

AGREEMENT
BETWEEN THE
SOMERVILLE PRINCIPALS AND SUPERVISORS ASSOCIATION
AND THE
SOMERVILLE BOARD OF EDUCATION

MAY 15, 2010 - MAY 14, 2013

ARTICLE 1

RECOGNITION

Pursuant to the provisions of Chapter 123 of the Laws of 1974, the Somerville Board of Education (Board) hereby recognizes the Somerville Principals and Supervisors Association (Association) as the representative of all certified principals, assistant principals and supervisors in instructional areas (Employee) employed by the Board for the purposes of collective bargaining.

ARTICLE 2

GRIEVANCE PROCEDURE

Definition:

- A. 1. A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decision affecting an employee or group of employees. A grievance to be considered under this procedure must be initiated by the employee within thirty days of the date the employee knew or should have known

of its occurrence.

- B.
1. It is agreed that grievance proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
 2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
 3. It is agreed that all employees, including the grievant, shall, during and notwithstanding the pendency of any grievance, continue under the direction of the Superintendent and continue to observe all assignments and applicable rules and regulations of the Board until such grievance or grievances and any effect thereof shall be determined.
 4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

C. Level One:

An employee who has a grievance shall discuss it first with the Superintendent or the Superintendent's designee, in an attempt to resolve the matter informally at that level.

Level Two:

If, as the result of the informal discussion, the matter is not resolved to the satisfaction of the employee within five working days, the grievance shall be set forth in writing to the Superintendent specifying:

1. The nature of the grievance and the date of the event.

2. The solution sought.
3. The result of previous discussion.
4. Dissatisfaction with decision previously rendered.

A copy of the grievance shall be promptly forwarded to the Association by the Superintendent. The Superintendent shall communicate the decision, with reasons, to the employee within three working days of the receipt of the written grievance.

Level Three:

If the employee is not satisfied with the disposition of the grievance at Level Two, it shall be filed in writing with the Board within five working days after receipt of the decision at Level Two, or five working days after submitted in writing to the Board through the Superintendent, who shall attach all related papers and forward the grievance to the Board within three working days. The Board shall review the grievance and render a decision in writing within twenty calendar days of the receipt of the grievance by the Board. If, in the Board's judgment, a hearing is to be scheduled with the employee, such hearing shall be held within twenty working days of the receipt of the grievance by the Board, and a decision shall be rendered in writing within ten working days of the hearing.

Level Four:

If the decision of the Board does not resolve the grievance to the satisfaction of the employee and the employee wishes non-binding, advisory arbitration, as set forth hereinafter, the Board shall be notified in writing through the Superintendent within ten school days of receipt of the Board's decision. In order to process the grievance beyond Level Three, the employee must have the request for such action accompanied by the written recommendation for such action by the Association.

D. Procedure for Securing the Services of an Arbitrator:

The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to the Public Employment Relations Commission to submit a list or lists of persons qualified to function as an arbitrator for the dispute in question.
2. The prevailing Voluntary Labor Arbitration Rules of the New Jersey Board of Mediation, except as modified herein, shall apply.
3. The parties shall designate an arbitrator who shall hear all arbitrable controversies between the parties.
4. The arbitrator shall be limited to the issues submitted and shall consider nothing else. Nothing can be added to or subtracted from the Agreement between the parties or any policy of the Board. The recommendations of the arbitrator shall be advisory only. The Board, the grievant and the grievant's representative shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty days of the completion of the arbitration hearings.

E. Rights of Employees to Representation:

1. A grievant may represent himself or herself at all stages of the grievance procedure or be represented by an individual selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance at Level Two, be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings held with the employee concerning the grievance, and shall receive a copy of all decisions rendered.

F. Costs:

1. Each party shall bear the total cost incurred by itself.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and they will be shared equally.

ARTICLE 3

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, there shall be no loss in pay.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for Association meetings upon written request to the Superintendent and with the prior approval of the Superintendent.
- C. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the majority representative of the bargaining unit and to no other comparable administrator or supervisor organizations.

ARTICLE 4

CONTRACTUAL YEAR

- A. Employees employed on a twelve month basis shall be entitled to twenty-two working days vacation between July 1 and August 31. Vacation is earned at the end of a school year. No vacation days may be taken beyond July 1 and August 31 without the prior written approval of the Superintendent. Employees employed on a ten month basis shall be entitled to a pro-rated amount of vacation days.

- B. In any one year, employees may accumulate up to five unused vacation days with the written permission of the Superintendent. Any such unused vacation days shall be reimbursed by the Board at the close of that school year at the employee's per diem rate which shall be $1/225$ of the annual contractual salary for twelve month employees and $1/200$ of the annual contractual salary for ten month employees. A request to accumulate up to five unused vacation days shall be made to the Superintendent on or before June 30.
- C. The Association and its members agree not to engage in any work stoppage or job action for the duration of this Agreement.
- D. The in-school work year shall include days when pupils are in attendance, orientation days and in-service days. For ten month employees, the work year commences September 1 and concludes June 30.

ARTICLE 5

SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in the attached Salary Schedule. Salary increases become effective on July 1 of each contractual year.
- B. 1. Employees shall be paid in twenty-four equal semi-monthly installments.
2. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
3. If through reorganization/consolidation an employee's position is eliminated and the employee has tenured years of service which includes teaching in the district, the employee shall move to the appropriate step on the teacher's guide.
4. Employees shall receive the following annual rate increases payable commencing on the listed anniversary dates to coincide with the school district's fiscal year:
- | | |
|--------|------|
| 7/1/10 | 0.00 |
| 7/1/11 | 2.50 |
| 7/1/12 | 2.50 |
5. The salary of new hires shall be at the recommendation of the Superintendent and the decision of the Board of Education. New hires salary increase for 2011/2012 shall be 2.5% and for 2012/2013 shall be 2.5%.

ARTICLE 6

SICK LEAVE

- A. Employees employed by the Board on a ten month basis shall be entitled to eleven sick leave days each school year, and

employees employed on a twelve month basis shall be entitled to thirteen sick leave days each school year, prorated on a month-by-month basis each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

- B. Sick leave is defined as absence from post or duty because of personal disability due to illness or injury, or because of exclusion from school by medical authorities on account of contagious disease, or being quarantined for such a disease in the immediate household. The Board may require a physician's certificate.
- C. No sick leave days heretofore accumulated shall be eliminated, but shall remain in effect.
- D. The Board shall provide a written accounting of accumulated sick leave to each staff member prior to the opening of school in September of each year.
- E. A payment at retirement (not deferred retirement), or resignation, for unused accumulated sick leave will be made for all employees who meet all of the following criteria:
 - 1. Ten years of service in the Somerville Public School District;
 - 2. Have accumulated at least 100 sick days;
 - 3. (a) Have provided written notice to the Board of their retirement no later than sixty days preceding their retirement. Such notice shall be binding once accepted by the Board.
 - (b) However, in the event of changed circumstances, the employee may request, no later than 90 days prior to the announced date of retirement, rescission of the retirement by submitting a written notice to the Board setting forth the specific nature of the changed circumstances.
 - (c) The Board shall, in good faith, give full consideration to such request and such request shall not be arbitrarily denied. The Board shall

act on the request at its next regularly scheduled meeting after receipt of this request.

- F. Payment shall be made for all accumulated sick days at the rate established in the SEA contract.

ARTICLE 7

TEMPORARY LEAVES OF ABSENCE

- A. Twelve month employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year, not to exceed twelve days per school year, prorated on a month-by-month basis each school year. Ten month employees shall be entitled to ten days per school year.
1. Personal illness -- twelve days maximum for twelve month employees and ten days maximum for ten month employees.
 2. Critical illness in immediate family -- five days maximum. The term immediate family shall be interpreted as wife, husband, father, mother, son, daughter.
 3. Death in immediate family -- five days maximum per occurrence. The term immediate family shall be understood to include only grandfather, grandmother, father, father-in-law, mother, mother-in-law, husband, wife, child, brother, sister, brother-in-law, sister-in-law, aunt, uncle and grandchildren. Additionally, employees shall be entitled to one day maximum for a death in the non-immediate family.
 4. Two days of personal leave will be permitted annually. These days may not occur immediately before or immediately after a vacation period. Prior written approval must be received from the Superintendent. Unused personal days shall accumulate as sick days for the following year.
 5. Jury Duty - as provided by law.
 6. The Board shall pay for temporary military active duty as shall be required by law.
 7. Twelve month employees absent for any reason not heretofore specified shall be deducted at 1/225 per diem rate of the annual contractual salary. Ten month employees shall be deducted at 1/200 per diem rate of the

annual contracted salary.

8. Anything to the contrary notwithstanding, none of the above permitted absences shall exceed twelve days per year for twelve month employees and ten days per year for ten month employees in combination or alone in accordance with paragraph A above.
- B. Leave taken pursuant to Article 7, Section A shall be in addition to sick leave to which the employee is entitled, but unused days under this Section are non-accumulative. Sick leave under Article 7, Section A 1, is to be applied after all accumulated sick leave has been exhausted.

ARTICLE 8

EXTENDED LEAVES OF ABSENCE

A. Disability Leaves

1. An employee who anticipates requiring a disability leave shall notify the immediate supervisor in writing of the anticipated commencement date of the disability as soon as such date is known. The employee shall provide a physician's certificate of the anticipated disability.
 - (a) In the case of a maternity related disability, the employee shall provide, no later than sixty days prior to the anticipated delivery date, a physician's certificate of the anticipated delivery date and may notify the Board for commencement of a disability leave of up to four weeks before and after the delivery date. In the event the period of disability extends beyond that described above, the employee shall provide a physician's certificate of the extended disability.
 - (b) In the case of non-maternity related disability,

the employee shall provide a physician's certificate stating the anticipated disability and the anticipated duration of the disability.

2. In the case of an anticipated disability, such as elective surgery or predicted delivery of a child, the Board may regulate the commencement and/or termination dates of the disability leave within the parameters of the law when failure to do so would cause interruption to the continuity of student instruction. Any such involuntary leave so imposed will immediately precede or follow the period of the requested disability leave and shall be without pay, but the employee shall not be denied other contractual and statutory benefits, including payment of insurance premiums for the involuntary as well as voluntary period of the disability leave.
3. Any employee anticipating a disability leave may apply for, in accordance with Article 8, Section A 1, a leave of absence in which:
 - (a) the employee utilizes sick leave and vacation time actually earned or accrued through the commencement of the leave; or
 - (b) the employee has insufficient accrued sick leave and vacation time, or elects not to utilize it, in which case the employee shall be entitled to an unpaid leave of absence for the period of the disability during which sick leave or vacation time is not utilized, provided that the employee submits to the Superintendent the certification required under Article 8, Section A 1.
4. An employee on paid disability leave shall be entitled to all Board provided insurance benefits during the period of actual disability. An employee on unpaid disability leave shall be entitled to all Board provided insurance benefits for a period of up to three months during the period of leave as per New Jersey Division of Pension regulations.

5. In the case of unpaid disability leave under Article 8, Section 3 (b), in order to insure the employee's continued health benefits coverage and subsequent right to purchase credit for the leave of absence in excess of three months for pension purposes, an employee on unpaid leave of absence for disability purposes shall provide a physician's certificate as to the illness or disability for the period in excess of three months leave of absence. The certificate shall be provided by the employee to the Superintendent before the 90th day of the unpaid leave of absence. The employee shall comply with any additional requirements of the insurance carrier or of the State of New Jersey (regarding pension and insurance) in order to continue coverage.
6. Extensions of disability leaves shall be granted if the employee provides a physician's certificate as to the duration for the additional period of disability. In case of a non-tenured employee, the unpaid leave of absence shall not extend beyond the employee's current contract.

The Board may require, by a physician of its choice, a second examination to verify the need for an extension of the disability leave. In that event, the Board will assume the cost of the examination.
7. "Maternity disability" as used in this article shall mean the illness or disability of the woman employee as a result of the pregnancy or delivery of the child. "Child care" is leave other than maternity disability and is treated as personal leave of absence under Article 8, Section C.
8. An employee granted a paid disability leave shall, upon resuming regular duties, be eligible for the same salary they would have received had the employee successfully completed the school year in which the leave was granted. Employees on unpaid disability leave must have worked at least one-half of the scheduled work year in which the leave was granted in order to receive credit on the salary schedule upon return.

9. For the purpose of adopting a minor child, an employee may request, in writing, a leave of absence not to exceed eight weeks. This leave is equivalent to the total time allowed for a maternity disability leave. The employee has the option of requesting an unpaid leave of absence or utilizing any available accumulated sick leave or accumulated vacation time. A leave of absence for the purpose of adopting a minor child is in addition to child care leaves pursuant to Article 8, Sections B and C below.

B. Child Care Leaves

1. A tenured employee, or an employee on a fourth consecutive employment contract, is entitled to an unpaid leave of absence for the purpose of child care. Such leave may extend to the end of the school year in which the leave commences and may additionally extend through June 30 of the following school year. The employee is not entitled to piggy-back one child care leave upon another without a return to work for a minimum of one school year in between leaves.
2. A non-tenured employee, or an employee with less than four consecutive employment contracts within the district, is entitled to an unpaid leave of absence for the purpose of child care, but such leave shall not extend beyond the employee's current contract.
3. In the event both parents of a child are employed by the district, only one parent at a time shall be entitled to leave as set forth in Sections 1 and 2 above.
4. Requests for child care leave shall be submitted to the Superintendent, for Board action, at least sixty days before the proposed commencement of the leave. Child care leaves shall commence either at the end of disability leave in the case of a natural mother, at the receipt of de facto custody in the case of an adoptive parent, or at the beginning of a semester in the case of a natural father who is a supervisor. All child care leaves granted shall terminate at the end of a semester. Requests for child care leave shall specify the

anticipated commencement and termination dates of the proposed leave.

5. An employee granted a child care leave shall indicate to the Board in writing the employee's intent to return to duty by March 1, if returning the following year, or by October 1, if returning in the second semester. Failure to do so will be construed as a decision not to return, and employment will be declared at an end on that date.

C. Additional Leaves

Additional leaves without pay may be granted by the Board for good reason with the recommendation of the Superintendent and approval of the Board. Intention to return from such additional leaves will be as specified for child care leave in Article 8, Section B 5 above.

- D. While on unpaid leave, employees shall not accumulate sick leave or other benefits except as expressly provided in this Agreement. Employees on an unpaid leave pursuant to section B and C of this article shall be entitled to:
 1. Medical insurance coverage, subject to the rules and regulations of the insurance carrier.
 2. All benefits to which an employee was entitled at the time the leave of absence commenced, including accumulated sick leave, shall be returned to the employee upon return.
 3. Provided that the employee worked at least one-half of the scheduled work year in which the leave was granted, an employee returning from extended leave shall be eligible for the same salary that would have been received had the employee completed the school year in which the leave was granted.

ARTICLE 9

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. The Board agrees to the following during the life of the contract:

1. The Board will provide tuition reimbursement for graduate courses approved in advance, prior to registration, by the Superintendent. All courses must be related to the employment responsibility of the individual. The maximum rate of reimbursement shall be equal to the Rutgers School of Education Instate tuition rate for graduate credits or full reimbursement for the actual cost of the course if less. The maximum numbers of credits eligible for reimbursement will be three (3) per school year for the first year of employment. The maximum number of credits eligible for reimbursement after the first year is nine (9) per school year. Reimbursement will be made upon receipt of a copy of the course transcript, and the bursar's receipt for the cost of the course. All courses must be successfully completed to receive reimbursement.
2. There will be no tuition reimbursement while on unpaid leave of absence.

ARTICLE 10

GRANTSMANSHIP MERIT INCENTIVE

A. The Board and the Association agree that it is desirable to seek and apply for available grants from governmental and private sources to enhance the educational environment at the Somerville Public Schools. Any employee, through his or her own initiative, who obtains a grant or combination of grants shall be entitled to apply for a merit stipend in the amount of ten percent (10%) of the grant amount, it being understood that no stipend shall exceed \$5,000.00. An eligibility determination as to whether a grant or combination of grants qualifies for a merit stipend lies within the sole discretion of the Superintendent which shall not be grievable or arbitrable. For example, it is not the intent of this article to render eligible those grants and funds such as federal and

state grants, government aid from any source, etc. Application for any such grant(s) and merit stipend must receive the prior written approval of the Superintendent and Board of Education. A grant(s) may be monetary or equivalent services, materials, supplies and/or equipment. In order to qualify for a merit stipend, such grant(s) must be \$10,000.00 or more. Any monies contributed by the district shall not be included in the \$10,000.00 threshold amount. No employee may qualify for more than one merit stipend in any one school year. In the event a qualifying grant(s) is obtained by more than one employee, the merit stipend shall be equitably divided. It is understood that any merit stipend is not salary and shall not be included for purposes of calculating future salary increases.

ARTICLE 11

INSURANCE PROTECTION

- A. The Board agrees that for the duration of this contract, it will provide individual health care insurance coverage and one hundred percent (100%) coverage for multiple contract (family, parent and child, husband and wife) based on present rates through the New Jersey Public and School Employees Health Benefits Program, or a comparable program, which shall include:
- (1) Blue Cross
 - (2) Blue Shield
 - (3) Major Medical
 - (4) Rider J
- B. Employees who retire or resign from the system should make arrangements for continued coverage to be effective upon their employment termination date.
- C. The Board shall request the carrier to provide to each employee a description of the health-care insurance coverage provided under this Article, which shall include a clear description of conditions and limits of coverage as listed above.

- D. The Board agrees that for the life of this contract it will provide a family prescription plan with provisions and coverage equivalent to the \$3.00/\$6.00 co-pay program of PCS prescription plan provided during the previous Agreement.
- E. The Board agrees that for the life of this Agreement it will provide a family dental plan for all employees with coverage equivalent to the 100/70/50 Program of the New Jersey Dental Plan provided during the previous Agreement.
- F. The Board shall give written notification at the time of hiring to all new employees that the responsibility for insurance coverage during the period preceding eligibility for the above insurance benefits rests with the employee.
- G. The Board shall provide \$50.00 toward the annual premium for an Income Protection plan for each enrolled employee.
- H. The employee may opt for greater coverage at his or her own expense if available from the carrier.
- I. Any employee who waives medical insurance coverage will receive a \$1,000.00 payment for each year coverage is waived.

ARTICLE 12

PROFESSIONAL ORGANIZATIONS

The Board will contribute the sum of \$1,250.00 annually for the benefit of the employee for dues for professional organizations.

ARTICLE 13


DURATION OF AGREEMENT

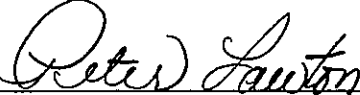
This Agreement shall be effective as of May 15, 2010 and shall continue in effect until May 14, 2013, subject to the Association's right to negotiate a successor Agreement in accordance with Chapter 123, Public Laws of 1974. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the Association has caused this Agreement to be signed, and the Board has caused this Agreement to be signed, on the 11th day of May, 2010, effective May 15, 2010.

SOMERVILLE PRINCIPALS AND
SUPERVISORS ASSOCIATION

SOMERVILLE BOARD OF
EDUCATION

By: 
Timothy O'Halloran, President

By: 
Peter Lawton, President

LONGEVITY

For those employees who have been continuous Somerville school district employees, the following longevity amounts shall apply:


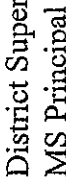

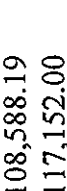
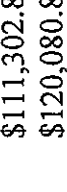

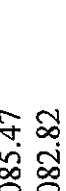



20 years	\$1,000.00
25 years	1,400.00
30 years	1,800.00

It is understood that a longevity payment shall be made only on the anniversary date of employment and not each year.

SIDE BAR AGREEMENT

In the event negotiations between the Board and the Somerville Education Association for a successor agreement to the one currently in place results in a modification of the level of insurance protection, such modification shall become a term and condition of this Collective Bargaining Agreement.

**SOMERVILLE PRINCIPALS AND SUPERVISORS ASSOCIATION
2010-2013 SALARY GUIDE**

	<u>2010/11</u>	<u>2011/12</u>	<u>2012/13</u>
 District Supervisor	\$108,588.19	\$111,302.89	\$114,085.47
 MS Principal	\$117,152.00	\$120,080.80	\$123,082.82
 HS Supervisor	\$94,140.00	\$96,493.50	\$98,905.84
 HS Asst Principal	\$113,842.46	\$116,688.52	\$119,605.73
 HS Asst Principal	\$113,842.46	\$116,688.52	\$119,605.73
 Elementary Principal	\$120,410.29	\$123,420.55	\$126,506.06
 District Supervisor	\$108,588.19	\$111,302.89	\$114,085.47
 HS Principal	\$158,722.66	\$162,690.72	\$166,757.99
 Elem. Asst Principal	\$82,000.00	\$84,050.00	\$86,151.25
 MS Asst Principal	\$88,910.00	\$91,132.75	\$93,411.07

Note: The salary of new hires shall be at the recommendation of the Superintendent and the decision of the Board of Education. New hires salary increase for 2011/2012 shall be 2.5% and for 2012/2013 shall be 2.5%.