

**AGREEMENT**  
**BETWEEN THE**  
**NEPTUNE TOWNSHIP BOARD OF EDUCATION**  
**AND THE**  
**NEPTUNE TOWNSHIP GENERAL SUPERVISORS ASSOCIATION**  
**FOR THE PERIOD**  
**JULY 1, 2009 TO JUNE 30, 2012**

## **ARTICLE I – RECOGNITION CLAUSE**

The Neptune Township Board of Education hereby recognizes the Neptune Township General Supervisors Association as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time, twelve (12) month educational General Supervisors. All other employees are excluded.

## **ARTICLE II – NEGOTIATIONS PROCEDURE**

- A. In accordance with Public Law, Chapter 123, the Board and the Association shall exchange proposals. The Association and the Board shall submit proposals in accordance with the rules and regulations of PERC. These proposals shall be submitted, in writing, to the Superintendent of Schools. Following submission of written proposals by the majority representative, designated representatives of the Board and the Association shall meet thereafter at reasonable times and negotiate, in good faith, with respect to salaries and terms and conditions of employment.
- B. During negotiations, the Board and the Association shall possess relevant data, exchange points of view and make proposals and counter proposals. In this connection, the Board shall furnish the Association with all information in the public domain as soon as possible after the receipt of a request for data.
- C. Neither party, in any negotiations, shall have control over the selection of the negotiating representative of the other party.
- D. In accordance with State Law, the Board agrees not to negotiate concerning employees in this bargaining unit with any organization, other than the Association, for the duration of this agreement.
- E. This agreement incorporates prior understanding of the parties on all matters that were or could have been the subject of negotiations. 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 or both of the parties at the time they negotiated or executed this agreement.
- F. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be delineated in mutually acceptable language, signed by the Board and the Association, adopted by the Board and ratified by the Association.

## ARTICLE III – GRIEVANCE PROCEDURE

### A. DEFINITION

The term “grievance” means a complaint or claim that there has been an improper application, interpretation or violation of any term or provision of this contract, administrative decisions or Board Policy affecting a member or group of members.

### B. PROCEDURE

1. Filing a Grievance: A written grievance may be filed by an individual member or group of members, or by the Association. Any grievance must be lodged at the proper initiating level, within thirty (30) calendar days of the event.
2. Failure to Communicate a Decision: Failure at any step to communicate a decision on a grievance within the specified time limitation shall constitute acceptance of the grievance as sustained. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.
3. Informal Attempt to Resolve: Members who have a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the grievant is the Association, the initial discussion shall be at the level of the Superintendent of Schools.
4. Level One – Immediate Superior: If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) work days, the grievance shall set forth in writing to the immediate superior, specifying:
  - a. the nature of the grievance and article violated
  - b. the nature and extent of the injury, loss or inconvenience
  - c. the result of previous discussion
  - d. the dissatisfaction with decisions previously rendered. The immediate superior shall communicate all decisions to the grievant in writing within five (5) work days of the receipt of the written grievance.
5. Level Two – Superintendent of Schools: The grievant, no later than five (5) work days after receipt of the immediate superior’s decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing, reciting the matter submitted to the immediate superior as specified above and the dissatisfaction with decisions previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) work days. The Superintendent of Schools shall communicate the decision in writing to the grievant and the immediate superior.
6. Level Three – Board of Education: If the Association finds for continuation, a request for a finding on the part of the Board of Education will be forwarded to said Board within a period of five (5) work days with all related documentation. The Board of Education, or

a committee thereof, shall hold a hearing within fifteen (15) work days and render its decision in writing to the Association no later than fifteen (15) work days thereafter.

7. Right to Representation: Individuals shall represent themselves at the Superintendent of Schools' level. The Association has the right to be represented by legal counsel or representatives of the Association at any hearing of a grievance at the Board of Education level.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting the appeal with respect to personal grievances.

8. Separate Grievance File: All documents, communications and records dealing with the processing of the grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.
9. Meetings and Hearings: No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties of interest and the designated or selected representatives contemplated in this article.

#### **ARTICLE IV – WORK YEAR**

- A. Members shall be required to work the district's Management Calendar, which shall not include the Winter Recess or Spring Recess. Members may participate in Professional Growth Plan activities during these Recesses and have such activities recognized as Professional Development credits.
- B. Effective with the 2009-2010 school year, and subject to the Superintendent's discretion, summer hours will no longer be observed.
- C. Members shall have a mutually agreed upon job description.

#### **ARTICLE V – SALARIES**

- A. Salary Guides for the three years covered by this agreement are attached hereto and made a part hereof.
- B. Placement of a newly hired member on the guide is at the discretion of the Board of Education based upon the recommendation of the Superintendent of Schools.
- C. Members who hold or attain an earned Doctoral degree in the field of education (Ed.D. or Ph.D.), from an accredited university, shall receive \$2,500 in additional salary which shall be added to the base salary.

- D. Members shall be paid in equal installments on the fifteenth (15th) and the last day of each month, and may elect to receive such pay by either paper check or direct deposit to a financial institution of their choice.
- E. The members' salary payments shall be reduced by all statutory deductions and any mutually agreed upon voluntary deductions such as disability insurance and supplementary retirement contributions as instructed by the member in writing.

## **ARTICLE VI – MEDICAL BENEFITS**

- A. The Board of Education shall provide to the member a medical benefits package at the tier level (Single, Parent & Child, 2 Adults, Family) appropriate to his/her immediate family. Said package shall consist of Horizon Direct Access, Prescription (co-pays of \$10.00 generic; \$20.00 preferred brand; and \$35.00 non-preferred brand and mail order co-pays of the same amounts applied one time to each mail order prescription), Dental and Vision coverage.
- B. Effective July 1, 2009 members shall contribute five percent (5.0%) of the cost of said medical benefits package, with contributions paid via payroll deduction under authority of an IRS Section 125 plan. The member contribution shall increase to ten percent (10.0%) of the cost of said medical benefits package effective July 1, 2011.
- C. During any scheduled Open Enrollment period members shall have the right to “buy up” to the district’s then-current Traditional Plan coverage (medical only) by payment of the full difference in premium between the Direct Access and Traditional Plans in addition to the contribution defined in Paragraph B of this Article.
- D. During any scheduled Open Enrollment period members shall have the right to “drop down” to the district’s then-current Point-of-Service Plan coverage (medical only) in which case the member contributions described in Paragraph B of this Article shall be waived.
- E. The member shall have the right to forego all or a portion of the medical benefits to which he/she is entitled in exchange for a cash payment. The amount of such payment and the administrative procedures for processing the waiver of medical benefits shall be as detailed on the annual Waiver of Health Benefits form available from the Business Office.
- F. After fifteen years of service in the Neptune Township School System and upon retirement (TPAF), members may continue enrollment in the district’s then-current medical benefits package, for themselves and any eligible dependents, at the expense of the retired member.
- G. When a member leaves the district for any reason, benefits will cease on the last day of the month in which separation occurs.

## **ARTICLE VII – PAID ABSENCE DAYS**

### **A. VACATIONS & HOLIDAYS**

1. Members shall receive the following vacation days:

Through ten (10) years of employment in-district: 3 weeks  
After ten (10) years of employment in-district: 4 weeks

2. All earned vacation must be utilized during the year after it is earned. A minimum of one (1) week must be taken during July and August. No days may be carried over into the following school year.
3. Members may take vacation days during the school year with the approval of the Superintendent of Schools. No vacation days will be approved by the Superintendent of Schools during the five (5) work days before and after school opens or the five (5) work days before and after school closes in each school year.
4. Members separating from the district, for any reason, who have accumulated or earned vacation days shall be required to use said days as terminal vacation unless another arrangement is mutually agreed to between the employee and the Superintendent.

#### B. PERSONAL ILLNESS

1. During each school year, all members covered under this Agreement shall be entitled to fifteen (15) Personal Illness Days (accumulative) with full pay.
2. During the first year of employment the initial allocation of Personal Illness days shall be prorated from the date of hire at the rate of 1.25 days for each month of employment remaining in the 12 month work year.
3. In accordance with NJSA 18A:30-3.2, at initial hire, the Board of Education shall grant the transfer of up to sixty (60) days credit for unused sick leave days that have been accumulated in another N.J. Public School District.
4. A member may not increase his/her sick leave bank by more than fifteen (15) days in any one school year. Any unused personal business days that, in any one year, would cause an individual's accumulated sick bank to increase by more than fifteen (15) days shall be accumulated in a separate bank of days, not usable by the member while actively employed, but said days shall be added to the member's total accumulated days for payment for unused sick leave at retirement pursuant to the terms of this agreement.
5. The Superintendent may request physician certification for any illness exceeding three (3) consecutive days.

#### C. FAMILY ILLNESS

1. During each school year, all members covered under this Agreement shall be entitled to three (3) Family Illness Days (non-accumulative) with full pay. Said days are to be used for absence due to illness in the member's immediate and stepfamily which includes; wife, husband, child, mother, father, mother-in-law, father-in-law, sister, or brother.

Members may be granted one (1) day's absence, at the discretion of the Superintendent, for illness of a person not included in the specific immediate and stepfamily as listed.

2. During the first year of employment the initial allocation of Family Illness Days shall be prorated from the date of hire at the rate of 1 day for each full 4 month period remaining in the 12 month work year.

#### D. PERSONAL BUSINESS

1. During each school year, all members covered under this Agreement shall be entitled to four (4) Personal Business Days (non-accumulative) with full pay. The request for use of said days shall be submitted not less than five (5) calendar days in advance of the intended day of absence. Requests not falling within this period of time shall be deemed an "emergency" and the responsible administrator shall use his/her discretion in approving or denying the request. When the request is denied the member shall be advised of the reason for said denial in writing.
2. During the first year of employment the initial allocation of Personal Business Days shall be prorated from the date of hire at the rate of 1 day for each full 3 month period remaining in the 12 month work year.
3. Leave will not be granted the day preceding or the day following a Board approved holiday, recess, or in-service workshop, except in case of religious observance.
4. Employees may utilize Personal Days for religious holidays up to and including their maximum allotment.
5. Any Personal Business Days not used during the school year shall be added to the employee's bank of Personal Illness Days, subject to the limitation noted in B4 of this Article.

#### E. DEATH IN FAMILY

During each school year, all members covered under this Agreement shall be entitled to five (5) Death in Family Days per occurrence, not cumulative, upon approval of the Superintendent of Schools. Said days may be used in the event of a death in the immediate family and stepfamily, which includes; wife, husband, child, mother, father, mother-in-law, father-in-law, sister, or brother. Members may be granted one (1) day of absence, at the discretion of the Superintendent of Schools for death of a person not included in the specific immediate and stepfamily as listed. Verification of the reasons for such request may be required by the Superintendent of Schools.

#### F. JURY DUTY OR COURT SUMMONS

Absences for Jury Duty shall not be deducted from the member's bank of paid absence days. Absences for a Court Summons shall not be deducted from the member's bank of paid absence days provided the member is required to be in court on behalf of the Board of Education.

#### G. EXHAUSTION OF PAID ABSENCE DAYS

Members who exhaust all current and accumulated sick leave and who have personal and/or vacation days available shall utilize those days, in that order, prior to any docking for continued absences.

## ARTICLE VIII – LEAVES OF ABSENCE

### A. MATERNITY LEAVE

1. Members shall be entitled to Maternity Leave as follows:

Disability Phase - that period of time, both four (4) weeks prenatal and four (4) weeks postnatal when the member is presumed to be unable to perform her normal duties. The disability phase may be extended when a physician certifies an inability to work. The member shall be entitled to utilize Personal Illness Days during this phase.

Child Care Phase – that period of time beyond the period of disability associated with the birth, during which the member chooses to remain out of work to care for and bond with the child. In the case of non-tenured members this phase may extend through the end of the school year during which the birth took place. In the case of tenured members this phase may additionally extend through all, or any portion of the following school year. This phase of the leave shall be unpaid.

2. Requests for Maternity Leave, or modifications thereto, shall be submitted to the Superintendent no less than sixty (60) days in advance of the anticipated first day of absence unless precluded by the early onset of a related disability.
3. In order to advance on guide upon return to work the member must have been in an active employment status not less than seven full months of the twelve month work year immediately preceding the leave.
4. Members are entitled to a Child Care Phase leave for the adoption of an infant child. In such cases the leave shall commence upon receipt of de facto custody of the child, or earlier if necessary to fulfill the requirements of the adoption.

### B. PROFESSIONAL LEAVE

1. Leaves of absence without pay may be granted by the Board of Education to members for the following reasons:
  - a. approved study
  - b. approved travel
  - c. exchange with administrators in another school system
  - d. participation in a Fellowship of a National Science Foundation or related organizations
  - e. service in the Peace Corps.



2. Leave of Absence without pay shall pertain only to those members in the Neptune Township School District who have attained tenure status and whose proficiency and efficiency ratings entitle said members to such consideration.
3. Requests for Leave Without Pay shall be made to the Superintendent of Schools in writing, stating full particulars of the request, no later than March 1<sup>st</sup> of the school year previous to the school year for which the leave is requested excepting where emergency conditions prevail, and in such instances, the Superintendent of Schools shall exercise discretion in granting approval.
4. Such Leave Without Pay, when granted, shall not exceed a maximum period of one (1) school year.
5. All requests for Leave Without Pay, when properly submitted and when judged to meet the requirements as set forth in this policy section, shall be approved by the Superintendent of Schools and recommended to the Education Committee of the Board of Education for action.
6. Members returning from Leave for any of the above reasons shall be placed on the step of the salary schedule they would have attained had they remained in the school system.
7. Such leave, when granted, shall not constitute a lapse of tenure service, provided that the policy as set forth in the above rules is fully complied with.

#### C. ADMINISTRATION OF LEAVES

1. The use of FMLA, NJFLA and other district paid absence entitlements shall run concurrently with any leaves granted under these provisions.
2. The Board of Education will pay its share of medical benefits costs only during paid leaves of absence or during unpaid leaves of absence when required by FMLA or NJFLA.
3. The Board of Education reserves the right to adjust the return date from leaves of absence to a natural break or appropriate date during the school year.

### **ARTICLE IX – OTHER BENEFITS**

#### A. ATTENDANCE AT CONVENTIONS

1. Members shall be entitled to reimbursement of Professional Development Convention expenses, on an every-other year basis, upon approval of the Superintendent of Schools. Reimbursable expenses shall comply with state regulations pertaining thereto, and shall not exceed \$1,400 per year of attendance.
2. The Association shall, at the discretion of the Superintendent, submit an annual list of proposed convention attendance. If members are administratively prevented from

attending a convention during their normal year of eligibility, they may be approved to attend a convention in the off-year.

#### B. MILEAGE ALLOWANCE

Employees shall be entitled to reimbursement of business related travel at the State approved rate.

#### C. PAYMENT OF PROFESSIONAL DUES

Upon submission of the proper form and approval of the Superintendent of Schools, the costs for the assessment of professional dues for either state and/or national associations shall be assumed, annually, by the Board of Education for all members covered by this Agreement. Such organizations shall be the type that do not provide personal privileges for membership but are primarily professional improvement organizations that directly benefit the individual schools or school system.

#### D. UNUSED PERSONAL ILLNESS DAYS UPON RETIREMENT

Members covered by this Agreement shall be entitled to payment for accrued and unused Personal Illness days solely on the following basis:

1. Member shall have been employed by the district for not less than fifteen (15) years and shall be retiring as defined by the Teachers Pension and Annuity Fund.
2. The member's initial entitlement shall be calculated by multiplying 30% of the member's accrued and unused Personal Illness days by the member's per diem rate of pay (1/240<sup>th</sup> of the annual salary in effect at the time of the retirement).
3. The member's actual entitlement shall be; the initial entitlement as defined above, \$23,000.00, or the maximum amount allowed by the State, whichever is less.
4. Payment of the actual entitlement shall be made to a 403b account in two equal disbursements. The first disbursement shall be made within sixty (60) days of the member's actual retirement date. The second disbursement shall be made during the subsequent fiscal year, but in no case more than one year following the first disbursement.

#### E. Ed.D. PROGRAM

The parties to this Agreement shall cooperate in the development of a Doctorate of Education program with a cooperating accredited university, the terms of said program to be negotiated in good faith and reduced to writing.

### ARTICLE X – EVALUATION

#### A. RIGHT TO FULL KNOWLEDGE

The Board of Education and the Superintendent of Schools subscribe to the principle that members have the right to full knowledge regarding the judgment of their superiors respecting the effectiveness of their performance and further, that they entitled to receive such recommendations that will assist them in increasing the effectiveness of their performance.

**B. EVALUATION INSTRUMENT**

The evaluation instrument and evaluation procedure presently in use shall be continued. A committee of members shall be formed to review the evaluation procedures in regard to new demands being placed upon members and make recommendations to the Superintendent of Schools.

**ARTICLE XI – MISCELLANEOUS PROVISIONS**

The Board agrees to furnish all information available as a public record when requested through an Association representative.

**DURATION OF AGREEMENT**

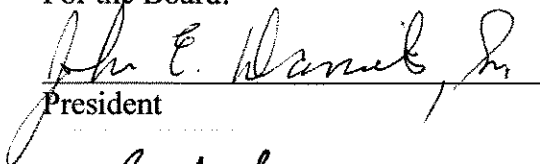
This agreement shall be in effect July 1, 2009 through June 30, 2012.

This agreement shall not be modified except by written agreement between the parties.

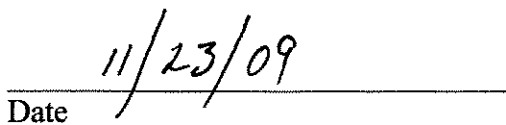
In witness whereof, the parties have caused their respective signatures to be affixed this

\_\_\_\_\_ of \_\_\_\_\_, 2009.

For the Board:

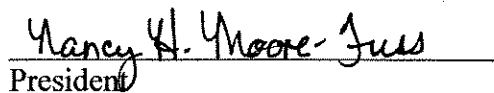
  
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President

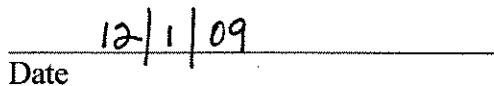
  
\_\_\_\_\_  
Board Secretary

  
\_\_\_\_\_  
Date

Supervisors'

For the Principals' Association:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Date

