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AGREEMENT

Between

THE UNION TOWNSHIP BOARD OF EDUCATION

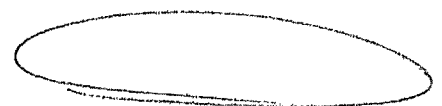
and

THE UNION TOWNSHIP  
ASSOCIATION OF SCHOOL ADMINISTRATORS

.....  
July 1, 200<sup>12</sup>9 to August 31, 201<sup>2</sup>2

9/1/12 - 8/31/13

ARs: DIRECT DEPOSIT & EMP Portal



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**AGREEMENT**

**Between**

**THE UNION TOWNSHIP BOARD OF EDUCATION**

**And**

**THE UNION TOWNSHIP ASSOCIATION OF SCHOOL ADMINISTRATORS**

**PREAMBLE**

9/11/12

This Agreement entered into this 1<sup>st</sup> day of ~~July, 2009~~ by and between the Board of Education of Union, the County of Union, New Jersey, hereinafter called the "Board" and the Union Township Association of School Administrators, hereinafter called the "Association."

**WITNESSETH:**

**WHEREAS**, the Board has an obligation, pursuant to the New Jersey Public Employer-Employee Relations Law to negotiate with respect to the terms and conditions of employment; and

**WHEREAS**, the parties, have reached certain understanding which they desire to confirm in this Agreement, be it

**RESOLVED**, in consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I**  
Recognition

**1.01** The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for the following school administrators: Principals, Vice Principals, Assistant Principals, 12-Month Directors, 11-Month Directors, 10-Month Supervisors and 12-Month Supervisors. The Superintendent, Assistant Superintendent, Assistant Superintendent of Curriculum/Instruction, School Business Administrator, Assistant School Business Administrator, Board Secretary, Director of Operations and Maintenance, Director of Curriculum/Testing Preschool - Grade 5, Director of Curriculum/Testing Grades 6-12, Director of Student Information/Technology and Director of Special Services are specifically excluded from the bargaining unit.

( Supervisor Bldg & G.S.S. )      RENEWE

**ARTICLE II**  
Negotiation Procedure

**2.01** The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J. Public Employer-Employee Relations Law in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 1, of the calendar year preceding the calendar year in which this Agreement expires or such time as may be established for negotiations to begin by rules of P.E.R.C. Any Agreement so negotiated shall be reduced to writing, be approved, and signed by the Board and the Association. This Agreement shall apply to all administrators in the bargaining unit.

**ARTICLE III**  
Grievance Procedure

**3.01** Definitions:

1. The term "grievance" means a complaint by any administrator or group of administrators that as to them, there has been an inequitable, improper or unjust application, interpretation, or violation of this agreement.
2. It is understood that the following shall not be the subject of arbitration and shall not be within the definition of "grievance."
  - (a) The failure or refusal of the Board to renew a contract of a nontenured administrator.

- (b) 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.
- (c) In matters where the Board is without authority to act.
- (d) In matters involving the sole and unlimited discretion of the Board.
- (e) Any administrative assignment or transfer.
- (f) Any matter in the Agreement, schedules annexed to it, or any supplements or modifications to it, where the Board and the Association agree that the Board reserves unto itself discretion to act.

**3.01.1** The term "administrator" shall mean any regularly employed individual who is a member of the bargaining unit as set forth in Article I herein.

**3.01.2** The term "representative" shall include any organization, agency, or person authorized or designated by any administrator or group of administrators or by the Association, or by the Board, to act on its or their behalf and to represent it or them.

**3.01.3** The term "immediate" supervisor shall mean the person to whom the aggrieved administrator is directly responsible under the Table of Organization prevailing in this school district.

**3.01.4** The term "party" means an aggrieved administrator, his immediate supervisor, or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

**3.02** Administrators will carry out all duties, assignments and directives of the Board and the Superintendent of Schools while any grievance filed by the Association, administrator or the Board is being processed.

**3.03** 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 shall be made to expedite the process. The time limits specified may, however, be extended by mutual consent in writing.

**3.04** In the event a grievance cannot be resolved by the end of the school term, the necessary procedure may be extended throughout the summer months if agreed to by the parties. The same amount of time as put forth under Level Two shall be adhered to.

**3.05** Grievance Procedure – Level One

- 3.05.1** An administrator with a grievance shall first discuss it with the immediate supervisor either personally or at his/her option through or with the Association's designated representative with the objective of resolving the matter informally. The Board may have a representative of its own choice present at this level.
- 3.05.2** Nothing herein contained shall be construed as limiting the rights of any administrator having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association (during the informal stage) provided the adjustment is not inconsistent with the terms of this agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views. If the adjustment is inconsistent with the terms of the agreement, then the Association must be given the opportunity to be present and to state its views at a subsequent meeting.
- 3.05.3** Unless a written grievance is filed with the immediate supervisor within fifteen (15) school days of the action complained of, the alleged grievance shall be deemed abandoned.
- 3.05.4** All written grievances at Level One shall be decided by the immediate supervisor within seven (7) school days after receipt of the written grievance. The written grievance shall contain a statement of facts so that the grievance is clearly stated.
- 3.05.5** The Superintendent of Schools shall be notified by the immediate supervisor as to the settlement of any written grievance resolved under Level One.

**3.06** Grievance Procedure – Level Two

If the aggrieved administrator is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within seven (7) school days after presentation of the grievance, that person must file the grievance in writing with the Association within five (5) school days after the decision at Level One. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

**3.06.1** The Superintendent shall render a written decision on the grievance within seven (7) school days after the written grievance is referred to the Superintendent

**3.07** - Grievance Procedure - Level Three

**3.07.1** If the aggrieved administrator is not satisfied with disposition of the grievance at Level Two, or if no decision has been rendered within seven (7) school days after the grievance was delivered to the Superintendent, that person must, within five (5) school days after the decision by the Superintendent, or twelve (12) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit the grievance to the Board of Education.

**3.07.2** The Association must submit the aggrieved person's grievance in writing to the Secretary of the Board to later than ten (10) school days after the decision by the Superintendent.

**3.07.3** A decision shall be rendered by the Board of Education within twenty-one (21) school days. The results shall be given in writing to all parties in interest. Failure of the Board to render a decision shall be deemed a decision to deny the relief sought.

**3.08** Grievance Procedure - Level Four

**3.08.1** If the aggrieved administrator is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within twenty-one (21) school days after the grievance was delivered to the Board of Education, whichever is sooner, the grievant must request in writing within ten (10) school days, that the Association submit the grievance to arbitration within twenty (20) school days after receipt of a request by the aggrieved person.

**3.08.2** Within twenty (20) school days after such written notice to the Board of its desire to submit the grievance to binding arbitration, the Board and the Association shall select a person to be arbitrator.

**3.08.3** If the Board and the Association are unable to agree upon an arbitrator within five (5) school days, they shall request P.E.R.C. to submit for consideration and choice by the Board and the Association a list of panel of Arbitrators to each party. The arbitrator shall be appointed by P.E.R.C. after the Board and the Association indicated to P.E.R.C. the priority of choices in response to P.E.R.C. in accordance with the rules of P.E.R.C. applicable to the selection of an arbitrator.

**3.08.4** The arbitrator so selected shall confer with the representatives of the Board and Association and hold hearings promptly and shall issue his/her decision as soon as possible but not later than thirty (30) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the final date the final statements and proofs on the issues are submitted. The decision of the arbitrator shall be in writing and shall set forth finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which add to, or delete from this agreement or which requires the commission of an act prohibited by law, or which is violative of terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding on the parties.

**3.08.5** Each party shall bear its own costs of arbitration. The costs for the services of the impartial arbitrator, including per diem expenses and the cost of the hearing room shall be borne equally by the Board and the Association.

### **3.09** RIGHTS OF ADMINISTRATORS, ASSOCIATION AND THE BOARD

**3.09.1** All meetings, hearings and decisions under these procedures 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.

**3.09.2** All items agreed to between the Board of Education and the Association, under the conditions of the written agreement shall be binding upon both parties and shall not be subject to a grievance action unless an alleged violation of the contract language occurs.

**3.09.3** Written notice of all grievance proceedings shall be sent by the Superintendent to the President of the Association at least five (5) school days prior to the proceedings.



- 3.09.4** If, in the judgment of the Association, a grievance affects a group or class of administrators, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
- 3.09.5** Any aggrieved administrator may be represented during all levels of the grievance procedure either in person and/or by a representative selected by the grievant. The grievant shall not be represented by a minority employee representative under any circumstance.
- 3.09.6** No reprisals of any kind shall be taken by the Board of Education, or by any member of the administration, against any party in interest, any Association representative, any member of the unit or any other participant in the grievance procedure by reason of such participation.
- 3.09.7** No reprisals of any kind shall be taken by any member of the unit, the Association or its agent, agents or representatives against any administrator, Board member or its authorized representatives, as a result of filing or participating in the processing or filing of a grievance against any administrator or the Association. The Association shall not be responsible under this paragraph where it is without authority to act.
- 3.09.8** Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association Secretary. However, if a written decision is not rendered within time frames mentioned at the various levels of the procedure, the grievance shall be deemed to be denied and the grievance may be processed to the next level.

#### **ARTICLE IV**

##### **Administrators' Rights and Responsibilities**

- 4.01** In the administration of all matters not specifically covered by the Agreement, administrators are governed by the provisions of any existing or future laws and regulations including policies set forth in the Board Policy Manual and other Board or administrative regulations which may be applicable. The Agreement shall, at all times, be applied subject to such laws, regulations and policies, subject to the provisions of Chapter 123 Public Laws of 1974 as supplemented and amended.

- 4.02 Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he or she may have under New Jersey law or other applicable laws and regulations. Nor shall anything herein be construed to deny or restrict to the Board such rights as it may have under New Jersey law or any other applicable laws and regulations. The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere by law.
- 4.03 In any emergency situation or circumstance, the Board may take such actions, as it deems appropriate.
- 4.04 An administrator shall have the right, upon request, to review the contents of his/her personnel files. An administrator shall be entitled to have a representative of the Association present during such review. Anytime an administrator reviews or examines his or her own personnel file, the Board shall have the right to have a representative present. At least once every year, an administrator shall have the right to indicate those documents and/or other materials other than evaluations to the files regarded by the administrator as obsolete or otherwise inappropriate to retain; said documents shall be reviewed by the superintendent or his/her designee and if, in fact, they are deemed obsolete or otherwise inappropriate to retain, they shall be destroyed.
- 4.05 The Association agrees that, consistent with the law, the Board may make such rules and regulations to carry out its legal obligations and responsibilities not inconsistent with the terms of this agreement.
- 4.06 No administrator shall be disciplined, reprimanded, or reduced in rank or compensation except in accordance with law.
- 4.07 No material derogatory to an administrator's conduct, service, character or personality shall be placed in the personnel file unless the administrator has had an opportunity to review the material. The administrator shall acknowledge that the copy to be filed has been ready by signing it. The administrator shall also have the right to submit a written answer to such material and any such answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

## ARTICLE V

### Board and Association Rights

- 5.01 The Association shall have access to the same public documents of the Board as are usually available to the public at reasonable request, at the expense of the Association. Upon request, three copies of the Minutes of all public meetings where the Board takes official action shall be given to the Association after they are adopted, without charge. The Board will make available to the Association, a list of all certified personnel employed by the Board that are part of the unit described in paragraph 1.01 of Article I.

- 5.02 All reasonable efforts shall be made to handle negotiations, complaints, proceedings, grievances and related conferences involving administrators in the unit and the Board outside of school working hours, but when necessary to do these matters during school hours, no such involved administrator shall suffer any loss of pay for the time involved.
- 5.03 The Association shall have the use of the inter-school delivery system. Such use shall be restricted to matters pertaining to its membership. The distribution of materials into these facilities shall be done by the Association at its expense by its members.
- 5.04 An authorized representative of the Association may speak to the administrators following any meeting consisting exclusively of the administrative staff called by the Superintendent or his/her designee.
- 5.05 The Association shall have permission to use school equipment in its place of location that is used for clerical purposes at reasonable times when such equipment is not otherwise in use. The Association shall be responsible for costs, materials and damages for all supplies and such equipment used by it and incident to its use.
- 5.06 The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, power, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and constitution of the State of New Jersey, and of the United States, except as limited specifically and expressed in terms of this Agreement.
- 5.07 In the event of any reduction in force of tenured administrators (other than by attrition) the Association shall be notified prior to public notice. Attrition is defined as retirement and/or any other voluntary termination of employment.

**ARTICLE VI**  
Administrators' Hours

- 6.01 The administrator's daily working hours shall not be less than eight (8) hours per day including lunch. However, an administrator shall be required to extend his/her daily working hours to perform his/her professional responsibilities in accordance with the existing practices for the position.
- 6.02 Administrators shall be required to conduct faculty meetings as required by the Superintendent and in accordance with the practices of the district.

**ARTICLE VII**  
Work Year.

**7.01**

The school year for all ten (10) month administrators shall be from September 1 to June 30 plus the last week of August. In addition, all ten (10) month administrators will be required to work an additional five (5) days during July or August. The administrator will be allowed to select the five (5) flexible days and must inform the superintendent or his/her designee at least 24 hours in advance. Ten (10) month and Eleven (11) month administrators shall not be required to work on those days specifically designated as holidays in the school calendar.

*ADD: Compensation for Extra Work.*

**7.02**

The school year for administrators employed on a twelve (12) month basis shall be from September 1 to August 31. The school year for an administrator employed on an eleven (11) month basis shall be from September 1 to June 30 plus the last week of July, the first week of August, and the last week of August. In addition, all eleven (11) month administrators will be required to work an additional five (5) days during July or August. The administrator will be allowed to select the five (5) flexible days and must inform the superintendent or his/her designee at least 24 hours in advance. All eleven (11) month administrators shall not be required to work on those days specifically designated as holidays in the school calendar.

**7.02.1**

The actual calendar(s) for administrators employed on a twelve (12) month basis shall be adopted annually by the Board for each school year.

**7.02.2**

It is agreed between the parties hereto that the final approval of the calendar(s) is at the discretion of the Board and its decision shall not be the subject of a grievance.

**7.03**

Twelve (12) month administrators shall be entitled to the following vacation schedules:

- One (1) year through fifteen (15) years <sup>*of service within*</sup> the district - twenty (20) working days
- Over fifteen (15) years in the district - 25 working days

A twelve (12) month administrator with less than one year in the district will earn one (1) vacation day for each month of employment during that first year.

**7.03.1** Administrators entitled to a vacation shall not take vacation days when students are in attendance without the prior approval of the Superintendent and his/her immediate supervisor.

**7.03.2** Twelve (12) month administrators may select vacation during times that school is closed for teachers and pupils. Administrators may not take vacation during the Superintendent's opening of school meeting, workshop days, and the closing of school without the approval of the Superintendent. A 12-month administrator must notify the Superintendent and his/her immediate supervisor two weeks prior to any vacation consisting of a duration of one week or longer.

**7.03.3** Unused earned vacation days may not accrue. All earned vacation days must be used by June 30 of that school year or they will be forfeited. Under certain conditions and with the approval of the Superintendent, up to 5 vacation days may be carried over, however, they must be used by December 31 of the same calendar year or be forfeited.

**7.04** Twelve 12 month administrators shall enjoy as holidays those days identified in their calendar as days on which the administrative offices are closed or other legal holidays as established by the Board as holidays for twelve (12) month administrators. In addition to holidays, twelve (12) month administrators shall also be allowed additional days as holidays, with advance notice and prior approval of the days from the Superintendent, provided however, that the total of holidays and additional days, other than vacation, shall not exceed a total of seventeen (17) days in any year commencing July 1.

**7.05** When an <sup>emp</sup> administrator changes from a full time ten (10) month <sup>emp</sup> administrative position with the Board to a full time twelve (12) month administrative position with the Board, the number of full working years as a ten (10) month professional employee with the Board shall be included to compute the total length of service to qualify for vacations under Paragraph 7.03.

## ARTICLE VIII

### Administrators' Assignments

**8.01** All administrators shall be given notice of their building assignments for the forthcoming year on or before June 12, prior to the succeeding school year where

feasible. Such assignments may be changed by the Board after June 30 where circumstances warrant a change. The Superintendent shall advise the administrator(s) involved of the change.

**8.02** Administrators desiring transfers shall forward their requests in writing to the Superintendent on or before March 1. Each request, if determined to be in the best interest of the school system, will be implemented as soon as reasonable at the discretion of the Board.

**802.1** It is agreed between the parties hereto that the final approval of all transfers is at the discretion of the Board and its decision shall not be the subject of a grievance.

#### **ARTICLE IX**

##### **Administrators' Evaluation**

**9.01** Administrators shall be evaluated at least as many times per school year as required by law. Only persons with a principal or higher administrative certification will evaluate administrators within the unit. Individual administrators may be evaluated more times than required. The evaluation of any administrator will be based upon applicable provisions contained in NJAC, Title 6.

**9.01.1** It is understood that the evaluation of any administrator will be based upon N.J.A.C., Title 6 guidelines and requirements.

**9.02** The Association agrees that the content or subject matter of evaluation or observation reports is not subject to the grievance procedure contained in Article III.

#### **ARTICLE X**

##### **Sabbatical Leave for Administrators**

**10.1** Sabbatical Leave for an administrator may only be granted by a recorded majority roll call vote of the Board of Education at a public meeting. Sabbatical Leaves may be granted for the following purposes:

**10.01.1** Study

**10.01.2** Health

**10.02** The maximum percent of base salary allowed during Sabbatical Leave for each category shall be as follows:

- 10.02.1** Study – Seventy percent (70%) of contracted annual salary.
- 10.02.2** Health – Sixty percent (60%) of contracted annual salary.
- 10.03** Sabbatical Leave is normally to be granted for a minimum of one (1) year. Such leave may be granted for one-half (1/2) year when feasible. Request for leave must be made not later than January 1 prior to the school year of leave.
- 10.04** The number of people to be granted Sabbatical Leave in any one school year shall not exceed two administrators.
- 10.05** No Sabbatical Leave may commence until an administrator has been twelve (12) years in the employ of the Union Township Board of Education except that if the Sabbatical Leave is for the purpose of study, it may commence after seven (7) years of employment with the Board. A second leave may be granted after twelve (12) additional years of service. Employees having completed twenty-five (25) years of service in Union, and never having been granted a Sabbatical Leave may, upon completion of their first leave, be granted a second leave but a five (5) year interval must occur between Sabbatical Leaves. Example: An administrator granted a Sabbatical Leave after twenty-five (25) years of service would be eligible for a second Sabbatical Leave after his/her thirtieth year of service exclusive of the first sabbatical year.
- 10.06** The following restrictions will govern Sabbatical Leaves:
- 10.06.1** Preference will be given to seniority based on service with the Board.
- 10.06.2** Assurance is given that the administrator will be returned by the Board to a comparable position at the conclusion of the leave. Provisions of Article VIII will apply to administrators on Sabbatical Leave.
- 10.06.3** No employee on Sabbatical Leave shall be gainfully employed during the leave without the previous consent of the Superintendent.
- 10.06.4** Administrators securing leave will agree to return to the employ of the Union Township Board of Education at the expiration of the leave. Upon expiration of the leave, the administrator must return to the Board for full employment for at least two (2) years. Failure to do so will make it necessary to return to the Board the total salary paid during the year of leave. If a serious illness arises to the administrator while on Sabbatical Leave or upon return to the school system, the requirement of return to the employ of the Union Township Board of Education at the expiration of the leave for a minimum of two (2) years shall be waived as well as the requirement for refund of salary paid while on Sabbatical Leave after the serious illness has been confirmed by a committee of three (3) physicians (2 school and 1 personal). When the same committee of three (3)

physicians determines that the administrator has sufficiently recovered, the administrator shall then return to duty.

**10.06.5** Persons on Sabbatical Leave shall not be eligible for tuition reimbursement provided for in this agreement during the time such person is on Sabbatical Leave.

**10.07** The following are the agreed definitions of "study" and "health" for the purposes of this Sabbatical Leave Article.

**10.07.1 Study:** The administrator must be in an educational institution engaged in a program of study which is constituted of a minimum of twelve (12) graduate credit hours for a one-half (1/2) year sabbatical leave or a minimum of twenty-four (24) graduate credit hours for a one (1) year sabbatical leave. Such credit hours shall be in education or related education, in an accredited college or university, which program of study is in furtherance of the administrator's professional education.

**10.07.2 Health:** An administrator may be granted a leave for health only upon medical proof that the administrator is in need of such leave for health reasons. Prior to granting the leave, the Superintendent or authorized designee shall have the opportunity to have the applicant examined by doctors chosen by the Board at the Board's expense. The Superintendent shall rely upon all medical evidence available in making a determination whether to grant such a leave. The time limit in 10.03 of this Article may be waived in an emergency.

**10.08** When an administrator is granted a Sabbatical Leave by the Board, the administrator will enter into a formal written agreement with the Board. The Agreement shall state the beginning and ending dates of the leave, the reasons for the leave, and that the administrator will return to full employment with the Board for a period of at least two (2) years immediately upon the expiration of the leave. The Agreement shall further state that in the event the administrator fails to immediately return to employment and continue such employment for at least two (2) years, then the administrator shall reimburse to the Board the total salary and other benefits, if any, paid by the Board for the period of leave.

## ARTICLE XI

### Absences from Duty

**11.01** All ten (10) month administrators employed by the Board of Education shall be eligible for sick leave with full pay for ten (10) school days and all eleven (11) month administrators' full pay for eleven (11) school days in any school year. All twelve (12) month administrators employed by the Board of Education shall be eligible for sick leave with full pay for twelve (12) school days in any school year. If any administrator utilizes in any school year fewer than the specified number



of days of sick leave allowed with pay, all unused sick days shall be cumulative, to be used for additional sick leave as may be necessary in subsequent years of active service with the Board.

**11.01.1** Sick leave is hereby defined to mean the absence from his/her post of duty of any such person because of personal disability due to illness or injury or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such disease in his/her immediate household.

**11.02** Absences because of contagious diseases (as defined in N.J.S. 18A:30-1) contracted through a school source related to employment in the district shall not be charged against accumulated sick days.

**11.03** If the administrator remains on the job after his/her one-half (1/2) day work schedule, then leaves because of illness, there shall be no sick day charge. If the administrator leaves his/her job, because of illness, prior to his/her one-half (1/2) day schedule, one-half (1/2) day shall be charged to sick leave.

**11.04** Administrators absent for personal illness for more days than they are allowed under Article 11.01 shall be subject to a deduction of a full day's pay for each day's absence, unless the Board upon the recommendation of the Superintendent grants additional personal illness days.

#### **EXTENDED SICK LEAVE**

**11.05** Any employee who becomes temporarily disabled may apply to the Board of Education for a leave of absence and shall be granted that leave at a mutually agreed upon time continuing to a specific date. A disabled employee may be relieved from duties if his/her performance has noticeably declined or he/she cannot produce a certification from his/her physician that he/she is medically able to continue performing normal administrative duties.

**11.05.1** For the period of disability related to the temporary disability, the employee may elect to use accumulated sick leave and return to employment after the period of disability ends.

**11.06** In order to receive sick leave pay, the employee seeking same must submit a medical certificate that is in accordance with N.J.S. 18A:30-4, which certificate must specifically attest to the condition as "disabling," and specifically state when the disability began and ended.

**11.06.1** In the event that there is any dispute as to whether (a) there is a disabling medical condition; (b) the time such condition began or ended, then the Board shall have the right to require a medical examination and evaluation to determine whether there is or was a disabling condition and when it began and

ended. Such examination shall be conducted by a physician selected by the employee from a panel of at least three (3) physicians named by the Board. The cost, if any, of any examination required by the Board shall be at Board expense.

**11.06.2** In the event of a disagreement as to either (a) the existence of a medical disability, or (b) the time it began or ended, then the Board and the employee shall agree upon a third doctor, who shall examine and evaluate the employee to determine whether there was a disability and the time it began and ended. The opinion of the third physician shall be binding upon the parties.

**11.06.3** In the event the parties cannot agree who the independent physician should be, the selection of an independent physician shall be made by reference to arbitration.

**11.07** The date of return may be extended for an additional reasonable period of time at the employee's request for reasons associated with the disability or for other proper cause, but the Board need not extend the leave of absence of a nontenured employee beyond the end of the contract school year in which the leave was granted. An employee may not be barred from returning except for lack of sufficient medical evidence of capability or because of failure to specify a date of return.

#### **DEATH IN THE IMMEDIATE FAMILY**

**11.08** In each school year, an administrator shall be granted up to five (5) school days absence out of seven (7) consecutive days for each death in the immediate family, or because of death in the immediate family of spouse, without loss of salary. Those days shall not accumulate from year to year. The term "immediate" means wife, husband, grandchildren, parents, children, grandparents, brothers and sisters of the administrator, mothers-in-law, fathers-in-law, brothers-in-law, sisters-in-law, sons-in-law, daughters-in-law and permanent members of the household equivalent to the above of the employee.

#### **MILITARY SERVICE**

**11.09** Where applicable, each administrator shall enjoy and be entitled to all the provisions of New Jersey and Federal laws concerning service in the military service of the State of New Jersey or the United States of America.

#### **PERSONAL DAYS**

**11.10** All ten (10) month and eleven (11) month administrators may be absent up to a total of five (5) personal days, and twelve (12) month administrators may be absent up to a total of six (6) in any one school year without loss of salary. All of these existing personal days shall be available to an administrator without

reason, such absence not to be taken before or after a holiday. In addition, no more than two (2) personal days may be taken consecutively without the permission of the Superintendent.

11.11 Such absence shall be in addition to the days granted for sick leave. Unused personal days shall be added to the previously accumulated sick leave of the administrator for the following school year.

11.12 When absence, under the circumstances described in N.J.S. 18A:30-1 (Definition of sick leave), exceeds the annual sick leave and the accumulated sick leave, the Board may pay, in individual cases and for just cause, any such person each day's salary less the pay of an appropriate administrative substitute, if a substitute is employed, for such length of time as may be determined by the Board in each individual case. A day's salary is defined as 1/200 of the annual salary for ten (10) month administrators. A day's salary is defined as 1/220 for an eleven (11) month administrator. A day's salary is defined as 1/240 of the annual salary for twelve (12) month administrators. Any decision of the Board is not subject to grievance arbitration.

11.13 In individual cases, the Board has discretion to act in ways other than stated in 11.08 and 11.10. Such discretion may not be the subject matter of a grievance of any other procedure under this agreement.

11.14 A leave of absence without pay may be granted to any tenured administrator to care for a sick member of an administrator's immediate family. The length of such a leave shall be determined by the Superintendent and is subject to a majority roll call of the Board at a public meeting. Any leave granted under this paragraph shall not exceed one (1) school year.

FMLA

11.14.1 A request for such a leave as defined in this agreement shall be made in writing to the Superintendent. The date on which the leave may commence and terminate shall be determined by the Superintendent and approved by the Board.

11.15 While on such a leave, no seniority or longevity rights accrue.

11.16 The decision to grant such a leave without pay is not subject to the grievance procedure.

## ARTICLE XII

### Child-Rearing Without Pay

12.01 An administrator may request leave for child-rearing purposes for the balance of the school year (ending June 30) in which the administrator or spouse of such administrator gives birth to a child.

FMLA

- 12.01.1 Such leave must be requested, in writing, addressed to the Superintendent, at least six (6) weeks before the anticipated birth of the child.
- 12.01.2 If granted, the child-rearing leave may commence on the day after the birth of the child and continue to the end of the school year (June 30) in which the child was born.
- 12.01.3 A request for extension of child-rearing leave may be made and, if made, must be in writing, addressed to the Superintendent, for the year (July 1 through June 30) next succeeding the birth of the child, by the administrator if such a person was under tenure at time the leave originally began. Such request must be made not later than April 1 preceding the year for which the extension is requested.
- 12.01.4 A second consecutive full school year extension may be requested for child rearing beyond that described above if the total child-rearing leave requested would not exceed two and one-half academic years. The request for the second consecutive full school year extension must be made in writing no later than April 1 preceding the school year for which the second extension of the leave is requested.
- 12.01.5 All child-rearing leaves described above in this Article shall be made in writing and subject to the recommendations of the Superintendent and approval of the Board.
- 12.01.6 A nontenured administrator may be granted child-rearing leave beyond the end of the school year in which the child is born.
- 12.01.7 If granted, child-rearing leave shall be without compensation of any type. Seniority shall not accrue during the term of the leave.
- 12.02 An administrator adopting a child under five (5) years of age may apply for a child rearing leave commencing upon receiving physical custody of the child.
  - 12.02.1 Such leave must be requested in writing, addressed to the Superintendent, with as much advance notice as the administrator can supply with reasonable certainty, as to when physical custody of the child will be received.
  - 12.02.2 If granted, the child rearing leave shall commence on the day the administrator receives physical custody of the child and continue to the end of the school year (June 30) during which physical custody of the child was received.
  - 12.02.3 Tenured administrators may request up to two (2) extensions of the same leave in accordance with the procedure in Paragraphs 12.01.4 and 12.01.5 of the Article.

**2.02.4** A nontenured administrator may be granted child-rearing leave beyond the end of the school year in which the physical custody of the child is received.

**12.03** No provision of this Article shall be retroactive prior to the signing of this Agreement.

**12.04** An administrator desiring to request an extension, or who is given notice to return to employment with the Board, shall give written notice of intention to do so at least five (5) months prior to July 1 if a twelve (12) month employee, or prior to September 1, in the next school year if a ten (10) month employee. A failure to provide such written notice to the Board shall constitute a resignation and abandonment of position.

### **JURY DUTY**

**12.05** In the event an administrator, subject to the terms of this Agreement, receives a questionnaire for jury duty, the administrator shall advise the Jury Commissioner that he/she is employed by the Union Board of Education and request to serve jury duty at a time that school is not in session. In the event that the administrator is not given a choice to serve jury duty when schools are not in session, he/she shall receive regular compensation and deliver over to the Board any compensation received as a juror. In the event that they can serve jury duty when school is not in session, they must serve jury duty when school is not in session or he/she shall not be compensated.

### **ARTICLE XIII**

#### **Protection of Administrators**

**13.01** All administrators shall be entitled to receive all insurance benefits for any injury sustained in the course of employment for which the Board has secured insurance coverage in accordance with the terms of such insurance policies. (Workers' Compensation)

**13.02** Whenever any administrator is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, he/she shall be paid the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payment provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Worker's Compensation. Any amount of salary or wages

paid or payable to the administrator pursuant to this section shall be reduced by the amount of any worker's compensation award made for temporary disability.

- 13.03** The Board shall reimburse administrators for the reasonable value of any clothing or personal property damaged or destroyed as a result of an assault upon an administrator while the administrator was acting in the discharge of duties within the scope of his/her employment.

#### ARTICLE XIV

##### Administrators' Professional Development Program

- 14.01** The Board agrees to pay the full cost of tuition incurred in connection with any professional courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which an administrator is required by the Superintendent to take.

- 14.02** The Board agrees to reimburse administrators at the current State of New Jersey graduate tuition, per approved graduate credit or ~~approved undergraduate credits at the current~~ New Jersey State College ~~undergraduate~~ tuition rate per credit, up to nine (9) credit hours per contract year, for courses taken at accredited colleges, in (1) a program of study which is constituted of a minimum of twenty-four (24) graduate credit hours in education or related to education which program of study is in furtherance of the administrator's professional education; or (2) for those administrators possessing an earned Master's degree, for courses in education or related to education in furtherance of the administrator's professional education; or (3) for administrators possessing an earned Master's degree, for courses in a program of study which is designed to result in an earned doctoral degree in education or related to education, in furtherance of the administrator's professional education; or (4) for administrators possessing a Master's degree for courses intended to result in additional administrative certification(s) in subject matters specifically approved by the Superintendent.

Those administrators electing to attend a private college or university will be eligible for reimbursement up to the equivalent of the highest tuition rate charged by a New Jersey State College. This rate shall be set annually on July 31 and shall be rate for that school year.

- 14.03.1** All reimbursement is subject to prior approval of the Superintendent or his/her designee. Applications for reimbursement must be submitted for approval, in writing, no later than one (1) month prior to commencement of the course. The application shall have attached with it a copy of the catalogue description of the course and such other information, as the applicant deems reasonable to describe the course. Under normal circumstances, the applicant will be advised of approval or rejection no later than ten (10) days after submitting the application. However, if more time is required to investigate the application, the

applicant will be so advised. The Superintendent may develop a standardized form for use in applications for tuition reimbursement. The form shall be subject to review and approval by the Association. All applications shall be submitted on such form.

14.03.2 Reimbursement shall be paid in as reasonable time after the applicant has submitted to the Superintendent a paid receipt for the cost of the credits and satisfactory proof of a passing grade for the credits.

14.03.3 Administrators on leave, with or without salary, shall not be eligible for tuition reimbursement for courses taken while on leave.

## ARTICLE XV

### Health Insurance

Member - ~~Spouse~~  
~~Spouse~~  
Spouse

The Board of Education has implemented the School Employees Health Benefits Plan, as administrated by the New Jersey Division of Pensions.

15.01 The Board shall provide the expense of health benefits insurance as provided by the New Jersey School Employees Health Benefits Plan, as administered by the New Jersey Division of Pensions, as amended. The applicable insurance (single, parent-child, husband-wife, family) referred to in this paragraph, shall be available to all employees, where applicable, who are represented by the Association except employees on leaves of absences without pay, who may continue such coverage at their own expense.

15.01.1 The waiting period shall be in accordance with the SEHBP policy.

15.01.2 ~~Benefit levels shall be equal to or better than the existing plan(s) if and when the Board changes carriers. Effective July 1, 2012 and thereafter,~~ Benefit levels shall be substantially similar to the existing plans if and when the Board changes carriers.

15.02 The Board shall provide dental insurance coverage as presently provided by Delta Dental Insurance of New Jersey, as described in the certificate of insurance supplied by Delta Dental Insurance of New Jersey, Plan III-B, with Adult Orthodontic coverage. Descriptive brochures of the coverage are to be provided for employees by the insurance carrier or plan administrator and will be available for distribution when received by the Board. ~~Effective July 1, 2012 and thereafter,~~ Benefit levels shall be substantially similar to the existing plans if and when the Board changes carriers.

- 15.03** All insurance provided shall be in accordance with the terms of such insurance policies. All eligibility for insurance shall be in accordance with the terms of the policies issued and the responsibility of the Board shall be no greater than the terms of such policies of insurance, as issued or applied.
- 15.04** Notwithstanding the provisions of Paragraph 15.01, the Board and the Association agree that in the event that the Board or the Association desires to replace the health benefits or dental insurance described in Paragraphs 15.01 and 15.04, the Board may do so upon the following conditions, the Association agreeing that such conditions shall apply.
- 15.04.2** There may be no break or discontinuance in present benefits.
- 15.04.3** Any provider of health benefits insurance must provide insurance that is generally acceptable to hospitals in the area of Union, New Jersey.
- 15.04.4** Any provider of health benefits insurance must have a reputation for making payments within a reasonable amount of time.
- 15.04.5** The Association shall have the right to reject the selection of a new health or dental benefits insurance provider for any of the reasons set forth in Article XV, subparagraph 15.04 (15.04.2 through 15.04.4). Such rejection, if it occurs, may be submitted to arbitration under the terms of Article III.
- 15.05** Prior agreements and resolutions of disputes reached between the Association or its agents and the Board or its agents shall remain in effect.
- 15.06** During the term of this Agreement, if the Board provides to any bargaining unit employees, broader health benefits, or new types of health insurance, i.e., prescription plan, such insurance shall be extended to the administrators' unit in a like manner.

## ARTICLE XVI

### Salary Class Change Procedures for Administrators

**16.01**

Administrators who receive an earned doctoral degree in education or related to education from an accredited university or college shall receive salary in addition to the amount set forth on the appropriate salary guide the sum of one-thousand dollar (\$1,000).

# 1500.



## **ARTICLE XVII**

### **Job Vacancies**

- 17.01** All openings for administrative positions shall be publicized by the Superintendent in accordance with the following procedure for publicizing vacancies.
- 17.01.1** Publicizing of vacancies shall be accomplished by posting notice of the opening, and such other publicity of the position as the Board may desire to utilize.
- 17.01.2** The posting shall set forth the title, the duties, and the minimum qualifications necessary to apply for the position.
- 17.01.3** In the event that it is necessary for a vacancy to be filled to assure the continuing education process, an interim administrator may be hired on a temporary basis, not to exceed 120 days.
- 17.02** The Superintendent shall distribute, at the regular Principals', Directors' and Supervisors' meetings, a list of the resignations, appointments, retirements and other long-term leaves.

## **ARTICLE XVIII**

### **Administrator Facilities**

- 18.01** The Board and the Association agree that during the term of this Agreement, adequate facilities shall be provided, with the understanding that the Board shall have the final discretion as to requests for additional facilities greater than those provided during the previous school year.
- 18.02** An assigned parking space will be provided for each administrator at their base school.

## **ARTICLE XIX**

### **Payroll Check-Off Items**

- 19.01** The Board agrees and the Association does authorize the Board to deduct monthly the Association or other dues as may be levied by the Association from the salaries of the administrators, all in accordance with the applicable laws.

19.02

The Board further agrees and the Association does authorize the Board to make such other payroll deductions up to the limits of the district's data processing capability as follows: (1) Tax Sheltered Annuities, (2) ~~Savings Bonds~~, (3) United Fund contributions, (4) Prudential Life Insurance Company, (5) T.P.A.F. or P.E.R.S. supplemental annuity payments, (6) Union County Educators' Federal Credit Union, (7) Unum Life Insurance Company and any other approved. Such requests shall be in writing on forms supplied by the Board, and filed with the Board. All such deductions are non-contributory by the Board and fully paid by employees individually.

INDEMNIFICATION AND SAVE HARMLESS PROVISION

19.02.1

In addition to the above, the Board may make all payroll deductions as are requested and allowed by law which can be accommodated by the district's data processing system in use currently.

2. Exception

It is expressly understood that Paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board.

19.02.2

1. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that: (a) the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph, and (b) if the Association so requests in writing, the Board will cooperate with the Association in the defense of the claim, except if such cooperation would result in a conflict of interest or claim.

19.03

The Board and the Association agree that there shall be an annual review of the Tax Sheltered Annuity Program. Any employee may enroll in a Tax Sheltered Program on a monthly basis.

**ARTICLE XX**

**Miscellaneous Provisions**

20.01

Copies of this Agreement shall be printed at the expense of the Board. The printing format of the Agreement shall be determined by the Board. This Agreement shall be presented to all administrators employed by the Board with distribution made by the Association.

- 20.02** No administrator shall be required by any member of the administration or Board to transport any student in his/her private carrier.
- 20.03** Wherever in the Agreement the Superintendent of Schools is referred to, such reference shall be deemed to include any authorized designee acting with the consent of the Superintendent of Schools.
- 20.04** Nothing in this Agreement shall be interpreted or understood to maintain any past practices or non-economic benefits that may pre-exist the execution of this Agreement that are not expressly stated and included (as benefits) in this Agreement. No language of this Agreement that is general in nature shall be interpreted or understood to include what is not expressly and clearly stated in this Agreement to be an employee benefit. There were negotiations concerning all subjects the parties intended to negotiate and this Agreement represents the total agreement of the parties.
- 20.05** If any part of this Agreement becomes contrary to law during its duration, that part only shall be severed from the other articles. All other articles or sections shall remain in full effect.
- 20.06** The President of the Association or designee may receive up to three (3) days leave on a half or whole day basis for Association business, with pay, provided notice of absence is given to the Superintendent by 3:00 p.m. of the preceding school day, except for emergency, not to include those days referred to in Article 5, Section 5.02. In addition, the President of the Association may receive up to two (2) days leave on a half or whole day basis for Association business, on the same terms as above, except that the Association shall reimburse the Board (for a full day's absence), 1/200<sup>th</sup> of the President's or his/her designee's annual salary.
- 20.07** All administrators shall be paid their annual salary in twenty-four (24) equal payments between September 1 and August 31. Those payments will be on the 15<sup>th</sup> and last day of the month.

**20.08** The total payment to each ten (10) month administrator, covered by this Agreement for each applicable school year covered by this Agreement, includes payment for the last five days of August and five (5) flexible days in July or August.

**20.09** The eleven (11) month employees shall include all middle and elementary principals plus the athletic director.

**20.10** The salary guides for the various positions are set forth in Schedules A, B and C, which are attached hereto for the years commencing September 1, 2009, 2010 and 2011. It is agreed that the individual administrators shall move from guide to guide in accordance with attachment marked A, B and C, in each of the three (3) years of this Agreement. See attached 2009-2010, 2010-2011, 2011-2012 salary schedules A, B, and C. Attached Salary Schedule A, B, C constitutes the twelve (12) month period September 1 through August 31 for each year of the contract. For the 2009-2010 year all administrators will remain on their current step on the guide (example step 3 remains step 3) and receive the increase as reflected in Salary Schedule A. In the 2010-2011 and the 2011-2012 school years, all administrators will move through the guide (example step 3 moves to step 4) and receive the increase as reflected in Salary Schedule B and Salary Schedule C.

**20.10.1** If the building principal or vice principal is required to supervise and evaluate a specific department, they will receive a stipend of \$4,500 in addition to their regular salary.

**20.11** Promotion/Movement Adjustments

**20.11.1** Any promotional adjustment within the unit for a ten (10) month administrator shall be accomplished by lateral movement across the guide. At no time will the lateral movement result in a loss in salary from a vertical movement in the guide from which the individual is being promoted over the term of the contract.

20.11.2 Movement from ten (10) month Administrator to twelve (12) month Director shall be accomplished by movement to the appropriate step on the guide that he/she would have been on had he/she remained on the ten (10) month guide.

20.12 Administrators who may be required to use their own automobile in the performance of their duties and administrators who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the mileage rate that is in use and approved by the Board. ~~Administrators~~

20.13 The Board may withhold any salary increase from any administrator upon recommendation of the Superintendent and with the approval of the Board of Education. Administrators shall have such rights as are bestowed upon them by law and any legal right shall not be abrogated.

20.14 All administrators with twenty (20) or more years of employment within the district shall upon resignation of employment for retirement, or other purposes, receive \$100 per day for up to 350 days accumulated sick leave providing the total amount is allowed by code. Cop @ \$15K

20.14.1 At the time of resignation administrators with eighteen (18) or more years of service in the district shall apply to the Secretary of the Board for payment of accumulated sick leave. All payments for accumulated sick leave reimbursement as specified in Article 20.14 will be a post retirement employer contribution and all deferred compensation will be made to an appropriate 403(b) plan in accordance with mandated guidelines. The initial payment will be made within sixty (60) days of separation and will be the maximum payment allowed by law. All remaining payments will be made at their maximum level and within sixty (60) days of the beginning of a new calendar year. The overall length of the deferred payment shall not exceed three (3) years.

20.14.2 If an active employee, under contract, is deceased but otherwise eligible for "terminal pay on basis of accumulated sick days under the terms of this Agreement or as allowed by law, payment shall be made to the estate of the employee.

Side Bar Agreement for year one of new contract

The current contract shall be extended through August 31, 2009. The summer schedule for all employees will remain in effect as indicated in the current contract dated July 1, 2006 through June 30, 2009. Effective July 1, 2009, all twelve (12) month employees shall be allowed to use their allotted vacation days for the 2009-2010 school year. During the first year of the new contract, they will receive an additional five vacation days. These days must be used between July 1, 2009 and August 31, 2010.

*Anthony L. Lester* 4/29/09  
 President UTASA

*Thomas J. [unclear]* 4/29/09  
 Superintendent

*[Signature]*  
 Attest

ADD: Longevity Stipends (like custodians)

			<u>VRS</u>	
<del>ADD</del> SALARY	3.9%	↑	15	\$1000
			20	\$1500
			> 25	\$2000.