

AGREEMENT
BETWEEN THE
BERLIN TOWNSHIP BOARD OF EDUCATION
AND
THE BERLIN TWP. PRINCIPALS and
SUPERVISORS ASSOCIATION
2021-2024

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ARTICLE 1 RECOGNITION

A. Membership

The Board recognizes the Berlin Township Principals, Supervisors Association, hereinafter known as "The BTPSA," as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all regularly employed and certified Principals and Supervisors employed by the Berlin Township Board of Education, hereinafter known as "the Board."

B. Definitions

Employee /Unit Member - When used hereinafter in this Agreement, this term shall refer to all regularly employed and certificated Principals and Supervisors represented by the BTPSA in the negotiating unit as defined above.

C. Non-tenured contracts

Non-tenured unit members shall receive an annual written service contract appointing them to their position. Said contract shall contain a notice by each party allowing termination of employment with a 60-day written notice.

ARTICLE 2 NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123 Public Law 1974 in a good-faith effort to reach agreement on matters concerning the terms and conditions of employees' employment. Such negotiations shall begin no later than November 15th of the academic year in which this Agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and The BTPSA and be adopted by the Board.
- B. During negotiations, the Board and The BTPSA shall present relevant data, exchange points of view and make proposals and counter proposals.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the

course of negotiations as is allowed under Title 18A of the Statutes of New Jersey.

D. Negotiations Procedures

1. Representatives of the Board and the Association's negotiating committee shall meet at the request of either party for the purpose of reviewing the administration of the Agreement, and to resolve problems that may arise. Each party shall submit to the other, at least two school/business days prior to the meeting, an agenda covering matters they wish to discuss. These meetings are not intended to bypass the grievance procedure.
2. All meetings between the parties shall be regularly scheduled, whenever possible to take place when the employees involved are free from assigned administrative responsibilities, unless otherwise agreed.
3. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be ratified by the Board and BTPSA, and be signed by the authorized representative of the Board and the BTPSA.
4. Electronic copies of the Agreement shall be distributed after ratification to each member of the Association within 90 days.
5. The Board or its representatives shall not negotiate with any other individual or organization relative to terms and conditions of employment concerning the employees covered by Article I of this Agreement other than the BTPSA for the duration of this Agreement.
6. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either of the parties at the time they negotiated or executed this Agreement.
7. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3
GRIEVANCE PROCEDURE

A. Definitions/Conditions

1. A "Grievance" shall mean a complaint by an employee or the Association (1) that there has been as to him/her a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement or (2) that he/she has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or administrative decision governing or affecting employees.

However, the term "Grievance" shall not apply to any matter which (a) a method of review is prescribed by law or State Board Rule having the force and effect of law, or (b) the Board of Education is without authority to act or (c) a complaint of a Non-tenured employee which arises by reason of his/her not being re-employed. As used in this definition, the term "employee" shall also mean a group of employees having the same grievance.

2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to act or against whom action might be taken to resolve the claim.
4. Person or persons making such claim must do so within ten business days of the alleged incident or within ten business days of the time the affected party knew or should have known from the attendant circumstances that a potential grievance existed.
5. The parties agree that the attached Grievance Form shall be utilized in the filing of any complaint by a unit member.

B. Procedure

1. Level One

- (a) An employee with a grievance shall first discuss it with his/her immediate supervisor, with the objective of resolving the matter informally.
- (b) If the aggrieved person is not satisfied with the result of discussion of his/her case under 1. a. above, he/she may file a grievance in writing to the immediate supervisor within ten (10) business days. He/she must render a written decision

within five (5) business days from receipt of the written grievance.

- (c) If the Superintendent is the immediate supervisor in Level One, any appeal of the decision in Level One shall proceed to the Board as specified in B .3. below.

2. Level Two

If the aggrieved person is not satisfied with the immediate supervisor's decision at Level One (b), he/she may appeal in writing to the Superintendent within five (5) business days from the receipt of that decision. The Superintendent must render a written decision within five (5) business days. Also, the Superintendent shall be available for discussion within these same five (5) business days with the grievant.

3. Level Three

If the aggrieved person is not satisfied with the Superintendent's decision, he/she may file a written appeal to the Board within ten (10) business days from the receipt of the Superintendent's decision. The Board shall meet with the aggrieved and the Association Representative(s) within thirty (30) days.

Notification to the Board shall be addressed to the Board Secretary. The Board shall render a written decision within ten (10) business days of the meeting.

4. Level Four

If the aggrieved is not satisfied with the decision of Level Three, within ten (10) business days from receipt of the Board's written decision, the grievant may request arbitration of the dispute, utilizing the Public Employment Relations Commission (PERC).*

The arbitrator's decision shall be issued within 30 days of the close of the hearing. The recommendations of the arbitrator shall be advisory.

The cost of arbitration will be bore equally by both parties.

The Arbitrator shall not have the power to add to, or subtract from, or by any other means change the terms and conditions of this contract.

Copies of all written correspondence from either party shall be promptly forwarded to the Board Secretary.

The grievance shall be considered null and void if the Association does not adhere to the time requirements as set forth above. The

grievance shall be granted to the aggrieved party if the time requirements are not met by the Board.

*Days designated as paid holidays and district-wide vacation days shall not be deemed business days.

ARTICLE 4

EMPLOYEE RIGHTS/PERSONNEL RECORDS

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as the employee may have under New Jersey School Laws or other applicable laws and regulations.

B. Personnel Files

1. Upon three (3) business days written request to the Superintendent, an employee shall have the right to review the contents of his/her personnel files. The employee shall be entitled to be accompanied by a representative of the BTPSA during such review, as long as this does not interfere with the employee's duties.

2. No material disciplinary in nature shall be placed in personnel files unless the employee has had the opportunity to review same. The employee shall have the opportunity to submit a written rebuttal to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy, where such material is not removed from the employee's files.

The employee shall initial and date all documents that are disciplinary in nature to be placed in the personnel file. The employee's initials shall not mean agreement with the contents of the document, but that the contents of the document have been made known to the employee.

3. If upon examining his/her files the employee has reason to believe that there are inaccuracies in documents contained therein, the employee may submit a written memorandum to the Superintendent explaining the alleged inaccuracy. If the Superintendent concurs with the employee's contentions, the Superintendent shall either remove the faulty document or attach the employee's memorandum to the document in the file and note thereon the Superintendent's concurrence with the memorandum contents,

C. Just Cause Provision

No employee shall be disciplined, reduced in rank or compensation, or deprived of any professional advantage without just cause except as

provided by law. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure.

D. Criticism of BTPSA Employees

Any complaints regarding an employee made to the Superintendent, the Business Administrator or the Board of Education by any parents, student or other person may, if made in writing, be promptly investigated by the Superintendent and/or Business Administrator and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint. The complaint shall be identified to the employee if the complaint is verbal and the Superintendent and/or Business Administrator will discuss the complaint with the employee.

ARTICLE 5
ADMINISTRATIVE VACANCIES

A. Notice

A notice of vacancy in an administrative position shall be posted and a copy shall be sent to the Association twenty (20) days before the final date when applications must be submitted.

ARTICLE 6
WORK YEAR

- A.
1. All members of the BTPSA are 12 month employees.
 2. The summer workweek shall be Monday through Friday with any adjustments to this schedule made in the discretion of the Chief School Administrator. Independence Day and Labor Day shall be granted as holidays. In the event Independence Day falls on a Saturday, the employee shall receive the preceding Thursday as the holiday. In the event the holiday falls on a Sunday, the employee shall receive the following Monday as the holiday.

ARTICLE 7 VACATION

A. Time Allotted

All twelve (12) month employees shall receive twenty (20) vacation days per contract year. These days shall be allotted at the beginning of the administrator tenure in the district. Annual vacations for employees shall be taken within the contract year with the Superintendent's approval. If a position that is entitled to vacation is reduced to a position that is not entitled to vacation, those unused vacation days will be taken by the employee in the next fiscal year as approved by the Superintendent.

B. Vacation Carry Over

Employees shall be entitled to carry over a maximum of (5) unused vacation days to the following fiscal year. Carry over days must be used in that fiscal year.

ARTICLE 8 PROFESSIONAL DEVELOPMENT AND IMPROVEMENT

Dues and Membership Fees:

The Board shall pay the Principal's and Supervisor's dues and membership fees in two (2) professional associations as approved by the Superintendent.

Continuing Education Allowance:

In accordance with Board policy, the Principal/Supervisor will be permitted to attend conventions, workshops, and seminars at the Board's expense. The number of such events and the amount of the allowance for each event shall be determined by the Superintendent upon the prior written request of the BTPSA member.

ARTICLE 9 TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following leaves of absence with full pay during each contract year:

A. Bereavement Leave

A maximum of five (5) days per incident will be allowed for death in the immediate family. Immediate family shall consist of natural and step relatives including parent, child, spouse, civil union partner, or sibling. This leave shall be non-accumulative.

Unit members will be excused from duty with pay for a maximum of three (3) days in the event of a death of a grandchild, mother-in-law or father-in-law.

Unit members shall be granted up to two (2) days off with pay in the event of a death of a grandparent.

Unit members will be excused from duty with pay for a maximum of one (1) day for an aunt or uncle brother-in-law or sister-in-law.

B. Personal Days

1. Employees shall be entitled to three (3) personal days per year. These days are to be requested at least four (4) days in advance, except in the case of an emergency. If the employee is requesting to use emergency personal days, they must contact the Superintendent in advance (including the day of the emergency) to seek permission. If pre-approval of these day(s) is/are not obtained, the employee must utilize unused vacation time.

A. Any personal days remaining at the end of the school year shall be carried over as follows:

One (1) day may carry forward as personal.

Remaining days (if any) convert to sick days and accumulate as sick days. A unit member will not be entitled to more than four (4) personal days in one(1) year.

ARTICLE 10
DISABILITY/CHILD REARING LEAVE

A. Disability Leave

1. Disability leaves of absence, including a disability leave related to pregnancy, shall be granted in accordance with existing law and appropriate rules and regulations issued by the responsible agencies involved.

a. In any case where it is known in advance that a disability leave will be necessary (such as in cases of advance notice of surgery or pregnancy), the employee shall notify the Superintendent sixty (60) days in advance of such leave date request to the Board. The employee shall specify in writing the disability/maternity leave and the date on which he/she wishes to return to work after cessation of disability or birth.

b. The employee shall provide the Superintendent with a certificate from the treating physician supporting the anticipated leave dates. However, the Board reserves the right to have an independent medical evaluation at its expense whenever it deems such an evaluation appropriate.

c. Where medical opinion is supportive of the leave dates requested, such requested leave shall be granted by the Board. except that the Board may change the requested dates upon a finding that the grant of leave for those dates would interfere with the normal administration of the school.

d. To the extent that an employee has paid sick leave available, it will be used during the period of disability.

B. Child-Rearing Leaves

1. The employee may request an unpaid leave of absence in accordance with the Family Medical Leave Act and/or the New Jersey Family Leave Act. Such leave shall be requested in writing contemporaneously with the notice required under subparagraph a. of A. 1 above.

2. In cases of adoption of a child, the employee may request an unpaid leave of absence in accordance with the Family Medical Leave Act and/or the New Jersey Family Leave Act. Such leave shall be requested in writing contemporaneously with the notice under subparagraph a. of A. 1 above.

3. Employees are entitled to leave of one full contract year, in the year following the year in which the leave began. This

unpaid leave shall count against leaves pursuant to any State or Federal statutory or regulatory requirements.

4. Subject to law, the employee shall bear the cost of any medical coverages in force and effect at the commencement of the leave. Failure to make the appropriate payments will result in the employee being dropped from the coverages.

ARTICLE 11

SICK LEAVE

- A. Twelve (12) days sick leave shall be allowed each year to all full-time 12 month employees. Sick leave days not utilized shall be accumulated for use in subsequent years. The status of unused sick leave days shall be reported in written form to each employee not later than September 30 of each year.

Payment for Unused Sick Leave

1. Upon retirement from the district, as verified by the Teachers' Pension and Annuity Fund or Public Employees' Retirement System, an employee shall be eligible for payment for unused sick leave accumulated while employed in the district. This provision shall not apply in cases of deferred retirement under provisions of TPAF or PERS. To be eligible for payment in the year of retirement, an employee must notify the Board of Education in writing of his/her intention to retire on or before January 1 of the school year in which retirement is to occur.
2. Upon retirement from the district and from the Teachers' Pension and Annuity Fund (TPAF), BTPSA members shall be paid their per diem rate of 1/260 for each accumulated sick day up to a maximum payment to any employee of \$6,750. At the request of the retiree, the payment under this section shall be made through any available annuity approach in effect in the District at the time of the retirement.

ARTICLE 12
INSURANCE PROTECTION

A. Medical, Dental, Prescription and Disability Insurance Coverage

The BTPSA shall receive, at the Board's expense (except for mandatory employee contributions as provided by law), all of the Medical, dental, prescription and disability benefits which are now, or will become available to supervisors and/or administrative personnel, as they are amended by the Board from time to time for such employees. Medical coverage will include coverage from single through family coverage for all eligible members of the BTPSA.

B. Insurance Coverage Opt-Out Provision

1. BTPSA members may opt-out of the Health Insurance Coverage provided by the Board of Education upon submission of proof of alternative health insurance coverage.
2. Unit members who elect to waive coverage of POS V/POS X pursuant to this plan shall be entitled to receive payment as follows:
 - a. Family Coverage to No Coverage \$3,000
 - b. Couple Coverage to No Coverage \$2,000
 - c. Parent/Child Coverage to No Coverage \$1,500
 - d. Single Coverage to No Coverage \$1,000
 - i. Payment of monies shall be paid in two equal installments. The first installment will be made on the second payday in December. The second installment will be made on the second payday in June of the same school year.
 - ii. Notwithstanding the above, unit members who have a change in status (e.g. termination of employment, divorce [copy of decree required], legal separation [copy of decree required], death [copy of certificate required], which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the plan year provided the unit member give the Board notice of the change in status. Otherwise all elections for a cash option shall be in effect for the entire twelve month benefit period. The Board's obligation for the cash option shall be prorated for those unit members subject to a change in status.

ARTICLE 13

MISCELLANEOUS PROVISIONS

A. Use of Automobiles

All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the prevailing State of New Jersey rate per mile per the applicable OMB Circular and employees shall be reimbursed for parking and tolls.

B. Smart Phones/Laptop

Each member of the BTPSA will be provided with smart cellular telephone and laptop for work purposes. These smart cellular telephones and laptops will be paid by the district and will need to be on the person during work hours.

C. Payroll Deductions

An employee may authorize the Board to make payroll deductions for the district approved vendors(s) for Flexible Spending Accounts, tax shelter annuity accounts and ABCO Public Employees' Federal Credit Union.

D. Released Time for Meetings

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay and/or benefits.

E. Mentoring

The Board will reimburse currently employed individuals who are promoted from within the district to supervisory positions within the district for 100% of the cost for required mentoring and registration fees. The Board will reimburse newly employed individuals who are appointed to a unit position for 100% of the cost for required mentoring and registration fees.

F. Certification Tests

The District shall reimburse all BTPSA members for all certification tests that are preapproved by the Superintendent.

G. Emergency School Closing

BTPSA members will not be required to report to work during a weather or utility related emergency district closing.

- H. One representative from the BTPSA will be included in determining the evaluation tool utilized by the School District in evaluating BTPSA members.
- I. One representative from the BTPSA will be required to attend the monthly Board of Education Meeting.

ARTICLE 14

SALARIES

Salary Guide 2021-2024

2021-2022

Position	21/22 Salary
Supervisor of Curriculum & Instruction	\$83,492.00
Supervisor of Special Services	\$95,078.00
Middle School Principal	\$137,664.00
Elementary School Principal	\$99,485.00

2022-2023

Position	22/23 Salary
Supervisor of Curriculum & Instruction	\$86,402.00
Supervisor of Special Services	\$97,988.00
Middle School Principal	\$140,574.00
Elementary School Principal	\$102,395.00

2023-2024

Position	23/24 Salary
Supervisor of Curriculum & Instruction	\$89,394.00
Supervisor of Special Services	\$100,980.00
Middle School Principal	\$143,566.00
Elementary School Principal	\$105,387.00

Article 15
LEGALITY OF AGREEMENT

In the event any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

ARTICLE 16
DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2021, and shall continue in effect through June 30, 2024, subject to the Association's right to negotiate over a successor agreement as provided in Article 2 subject to the New Jersey Public Employer-Employee Relations Act. This agreement shall not be extended orally, and it is understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

BTPSA Association:

By: President

 Marilyn Bright

By: Secretary

 Michael Murphy

Date:

10/5/2021

Berlin Township Board of Education

By: President

 _____

By: Business Administrator/Board Secretary:

 _____

Date:

10/28/2021

GRIEVANCE FORM

Name of Grievant: _____ Date Filed: _____

Level: Immediate Supervisor

Date Received by Immediate Supervisor: _____

Statement of Grievance:

Relief Sought:

Signed: _____ Date: _____

Level: Superintendent

Date Received by Superintendent: _____

Disposition of Superintendent:

Level: Board of Education

Berlin Township Principals and Supervisors Association:

Date submitted to Board of Education: _____

Disposition of Board of Education:

Level: Arbitration Date Submitted: _____