

6

ARTICLES, STATEMENTS, AND
SALARY SCHEDULES AGREED TO FOR

July 1, 1997 to June 30, 1998

and

July 1, 1998 to June 30, 2001

Between the

HAMILTON TOWNSHIP ADMINISTRATORS'/SUPERVISORS' ASSOCIATION

AND THE

HAMILTON TOWNSHIP BOARD OF EDUCATION

Adopted by the

Hamilton Township Board of Education

Date: December, 1998

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NO.</u>
	Table of Contents	2
I	Philosophy	3
II	Recognition	4
III	Grievance Procedure	6
IV	Benefits	9
V	Training Levels Recognized	13
VI	Promotion Policy	15
VII	Base Salary Information	15
VIII	Position Placement Within Percent Schedule	16
	1998-99 Salary Guide	17
	1999-00 Salary Guide	16
	2000-01 Salary Guide	16
IX	Duration of Agreement	17
	Section 125 Addendum	18

ARTICLE I
PHILOSOPHY

A. Professional Recognition

The Hamilton Township Board of Education recognizes that the administrative/supervisory staff is a part of a profession which requires special educational qualifications and that the success of the educational program depends upon maximum utilization of these talents.

B. Support of Board of Education

The administrative/supervisory staff will work professionally and harmoniously with the staff under its supervision to further the cause of good education in this district while upholding Board policies. The administrative/supervisory staff will lend its professional knowledge to the Board in assisting in the development of Board policy; and will furthermore, support the final Board policies and act as its representative.

C. Management Team Concept

The Board of Education and the HTASA recognize that the Hamilton Township School District can become more efficient in the administration of its schools through joint participation of all members of the management team, thereby bringing the best education to the children of Hamilton Township.

D. Major Decisions

The Board recognizes that the administrative/supervisory staff is part of the management team working with the Superintendent, Assistant Superintendent, and members of the Board of Education. As such, members of the administrative/supervisory staff who are directly affected and the Association will be consulted and have input on decisions affecting the administration of the schools. (i.e. new administrative positions, position titles and salary ratios, budget, schedule changes, building program, boundary changes, desegregation plans, school calendar, organizational changes and transfers, etc.)

E. Meetings

In keeping with the spirit of "Team Management" and the need to maintain communication, the Board of Education, the Superintendent or a committee thereof will meet with the Association Executive Board periodically as requested by either party. The Board and the Association heartily endorse the development of a management "Communication Committee" as a vehicle by which a common understanding can be facilitated. An attempt shall be made first to resolve concerns through normal administrative channels.

ARTICLE II
RECOGNITION

RECOGNITION OF ADMINISTRATIVE POSITIONS

The Hamilton Township Board of Education will meet with the representatives of the Hamilton Township Administrators'/Supervisors' Association to discuss salaries and fringe benefits for the following administrative and supervisory positions as listed.

- Principals
- Vice Principals (12 months)
- Vice Principals (10 1/2 months)
- Coordinators
- Curriculum Supervisors (10 1/2 months)
- Child Study Services Specialist
- Supervisor of Transportation
- Supervisor of Supplies and Equipment
- Purchasing Agent
- Personnel Assistant
- Comptroller
- Personnel Specialist
- Supervisor of Operations
- Supervisor of Maintenance
- Facilities Supervisor
- Data Processing Manager
- Supervisor of Food Services
- Supervisor of Payroll
- Supervisor of Accounting
- Project Supervisor (AIM)
- Testing/Evaluation Specialist
- Athletic Directors (10 1/2 months)

Upon completion of discussions, the final Agreement will be reduced to writing and ratified by the membership of the parties. Signatures affirm that the Agreement has been ratified by the parties. The Board will adopt same as Board policy.

The parties will meet after the September 1, 2000 date to begin discussions on a successor agreement.

The Board reserves the right to return to 10½ month positions any and all twelve (12) month positions in Article VIII. All employees returned to a 10½ month position will receive the salary and fringe benefits for that 10½ month position.

All current Vice Principals who were reduced to 10½ months due to budget constraints of the 1994-95 budget will return as 12 month administrators.

Effective January 1, 1995, the position of Athletic Director will become a supervisory position at the 77% (10½ month) level and will be entitled to all rights and privileges afforded by this agreement.

NOTE: $\frac{1}{2}$ month constitutes 10 working days.

The Superintendent or his designee reserves the right to temporarily assign any administrative staff member to another assignment during the summer months (e.g. curriculum or screening committees and/or summer school, etc.) The Superintendent or his designee will consult with the administrative staff member and his or her supervisor before making these assignments. All administrative/supervisory positions available in summer positions are to be filled by regular qualified administrators, except when administrative internship experiences are desirable for teachers.

In recognizing the Association as the exclusive representative of the listed administrative/supervisory positions, it follows that the Board grants the Association similar rights granted to other employee groups, the access to public information, use-of buildings and school equipment after school hours when they are not being utilized for the school program.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" is a claim by an employed administrator/supervisor that s/he has suffered a loss or injury as a result of misinterpretation, misapplication, or violation of this Agreement.

B. PROCEDURE

1. A grievance to be considered under this procedure must be initiated by the aggrieved within fourteen (14) calendar days of its occurrence.
2. Failure at any step of the procedure to communicate the decision of a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
3. Failure at any step of the procedure to appeal a grievance in writing to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
4. Any administrator/supervisor who decides that s/he has a grievance shall discuss it with his/her immediate superior in an attempt to resolve the matter informally at that level. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved, then s/he shall, within seven (7) calendar days of such discussion, set forth his/her grievance in writing to his/her immediate supervisor, specifying:
 - a. The nature of the grievance and date occurred.
 - b. The specific provisions of the Agreement being grieved.
 - c. The results of the previous discussions.
 - d. His/her dissatisfaction with decisions previously rendered.
 - e. Relief sought.
5. The immediate superior shall communicate his/her decision to the aggrieved in writing within seven (7) calendar days of receipt of the written grievance.
6. The aggrieved, no later than seven (7) calendar days after receipt of the immediate superior's decision, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate superior as specified above and the grievant's dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed forty-five (45) calendar days, the Superintendent shall communicate his/her decision in writing to the grievant and the immediate superior.
7. If the aggrieved is dissatisfied with the decision of the Superintendent and review by the Board of Education is desired, the grievant shall file a request for the Board of Education to hear the particular issue. This request must be made no later than fifteen (15) calendar days after receipt of the Superintendent's decision. A copy of this request must

simultaneously be submitted by certified mail or receipted hand delivery to the Superintendent.

8. The Board of Education must schedule a meeting for the grievant to make a presentation and shall communicate its decision on the grievance to the aggrieved, in writing, within sixty (60) calendar days of receipt of the written grievance. Said decision on the grievance by the Board of Education is final.
9. A grievance may not be submitted to the Board of Education which pertains to:
 - a. Any matter for which a method of review is provided for, by law or any regulation of the State Board of Education, or the Commissioner of Education, or any matter which according to law is beyond the scope of the Board's authority or limited by law to Board authority alone.
 - b. A grievance of an administrator/supervisor which arises by reason of his/her not being reemployed, or appointment to or lack of appointment to, retention in or lack of retention in any position.
 - c. A grievance that impinges upon its right to appoint, promote, assign, and involuntarily transfer any administrator/supervisor.

C. GENERAL REGULATIONS

1. All appeals taken past the immediate superior of the aggrieved party must be stated in writing.
2. All time limits stated within this procedure must be strictly adhered to unless an extension is mutually agreed upon in writing by both parties.
3. The aggrieved party and his/her representatives shall have the right to be present at all hearings conducted at every step following the informal step of the grievance procedure.
4. There will be no suspension of a grievance procedure when schools are not in session except by mutual consent of the parties.
5. The aggrieved shall have the right to present the appeal or designate the Association to accompany him/her at any step in the appeal.
6. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievances.
7. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate file and shall not be kept in the personal file of any of the participants. However, an accidental filing will be removed immediately and no grievance will be initiated.

8. No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties of interest and the designated or selected representatives contemplated in this Article.
9. As used in this Article, the term "administrator/supervisor" shall mean
 - a. an individual administrator/supervisor,
 - b. a group of administrators/supervisors having the same grievance, or
 - c. the Association.

ARTICLE IV

BENEFITS

The administrative and supervisory staff shall be entitled to all rights, privileges, and benefits accorded other professional staff members and some accorded only to this group.

1. MEDICAL BENEFITS

The Board of Education will provide health care coverage at the level of benefits that existed as of July 1, 1997. An employee may choose either individual, parent and child, husband and wife, or family plan, except for new hires. The administrator/supervisor will be responsible, through payroll deductions, to pay \$10 per pay period toward the cost of all medical benefits. This co-pay shall be equal to \$240 for 12-month and \$200 for 10½ month administrators/supervisors.

Any administrator/supervisor who retires shall be allowed to remain as part of the group plans provided by the Hamilton Township Board of Education. The administrator/supervisor shall be responsible for payment of the group rate.

Effective July 1, 1999, all new hires shall receive single only Patriot V or its equivalent medical insurance and single only prescription and dental coverage for the first twenty-four (24) consecutive months of their employment or until the acquisition of tenure pursuant to N.J.S.A. 18A:28-6 or any successor statute thereto. Upon either completion of twenty-four (24) consecutive months of employment or the acquisition of tenure, such employee shall be eligible for all levels of health care coverage (medical, dental and prescription). New hires will be permitted to purchase dependent coverage at their own cost. For the purposes of this paragraph, new hires shall not include an employee who is transferred or promoted from a prior position of employment with the Board of Education and is already receiving greater health, prescription and dental coverage in which event such employee shall continue to receive the same health, prescription and dental insurance coverage which that employee had prior to his/her transfer or promotion. For the purposes of this paragraph new hires shall not include an employee who received health benefits during the 1998-1999 school year and who returned to employment with the Board pursuant to contract on or before September 1, 1999. New hires shall also not include employees returning to work full time from an approved leave of absence which leave of absence commenced when they were permanent employees of the Board; upon their return to employment, such employees shall receive the same health care coverage they had before they began their approved leave.

2. DENTAL PLAN

The Board of Education shall pay the premium or 100% of the employees and dependents (three-party plan) cost for a dental program in accordance with the provisions of the district policy. 100% P&D, 60-40 Remaining Basic, 50-50 Prosthodontics, 50-50 Orthodontics as per Board group plan, except for new hires.

NOTE: Dependents are defined to be the employee's spouse and unmarried children. Dependent children are eligible for coverage from birth until age 19 or, if the covered child is enrolled full time at an accredited school, college or university coverage may be extended to the child's 23rd birthday unless otherwise indicated

under Benefits and Program Specifications. An unmarried dependent child over the limiting age may continue to be covered if incapable of self-support because of a physical or mental handicap commencing prior to reaching the limiting age, provided a physician's certificate is submitted to NJDSP.

3. SICK LEAVE

- 3.1 All 12 month Administrators/Supervisors shall be entitled to twelve (12) sick leave days each school year.
- 3.2 All 10½ month Administrators/Supervisors shall be entitled to eleven (11) sick leave days each school year.
- 3.3 Any Administrator/Supervisor appointed from outside the district for a shorter term shall only be entitled to one (1) sick day for each month of his/her first year appointment.
- 3.4 Any Administrator/Supervisor promoted/transferred from a 10½ month position after July I will be given the appropriate number of prorated sick days and will retain their accumulated sick days.
- 3.5 Unused sick days shall be accumulated from year to year with no maximum limit.

4. TEMPORARY LEAVES OF ABSENCE

4.1 **PERSONAL REASONS**

Administrators/Supervisors shall be entitled to three (3) personal days in any school year (with full pay.) Any personal days not utilized during any school year shall accumulate to the employee's unused sick leave. Any Administrator/Supervisor appointed for a shorter term shall only be entitled to one (1) personal leave day for every 4 months for 12-month employees or one (1) personal leave day for every 3 months for 10½ month employees.

One (1) Family Illness day per year shall be granted - non-accumulative.

4.2 **DEATH IN IMMEDIATE FAMILY**

Death in immediate family including immediate in-laws. (Immediate family shall be interpreted to mean father, mother, husband, wife, brother, sister, child, grandfather, grandmother, and those related by blood or marriage permanently residing within the household of the employee.) Payroll provisions - five (5) consecutive week days, full pay in any school year.

4.3 **ABSENCES NOT COVERED**

Absences not covered by regulations. Payroll provision - no allowance - full pay deduction - prior (one <1> week) approval of Superintendent of Schools required for all contractual employees.

- 4.4 **NOTE:** Any emergency or other urgent reason beyond the provisions of the above Personal Leave Policy would necessitate the approval of the Superintendent of Schools and the Board of Education before additional days could be granted. (A court summons, necessitating a staff member to be in court through no fault of his/her own, would be an

example of an extra day beyond the three (3) which may be approved for full pay or full pay less the cost of a substitute.

5. **LEAVE OF ABSENCE**

An administrator/supervisor may take a leave of absence for a one-year period without pay. All such requests must be made sixty (60) days before the leave is to take effect and must be approved by the Superintendent and the Board of Education.

NOTE: The time limits could be waived in emergency cases.

6. **HOLIDAYS/VACATION DAYS**

6.1 All 12-month administrators/supervisors will be granted eighteen (18) regular scheduled holidays. All 10½ month administrators/supervisors will be granted seventeen (17) regularly scheduled holidays.

6.2 Twelve-month administrators/supervisors will be granted twenty-seven (27) vacation days per year with appropriate approval. Unused vacation days may be carried over for a one-year period with the approval of the Superintendent.

Effective January 1, 1995, all employees hired after January 1, 1995 will be granted the following vacation schedule:

0 - 5 years	15 days
6 - 12 years	20 days
13 - 20 years	22 days
21 and up	25 days

6.3 All 10½ month administrators/supervisors will receive seven (7) vacation days to be taken at any time during the contract year with appropriate approval. Unused vacation days may be carried over for a one-year period with the approval of the Superintendent.

7. **DUES**

The Board of Education shall reimburse all association members yearly for up to \$430 for paid dues to the professional educational association of his/her choice.

8. **CAR ALLOWANCE**

All administrators/supervisors will be reimbursed at the current I.R.S. rate per mile as submitted by voucher.

9. **WASHINGTON NATIONAL**

The administrators/supervisors will be entitled to enroll in the Plan 1, Class B, 8th day coverage group disability program. The cost of such plan will be paid for in total by the subscribing administrator/supervisor through payroll deduction.

10. **PRESCRIPTION PLAN**

Effective January 1st, 1999, the Board of Education shall provide full coverage for a prescription plan with a \$10 co-pay provision for name drugs, and \$5 co-pay provision for generic drugs, which co-pay provision shall apply to both retail and mail order drugs, through the prescription

plan that is in effect as of July 1, 1997. The employee may choose either the individual, parent and child, or family plan, except for new hires.

11. **RETIREMENT**

11.1 Any administrator/supervisor retiring on or after July 1, 1992, with 20 or more years of service in education, upon retirement in accordance with the TPAF and PERS regulations shall receive 50% of the daily rate of pay for all accumulated unused sick days to a maximum of \$22,000 for the duration of this contract.

Effective July 1, 1988, upon retirement, the administrators/supervisors of record and those employed thereafter will receive a lifetime (employee and dependent) paid coverage in the Board's prescription and dental plans in accordance with the qualifications as follows:

The administrator/supervisor must have served 25 years of creditable service in TPAF and PERS with at least 10 years in Hamilton Township.

12. **LONGEVITY**

Effective for the duration of this contract, all administrators/supervisors hired before July 1, 1999, and who have completed the listed number of years by June 30 of the preceding year in Hamilton Township shall receive the additional cumulative amounts per year as listed below:

YEARS

15	\$1,125
20	\$1,125
25	\$1,125
30	\$1,125
35	\$1,125
40	\$1,125

Administrators/supervisors covered by the 1980-83 Agreement between the Hamilton Township Board of Education and the Hamilton Township Administrators'/Supervisors' Association and who were employed as of June 30, 1982, and reemployed for the 1982-83 school year will continue to receive longevity calculated on experience and military service granted at the date of hire, in addition to Hamilton Township experience.

Any administrator/supervisor employed before June 30, 1999, will be eligible for longevity commencing at year 15 on the above schedule no later than July 1, 2009.

Effective July 1, 1999, all newly hired administrators/supervisors shall not receive longevity calculated on their prior number of years of employment in Hamilton Township, if any. For all such administrators/supervisors hired after July 1, 1999, those who have completed the following

number of years after July 1, 1999 and as of June 30th of the preceding year in Hamilton Township shall receive the additional cumulative amounts per year as listed below.

YEARS

10	\$1,125
15	\$1,125
20	\$1,125
25	\$1,125
30	\$1,125
35	\$1,125
40	\$1,125

13. SECTION 125 PLAN

Effective January 1, 1999, if any employee waives health insurance, said employee shall receive a cash payment of \$1,000.00. If any employee waives prescription insurance, said employee shall receive a cash payment of \$250.00. For the 1998-1999 school year all cash payments shall be prorated. Employees that choose the cash option must reapply each year. Proof of other coverage must be submitted with each request for the cash option.

In addition, the Board shall put in place a Section 125 plan (details included in the Section 125 Addendum). All waivers are subject to the provisions of this Addendum.

ARTICLE V

TRAINING LEVELS RECOGNIZED

It is agreed that the level of training will be a factor in the determination of administrative salaries. The cumulative figures agreed to are:

MA + 15	\$1,125
MA + 30	\$1,125
MA + 45	\$1,125
MA + 60	\$1,125
DOCTORATE	\$1,125

Credit for achieving a higher level of training will be recognized and approved by the Board of Education during the month of September, prorated and effective retroactive to September 1 for graduate credits

earned prior to September 1 and during the month of January prorated and effective February 1 for graduate credits earned prior to February 1.

Credit for achieving the next higher level of training will be recognized and approved by the Board of Education upon recommendation by the Superintendent of Schools.

ARTICLE VI

PROMOTION POLICY

A notice of vacancy in all administrative/supervisory positions shall be sent to each administrator/supervisor three (3) weeks before the final date when applications must be submitted. The notice of vacancy shall set forth the title of the position, the salary range, and deadline for application. It is understood that the Board will not change the qualification for any position unless said position is readvertised.

When serving in an acting position which is rated higher for more than two (2) weeks, the administrator/supervisor will receive the raise and benefits of that position retroactive to the day of official assignment.

Any administrator/supervisor newly appointed to an administrative/ supervisory position shall receive an increment on July 1.

Promotions within 10½ month to 10½ month or 12 month to 12 month position shall provide a minimum increase of \$1,000 and a maximum of \$2,000 in the year promoted. For an employee promoted from a 10½ month position to a 12 month position, the salary rate shall be a minimum of 10% and a maximum of 13%.

NOTE: This situation may create an off guide position placement for one year.

ARTICLE VII

BASE SALARY INFORMATION

Effective July 1, 1997, base salary rates shall be increased as follows to be distributed on mutually acceptable salary guides:

July 1, 1997 – 2.50% increase to the base will be made inclusive of increments.

July 1, 1998 – 3.00% increase to the base will be made inclusive of increments.

July 1, 1999 - 3.50% increase to the base will be made inclusive of increments.

July 1, 2000 - 3.7% increase to the base will be made inclusive of increments.

Administrators/Supervisors from outside of the Hamilton Township School System may be placed at the level determined by the Superintendent or his/her designee.

Effective June 30, 2001, no member of the Association shall move up the salary guide and/or receive an increment until a successor agreement has been signed by both the Association and the Board of Education.

ARTICLE VIII

POSITION PLACEMENT WITHIN PERCENT SCHEDULE

Percent of Base

- 100% Principals - High School
- 94% Principals - Middle School
- 90% Coordinator of Curriculum and Funded Programs
Supervisor of Student Services and Programs
- 88% Vice Principals - High School
Principals - Elementary
- 86% Vice Principals - Middle School
- 83% Vice Principals (10½ months) - High School
- 82% Child Study Services Specialist
- 81% Vice Principals (10½ months) - Middle School.
- 80% Project Supervisor (AIM)
- 77% Curriculum Supervisors (10½- months)
Athletic Directors (10½ months)
- 74% Data Processing Manager
Supervisor of Food Services
Supervisor of Maintenance
Personnel Assistant
Comptroller
- 65% Facilities Supervisor
- 60% Purchasing Agent
Supervisor of Operations
- 57% Supervisor of Transportation
Supervisor of Accounting
Supervisor of Payroll
Personnel Specialist
- 51% Testing Evaluation Specialist

ARTICLE IX

DURATION OF AGREEMENT

All benefits, privileges and procedures contained within this agreement shall be in effect for the period of time beginning July 1, 1997 to June 30, 1998 and July 1, 1998 to June 30, 2001.

In witness whereof, the Association after ratification by its membership has caused this agreement to be signed by its President and its Secretary and the Board after ratification in public meeting has caused this Agreement to be signed by its President and attested by its Secretary all on the date and year written herewith.

HAMILTON TOWNSHIP
BOARD OF EDUCATION

By:



David W. Boyer, President

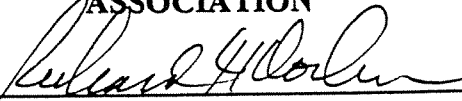
Attest:



Carol A. Chiacchio, Board Secretary

HAMILTON TOWNSHIP
ADMINISTRATOR'S/SUPERVISOR'S
ASSOCIATION

By:



Richard Klockner, President

Attest:



Ruth Mooney, Secretary

SECTION 125 ADDENDUM

1. In-Writing Requirement

Section 125 Plan must have a separate written plan document (an internal document that the employer maintains). This plan shall be available to employees.

The following information must be included:

- a) Specific description of the benefits available(as per Article 19:12)
- b) Procedures governing participant's election under the law. This election shall allow employees to choose between non-taxable health care coverage and taxable cash at the beginning of each plan year (July 1). This option will be limited only to payments made by the Board on behalf of its employees for health and prescription benefits. This plan shall not include a flexible spending option.
- c) Procedures whereby employees will continue current coverage unless they specifically request the cash option in writing with submission of proof of other coverage, prior to the beginning of each plan year (July 1) for a full year (July 1 - June 30).
- d) Procedures by which coverage, without consideration of pre-existing health conditions, will be restored within 30 days of the restoration request. Coverage will be restored only upon proof of loss of coverage. It is the employee's responsibility to notify the Board in writing if benefits are lost for any reason. Upon notification the employee shall complete an application to restore coverage.
- e) Procedures for the payment of the \$1,000.00 and the \$250.00 cash options. Reimbursements will be provided at the end of the fiscal year in June and will be prorated if benefits were reinstated at any time during the fiscal year.

2. Disclosure to Employee

a) The elements of the Section 125 written plan document must be disclosed to employees. Disclosure may be in a booklet, or other suitable form, distributed to employees referred to as a summary plan description (SPD). In addition, elements may be subject to the reporting and disclosure requirements of ERISA.

b) Under ERISA (and as a matter of common sense) information provided to participants should be "written in a manner calculated to be understood by the average plan participant ..."

c) Description of the benefits and procedures as outlined above to be followed requesting revocation of the cash option choice in the event of loss of coverage.

These are the Basic Salary Guides which reflect the regular salary placement for an administrator/supervisor recommended for an adjustment and regular increment.

There will be written evaluations completed in accordance with the guidelines as established by the Board of Education/Administrators' Evaluation Committee for all administrators.

The Board of Education reserves the right to withhold any/or all increments and/or adjustments for inefficiency of other good cause.