

Carteret Board of Education

791

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MARK RESNICK
BUSINESS ADMINISTRATOR
BOARD SECRETARY

JANET SANTORO
VICE PRESIDENT

MEMORANDUM OF AGREEMENT

BETWEEN

CARTERET ADMINISTRATORS ASSOCIATION
and
CARTERET BOARD OF EDUCATION

WHEREAS, THE Negotiating Committees of the Carteret Administrators Association ("CAA") and the Carteret Board of Education ("BOARD") have agreed upon the terms and conditions of employment for a successor collective bargaining agreement to govern the 1994/95 and 1995/96 school years; and

WHEREAS, the agreement of the Negotiating Committees of the CAA and the BOARD must be submitted to and approved by the CAA and the BOARD.

NOW, THEREFORE, the parties agree as follows:

1. Effective July 1, 1994, salaries shall be increased two (2%) percent.
2. Effective July 1, 1995, salaries shall be increased three and one-quarter (3 $\frac{1}{4}$) percent.
3. Prescription drug benefit will remain unchanged during the 1994/95 and 1995/96 school years.
4. Effective July 1, 1995 the comprehensive major medical deductible shall be increased to \$200/400 for all bargaining group employees.
5. All bargaining group employees employed on and after July 1, 1995 will be subject to BOARD policy limitations.
6. Effective July 1, 1995, the dental benefit deductible shall be increased to \$50/150.
7. Effective July 1, 1995, unused personal days shall not accrue as sick days. Further, consecutive personal days can be taken only if pre-approved in writing by the Superintendent or the Assistant Superintendent of Schools.
8. Upon retirement under the TP&AF, administrators will receive a net present value of one (1) day's pay for every three (3) sick days accumulated through June 30, 1995 (severance at ten (10%) percent of 1994/95 salary). Each unused sick day accruing on and after July 1, 1995 will be compensated upon TP&AF retirement at the following per diem rate:

\$55/day for Department Heads;

\$70/day for Vice Principals, Directors and Supervisors;

\$85/day for Elementary Principals and High School Principal;

Administrators hired on and after July 1, 1995 subject to BOARD limitation.

The foregoing shall be subject to any legislative "cap" enacted limiting the total amount or dollar value of accumulated sick day benefit payments.

Any sick day used on and after July 1, 1995 will be deducted from accumulated days.

9. The terms and conditions of employment shall remain fixed for the 1996/97 school year except for salaries, which shall be subject to negotiations. Such "re-opener" negotiations shall be strictly limited to salaries.

10. This agreement is contingent upon and subject to ratification by the membership of the CAA and the ratification of the BOARD.

IN WITNESS WHEREOF, the parties have set their hands on the date(s) shown.

CARTERET ADMINISTRATORS ASSOCIATION
NEGOTIATING COMMITTEE

Date: 4/25/95
Date: _____
Date: _____
Date: _____
Date: _____

By: [Signature]
By: [Signature]
By: _____
By: _____
By: _____

CARTERET BOARD OF EDUCATION
NEGOTIATING COMMITTEE

Date: 4/25/95
Date: _____
Date: _____
Date: _____

By: [Signature]
By: [Signature]
By: [Signature]
By: _____

TENTATIVE AGREEMENT BETWEEN
CAA AND THE BOARD OF EDUCATION

1. 2 year contract
2. 2% first year, 3.25% second year
3. Prescription plan remains the same \$1.00
4. Medical deductible \$200/\$400 same as CEA
Dental deductible \$50/\$150 same as CEA
5. Upon retirement each administrator receives Net Personal Value of accrued accumulated sick days at 1/3 of daily pay rate per plus severance pay (10% of the 94-95 salary).
All new hired personnel, after 7/1/95 will not receive the above.

As of 7/1/95 all administrators will receive credit for accumulated sick days at the following rates:*

\$55.00 for Department Heads
\$70.00 for VP/Directors/Supervisors
\$85.00 for Principals

Personal days will no longer accumulate as sick days, but may be taken any time and consecutively with approval from the Superintendent.

6. Benefits for health coverage will be contingent on CEA negotiations as of 7/1/96.
7. All other terms of the contract remain the same.

*Rates are in effect subject to CEA agreement for 1996-97. If that agreement does not include a reduction in teachers benefit for accumulated sick leave, CAA lowest rate will be raised to equal teachers rate with differential scale in effect. If teachers rate is reduced in 1996-96, CAA rate remains as above.

MEMORANDUM OF UNDERSTANDING

The Negotiations Committee of the CARTERET ADMINISTRATORS ASSOCIATION, hereinafter referred to as the "Association", and the Negotiations Committee of the CARTERET BOARD OF EDUCATION, hereinafter referred to as the "Board", have reached certain agreements subject to ratification by the Board and the Association. A written contract outlining the terms and conditions of employment has been developed and is subject to review and approval by members of the Carteret Administrators Association and Carteret Board of Education. Pertinent components of this agreement include:

I. Representation Fee

II. Health Care Insurance

III. Pharmaceutical and Dental Retirement Benefit

IV. Retirement Severance Pay

V. Funeral Leave

VI. Salary

VII. Duration of Agreement: This agreement shall be effective July 1, 1991 and shall continue until June 30, 1994.

CARTERET ADMINISTRATORS
ASSOCIATION

BY: Louis Longo
PRESIDENT

WITNESSED
BY: Joseph Torre
VICE PRESIDENT

BOARD OF EDUCATION OF THE
BOROUGH OF CARTERET

BY: Ronald P. Pusillo
PRESIDENT

WITNESSED
BY: James Walsh
VICE PRESIDENT

ATTESTED TO
BY: Mark Lonich
BOARD SEC/BUSINESS ADM.

I. REPRESENTATION FEE

Representation fee to be paid by non members of C.A.A. and P.S.A. will be 85% of the P.S.A. and C.A.A. total dues.

II. HEALTH CARE INSURANCE

Delete cost of plan for 1st, 2nd and 3rd year. Full coverage for administrators commencing with first contract.

III. RETIREMENT BENEFIT

The Board will pay full pharmaceutical and dental insurance according to Schedule C and Schedule D of the C.A.A. contract.

IV. RETIREMENT SEVERANCE PAY

All administrators shall upon TPA&F retirement receive 1 day's pay for every 3 sick days accumulated, plus 10% of final salary to be paid as follows:

1/3 within 30 days after retirement
1/3 1 year anniversary of retirement
1/3 2 year anniversary of retirement

The daily rate of pay shall be determined by utilizing the following rate:

10 month employee 1/200
10½ month employee 1/210

In the event of the death of said retiree, all monies will be payable to the legal beneficiary(ies) as per schedule unless financial hardship exists. Upon request of the estate, payment will be made in full within 30 days.

V. FUNERAL LEAVE

Change calendar days to work days
Change "shall" to "will".

VI. SALARY SCHEDULE

See attachment.

CARTERET ADMINISTRATORS' ASSOCIATION

AGREEMENT

July 1, 1987 - June 30, 1991

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PREAMBLE

This Agreement is entered into this day of , 198 , by and between the **Board of Education** of the Borough of Carteret, hereinafter referred to as the "Board", and the **Carteret Administrators' Association**, hereinafter referred to as the "Association".

ARTICLE I

RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for all matters for the following full time administrative personnel:

Principals

Vice Principals

Director of Athletics

Department Supervisors

Library Supervisor

Director of Guidance

Director of Speech and Hearing

Director of Special Services

Supervisor of Basic Skills

Psychologist

L.D.T.C./Supervisor

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. PROCEDURE

The parties agree to enter into collective negotiations over a successor Agreement in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment of all supervisory employees.

B. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. PENDENCY OF A SUCCESSOR AGREEMENT

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated in **ARTICLE XVII**, unless a successor Agreement is incomplete or otherwise not agreed upon, in which case this Agreement shall be extended and controlling.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The Board agrees to make available for inspection and examination to the Association, in response to reasonable requests from time to time, all available public information concerning the educational programs and financial resources of the district. *

B. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings.

C. USE OF SCHOOL EQUIPMENT

The Association shall have the right to use school-owned facilities and equipment.

D. MAIL FACILITIES AND MAIL BOXES

The Association shall have the right to use the school mail boxes in each building. The materials placed in such boxes shall be clearly identified as Association material.

E. EXCLUSIVE RIGHTS

The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the administrative employees, and to no other representative organizations.

F. MUTUALLY SCHEDULED PROCEEDINGS

Whenever an administrative representative of the Association and the Board mutually schedule participation during working hours in negotiations or other matters, the Association representative shall suffer no loss of pay.

ARTICLE IV

BOARD RIGHTS

A. RIGHTS, POWERS, AND DUTIES

The Board may not, by agreement or through arbitration, delegate powers and responsibilities which, by law, are imposed upon and lodged with the Board. Any contract must include and therefore be subject to the New Jersey school laws and all other applicable laws and regulations.

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, and 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:

1. To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
3. To establish grades and courses 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;
4. To determine the duties, responsibilities, and assignments of administrators with respect thereto and the terms and conditions of employment.

B. LIMITATIONS

The exercise of the foregoing powers, rights, 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 the 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 the New Jersey school laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV Continued

C. PROFESSIONAL RELATIONSHIPS

The parties further acknowledge that this Agreement has been negotiated with the objective of setting forth mutual rights, obligations and responsibilities. The parties further agree that in all aspects of their relationships they shall comply with all appropriate laws and recognized standards of professional conduct and professional relationships. There shall be no discrimination by the Board against any officer of the Association for any legal activity in carrying out that office.

D. RESOLUTION OF DISPUTES

The Board acknowledges that it shall fully comply with all the obligations and responsibilities imposed upon it by this Agreement and shall take no action nor conduct any activities which shall impair the operation of this Agreement.

A R T I C L E V

EMPLOYMENT PROCEDURES

A. PLACEMENT ON SALARY SCHEDULE

Each administrator shall be placed on the proper step of the salary schedule. Any administrator employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. NOTICE OF CONTRACT

All administrators shall be notified of their contract and salary status, if available for the ensuing year, no later than April 30.

C. NOTICE OF ASSIGNMENT

The Board shall, to the extent possible, prior to the close of school in June, notify an administrative staff member of his/her building(s) assignment for the next school year. Such notification shall confer no vested interest in such assignment nor shall it any way restrict or limit the Board from exercising managerial prerogatives relative to transfers.

D. TENURE

Tenure rights shall be acquired for all administrators after two years of service and the commencement of the third appointment.

ARTICLE VI

PROMOTION AND VACANCIES

A. VACANCIES

The Superintendent shall provide written notice of vacancies for all administrative positions to the President of the Association or designees.

ARTICLE VII

EVALUATION

A. GENERAL CRITERIA

The primary purpose of an evaluation process for school administrators is to improve the instructional program in the district and to foster professional growth of the individual administrator. If successful, this program improvement can be translated into increased learning opportunities for the children enrolled in the Carteret Public Schools.

B. PROCEDURE

Evaluation is an on-going process. At the beginning of the school year (no later than October 1 for ten-month employees and September 1 for eleven or twelve-month employees), a conference between the administrator and his or her evaluator will be conducted, the purpose being to establish specific short-term goals for the year in terms of performance expected. Progress and achievement of goals will be monitored.

In March the administrator will conduct a self-evaluation of his or her achievements and performance for the evaluation period.

Evaluation reports shall, where weaknesses are noted, include suggestions for measures the administrator may take to improve his or her performance.

Upon completion of the evaluation, a copy of the report will be given to the administrator and a second copy forwarded to the Superintendent for review and inclusion in the administrator's personnel file.

C. PERSONNEL RECORDS

1. File

Administrators shall have the right, upon request, to review the contents of their personnel file and to receive copies at their own expense of any documents contained therein, and shall be entitled to have a representative of the Association accompany them during the review.

2. Derogatory Material

No material derogatory to an administrator's conduct, service, character or personality shall be placed in the administrator's personnel file unless

ARTICLE VII Continued

the administrator has had an opportunity to review the material. Administrators shall acknowledge that they have had the opportunity to review such material by affixing their signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Administrators shall also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the administrator's inspection.

4. Termination of Employment

Final evaluation of an administrator upon termination of employment shall be concluded prior to severance and no documents and/or materials shall be placed in the personnel file of such administrator after severance or otherwise than in accordance with the procedure set forth in this **ARTICLE**.

ARTICLE VIII

SABBATICAL LEAVE

A. SABBATICAL LEAVE

On the recommendation of the Superintendent, the Board may permit members of the administrative staff to take a Sabbatical Leave for the purpose of self-improvement and benefit to the school system through full-time study in the field of administration.

Such leaves shall be based on the semester calendar of the Carteret School System and may not exceed two (2) successive semesters.

Request for Sabbatical Leave must be received by the Superintendent no later than December 1, and action shall be taken on such request no later than April 1 of the school year preceding the school year for which the Sabbatical Leave is requested.

To be eligible for such leave, the administrator must have completed at least seven (7) full consecutive school years of service in the Carteret School District. An administrator may receive only one (1) Sabbatical Leave (either one semester or two successive semesters) during the administrator's employment.

An administrator on Sabbatical Leave shall be paid fifty (50%) percent of the salary rate which the administrator would have received if the administrator remained on active duty. However, such salary shall be reduced by any figure which, when added to any stipend, grant, earnings or other remuneration that may be received from any source, would exceed the administrator's regular salary during such period of absence.

Upon return from Sabbatical Leave, an administrator shall be placed on the salary schedule at the level which the administrator would have achieved had the administrator remained actively employed in the system during the period of absence.

A R T I C L E I X

DEDUCTION FROM SALARY

A. ASSOCIATIONAL PAYROLL DUES DEDUCTION

The Board agrees to deduct, from the salaries of its administrators, association dues.

B. CERTIFICATION OF DUES

The administrative associations shall certify to the Board, in writing, by September 1 of each year, the current rate of its membership dues.

C. ADDITIONAL AUTHORIZATIONS

Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

D. PROCEDURE FOR WITHDRAWAL

The filing of notice of an administrator's withdrawal shall be prior to July 1 or January 1 and becomes effective to halt deductions as of the respective July 1 or January 1 next succeeding the date on which notice of withdrawal is filed.

A R T I C L E X

HEALTH CARE

A. HEALTH CARE INSURANCE

1. The Board shall contribute towards the costs of the health care insurance for all administrative employees in accordance with the following formula:
 - (a) Individuals enrolled in the health care insurance plan for the first year--Board to pay 50% of the cost;
 - (b) Individuals enrolled in the health care insurance plan for the second year--Board to pay 50% of the cost;
 - (c) Individuals enrolled in the health care insurance plan for the third year--Board to pay 75% of the cost;
 - (d) Individuals enrolled in the health care insurance plan for the fourth year--Board to pay 100% of the cost.
2. The coverage shall be in accordance with the terms of the Master Policy and shall include major medical coverage of one million (\$1,000,000.00) dollars and a medical deductible of one hundred (\$100.00) dollars.

ARTICLE X Continued

B. PHARMACEUTICAL INSURANCE

The Board, during the term of this Agreement, shall obtain and pay for a pharmaceutical insurance plan in accordance with the terms and provisions of the plan issued by the Connecticut General Insurance Company.

C. DENTAL INSURANCE

The Board shall during the term of the within Agreement obtain and pay for a dental insurance plan as issued by the Connecticut General Insurance Company.

D. MEDICAL REMIMBURSEMENT

The Board will provide the necessary forms for medical reimbursement as well as an instruction sheet. Administrators shall then submit such forms directly to the medical insurance carrier. All requirements relating to the completeness and/or correctness of the forms shall be the sole responsibility of the employee. The Board Business Office will not become involved in any manner at any stage of the processing of such forms.

E. RETIREEES

1. The Board agrees to assume the cost of health care insurance for all administrators who retire under the provisions of Teachers Pension and Annuity Fund (55-65).
2. The Board agrees to provide full supplemental coverage to those under Medicare from age 65 and over.
3. In the event of the death of the employee, coverage will be provided to his/her spouse.

F. LIFE INSURANCE

The Board of Education shall provide a term life insurance policy (John Hancock) in the amount of \$10,000 for each member of the Administrators Association. Upon retirement, said policy to be paid by the Board of Education until age 72.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

A. ILLNESS IN IMMEDIATE FAMILY

An extended leave of absence without pay of up to one (1) year may be granted to an administrator for the purpose of caring for a sick member of the administrator's immediate family. For the purpose of this Section, immediate family shall be defined as spouse, child, or parent.

B. MILITARY LEAVE

Military leave without pay shall be granted to any administrative employee who is inducted into or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

C. RETURN FROM LEAVE

1. Salary

Upon return from leave granted pursuant to Section B of this ARTICLE, an employee shall be considered as if the employee were actively employed by the Board during the leave and shall be placed on the salary schedule at the level the employee would have achieved if the employee had not been absent.

2. Benefits

All benefits which an employee had accrued at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon the employee's return and the employee shall be assigned to a position which the employee held at the time said leave commenced.

3. Return to Former Position

All extended leaves of absence (including sabbatical and military) are made from the Carteret Public School System and not from a specific position therein, except by permission of the Board. No salary increments are earned on leave, other than military or sabbatical.

ARTICLE XI Continued

4. Other Employment

No leave of absence shall be granted for employment in another business or occupation. Any administrative employee on leave of absence who engages in their employment or self-employment, whether full-time or part-time, without written consent of the Board, shall be deemed to have voluntarily terminated their employment.

D. EXTENSIONS AND RENEWALS

All extensions and renewals of leaves shall be applied for in writing and may be granted by the Board pursuant to statute.

A R T I C L E X I I

PROFESSIONAL DEVELOPMENT

A. GRADUATE ASSISTANCE PROGRAM

A Graduate Assistance Program will be available for administrators who are full-time staff members and who have been employed by the Carteret Public Schools for more than one (1) year.

The administrator must complete two (2) copies of the application form and submit them to the designated office for review and approval by the Superintendent.

Applications must be made by October 15 for the fall semester, by March 1 for the spring semester, and by June 30 for the summer semester.

To be approved, the course must benefit both the administrator and the Carteret School System.

A grade of "C" or better must be achieved for reimbursement purposes and the courses must be taken in an accredited college or university. Courses cannot be repeated at the expense of the Carteret Board of Education.

The administrator will submit to the appropriate office evidence of successful completion of the course and the grade achieved within one (1) month after completion of the course.

Checks will be distributed after a record of the grades has been received.

B. PROFESSIONAL CONFERENCES

A two hundred (\$200.00) dollar stipend per administrator per year is available for attendance at professional conferences.

ARTICLE XIII

GRIEVANCE PROCEDURE

A. DEFINITIONS

For the purposes of this Agreement the term "grievance" for levels one through four, hereinafter referred to as a Category I grievance, shall be defined as follows:

A "grievance" is a claim by an employee of the Association based upon the interpretation or application of policies and practices affecting an employee or a group of employees.

With respect to the level of binding arbitration, hereinafter referred to as a Category II grievance, the definition shall be strictly limited as follows:

The term "grievance" is defined as a complaint by any of the covered employees based upon an alleged violation of or violation from the provisions of this Agreement, or the interpretation or application thereof.

In both Category I and Category II, the term "grievance" shall not be deemed applicable in the following instances:

1. The failure or refusal of the Board to renew a contract of a non-tenure employee;
2. In matters where a method of review is prescribed by law, or by any rule, regulation, or by law of the State Commissioner of Education or the State Board of Education;
3. In matters where the Board is without authority to act;
4. In matters involving the sole and unlimited discretion of the Board;
5. 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 prescribed under provisions of State Law.

The term "representative" shall mean the person authorized or designated by the Association or by the Board to act on its or their behalf and to represent it or them. The term "aggrieved employee" or "aggrieved" shall mean any employee, group of employees or the Association.

The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible to under the Table of Organization prevailing in this School District.

ARTICLE XIII Continued

The term "party" means an aggrieved, the aggrieved's 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.

B. PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after the aggrieved would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period, shall be deemed to constitute an abandonment of the grievance.

An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

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. The time limit specified may, however, be extended by mutual agreement.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

Level 1

An employee with a grievance shall first discuss it with the immediate superior with the objective of resolving the matter informally. The immediate superior shall render an informal decision within ten (10) school days after the initial discussion. If the complainant is the Association, initial discussion shall be at the level of the Superintendent.

If, as a result of the informal discussion, the aggrieved is not satisfied with the disposition of the grievance, the aggrieved may formally file the grievance in writing with the superior within twenty (20) school days after the discussion at Level 1. The grievance in writing to the superior shall specify (a) the nature of the grievance, (b) whether it is claimed to be a Category I or Category II grievance, (c) the nature and extent of the injury, loss or inconvenience, and (d) the result of the previous discussions. The superior may, within ten (10) school days after receipt of the grievance, hold a hearing with the aggrieved and a representative of the Association. The written decision of the superior shall be delivered within ten (10) school days after the hearing, or if no hearing is held within twenty (20) school days after receipt of the grievance.

ARTICLE XIII Continued

Level 3

If the aggrieved person is not satisfied with the disposition of the grievance at Level 2, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the superior, the aggrieved may submit the grievance to the Association's Grievance Committee within five (5) school days after the written decision at Level 2, or twenty-five (25) school days after the grievance was delivered to the superior. Should the Association's Grievance Committee deem the grievance to be valid and meritorious, the chairperson of the said committee shall, within five (5) school days after receiving the grievance, submit it to the Superintendent or the Superintendent's designee.

Within ten (10) school days after receipt of the grievance, the Superintendent or the Superintendent's designee may confer jointly or severally with the parties involved and shall, within ten (10) school days after such conferences, submit the written decision to the aggrieved and the Association's Grievance Committee, or if no conference is held, the Superintendent or Superintendent's designee shall issue a written decision within twenty (20) school days after receipt of the grievance.

Level 4

In the event the aggrieved is not satisfied with the determination of the grievance by the Superintendent, the aggrieved may request the Association's Grievance Committee to submit the grievance to the Board or to a committee designated by the Board. The grievance shall be submitted to the Board by the committee within fifteen (15) days after receipt of the decision of the Superintendent. The grievance shall set forth the elements contained in Level 2 together with all other prior decisions. If the aggrieved does not request a hearing, the Board may consider the appeal of the written record submitted to it, or the Board may on its own conduct a hearing, or it may request the submission of additional material. Where the aggrieved requests a hearing in writing, a hearing shall be held in a public session.

The Board shall make a determination within thirty (30) school days of the receipt of the grievance and shall, in writing, notify the aggrieved and the Association's Grievance Committee and the superior and Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

ARTICLE XIII Continued

Level 5

In the event an aggrieved is dissatisfied with the determination of the Board, the aggrieved may request the Association's Grievance Committee, provided the grievance is a Category II grievance, to submit a formal demand for binding arbitration in accordance with the procedure hereinafter set forth. A request for such binding arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within the said time shall constitute a bar to such arbitration unless the parties have extended the time by mutual agreement. In the event that the matter of whether the grievance is a Category II grievance so as to proceed to binding arbitration is at issue between the parties, jurisdiction to resolve the issue rests solely with the arbitrator (to be designated and agreed upon by the Board and by the Association).

The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly. The arbitrator shall issue the decision not later than twenty (20) days from the date of the closing of the hearing unless the time shall be extended by mutual consent. The arbitrator's decision shall be in writing. The arbitrator shall be without power or authority to make any decision which requires the commission of an act which is prohibited by the New Jersey Constitution or State Law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board, the aggrieved, and the Association, and shall be binding upon the parties. The cost of the services of the arbitrator, including per diem expenses, if any, shall be borne equally by the Board and the Association.

5. **Authority of Arbitrator**

The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from the agreement between the parties. The arbitrator shall not be governed by legal rules of evidence, but may receive any logical evidence which the arbitrator may deem to have probative value. The decision of the arbitrator shall be final and binding upon the Board and the Association.

6. **Arbitrability**

In the event the question of arbitrability of the grievance is raised between the parties, the matter shall be promptly determined by the arbitrator.

ARTICLE XIII Continued

7. Rights of Employees to Representation

(a) Employees Represented by the Association

Any aggrieved employee or employees may be represented at all stages of the grievance procedure individually or by a representative selected or approved by the Association.

(b) Employees Not Represented by the Association

When an employee or employees are not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at Level 2 be notified that the grievance is in process, has the right to be present and state its position in writing at all meetings held with the employee and shall receive a copy of all decisions.

8. Forms

Forms for filing grievances, serving notices, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

9. Group Grievances

If in the judgment of the Association's Grievance Committee a grievance is collective, and the Superintendent agrees that it is collective, the Association's Grievance Committee may submit such grievance in writing to the Superintendent directly, and the processing of such grievance shall be commenced at Level 3. At least one employee's signature shall be affixed to a collective grievance.

10. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this **ARTICLE**.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

The Association and the Board agree that optimum conditions require regular attendance and that effective and efficient performance of all the functions involved in school operation likewise depend upon regular attendance of all employees. The following provisions are provided as safeguards against certain of the vicissitudes of life, and hence are a measure of security contributing to the peace of mind of all concerned. The Association agrees to cooperate with the Board in encouraging all employees to recognize and utilize these provisions only for this purpose, and also to assist the Board in discouraging any abuses of these benefits.

A. PERSONAL ILLNESS OR INJURY

Personal illness or injury are defined as absence because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease or quarantine for such disease in the immediate household.

1. Each ten (10) month employee of the Board shall be entitled to ten (10) days absence each year for personal illness. Such sick days not utilized in a particular year shall be accumulated without limit.
2. Each ten and one-half (10½) month employee of the Board shall be entitled to eleven (11) days absence each year for personal illness. Such sick days not utilized in a particular year shall be accumulated without limit.
3. In the event an employee has exhausted the annual sick leave, or if in addition to annual sick leave, accumulated sick leave has also been exhausted, extended sick leave may be granted. Such additional leave may be immediately granted in the event it is consecutive with an absence which has been paid under the provisions of the preceding paragraph 1. In the event it is not consecutive with such an absence, it may be granted beginning after ten (10) consecutive scheduled work days of absence.

Requests for such extended sick leave shall be considered only when submitted with a physician's certificate documenting the illness or injury.

ARTICLE XIV Continued

Such extended leave may be granted, in accordance with the following schedule:

<u>Full Years of Service</u>	<u>School Days</u>
More than Zero (0) to One (1)	One (1)
More than One (1) to Two (2)	Two (2)
More than Two (2) to Three (3)	Three (3)
More than Three (3) to Five (5)	Twenty (20)
More than Five (5) to Ten (10)	Sixty (60)
More than Ten (10) to Twenty (20)	One Hundred (100)
More than Twenty (20)	One Hundred Ten (110)

Such extended sick leave shall not be cumulative and is the maximum that may be granted in any twelve (12) month period.

4. When absence for personal illness exceeds four (4) consecutive days, a physician's statement shall, upon request, be filed with the Secretary of the Board, through the Superintendent. Such statement shall certify the period of disability, and include the dates of treatment, the diagnosis and the prognosis involved. In case of frequent or intermittent illness, the Board of Education or the Superintendent may require the employee to submit to an examination by a school physician as well as require the employee to submit a statement from the attending physician.
5. All administrators shall, upon T.P.A.F. retirement, receive ten per cent (10%) of their last final annual salary plus thirty (\$30.00) dollars per day for each day of accumulated sick leave, the total amount not to exceed twenty-two per cent (22%) of last annual salary.

All administrators upon resignation shall receive ten (\$10.00) dollars per day for each day of accumulated sick leave, which amount shall not exceed fifteen per cent (15%) of their last final salary.

No employee shall be paid for accumulated sick leave if said employee elects to have their accumulated sick leave transferred to their new employment. Each employee, upon receipt of the aforementioned payments and/or credits, shall sign a receipt thereof, a copy of which shall be retained by the Board.

*Pay for
sick leave*

*Statement
10-1
retirement*

ARTICLE XIV Continued

B. OCCUPATIONAL INJURY

Any employee injured in the performance of their duties shall within twenty-four (24) hours report such injury to their immediate supervisor. The report shall be in writing on a form supplied by the Board. An employee so injured shall be paid the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual or accumulated sick leave. Any amount of salary or wages paid to the employee for the work-connected injury shall be reduced by the amount of any workmen's compensation award made for temporary disability.

ILLNESS IN IMMEDIATE FAMILY

In case of illness of parent, brother, sister, husband, wife, child or any other relative living at home within the immediate family, paid leave will be permitted up to a maximum of five (5) days in the fiscal year. This time will be charged against the sick leave provided in A. 1. above.

NOTICE OF ACCUMULATED SICK LEAVE

Employees shall, upon request, be given a written accounting of accumulated sick leave no later than September 30 of each school year.

FUNERAL LEAVE

1. Leave of absence of five (5) consecutive calendar days without loss of salary shall be allowed an employee in case of death in the immediate family. Immediate family shall be defined as spouse, parent, step-parent, grandparent, parent-in-law, grandparent-in-law, child, step-child, sibling, brother, sister or any other relative who is a resident in the employee's household.
2. Leave of absence on the day of the funeral without loss of salary shall be allowed an employee in case of death of an employee's nephew, niece, uncle, aunt, cousin, brother or sister-in-law, who is not a member of the employee's immediate family as defined in paragraph 1 above.
3. In cases not covered by paragraph 1 or 2 above in which attendance at a funeral is expected of or incumbent upon an employee, the employee may be permitted to attend without loss of salary.

ARTICLE XIV Continued

F. LEGAL

Time necessary for appearance in any legal proceeding to the employment of any employee or in any other legal proceeding in which the employee is subpoenaed by law to attend, whether or not an employee is a party to the case. Employees shall promptly submit a copy of the subpoena to the Superintendent. If the employee is required to appear in a municipal court proceeding, such appearance shall, whenever possible, be scheduled in the evening. If no evening court session is available, such required attendance shall be charged to personal leave if the employee has personal leave days remaining. If no such days are available, the absence shall be charged as an excused absence without compensation.

GOOD CAUSE

Other temporary leaves may be granted by the Board pursuant to NJSA 18A:30-7.

PERSONAL BUSINESS

1. Personal Business is defined as any activity which requires the personal attention and physical presence of the employee at a time and place that necessitates absence from work. Three (3) days may be allowed for personal business. One (1) of the three (3) days may be taken without citing a reason. However, such a request must follow the established procedure and will not be allowed the day before, nor the day after, a holiday or any other day of personal leave. In all cases, requests must be filed with the Superintendent at least forty-eight (48) hours prior to such absence. Such requests must be in writing. Emergencies may void the forty-eight (48) hour period, but the Superintendent must be notified prior to the start of the work day involved.
2. All personal business days not used shall be added to employee's accumulated sick leave at the end of each school year.

ARTICLE XIV Continued

I. MARRIAGE

Employees are not expected to request time off during the school year for purposes of marriage or wedding trips, in view of the possibility of scheduling these in conformity with vacation and holiday periods. However, if unusual circumstances require special consideration, a leave-of-absence without pay may be granted by the Board.

A R T I C L E X V

SALARIES

A. SALARIES

A salary guide for all administrators is set forth in ATTACHMENT A. The following conditions apply to the salary schedules presented.

1. All Administrators except Department Supervisors will be employed on a ten and one-half (10½) month work year.
2. Administrators may be assigned additional work days during the summer if, in the judgment of the Superintendent, the additional days are essential to the effective opening and operation of the school district. Notification for such additional work days will be mutually agreed upon prior to May 1st of the scholastic year.
3. Daily rate of pay for administrators will be determined by multiplying the following rate times the annual salary:

10 month employees - 1/200

10½ month employees - 1/210
4. Ten and one-half (10½) employees will work a total of eleven (11) days during July and August.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

A. NONDISCRIMINATION

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, reappointment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, age, national origin, sex, domicile, or marital status.

B. BOARD POLICY

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy. If any other policy contains any language inconsistent with the Agreement, this Agreement shall be controlling.

C. SEPARABILITY

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

D. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Whether or not reduced to writing, any individual agreement between the Board and an individual administrator, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual agreement implies any understanding inconsistent with the Agreement, this Agreement, during its duration, shall be controlling.

E. NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified mail at the following addresses:

1. If by Association, to Board at Lincoln School.
2. If by Board, to Association at the school or home of the President, whichever is appropriate.

A R T I C L E X V I I

SCHOOL CALENDAR

The Superintendent SHALL advise the President of the Association of the next year's school calendar prior to making a recommendation to the Board for adoption.

ARTICLE XVIII

DURATION OF AGREEMENT

A. DURATION PERIOD

1. This Agreement shall be effective as of July 1, 1987, and shall continue in effect until June 30, 1991.
2. In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

CARTERET ADMINISTRATORS'
ASSOCIATION

BY:

Louis Sainz
President

BY:

Bonnie Holmes
Secretary

BOARD OF EDUCATION OF THE
BOROUGH OF CARTERET

BY:

A. J. ...
President

BY:

Robert Turner
Secretary