>th</sup>, preceding the contract in which the employee will receive a stipend in lieu of benefits. Waiver of benefits for the following year shall not be considered automatic. Every employee shall be considered covered unless and until such time as an employee shall affirmatively notify the Board that the employee is continuing to waive benefits in return for the stipend. Any employee who accepts the stipend in lieu of benefits will be waiving all benefits under Article V – Medical, Dental and Prescription.

- D. The Board shall establish a Section 125 Plan. A copy of the Plan will be kept on file in the Board Office.

## ARTICLE VI PERSONAL DAYS

- A. Personal days are those days which may be used by employees for personal business that cannot be conducted at another time and which is necessary for the health and welfare of oneself or one's family. A maximum of four (4) days may be granted by the Superintendent in any year. Each day shall be equal in length to the instructional aide's individual workday. All personal days shall be no reason days.
- B. Requests for personal days shall be given in writing to the Superintendent at least three (3) days prior to the request date, who shall either grant the request or return in writing the reason(s) for denial of said request. This three (3) day notice shall be waived in emergencies. The employee will use good judgment in determining what constitutes an emergency. Leave for personal matters may not be taken on the last workday before, or the first workday following, a holiday, a school vacation or recess or attached to the first or last day of school, except for the purpose of religious observances, except where attendance by the employee is certified to by a physician. Such days may be approved by the Superintendent upon written request. Unused personal days convert to sick days.

- C. Personal days are limited to four (4) per year, equal in length to the individual instructional aide's work day. However, the Board, at its sole discretion, may under exceptional circumstances, grant additional personal days. Such days may be granted without pay, at less the substitute's rate of pay, or with full pay. The Board reserves the right to deny the request.
- D. When a personal day is refused by the Superintendent, the staff member may request a short-term leave of absence. Such request shall state the reason for said request and shall be for three days or less. A short-term leave of absence may be granted under extenuating circumstances when the staff member must be absent during school hours. If a short-term leave of absence is granted by the Superintendent, the staff member's salary will be deducted at their daily rate of pay.
- E. New employees employed after the start of the school year will be allotted personal days on a pro-rated basis according to the following formula: .5 days per number of months between date of employment and June 30th. New employees will be given credit for a full month if they work any part of the month.

**ARTICLE VII  
SICK DAYS**

- A. Each employee shall be granted up to eleven (11) days of paid sick leave per year. Each day shall be equal in length to the individual instructional aide's workday. Unused sick leave will be cumulative.
- B. New employees employed after the start of the school year will be allotted sick days on a pro-rated basis according to the following formula: 1.1 sick days per number of months between date of employment and June 30<sup>th</sup>. New employees will be given credit for a full month if they work any part of the month.
- C. Upon retirement, Instructional Aides who have completed twenty (20) years of service in the Rumson School District shall be eligible for payment for unused accumulated sick leave. The payment shall be based on a reimbursement rate of \$20.00 a day per accumulated day up to a total of 200 days for a maximum of \$4,000.00.





**ARTICLE VIII  
EXTENDED LEAVE OF ABSENCE**

**A. Disability Leaves**

An employee who anticipates a disability shall notify the immediate supervisor and concurrently the Superintendent in writing of the anticipated commencement of the disability as soon as the employee knows of it.

1. In case of pregnancy, the employee shall inform the supervisor and concurrently the Superintendent of the anticipated delivery date.
2. No later than sixty (60) calendar days prior to the anticipated delivery date, the employee shall request a leave of absence while she is disabled, for which accumulated sick leave time may be utilized continuously for four (4) weeks prior to childbirth and four (4) weeks following childbirth. In the case of Caesarian delivery, the four (4) weeks following childbirth may be extended by a physician's certificate attesting to the disability and the employee may utilize accumulated sick leave during this period.
3. Maternity disability leaves will be unpaid after employees have exhausted or have elected not to utilize their accumulated sick leave during the period of maternity disability leave of absence.

**B. Contractual Child Care/Family Leave**

1. Any employee seeking a leave of absence for child care or family leave shall apply to the Board by specifying in writing the date on which the leave commences and the date on which the leave terminates.
2. The Board shall send a letter to the employee within one week of that month's board meeting stating the following:
  - a. whether the leave was approved or denied (if the request is denied, this must be stated in writing and with a reason).
  - b. dates of departure and return
  - c. specification as to the number of sick days to be used
3. The Board reserves the right to approve the commencement and termination dates of anticipated leaves in order to preserve educational continuity. In the case of an employee completing maternity disability leave, contractual child care leave shall become effective immediately upon the termination of the maternity disability leave. The first twelve (12) weeks of the contractual child care leave shall be with health benefits under the statutory leave (NJFLA).

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4. An employee desiring an unpaid child care leave for adoption shall apply no less than sixty (60) calendar days before the custody date of the child.
  5. Contractual child care leave shall terminate at the end of the school year in which the leave was granted. Extensions of the leave are at the complete and sole discretion of the Board.
  6. Upon the completion of the maternity disability leave or in the case of an adoption, an employee who is eligible shall be placed on statutory leave (NJFLA) for the first twelve (12) weeks of the contractual child care leave. For employees who are eligible, these twelve (12) weeks shall be with health benefits. The balance of the contractual child care leave shall be without health benefits.
  7. During the period of contractual leave without benefits, employees may continue benefits at their own expense in accordance with the rules of the insurance carrier.
  8. To be eligible for a salary increment an employee must work at least ninety (90) days in the school year of which the leave commences or terminates.
  9. An employee returning after an unpaid leave need not be given the same assignment as before but will accept any assignment equal to the hours the employee originally worked before going on leave.
  10. All benefits to which an employee was entitled at the time of the commencement of the leave of absence, including unused accumulated sick leave, shall be restored upon return from the leave.
- C. Employees shall be granted a maximum of two (2) paid family illness days, with the approval of the Superintendent. Family members include but are not limited to spouses, children, step-children, parents or other members who reside in the immediate household. Family illness days will not be deducted from the employee's personal or sick days. This leave is non-cumulative.
- Request for family illness leave shall be filed in writing with the Superintendent, through the building principal, at least two (2) days in advance of the contemplated absence, except in the case of an emergency. The employee shall provide the reason for the request and the relationship to the ill family member. In the event of an emergency, the employee shall file the written request within three (3) days of his/her return to work.
- D. Employees will have up to five (5) days per occurrence for immediate family bereavement. Immediate family includes spouses, parents, siblings, children, son-in-law, daughter-in-law, mother-in-law, father-in-law, grandparent, grandchild, or other members of the immediate household. The bereavement days will not be deducted from the employee's personal or sick days. This leave is non-cumulative. Employees will have up to three (3) days per year for other relatives not defined by immediate family.



**ARTICLE IX  
WORKDAY**

- A. The workday shall be six (6) hours and fifty (50) minutes, inclusive of lunch.
- B. Reporting time shall be established by the Superintendent or his designee. Start time shall be no longer than twenty (20) minutes before teachers are scheduled to arrive or twenty (20) minutes after teachers are scheduled to arrive.

**ARTICLE X  
MILEAGE**

Employees shall be reimbursed at the OMB rate per mile for using their personal car when required to travel inside or outside the district in the course of employment, at the request of administration.

**ARTICLE XI  
SCHOOL AGE DEPENDENTS**

- A. Upon Superintendent approval, any employee may have his/her children (natural, adopted, or stepchild) attend the Rumson School District, but said employee shall be charged a tuition fee for each child as fixed by the Board of Education to reflect one-half of the annualized, per capita expenditure.
- B. The tuition payment shall be due in two (2) equal installments, the first shall be due prior to the first day of school, the second shall be due prior to the first day of school in January. Failure to meet these payment requirements shall result in the Superintendent's refusal to admit said student(s) to the Rumson School District until all tuition fees have been received by the District.

**ARTICLE XII  
PAY DAYS**

Employees will be paid twice a month.

**ARTICLE XIII  
NOTIFICATION OF EMPLOYMENT**

To the extent known, instructional aides shall be notified of their hours of work and hourly rate of pay for the following school year on June 15<sup>th</sup>. Instructional aides will sign a form stating whether they accept or reject these hours and return this form to the Board Office within five (5) days. Failure to review the form shall be deemed a rejection of the offer of employment.

(Language to be included on this form: "Either party has the right to terminate the job position giving two (2) weeks' notice.")

**ARTICLE XIV  
PRINTING AGREEMENT**

- A. Verbatim copies of this Agreement, as signed by the Board and the REA, shall be available electronically thirty (30) days after the Agreement is signed by both parties.
- B. The Board shall make available to the REA a maximum of five (5) additional copies of this Agreement upon request.

**ARTICLE XV  
POSTINGS**

All new or vacant positions must be posted.

**ARTICLE XVI  
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2022 and shall be effective until June 30, 2025, subject to the Association's right to negotiate a successor agreement as provided in the Negotiation Procedure (Article 2).

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**ARTICLE XVII  
SALARIES**

A. Salary increases for:

2022-2023: 3.5% inclusive of increment.  
2023-2024: 3.3% inclusive of increment.  
2024-2025: 3.3% inclusive of increment.

B. Whenever an instructional aide, who holds a teacher certification, is used as a teacher, the instructional aide shall be paid the pro-rated hourly salary based upon Step 1(BA) of the teacher salary guide for that school year.

C. No newly hired instructional aide shall be started at a higher hourly salary rate than any of the current instructional aides in the district. Exception: If the new hire has equal years of experience to any of the instructional aides currently working in the district, then this new employee may be hired at that hourly rate of pay.

**ARTICLE XVIII  
WORK YEAR**

Instructional Aides' work year shall be 183 days. Any days beyond 183 shall be paid at the hourly rate.

**ARTICLE XIX  
WORKSHOPS AND SEMINARS**

Registration fees and transportation fees to be paid by the Board of Education for job related workshops, seminars, etc. if requested to attend by the building principal/supervisor and approved by the Board of Education.

**ARTICLE XX  
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2022 and shall be effective until June 30, 2025, subject to the Association's right to negotiate a successor agreement as provided in the Negotiation Procedure (Article 2).

**ARTICLE XXI  
INSTRUCTIONAL AIDES SALARY GUIDES**

	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
<b>Instructional</b>			
<b>Step</b>	<u>Salary</u>	<u>Salary</u>	<u>Salary</u>
1	17.98	18.53	19.02
2	17.98	18.53	19.02
3	17.98	18.53	19.02
4	18.54	19.09	19.58
5	18.54	19.09	19.58
6	18.54	19.09	19.58
7	19.25	19.80	20.28

<u>Stipend</u>	<u>2022-2023</u>	<u>2023-2024</u>	<u>2024-2025</u>
<u>Bus Aide</u>	\$45/day	\$45/day	\$45/day

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IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be executed by its duly authorized corporate officers and has caused its corporate seal to be hereunto affixed to the aforesaid Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.


**BOARD OF EDUCATION  
OF RUMSON**

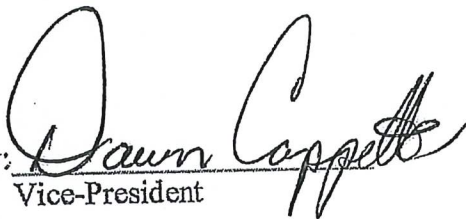
By:   
President

ATTEST:

By:   
Board Secretary

**EDUCATION ASSOCIATION  
OF RUMSON**

By:   
President

By:   
Vice-President

REA/Negotiations Chair

By: \_\_\_\_\_  
REA Secretary

