

AGREEMENT
BETWEEN
MANCHESTER TOWNSHIP
BOARD OF EDUCATION
AND
THE ADMINISTRATIVE UNIT
PRINCIPALS
VICE PRINCIPALS
VICE PRINCIPAL/ATHLETIC DIRECTOR
SUPERVISORS OF INSTRUCTION

COVERING THE PERIOD
JULY 1, 2010
THROUGH
JUNE 30, 2013

Board: _____

Unit: _____

PREAMBLE

The following document constitutes a contract between the Manchester Township Board of Education and the Manchester Township Administrative Unit.

ARTICLE I

1:1 The Board hereby recognizes the Administrative Unit as the exclusive and sole representative for collective negotiating concerning grievances and terms and conditions of employment for all regularly employed certified administrators listed below:

Principals
Vice Principals
Vice Principal/Athletic Director
Supervisors of Instruction

1:2 The Board and the Unit agree to participate in negotiations under the New Jersey Employer-Employee Regulations Act, such participation being in good faith for the purpose of arriving at mutual agreement on the terms and conditions of employment. Negotiations shall begin no later than November 15 of the year prior to the school year for which the contract will be negotiated.

1:3 Directing Requests: Requests for meetings from the Administrative Unit will be made directly to the Superintendent. Requests from the Board shall be made to the representative of the administrators. A mutually convenient meeting date shall be set within 30 days of the date of request by either party.

1:4 Meetings: Meetings shall be called upon the written request of either party. Requests for meetings shall contain the reasons for the request. Official summary minutes shall be kept by the parties present.

1:5 Agreement: When agreement is reached, it shall be reduced to writing by the Board, and when ratified by the Board and the administrators shall be signed by both parties. The agreement shall not discriminate against any member of the unit regardless of membership or non-membership in the Unit.

ARTICLE II

GRIEVANCE PROCEDURE

The grievance shall be a complaint arising out of interpretation and application or violation of policies, agreements or administrative decisions affecting the terms and conditions of employment of the employees covered by this agreement.

Board: _____

Unit: _____

1. The grievant shall submit his/her grievance in writing on the Grievance Form to the Superintendent within fifteen (15) school days of the incident unless extenuating circumstances prohibit meeting this time stipulation.
2. The Superintendent will answer or settle the matter within five (5) school days of receipt of the grievance.
3. If the grievant is not satisfied after Step 1, the grievant may appeal to the Board of Education in writing within ten (10) school days after receipt of the superintendent's answer.
4. The Board of Education will schedule a meeting with the grievant within thirty (30) school days after receipt of the grievance and render a decision within fifteen (15) days after the hearing.
5. If the grievant is still not satisfied, he/she may take appropriate steps within the confines of law and ask for arbitration.
 1. He/she may within five (5) school days of the Board's decision, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious, they may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the grievant.
 2. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the American Arbitration Association or PERC by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or PERC in the selection of an arbitrator.
 3. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her recommendation not later than thirty (30) school days from the date of the close of the hearings, or if oral hearings have been waived, then from the date of the final statements and proofs on the issues are submitted to him/her. The arbitrator's recommendation shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any recommendation which requires the commission of an act prohibited by law or which is in violation of the terms of the Agreement.

Board: _____

Unit: _____

4. The arbitrator shall limit him/herself to the interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other(s).
5. The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided in this Agreement.
6. The award of the arbitrator on the merits of any grievance within his/her jurisdiction and authority as provided in the Agreement shall be final and binding on the aggrieved employee or employees, the Association and the Board.
7. All fees of the arbitrator including, but not limited to necessary travel expenses, fees for transcripts and payments to witnesses, of any arbitration proceedings shall be borne by the parties equally, except that each shall pay the fees of its own counsel.
8. Nothing in the Article shall be construed to deny to the grievant the right to appeal to PERC, the Commissioner or the courts.

ARTICLE III

AMENDMENTS

All or part of this agreement may be amended by mutual consent. All amendments must be in writing and be signed by the Board President and one additional member of the Board, as well as by two representatives of the bargaining unit.

ARTICLE IV

INSURANCE PROTECTION

4:1 ***Medical:***

The Board will pay full premium on the Family Plan for medical and surgical under carriers of their choice, except that such coverage shall be at least equal or the same as the PACE program.

Employees hired prior to July 1, 2010, who hold traditional health coverage, shall retain this product unless the employee changes to a new product. Those employees hired prior to July 1, 2010, who are enrolled under either PPO or HMO coverage, shall have the opportunity to change to the traditional plan through June 30, 2010.

Board: _____

Unit: _____

Employees hired after July 1, 2010 shall have a choice of the benchmarked PPO and HMO products only (benchmarking July 1, 2010), and shall have all the Conditions as listed in this section above.

4.1a The major medical deductible shall be \$200 single and \$400 family for Traditional Plan coverage and \$250 single and \$500 family for PPO Plan coverage. For Example:

	<u>Old</u>		<u>New</u>
A. Traditional Single	\$150	to	\$200
B. Traditional Family	\$300	to	\$400
C. PPO Single	\$150	to	\$250 for out of network
D. PPO Family	\$300	to	\$500 for out of network

4.1b The threshold cap on major-medical coverage will be \$4,000 single and \$8,000 family for Traditional Plan coverage and \$5,000 single and \$10,000 family under PPO Plan coverage (out of pocket maximum). For Example:

	<u>Old</u>		<u>New</u>
A. Traditional Single	\$3,000	to	\$4,000
B. Traditional Family	\$6,000	to	\$8,000
C. PPO Single	\$3,000	to	\$5,000
D. PPO Family	\$6,000	to	\$10,000

Examples: Threshold Cap (out of pocket maximums)

	<u>Deductibles</u>		<u>Total out of pocket</u>
	<u>Maximum for employees</u>		<u>Threshold cap</u>
A. Traditional Single	\$200 plus	(80% of \$4000 = \$ 800) =	\$1,000
B. Traditional Family	\$400 plus	(80% of \$8000 = \$1,600) =	\$2,000
C. PPO Single	\$250 plus	(80% of \$5000 = \$1,000) =	\$1,250
D. PPO Family	\$500 plus	(80% of \$10,000 = \$2,000) =	\$2,500

Board: _____

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After reaching the total out of pocket maximum, all expenses shall be paid at one hundred (100%) percent by the carrier.

4.1c The PPO office visit co-pay shall be increased from ten dollars (\$10) to fifteen dollars (\$15) for the duration of the contract.

4.1d Insurance Waiver Opt Out

Employees may choose to opt out of health benefits (All Coverage or Health and Prescription Only) receiving 25% of the total premium of coverage waived or \$5,000 whichever is less as cash waiver incentive, provided they submit proof of insurance through another carrier. Acceptable proof would be a letter from the employer or the insurance carrier verifying insurance coverage. An employee may opt out of all coverage, or elect to opt out of health and prescription only.

All incentive income received is taxable, but not pensionable. Two (2) equal installments shall be paid on December 15th and June 15th of the respective school years.

In the event an employee's replacement insurance coverage is terminated as a result of any life-altering event such as termination of insurance, unemployment, reduction in the number of hours of employment, death, disability of a spouse, divorce, legal separation, activation to full time military status, etc., re-enrollment is permitted at the time of the incident, or during the open enrollment period. Coverage shall commence immediately upon enrollment. Re-entry into the Manchester Twp. School District plan will be limited to the benchmarked PPO or HMO plans effective July 1, 2010. During the May open enrollment period, any employee that had previously opted out shall have the opportunity to opt into the PPO or HMO plan without a physical.

Waiver forms must be completed, signed, and submitted by the employee with copies to the Board of Education. The Board of Education shall be held harmless.

The Board of Education will establish an IRS 125 plan.

4:2 **Dental:**

The Board will pay full premium on the Family Plan for dental care under a carrier of their choice. Such plan will be for 100% coverage of those employees eligible for same.

4:3 **Optical:**

A vision/eyeglass plan of the Board's choosing shall be implemented; covering the same personnel and dependents as present medical coverage.

There shall be a deductible of \$10.00 for an exam and \$25.00 for glasses or lenses.

Board: _____

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4:4 ***Prescription Plan:***

For the duration of the contract, the Board will pay the full premium on the Family Plan for a Co-pay of two (2) times retail (mail) - \$10(generic) - \$25(non-generic). If a generic prescription is not available, the non-generic prescription will be \$10. The plan will include insulin and contraceptives.

Example of mail order Co-payment:

If the generic co-payment is \$10 at a retail pharmacy (One (1) month supply), the mail order co-payment would be two times the retail pharmacy rate or \$20 and would be for a three (3) month supply of that prescription.

4:5 ***Continuation of Insurance Protection:***

All employees on leave without pay, or those who retire, shall have the option to remain in all the medical plans and shall reimburse the Board at the group rate, three (3) months in advance.

4:6 ***Disability Insurance:***

The Board will provide a group disability insurance policy for the administrative unit issued by UNUM Insurance Company at no cost to the employee. The policy will have a benefit level equal to 60% of salary.

ARTICLE V

**SICK LEAVE, PERSONAL DAYS AND
TEMPORARY LEAVES OF ABSENCE**

5:1 The Board will grant fifteen (15) sick days and five (5) additional days at the Board's discretion.

5:2 The Board will allow four (4) personal days. Unused personal days will be converted to one sick day for each unused personal day. Converted days may not be included in those accumulated for reimbursement when retiring or leaving the district.

5:3 The Board shall grant four (4) days leave, with pay, for death in the immediate family, unless the deaths occur simultaneously, in which case the same days shall apply for each death. Immediate family shall include; mother or father, husband or wife, son or daughter, brother or sister, guardian, father-in law or mother-in-law, grandchildren, step family member and domestic partner. The Board shall grant three (3) days leave for aunt, uncle, grandparents, grandparent-in-law, sister-in-law, brother-in-law, niece and nephew. The Board will allow for extenuating circumstances.

Board: _____

Unit: _____

- 5:4 a. Administrators leaving the Manchester Township School District for the purpose of retirement will be paid for sick leave at a rate of one-half (1/2) pay for each day, up to a maximum of \$20,000. Any employee hired July 1, 1997 and thereafter, will only be paid for sick leave accumulated while employed in Manchester.
- b. In the event of the death of an employee prior to retirement, the accumulated sick leave payment shall be paid to the employee's estate.
- 5:5 Administrators will not be required to work on days when school is closed for inclement weather, winter recess, spring recess or teachers convention, unless deemed necessary by the Superintendent of Schools.
- 5:6 Upon request of a tenured administrator, and with the recommendation of the Superintendent of Schools and the approval of the Board of Education, a leave of absence may be granted without pay and benefits for not more than one (1) year. Said request shall not be unreasonably denied. Employees may pay the insurance premiums through the Board at group rates. If the leave exceeds six (6) months, it shall not count for advancement on the salary guide.

ARTICLE VI

WITHHOLDING OF INCREMENTS AND RAISES

The Board of Education may withhold increments or other raises for inefficiency or other good cause as provided in the New Jersey statutes 18A:29-14 and the decisions of the Commissioner and other courts of the State of New Jersey interpreting said statute.

ARTICLE VII

TERMINATION OF CONTRACT

Sixty (60) days notice must be given, in writing, by the administrator to the Board of Education of his/her intention to terminate the employment contract. The Board must give non-tenured administrators sixty (60) days notice of intention to terminate the employment contract.

ARTICLE VIII

VACATION

- 8.1 The vacation schedule with pay shall be:

Board: _____

Unit: _____

Under fifteen (15) years in public school education - 20 days
Fifteen (15) years or more in public school education - 25 days

- 8:2 In any given year, the number of banked vacation days will not exceed the eligible vacation days for that year. A minimum of ten (10) vacation days shall be taken each year. Banked vacation time may be used for extended vacations, provided that the employee has approval from the Superintendent. Banked vacation time in excess of the yearly allotment will be lost unless the employee has the prior approval of the Superintendent to carry unused vacation into the following year. The approval to carry vacation time to the following year shall be reserved for those instances in which the requirements of the District and/or the Superintendent prevented the employee from effectively utilizing his or her vacation time.
- 8:3 Accrued vacation time shall be paid to the employee upon resignation, retirement or termination of contract.
- 8:4 Vacation pay shall be provided to the employee before the start of the vacation. A written request must be received in the Superintendent's office thirty (30) days prior to the commencement of the vacation.
- 8:5 Employees must request vacation days at least two (2) weeks in advance. The Superintendent of Schools must approve specific dates of vacation before they can be taken.
- 8:6 Administrators hired July 1, 1998 and thereafter, who have a ten (10) or eleven (11) month contract will not receive vacation.

ARTICLE IX

PROFESSIONAL DEVELOPMENT

- 9:1 The administrative unit shall be allotted \$26,000 during the life of the contract for professional development, to be used for:
- Tuition of courses approved by the Superintendent.
 - Costs accrued for attendance at national, state and/or other approved, educationally-related conventions, or symposiums.
 - An additional \$1,000 above and beyond the \$26,000 allotment may be used for tuition by an administrator not scheduled for professional improvement funds (See below).
 - Schedule of use:
 - (1) Principals may utilize professional improvement funds one out of the three years at a maximum allotment of \$2,000 per year.
 - (2) Vice-principals and supervisors may utilize professional improvement funds one out of the three years at a maximum allotment of \$2,000 per year.
 - (3) Any unused professional improvement funds, exclusive of the

Board: _____

Unit: _____

\$1,000 off-year allotment, shall be utilized by any administrator for professional improvement upon approval of the superintendent, including course reimbursement.

- All approval for conference travel will be at the discretion of the Superintendent of School and/or School Business Administrator.

- 9.2 Administrators must indicate their intent to take courses by June 1st for summer and fall courses and by January 1st for spring courses. Courses are to be in education and clearly related fields in a recognized graduate program; however, at the sole discretion of the Superintendent, professional development courses or symposiums may be substituted thereby waiving the requirement that all courses be in a recognized graduate program.
- 9.3 The Board will reimburse the Administrators after they have successfully completed the courses or symposiums.
- 9.4 If tuition reimbursement is utilized from anyone covered under the agreement, it is expected that the unit member remain employed with the district for three years after the reimbursement. If that individual leaves the district, a pro-rated portion of the reimbursement will be payable back to the district by the individual.
- 9.5 The Board will additionally pay for approved courses that they request an administrator to take when that administrator has successfully completed the course of instruction.
- 9.6 In the event that there are monies remaining in the professional development account allotment for the administrative unit, the administrative unit can petition the superintendent to utilize any remaining funds within said account toward reimbursement in a recognized graduate program for any members chosen by the administrative unit who has exceeded their \$2,000 allotment. This request must be made by May 1st of each year of the agreement.
- 9.7 The Board shall pay dues for national and state associations in the amount not to exceed one thousand two hundred (\$1200) per year for each member of the bargaining unit.

ARTICLE X

TRAVEL

- 10.1 Employees required to use a personal vehicle to travel between schools or to travel on school business shall be reimbursed at a rate of thirty-one (31) cents per mile as per State regulations.

Board: _____

Unit: _____

MANCHESTER TOWNSHIP ADMINISTRATOR'S UNIT	MANCHESTER TOWNSHIP BOARD OF EDUCATION
Date	Date
Date	Date
Date	Date
Witness	Date

Board: _____

Unit: _____