

Colts Neck Township Board of Education

Colts Neck Township Municipal Association

Agreement

THIS AGREEMENT SHALL BE EFFECTIVE AS OF JULY 1, 1983, and shall continue in effect until June 30, 1984.

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 here June 16, 1983.

COLTS NECK TOWNSHIP ADMINISTRATORS AND SUPERVISORS ASSOCIATION

By Kenneth Arnold  
President

By Shirley A. Anderson  
Secretary

COLTS NECK TOWNSHIP BOARD OF EDUCATION

By Paul A. Korte  
President

By Shirley J. Jurek  
Secretary

LIBRARY  
Institute of Management and  
Labor Relations

JUL 14 1983

RUTGERS UNIVERSITY

July 1, 1983 - June 30, 1984

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### RECOGNITION

The Colts Neck Township Board of Education (hereafter referred to as the Board) recognizes the Colts Neck Township Administrators and Supervisors Association (hereafter referred to as the Association) as the exclusive agent responsible for collective negotiation of terms and conditions of employment as required by Chapter 123, Public Laws, 1974. The members of the Association are all persons agreed by the Board and the Association to be covered by this contract.

## GRIEVANCE PROCEDURE

### I. Definition

- A. A "Grievance" shall mean a complaint by a member or group of members of the Association.
- B. An "aggrieved party" is the person, persons or the Association making the complaint.
- C. A "party to the grievance" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.
- D. A grievance to be considered under this procedure must be initiated by the member within 30 calendar days of its occurrence.

### II. Procedure

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment. Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.
- B. Nothing herein contained shall be construed as limiting the right of any member having a grievance to discuss the matter informally with any appropriate member of the administration.
- C. Any aggrieved person may be represented at all levels of the grievance procedure by himself/herself, or at his/her option, by the Association.
- D. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved member to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
- E. It is understood that members shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations in existence prior to the basis for the grievance being established, without prejudice on the part of either the Board or the members, until such grievance and any effect thereof shall have been fully determined.

- F. 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 limits specified may, however, be extended by written mutual agreement.

### III. Implementation

- A. A member with a grievance shall first discuss it with the superintendent, either directly or through the Association, with the objective of resolving the matter informally.
- B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the member within five school days, the grievance shall be submitted in writing to the superintendent specifying:
- (a) the nature of the grievance
  - (b) the nature and extent of the injury, loss or inconvenience
  - (c) the interpretation of previous discussion
  - (d) his/her dissatisfaction with decision previously rendered
  - (e) specific remedy sought, where feasible

The superintendent shall communicate his/her decision to the member in writing within five school days of receipt of the written grievance.

- C. If the grievance is not resolved to the member's satisfaction, he/she, no later than three school days after receipt of the superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach papers only related to the grievance and, within five calendar days, forward the request to the Secretary of the Board of Education. The Board shall review the grievance and shall, at the option of the Board, or the aggrieved party, hold a hearing with the member and render a decision in writing within thirty calendar days of receipt of the grievance by the Board. The hearing will be held within fourteen calendar days of receipt of the written grievance material by the Board Secretary.
- D. If the member is dissatisfied with the decision of the Board of Education, the member or the Association may request the appointment of an arbitrator, such written request to be made known to the Board no later than two weeks after the written decision of the Board was made known to the aggrieved party. If the member requests that the grievance be submitted to arbitration without the written concurrence of the Association, the member will accept responsibility for any arbitration expenses which the Association would otherwise bear.

I. Arbitration Procedure

SECURING AND USING THE SERVICES OF AN ARBITRATOR

- A. A request for an arbitrator may be made, by either party to the grievance, to the American Arbitration Association. The parties agree to be bound by the rules of the American Arbitration Association.
- B. The arbitrator shall limit himself/herself to the issues submitted to him/her. The arbitrator's decision shall be binding on the parties or advisory to the parties as specified in C or D below:
- C. Only grievances alleging that there has been a violation of the express written terms of this negotiated agreement shall be subject to binding arbitration.

The arbitrator shall have no binding authority under Section C to rule on grievances which concern the interpretation, application, or alleged violation of Board policies and administrative decisions affecting terms and conditions of employment or of statutes and regulations setting terms and conditions of employment.

- D. Grievances concerning the interpretation, application or alleged violation of statutes, management policies or administrative decisions shall be subject only to advisory arbitration.

. Costs

- A. Each party to the grievance will bear the total costs incurred by themselves.
- B. The fees and expenses of the arbitrator are the only costs which will be shared by the parties to the grievance and such costs will be shared equally.
- C. If time is lost by any member due to arbitration proceedings, the time lost will be accounted for in accordance with the terms of the section of this contract entitled Temporary Leaves of Absence.

EXTENDED LEAVES OF ABSENCE

Other leaves of absence may be granted by the Board for good reason.

SICK LEAVE

Each member shall be allowed twelve (12) days sick leave annually and unused days shall be accumulative.

## MEMBERS' RIGHTS AND BENEFITS

- A. Nontenured members shall be evaluated at least three times per year by the superintendent. Tenured members shall be evaluated at least once per year by the superintendent. The basis for all formal evaluation shall be the member's job description.

Evaluation of nontenured members shall be completed as specified in Board policy #311A; those of all tenured members shall be completed as specified in Board policy #312.

All reports and/or correspondence related to the aforementioned evaluations shall become a part of the member's personnel file.

- B. When a member is notified to appear before either the superintendent or the Board of Education, or a committee thereof, he/she shall have the option of appearing at a later mutually convenient time, not to exceed ten (10) working days, to respond to the specific matter in question.

Notice to appear before the Board of Education, or a committee thereof, shall be in writing and include reasons for appearance.

- C. The Board will pay a maximum of \$180. for the cost of a comprehensive physical examination for any two Association members annually. This amount is intended to offset all or part of the difference between the cost of the examination and that not covered by his/her insurance.

Two members annually on a rotating basis will be entitled to a physical examination by a physician of his/her choice. A physical examination may be required sooner at the discretion of the Board. When at the discretion of the Board, all costs of the physical examination beyond the insurance coverage will be covered by the Board and shall be performed by a physician of its choice.

- D. Criticism of the Board of Education and/or its written policies by an administrator or a supervisor shall be made in confidence and not at public gatherings.

Criticism of an administrator or supervisor by a member of the Board of Education shall be made in confidence and not at public gatherings.



### ATTENDANCE AT TEACHERS' NEGOTIATIONS

Members may attend negotiations between the teachers and the Board of Education in order to advise, confirm, substantiate or defend the administrative position.

Copies of the minutes shall be made available to Association at the time distribution is made to the Board and C.N.T.E.A.

### NEGOTIATIONS PROCEDURE

- A. The Board and Association shall begin negotiations of the successor agreement consistent with the stipulations of law.
- B. The member(s) shall suffer no loss of pay and/or benefits for attendance during working hours at mutually scheduled negotiations meetings between the Association and the Board.

## REASSIGNMENT OF MEMBERS

### A. Involuntary Transfer

No member will be reassigned during the life of this contract to a different position without sixty (60) day advance notice, except in case of emergency as determined by the superintendent. The member being reassigned will be granted the opportunity to state his/her opinion on the reassignment to the superintendent and the Board.

No member's reassignment will be made arbitrarily or capriciously.

### B. Voluntary Transfer

Administrative and Supervisory vacancies shall be advertised in all school offices and faculty rooms for at least a period of fifteen (15) calendar days in order to permit application for transfer, reassignment or promotion of present employees.

## TUITION

- A. Each member, regardless of service time in Colts Neck, shall receive up to a total of \$840. per year for the validated costs of tuition, to a maximum of twelve (12) credits per year, for courses approved by the superintendent. Reimbursement will be provided by the Board for no more than six credits per semester during the school year and for courses taken during the summer preceding the school year. Additionally, credits taken by the member in the intersession courses, which overlap the beginning or ending dates of regular fall and spring semester courses also taken will be partially reimbursed. In such instances, that portion of the intersession course which does not overlap the semester course will be reimbursed on a per diem rate for those days actually spent in class outside the overlap period.

In the event that, on June 30th of the contract year, there are uncommitted funds remaining in the budget for this benefit, individual members shall be reimbursed for validated tuition costs to a maximum of \$1500. per member. But, under no circumstances shall the total amount expended for this benefit exceed an amount which is \$840. times the number of members in the C.N.T.A.S.A.

- B. The dismissal or resignation of a member shall automatically disqualify the member from reimbursement for any course taken after the official termination of the contract.
- C. The tuition reimbursement year shall extend from July 1st through June 30th of the contract year.

## PROFESSIONAL ACTIVITIES

### A. Development

A fund shall be maintained for the members, in the aggregate, up to a total of \$2,000. per year for the validated costs of professional activities, subject to the approval of the superintendent, such as attendance at conferences, conventions, seminars and other professional meetings.

### B. Participation

Each member shall be reimbursed, annually, to a maximum of \$250.00, for membership in county and/or state professional organizations with the understanding that this support is given as incentive to maintain membership in organizations whose primary focus is that of professional educational development as opposed to economic development of its members.

Membership fees for N.J.E.A. are specifically excluded as not qualified under this article.

### RETIREMENT

After fifteen years service in the district, the Board will purchase a single premium deferred annuity in the amount of \$1,000. in the name of and to be owned by the qualified member.

The Board will deposit each year for the following four years an additional \$250. into the single premium deferred annuity purchased for a total contribution by the Board of \$2,000. at reaching nineteen years of service in the district. The annuity will be purchased by the Thomas Seely Agency at the authorization of the Board from an insurance company selected to be most advantageous by the agency.

Current Association members that already meet the qualified years of service in the district will be entered into this plan as follows:

The Board will purchase a single premium deferred annuity in the amount of \$1,250. in the name of and to be owned by the qualified administrator.

The Board will deposit the following year the amount of \$500. and the next following year the amount of \$250. into the single premium deferred annuity purchased for a total contribution by the Board of \$2,000.

The annuity will be purchased by the Thomas Seely Agency at the authorization of the Board from an insurance company selected to be most advantageous by the agency.

Any member leaving the district prior to completion of the Board's contributory obligation may continue contributions to his/her annuity on his/her own discretion or dispose of same.

### CERTIFICATION OF INTENT TO RETIRE OR TERMINATE EMPLOYMENT

Any member contemplating leaving employment in the district for purposes of retirement or other reason shall, if circumstances permit, provide the Board with five (5) months written notice of that intent.

The purpose of this notice is to allow the Board sufficient time to effect an orderly transition of leadership.

DEDUCTION FROM SALARY

- I. A. The board agrees to deduct from the salaries of members dues for such professional educational associations as said members individually and voluntarily authorize the Board to deduct.

Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the New Jersey State Department of Education. Said monies, together with records of any corrections shall be transmitted to the Secretary of the Board of Education who shall disburse such monies to the appropriate association or associations.

- B. Each member's authorization shall be in writing in the form set forth below:

Authorization

From: Name \_\_\_\_\_ S. S. No. \_\_\_\_\_  
School \_\_\_\_\_

To: The Secretary of the Colts Neck Township Board of Education

"I hereby request and authorize the above named Secretary of the Board of Education to deduct from my earnings, in equal monthly payments during the school year, an amount sufficient to provide for the payment of the yearly membership dues, shown below, as certified by the organizations indicated."

"I also agree that upon termination of employment, the Board Secretary shall deduct any remaining amount due for that current school year."

"I furthermore authorize the Board Secretary to distribute the dues deducted as follows:

Colts Neck Township Administrators and Supervisors Association	\$ _____
New Jersey Association of Elementary School Administrators	\$ _____
American Association of School Administrators	\$ _____

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the Colts Neck Board of Education and all of its officers from any liability thereof."

Signature \_\_\_\_\_ Date \_\_\_\_\_

- C. The Association shall certify to the Board of Education, in writing the current rates of the aforementioned membership dues.
  - D. Additional authorizations for dues deductions may be received after August 1st under rules established by the New Jersey State Department of Education.
- II. Other deductions from members' salaries for local, state and/or national association services and programs, as well as the Monmouth-Ocean Teachers Federal Credit Union, may be made, subject to Board approval. The Board Secretary shall promptly transmit the deducted funds to the designated organizations.

## INSURANCE

- A. Health insurance will be paid in full by the Board for all legally eligible members according to the following schedule:
- Blue Cross, Blue Shield (1A/20 series), Major Medical and Rider J for the employee, spouse and unmarried children under 23 years of age who live with the employee in a regular parent-child relationship. Maternity benefits are included.
- B. Board agrees to underwrite losses of personal property used in the teaching effort up to \$500,00 per person per annum when such loss has been through theft or vandalism, while on school premises, unless such loss is covered by other existing policy.
- C. The Board agrees to pay in full the cost of contributory life insurance as carried by the member under Teachers' Pension and Annuity Fund.
- D. The Board will pay the premium, at the 1983-84 rate, for each eligible member, for inclusion in the district dental health plan.



SALARIES

For contract year July 1, 1983, to June 30, 1984.

LLOYD LESCHUK	\$27,520.	
MARY BROTHERTON	34,925.	
SHIRLEY A. ANDERSON	40,070.	
KENNETH H. NOLAND	40,070.	
WILLIAM J. MORRIS	40,070.	(plus \$1000. differential for C.D.S. assignment)

ADMINISTRATORS/SUPERVISORS SALARY GUIDE

1.	\$26,285.	11.	\$32,460.
2.	26,900.	12.	33,180.
3.	27,520.	13.	34,000.
4.	28,135.	14.	34,925.
5.	28,755.	15.	35,850.*
6.	28,370.	16.	36,880.
7.	29,990.	17.	37,910.
8.	30,605.	18.	38,940.
9.	31,220.	19.	40,070.
10.	31,840.	20.	41,200.**

\*Supervisors Step 1 through 15  
\*\*Administrators Step 1 through 20

COLTS NECK TOWNSHIP SCHOOLS  
Colts Neck, New Jersey 07722

May 19, 1983

Shirley Anderson, President  
Colts Neck Township Administrators'  
and Supervisors' Association  
Colts Neck Public Schools  
Colts Neck, N. J.

Dear Mrs. Anderson:

The Board of Education recognizes that certain members of the C.N.T.A.S.A. could be adversely affected by retiring under terms of the newly negotiated retirement provisions of the 1983-84 contract rather than under terms set forth in the previous contract (1982-83).

This is to certify that any member retiring during the life of the 1983-84 contract shall be held harmless from financial loss as a consequence of any disparity between the retirement provisions of the 1982-83 and 1983-84 contracts.

Very truly yours,

Beverly Barton  
Chairperson of the  
Personnel Committee