

SEPTEMBER 8, 2010

AGREEMENT

between the

HAMILTON TOWNSHIP BOARD OF EDUCATION

and the

HAMILTON TOWNSHIP ADMINISTRATORS' ASSOCIATION

Effective from July 1, 2009 through June 30, 2012

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PREAMBLE

This agreement is entered into by and between the Board of Education of the Township of Hamilton, Atlantic County, New Jersey (hereinafter called the "Board"), and the Hamilton Township Administrators' Association (hereinafter called the "Association"), to be effective as of July 1, 2009, and to continue in full force and effect until June 30, 2012.

Article 1 RECOGNITION

In accordance with Chapter 123, Public Law of 1974, the Hamilton Township Board of Education hereby recognizes the Hamilton Township Administrators' Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all administrative employees in the district whether under contract, on leave, or on a per diem basis, but not including the Superintendent of Schools, and the Board Secretary/School Business Administrator.

Article 2 NEGOTIATIONS PROCEDURE

- A. The Board and the Association shall engage in good faith bargaining in accordance with all applicable laws.
- B. In preparation for and during negotiations, the Board shall provide relevant data requested by the Association, unless the provision of such data is otherwise prohibited by law.
- C. Whenever any member of this Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance procedures, conferences or meetings, he/she shall suffer no loss of pay and/or benefits.

Article 3 GRIEVANCE PROCEDURE

A. Definitions

A "grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this agreement, written Board policies or administrative decisions that affect terms and conditions of employment.

"Employee" or "administrative employee" shall mean any member of the bargaining unit as defined in Article 1 of this agreement.

"Representative" shall mean the Hamilton Township Administrators' Association or any person appointed by that Association to act for or represent it on its behalf.

"Immediate supervisor" shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this district.

“Party” shall mean an aggrieved employee, his immediate supervisor, the school principal, 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. Purpose

The purpose of the grievance procedure is to protect the rights of the parties. The intent is to secure a uniform and appropriate method of resolving disputes and problems in a consistent manner.

Failure of the Board to respond to a grievance within the time limits specified herein will permit the grievance to be presented at the next level. Failure of the grievant to appeal within the time limits specified herein will be deemed acceptance of the disposition at the preceding level.

C. Procedure

A grievance shall be deemed waived and barred and outside the jurisdiction of an arbitrator if it is not presented in writing within the longer of twenty (20) school days of the occurrence complained of or twenty (20) school days after the administrator would be reasonably expected to know of its occurrence.

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

In the presentation of a grievance, an employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal.

An employee shall first present his/her grievance, verbally, to his/her immediate supervisor. In the case of a principal, the term “immediate supervisor” shall be the Superintendent.

If the grievance is not resolved to the employee’s satisfaction within five (5) school days after discussing with the immediate supervisor, the employee may submit his/her grievance to the Superintendent of Schools in writing specifying:

- a. The interpretation, application or violation of this Agreement or Board policy or Administrative decision which affects a term of condition of employment, and
- b. The specific section of the Agreement, Board policy or Administrative decision allegedly violated, and
- c. The extent of the injury, loss, or inconvenience resulting from the alleged violation of the term or condition of employment, and
- d. The date of the alleged interpretation, application, or violation, and

- e. The specific remedy sought.

Within five (5) school days from the receipt of this written grievance (unless a different period is mutually agreed upon) the Superintendent may hold a hearing at which all parties in interest shall have the right to be heard.

If the Superintendent does not render a decision within ten (10) workdays of the receipt of the written grievance, or if the Superintendent's decision is unsatisfactory to either party, then the dissatisfied party may appeal to the Board of Education. Such appeal must be submitted within five (5) days of the Superintendent's decision or, in the event the Superintendent does not render a timely decision, within fifteen (15) days of the date the written grievance was submitted to the Superintendent.

Where an appeal is taken to the Board, there shall be submitted by the appellant:

- a. the writings set forth in a. through d. above.
- b. a copy of said materials shall be furnished to the Superintendent.

If the appellant in his/her appeal to the Board does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.

The Board shall make a determination within forty-five (45) days from the receipt of the grievance and shall in writing notify the employee, his/her representative if there be one, the principal and the Superintendent of its determination. The time period may be extended by mutual agreement of the parties.

If the Association is not satisfied with the disposition of the grievance as determined by the Board, or if no decision has been rendered within the forty-five (45) school days after the grievance was delivered to the Board of Education, a grievance which is based solely upon an alleged violation, misinterpretation or misapplication of the express written terms of this Agreement may be submitted to binding arbitration. In all other grievances, the disposition of the grievance by the Board will be final. The Board and the Association shall attempt in good faith to agree upon a mutually acceptable arbitrator to serve.

In order to be timely filed, said submission must be filed within 15 calendar days after the Board's response or within 15 calendar days after the Board's response should have been received, whichever is sooner.

The submission to arbitration shall be filed with the Public Employee Relations Commission (PERC), which shall be processed under the PERC's Voluntary Labor

Arbitration Rules.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall add nothing to nor subtract anything from either the Agreement between the parties or from any policy of the Board of Education.

The arbitrator's decision shall be issued no later than 30 days after the close of the hearing.

The parties shall share the fees and expenses of the arbitrator equally. All other expenses and costs shall be borne by the party incurring same.

Article 4
INSURANCE PROGRAMS

All insurance coverages shall be governed by the terms of the Agreement between the Board and the HTEA, with the exception of the mail order pool.

Article 5
VACATION POLICY

During the first and last year of employment, vacation is earned pro rata up to June 30th based on the vacation category. Vacation is accrued annually on July 1 thereafter and may not be taken until the succeeding July 1. An administrator in his or her first year may request permission to use vacation which will be credited on the following July 1. The Superintendent shall determine if the permission should be granted. A denial of permission is not grievable under this Agreement. No more than 5 vacation days may be carried into the next year by any administrator. All other days not taken will be deemed lost unless special permission is given by the Superintendent and approved by the Board of Education.

Each member of the Association is entitled to the following vacation period:

Less than one (1) completed year in District (as administrator)	1 day per month
1-5 completed years in the District	12 days
6-9 completed years in the District	15 days
10 or more completed years in the District	20 days

Vacation days will be scheduled during the summer months, unless approved otherwise. All vacation days must be approved by the superintendent.

Upon retirement or termination, employees will be paid at the rate of \$250 per day for up to 25 earned and unused vacation days.

Article 6
SICK LEAVE

Administrators will be granted twelve (12) sick days per fiscal year, commencing July 1 and concluding June 30. Any unused sick leave can be carried over to the next year and accumulated year to year. Arrangements of additional sick leave in cases of emergency may be made at the discretion of the Board.

Pay for accumulated sick leave: Effective July 1, 2005, all administrators who retire, or those who resign or voluntarily terminate after 15 years of District service shall receive \$100.00 per diem for each accumulated sick day earned while in the district, not exceeding a maximum of \$12,000.

Effective April 24, 2007, payments for accumulated sick leave under this Article shall be made on the January 15th of the school year following the school year in which the effective date of retirement occurs.

Further, if an administrator dies during his/her tenure in the district his/her estate shall be paid his/her accumulated sick days according to the above.

Arrangements of additional sick leave in cases of emergency may be made at the discretion of the Board.

When calculating accumulated sick leave at the time of retirement, for administrators first hired on or after July 1, 1999, the number of days which were credited to the administrator who came from another district upon being hired in Hamilton shall be deducted from the accumulated total.

Article 7
PERSONAL/BEREAVEMENT DAYS

A. PERSONAL DAYS

With prior approval of the Superintendent, an administrator shall be granted up to 3 days of absence to conduct personal business which cannot be handled outside of the school day such as: legal proceedings, real estate closings, graduation exercises for self or child, religious holidays, or unusual circumstances specifically approved by the Superintendent. Personal days will be granted for specific reasons only, and unused days will be added to the administrator's sick leave bank in the following year.

B. BEREAVEMENT DAYS

1. Upon proper notification, an employee will be granted up to five (5) work days without loss of salary due to the death of husband, wife, child, step-child, father, mother, step-father, step-mother, sister, brother or grandchild.
2. Upon proper notification, an employee will be granted up to five (5) work days without loss of salary due to the death of father-in-law, mother-in-law, son-in-

law, daughter-in-law, brother-in-law, sister-in-law, grandparents or grandparents-in-law.

3. Additional unpaid bereavement days may be granted upon approval of the Superintendent.

Article 8
ADMINISTRATORS' RIGHTS AND REMEDIES

- A. Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment previously enjoyed shall continue to be so applicable during the term of the agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any administrators' benefits existing prior to its effective date.
- B. Non-tenured administrators shall be evaluated at least three (3) times per fiscal year commencing July 1 and concluding June 30. Tenured administrators shall be evaluated at least once per year. All such evaluations shall be made in writing, followed within five (5) days by conference with the administrator and an opportunity to disagree or concur with its content verbally and in writing. All such correspondence shall become a part of the administrator's personnel file.
- C. All other administrators shall be evaluated by their immediate supervisor in accordance with the procedure outlined above. An appropriate procedure shall be designed jointly by the Association and the Superintendent.
- D. All personnel represented by the Association shall be permitted reasonable perusal of their complete personnel file and be permitted an opportunity to place written communications in such file in response to material placed in the file, after review by the Superintendent.
- E. Reasonable prior notice to appear before the Board or any Committee or member, including the Superintendent, concerning any matter which could adversely affect the continuation of that administrator in his/her office shall be given in writing and shall include the reasons for such meeting or interview.
- F. An administrator shall be entitled to the representation of the Administrators' Association to advise and represent him/her at any meeting or interview with the Superintendent, Board or Committee of Board members that might adversely affect his/her employment status.
- G. Should an administrator be relieved of his/her duties, the Board will pay an administrator full pay until such time as a final decision is rendered adversely by the Commissioner of Education, or if the matter is not appealed to that level, until such time as there is a final termination of the matter adverse to said administrator.

- H. The Superintendent shall mail to the Association President and post in all school buildings a list of all known administrative vacancies which shall occur during the school year.

Article 9
PROFESSIONAL GROWTH

- A. For each year of the contract each administrator will be reimbursed for professional workshops, conferences, state mandated mentoring programs, related materials and tuition for up to two (2) 4-credit graduate level or doctoral level courses at an accredited college or university subject to prior Superintendent and Board approval. Administrators' professional growth will support the district's needs and goals.
- B. In any one year, no administrator will be entitled to more than \$2,500, unless the Association and the Board are in agreement in permitting any administrator(s) the opportunity to use more than his or her share of monies, provided it is available from the total pool of monies generated by \$2,500 per unit member.

Article 10
SALARIES

Category A: Davies School Principal
 Hess School Principal
 Shaner School Principal
 Director of Curriculum and Instruction
 Supervisor of Child Study Team and Special Education Programs

Category B: Vice Principals
 READ 180/Special Education Coach
 Supervisor Curriculum & Instruction Language Arts
 Supervisor Curriculum & Instruction Mathematics

SALARY RANGES

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
Category A	\$95,000-\$117,000	\$97,500-\$120,500	\$100,000-\$124,000
Category B	\$77,500-\$94,000	\$79,500-\$97,000	\$81,500-\$99,500

SALARIES

<u>NAME</u>	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
BALDWIN	\$98,880.00	\$101,846.40	\$104,901.79
BRETONES	87,550.00	90,176.50	92,881.80
CARTWRIGHT	79,825.00	82,219.75	84,686.34
CLARK	102,683.79	105,764.30	108,937.23
CONNOR	86,089.46	N/A	N/A
COX	88,012.47	90,652.84	93,372.43
DAGIT	N/A	118,542.70	122,098.98
MARTINS	116,522.87	120,018.56	123,619.11
MCCARTHY	79,825.00	82,219.75	84,686.34
MULDOON	113,558.53	116,965.29	120,474.24
NEFF	93,766.05	96,579.03	99,476.40
SANTILLI	81,112.50	83,545.88	86,052.25
SCHWEITZER	88,051.61	N/A	N/A

Article 11
MILEAGE

Administrators shall be reimbursed while using his/her automobile in-district and out-of-district for school related business, at the current authorized NJ OMB rate per mile.

Article 12
DEDUCTION OF DUES

Pursuant to N.J.S.A. 52:14-59e, whenever any employee shall indicate in writing to the Board his desire to have deductions made from his compensation for the purpose of paying that employee's dues to the Principal Supervisors' Association (PSA), said dues shall be deducted as requested by such employee and the monies so deducted shall be transmitted to the Association designated by the employee in such request.

Membership to two (2) professional organizations shall be paid by the BOARD, not to exceed \$700 per year, per administrator, for all administrators for each year of the contract. PSA dues will not be covered.

Article 13
MISCELLANEOUS

- A. The negotiated Agreement between the Board and the Association will be printed and distributed at Board and Association expense as soon as possible.
- B. Should this Agreement conclude prior to the completion of negotiations for a succeeding agreement, the provisions herein shall be continued until the official acceptance of such contract by both parties.

C. Nothing herein shall be changed, altered or deleted without mutual consent of the Board and the Association.

Article 14
DURATION OF AGREEMENT

B. This agreement and all its provisions shall be effective as of July 1, 2009, and shall continue in effect until June 30, 2012.

HAMILTON TOWNSHIP
BOARD OF EDUCATION

HAMILTON TOWNSHIP
ADMINISTRATORS' ASSOCIATION

President

President

Secretary

Representative

Date: _____

Date: _____