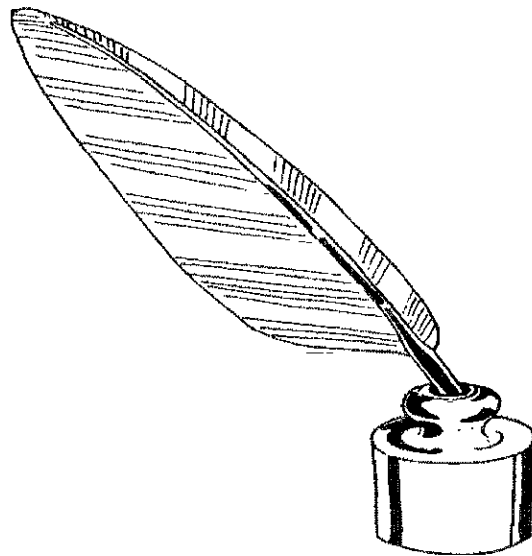


Agreement Between  
Carteret Administrators' Association  
And  
Carteret Board of Education

July 1, 2012 through June 30, 2015



**TABLE OF CONTENTS**

	PAGE
PREAMBLE	
	1
ARTICLE I RECOGNITION	
Unit.....	2
ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT	
Procedure.....	3
Modification.....	3
Pendency of a Successor Agreement.....	3
ARTICLE III ASSOCIATION RIGHTS AND PRIVILEGES	
Information.....	4
Use of School Buildings.....	4
Use of School Equipment.....	4
Mail Facilities and Mail Boxes.....	4
Exclusive Rights.....	4
Mutually Scheduled Proceedings.....	4
Job Descriptions.....	4
ARTICLE IV BOARD RIGHTS	
Rights, Powers, and Duties.....	5
Limitations.....	5
Professional Relationships.....	5
Resolution of Disputes.....	6
ARTICLE V EMPLOYMENT PROCEDURES	
Placement on Salary Guide.....	7
Notice of Contract.....	7
Notice of Assignment.....	7
Tenure.....	7
ARTICLE VI PROMOTION AND VACANCIES	
Vacancies.....	8

ARTICLE VII  
EVALUATION

General Criteria.....	9
Procedure.....	9
Personnel Records.....	9

ARTICLE VIII  
SABBATICAL LEAVE

Sabbatical Leave.....	11
-----------------------	----

ARTICLE IX  
DEDUCTION FROM SALARY

Association Payroll Dues Deduction.....	12
Certification of Dues.....	12
Additional Authorizations.....	12
Procedure for Withdrawal.....	12
Representative Fee.....	12

ARTICLE X  
HEALTH CARE

Health Care Insurance.....	13
Pharmaceutical Insurance.....	13
Dental Insurance.....	14
Optical Plan.....	14
Medical Reimbursement.....	14
Retirees.....	14
Life Insurance.....	14
Opt Our Option for Medial and Prescription.....	14
S.125 Flexible Spending Accounts (FSA) .....	15

ARTICLE XI  
EXTENDED LEAVES OF ABSENCE

Illness in Immediate Family.....	16
Military Leave.....	16
Return From Leave.....	16
Extensions and Renewals.....	16

ARTICLE XII  
PROFESSIONAL DEVELOPMENT

Graduate Assistance Program.....	17
Professional Conferences.....	18
Professional Growth Plans.....	18

ARTICLE XIII  
GRIEVANCE PROCEDURE

Definition.....	19
Purpose.....	19
Procedure.....	19
Grievance Filed By an Individual Member, A Group of Members or By the Association.....	19
Right to Representation.....	21
Grievance Filed by the Board.....	21
Costs.....	21

ARTICLE XIV  
TEMPORARY LEAVES OF ABSENCE/BENEFITS

Personal Illness or Injury.....	22
Occupational Injury.....	23
Illness in Immediate Family.....	23
Notice of Accumulated Sick Leave.....	23
Funeral Leave.....	24
Legal.....	24
Good Cause.....	24
Personal Business.....	24
Marriage.....	24
Family Day.....	25
FMLA/FLA Leave.....	25
Family Leave Insurance Benefits.....	25

ARTICLE XV  
SALARIES/WORK YEAR

Salaries.....	26
Work Year.....	27

ARTICLE XVI  
MISCELLANEOUS PROVISIONS

Non-Discrimination.....	29
Severability.....	29
Compliance Between Individual Contract and Master Agreement.....	29
Notice.....	29

ARTICLE XVII  
SCHOOL CALENDAR

School Calendar.....	30
----------------------	----

ARTICLE XVIII  
DURATION OF AGREEMENT

Duration Period.....	31
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## **PREAMBLE**

This Agreement is entered into this 1<sup>st</sup> day of July, 2012 by and between the Board of Education of the Borough of Carteret, hereinafter referred to as the “Board”, and the Carteret Administrators’ Association, hereinafter referred to as the “Association”.

This agreement settles any and all prior grievances and litigation filed prior to June 25, 2012.

**ARTICLE I**  
**RECOGNITION**

**A. UNIT**

The Board hereby recognizes the Association as the exclusive and sole representative for all matters for the following full time administrative personnel.

Principal

Assistant Principal/Vice Principal

District Directors

District Supervisors

Assistant Business Administrator Supervisor of Buildings and Grounds

Assistant Supervisor of Buildings & Grounds Manager of Information Technology

Network Administrator

## **ARTICLE II**

### **NEGOTIATION OF SUCCESSOR AGREEMENT**

#### **A. PROCEDURE**

The parties agree to enter into collective negotiations over a successor Agreement in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment of all supervisory employees.

#### **B. MODIFICATION**

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.

#### **C. PENDENCY OF A SUCCESSOR AGREEMENT**

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated in ARTICLE XVIII, unless a successor Agreement is incomplete or otherwise not agreed upon, in which case this Agreement shall be controlling.

## **ARTICLE III**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

#### **A. INFORMATION**

The Board agrees to make available for inspection and examination to the Association, in response to reasonable requests from time to time, all available public information concerning the educational programs and financial resources of the district.

#### **B. USE OF SCHOOL BUILDINGS**

The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings with written Superintendent approval.

#### **C. USE OF SCHOOL EQUIPMENT**

The Association shall have the right to use school-owned facilities and equipment with written Superintendent approval.

#### **D. MAIL FACILITIES AND MAIL BOXES**

The Association shall have the right to use the school mail boxes in each building. The materials placed in such boxes shall be clearly identified as Association material.

#### **E. EXCLUSIVE RIGHTS**

The Rights and privileges of the Association and its representative, as set forth in this agreement, shall be granted only to the Association as the exclusive representative of the administrative employees.

#### **F. MUTUALLY SCHEDULED PROCEEDINGS**

Whenever an administrative representative of the Association and the Board mutually schedule participation during working hours in negotiations or other matters, the Association representative shall suffer no loss in pay.

#### **G. JOB DESCRIPTIONS**

Job descriptions provided by the BOE shall reflect the supervised title only. All significant job description changes are to be reported by the Superintendent to the BOE at a public meeting. The affected member(s) and or Association are to receive the changes in writing. A stipend request may be submitted to the Superintendent for discussion with the Board for additional work associated with the above mentioned changes or working conditions. A written response from the Superintendent must follow within a timely manner.



## **ARTICLE IV**

### **BOARD RIGHTS**

#### **A. RIGHTS, POWERS, AND DUTIES**

The Board may not, by agreement or through arbitration, delegate powers and responsibilities which, by law, are imposed upon and lodged with the Board. Any contract must include and therefore be subject to the New Jersey school laws and all other applicable laws and regulations.

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, and authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities and the activities of its employees;
2. To hire all employees and, subject to the provisions of law, to determine their continued employment, or their dismissal or demotion, and to promote, and transfer all such employees;
3. To establish grades and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary or advisable by the Board;
4. To determine the duties, responsibilities, and assignments of administrators with respect thereto and the terms and conditions of employment.

#### **B. LIMITATIONS**

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey school laws or any other national, state, county, district, or local laws or regulations as these pertain to education.

#### **C. PROFESSIONAL RELATIONSHIPS**

The parties further acknowledge that this Agreement has been negotiated with the objective of setting forth mutual rights, obligations and responsibilities. The parties further agree that in all aspects of their relationships they shall comply with all appropriate laws and recognized standards of professional conduct and professional relationships. There shall be no

discrimination by the Board against any officer of the Association for any legal activity in carrying out that office.

**D. RESOLUTION OF DISPUTES**

The Board acknowledges that it shall fully comply with all the obligations and responsibilities imposed upon it by this Agreement and shall take no action nor conduct any activities which shall impair the operation of this Agreement.

## ARTICLE V

### EMPLOYMENT PROCEDURES

#### A. PLACEMENT ON SALARY GUIDE

Each administrator hired on or before June 30, 2009 shall be placed on the proper step on the salary guide. Any such administrator employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year, if applicable.

#### B. NOTICE OF CONTRACT

All administrators shall be notified of their contract and salary status, if available for the ensuing year, as established by N.J.S.A. 18A:27-10.

#### C. NOTICE OF ASSIGNMENT

The Board shall, to the extent possible, prior to the close of school in June, notify an administrative staff member of his/her building(s) assignment for the next school year. Such notification shall confer no vested interest in such assignment nor shall it in any way restrict or limit the Board from exercising managerial prerogatives relative to transfers.

#### D. TENURE

Tenure rights shall be acquired for all certified administrators and shall follow State Statute N.J.S.A. 18A:28-5 and 18A:28-6.

1. All non-certificated staff are deemed non-tenured effective July 1, 2005.
2. All non-certificated staff employed prior to July 1, 2005 are deemed tenured.

#### E. DUES

For the year 2012-2013 the Board will pay fifty percent (50%) of the dues for the PSA membership.

## **ARTICLE VI**

### **PROMOTION AND VACANCIES**

#### **A. VACANCIES**

The Superintendent shall provide written notice of vacancies (of all administrative positions) to the President of the Association or designees.

All possible openings of a CAA position must be first offered to the CAA personnel before being offered to any non-CAA staff member.

## ARTICLE VII

### EVALUATION

#### A. GENERAL CRITERIA

The primary purpose of an evaluation process for school administrators is to improve the instructional program in the district and to foster professional growth of the individual administrator. If successful, this program improvement can be translated into increased learning opportunities for the children enrolled in the Carteret Public Schools.

#### B. PROCEDURE

Evaluation is an on-going process. By September 1 of the school year, a conference between the administrator and his or her evaluator will be conducted, the purpose being to establish specific short-term goals for the year in terms of performance expected. Progress and achievement of goals will be monitored.

Evaluation reports shall, where weaknesses are noted, include suggestions for measures the administrator may take to improve his or her performance.

At the conclusion of the school year, a conference between the administrator and his/her evaluator will be conducted for the purpose of the final evaluation and the establishment of professional goals/building goals.

Upon completion of the evaluation, a copy of the report will be given to the administrator and a second copy forwarded to the Superintendent for review and inclusion in the administrator's personnel file.

#### C. PERSONNEL RECORDS

1. File:

Administrators shall have the right, upon request, to review the contents of their personnel file with appropriate supervision and to receive copies at their own expense of any documents contained therein, and shall be entitled to have a representative of the Association accompany them during review.

2. Derogatory Material:

No material derogatory to an administrator's conduct, service, character or personality shall be placed in the administrator's personnel file unless the administrator has had an opportunity to review the material. Administrators shall acknowledge that they have had the opportunity to review such material by affixing their signature to the copy, to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Administrators shall also have the right to submit a written answer to such material and the answer shall be reviewed by the Superintendent or his designee and attached to the file copy within five (5) working days.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the administrator's inspection.

4. Termination of Employment

Final evaluation of an administrator upon termination of employment shall be concluded prior to severance.

## ARTICLE VIII

### SABBATICAL LEAVE

#### A. SABBATICAL LEAVE

On the recommendation of the Superintendent, the Board may permit members of the administrative staff to take a Sabbatical Leave for the purpose of self-improvement and benefit to the school system through full-time study in the field of administration.

Such leaves shall be based on the semester calendar of the Carteret School System and may not exceed two (2) successive semesters.

The Superintendent must receive request for Sabbatical Leave no later than December 1, and action shall be taken on such request no later than April 1 of the school year preceding the school year for which the Sabbatical Leave is requested.

To be eligible for such leave, the administrator must have completed at least seven (7) full consecutive school years of service in the Carteret School District. An administrator may receive only one (1) Sabbatical Leave (either one semester or two successive semesters) during the administrator's employment.

An administrator on Sabbatical Leave shall be paid fifty (50%) percent of the salary rate which the administrator would have received if the administrator remained on active duty. However, such salary shall be reduced by any figure which, when added to any stipend, grant, earnings or other remuneration that may be received from any source would exceed the administrator's regular salary during such period of absence.

Upon return from Sabbatical Leave, an administrator shall be placed on the salary guide, if applicable, at the level which the administrator would have achieved had the administrator remained actively employed in the system during the period of absence. The administrator shall serve the district for two (2) consecutive school years following his or her Sabbatical Leave. If these two (2) school years are not served, the administrator will be required to pay back district monies received for the Sabbatical Leave.

## **ARTICLE IX**

### **DEDUCTION FROM SALARY**

#### **A. ASSOCIATION PAYROLL DUES DEDUCTION**

The Board agrees to deduct, from the salaries of its administrators, Association dues.

#### **B. CERTIFICATION OF DUES**

The administrative associates shall certify to the Board, in writing, by September 1 of each year, the current rate of its membership dues.

#### **C. ADDITIONAL AUTHORIZATIONS**

Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

#### **D. PROCEDURE FOR WITHDRAWAL**

The filing of notice of an administrator's withdrawal shall be prior to July 1 or January 1 and becomes effective to halt deductions as of the respective July 1 or January 1 next succeeding the date on which notice of withdrawal is filed.

#### **E. REPRESENTATIVE FEE**

1. Purpose of Fee

If any employee identified in ARTICLE I, Section A of this Agreement is not a member of the Association during the term of this Agreement, said employee will be required to pay a representation fee to the Association pursuant to the provisions of Chapter 477, P.L. 1979. The Board will deduct said fee from the salaries of such employees in accordance with provisions set forth below.

2. Amount of Fee

Prior to the deduction of any representation fee hereunder, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its members for said year. The representation fee to be paid by non-members will be equal to eighty-five (85%) percent of that amount.

3. Deduction and Transmission of Fee

The Association will submit to the Board a list of those employees who are not members of the Association for the above period. The Board will deduct the representation fee from the salaries of such employees and transmit such fee to the Association in the same manner used for the deduction and transmission of regular membership dues to the Association.



## ARTICLE X

### HEALTH CARE

#### A. HEALTH CARE INSURANCE

1. Members enrolled in the health plan (Medical, Prescription, Dental and/or Vision) shall comply and contribute toward the health plan as set forth in P.L. 2011, c.78.
2. The Board of Education may offer voluntary health plans, while still offering a plan that is equal to or better than the current plan.
3. The coverage shall be in accordance with the terms of the Master Policy and shall include major medical coverage of one million (\$1,000,000.00) dollars and a medical deductible of two hundred (\$200.00) dollars.
4. The master policy between the Board and Horizon Healthcare shall continue including the following benefits:
  - a. The maternity benefits under the present policy including the U.C.R. program.
  - b. The surgical expenses benefit under the present policy including the U.C.R. program.

DEDUCTIBLE: \$200.00

#### B. PHARMACEUTICAL INSURANCE

The Board, during the term of this Agreement, shall obtain and pay for a pharmaceutical insurance plan in accordance with the terms and provisions of the plan issued by the contracted carrier.

All employees shall pay:

1. A five dollar (\$5.00) co-pay per person per prescription for generic drugs.
2. A fifteen dollar (\$15.00) co-pay per person per prescription for preferred brand name.
3. A twenty dollar (\$20.00) co-pay per person per prescription for non-preferred brand name.

#### C. DENTAL INSURANCE

The Board shall, during the term of the within Agreement obtain and pay for a dental insurance plan as issued by contracted insurance carrier.

The lifetime maximum benefit for orthodontics is \$1,500.00 per individual.

The maximum individual benefit for all services is \$2,000.00.

**DEDUCTIBLE:**

There is a \$50.00 per person deductible per calendar year with no more than \$150.00 accumulative per family per year.

**D. OPTICAL PLAN**

The Board shall, during the term of this Agreement, obtain and pay for an optical plan to provide per year for eye examination and provision of prescription glasses/contact lenses for employees and their family.

**E. MEDICAL REIMBURSEMENT**

The Board will provide the necessary forms for medical reimbursement as well as an instruction sheet. Administrators shall then submit such forms directly to the medical insurance carrier. All requirements relating to the completeness and/or correctness of the forms shall be the sole responsibility of the employee. The Board Business Office will not become involved in any manner at any stage of the processing of such forms.

**F. RETIREES**

1. The Board will pay full pharmaceutical and dental insurance according to Article X.B. and Article X.C. of this Agreement for all employees employed before January 1, 2003.
- 1a. In the event of the death of the employee, coverage in section F (1) will be provided to his/her spouse. This is available for all employees employed before July 1, 2000. (The Medical Plan is excluded).

**G. LIFE INSURANCE**

The Board shall provide a term life insurance policy in the amount of \$10,000 for each member of the Association. Upon retirement, said policy to be paid by the Board until age 72.

**H. OPT OUT OPTION**

The Administrators will have the option to opt out of medical prescription, dental and vision plans. Each administrator will be compensated thirty (30) percent of the annual premium to be paid by the district. The reimbursement will be prorated over a period of ten (10) months through payroll.

The opt out option must be exercised on an annual basis by July 1<sup>st</sup> of the school year and shall continue for the entire school year, except as provided below.

In the case of a life-changing event (retirement of Spouse, Divorce, Death of Spouse, Termination of Employment of Spouse), the employee will be enrolled in medical and prescription plans immediately, if the employee so requests.

**I. S.125 FLEXIBLE SPENDING ACCOUNTS (FSA)**

Pursuant to the Internal Revenue Service (IRS), the administrators can participate in the FSA.

**J. REIMBURSEMENTS**

1. For Technology Administrators the district will reimburse mileage as per the New Jersey Department of Education guidelines.
2. The district will reimburse Administrators fifty percent (50%) of the monthly cost of the data usage plan when used in the performance of school duties. The designated CAA Administrator (assigned by the President of the Association) will be responsible for verifying the cost and forwarding it to the School Business Administrator for processing. This reimbursement is only for Administrators without district-paid cell phones.

## **ARTICLE XI**

### **EXTENDED LEAVES OF ABSENCE**

#### **A. ILLNESS IN IMMEDIATE FAMILY**

An extended leave of absence without pay of up to one (1) year may be granted to an administrator for the purpose of caring for a sick member of the administrator's immediate family. For the purpose of this Section, immediate family shall be defined as spouse, partner in a civil union, child, or parent. Any such leave shall run concurrently with leave taken pursuant to the Federal Family and Medical Leave Act ("FMLA") and/or the New Jersey Family Leave Act ("NJFLA"), as applicable.

#### **B. MILITARY LEAVE**

Military leave without pay shall be granted to any administrative employee who is inducted into or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

#### **C. RETURN FROM LEAVE**

1. **Salary**

Upon return from leave granted pursuant to Section B of this ARTICLE, an employee shall be considered as if the employee were actively employed by the Board during the leave and shall be placed on the salary schedule at the level the employee would have achieved if the employee had not been absent.

2. **Benefits**

All benefits which an employee had accrued at the time the leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored upon the employee's return and the employee shall be assigned to a position which the employee held at the time said leave commenced if the employee returns prior to June 30 of the school year in which the leave commenced.

3. **Return to Former Position**

All extended leaves of absence (including military) are made from the Carteret Public School System and not from a specific position therein, except by permission of the Board. No salary increments are earned on leave other than military.

4. **Other Employment**

No leave of absence shall be granted for employment in another business or occupation. Except as otherwise provided by law, any administrative employee on leave of absence, who engages in their employment or self-employment, whether full-time or part-time, without written consent of the Board, shall be deemed to have voluntarily terminated their employment.

#### **D. EXTENSIONS AND RENEWALS**

All extensions and renewals of the leaves shall be applied for in writing and may be granted by the Board pursuant to statute.

## ARTICLE XII

### PROFESSIONAL DEVELOPMENT

#### A. GRADUATE ASSISTANCE PROGRAM

A Graduate Assistance Program will be available for administrators who are full-time staff members and who have received tenure in the Carteret Public Schools.

The administrator must complete two (2) copies of the application form and submit them to the designated office for review and approval by the Superintendent.

Applications must be made by October 15 for the fall semester, by March 1 for the spring semester, and by June 30 for the summer semester.

To be approved, the course must benefit both the administrator and the Carteret School System.

A grade of "C" or better must be achieved for reimbursement purposes and the courses must be taken in an accredited college or university. Courses cannot be repeated at the expense of the Board.

#### Tuition Reimbursement

The administrators have to pay back a specified number of years' service for receiving graduate funding and completion of a degree, i.e., when an administrator receives a degree, he/she owes the district a minimum of four (4) years' service before leaving the district for another position elsewhere. If he/she leaves before fulfilling that commitment, then he/she must pay the district back in full for monies received to achieve the graduate degree paid for by the Board.

#### Hired before 07/01/05

Must stay in the district for two (2) years after the completion of the educational courses.

Should the administrator leave before two (2) years, then the administrator must pay back 50% of the tuition reimbursements paid to him/her.

The tuition reimbursements to be capped at \$50,000.00 for Association members.

#### Hired on or after 07/01/05

Must stay in the district for four (4) years after the completion of the educational courses.

Should the administrator leave before four (4) years, then the administrator must pay back 100% of the tuition reimbursements paid to him/her.

The tuition reimbursements to be capped at \$50,000.00 for Association members.

The administrator will submit to the appropriate office evidence of successful completion of the course and the grade achieved within one (1) month after completion of the course.

Checks will be distributed after a record of the requisite grades has been received.

**B. PROFESSIONAL CONFERENCES**

The Carteret Board of Education recognized the necessity for continual professional growth especially for principals, directors, vice principals, and supervisors as the educational leaders of our schools. To that end, the Board authorizes the Superintendent to approve administrator's attendance at national conferences. It shall be the policy of the Board to approve reimbursement for registration fees, transportation, meals, and lodging up to a maximum of \$1,500.00 per year for up to four administrators annually. Preference will be given to administrators who did not attend a conference in the previous year. A report of the conference will be filled out with the Superintendent of Schools.

**C. PROFESSIONAL GROWTH PLANS**

Administrators shall be provided time to work towards their Professional Growth Plan, to be scheduled within the regular workday and within the school year from September 1 to June 30.

## **ARTICLE XIII**

### **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 Agreement, administrative decisions, Board policy or state statute affecting a member or a group of members.

#### **B. PURPOSE**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### **C. PROCEDURE**

1. Filing a Grievance

A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within sixty (60) school days of the happening of the event.

2. Failure to Communicate a Decision

Failure at any step to communicate the decision on a grievance within the specified time limitation shall constitute acceptance of a grievance as sustained. Failure to appeal an answer which is unsatisfactory within the specified time limitations shall be deemed to constitute an acceptance of such response as disparities.

3. Meetings and Hearings

No meeting or hearing conducted under this procedure shall be public. The only parties in attendance shall be the parties in interest and the designated or selected representatives contemplated in this article.

4. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

#### **D. GRIEVANCE FILED BY AN INDIVIDUAL MEMBER, A GROUP OF MEMBERS OR BY THE ASSOCIATION**

1. Informal Attempt to Resolve a Complaint

An individual who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the complaint is the Association's, the initial discussion shall be at the level of the Superintendent; and in such event, if the problem is not resolved to the satisfaction of the Association within

fourteen (14) calendar days after the conclusion of the discussion; the procedures prescribed in the subsections of this section shall become applicable.

2. Level One – Immediate Supervisor

If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant, he/she shall set forth his/her grievance in writing to his/her immediate supervisor within seven (7) calendar days following the discussion, specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss or inconvenience;
- c. the result of the previous discussion;
- d. his/her dissatisfaction with decisions previously rendered

The immediate supervisor shall communicate the decision to the grievant in writing within seven (7) calendar days of receipt of the written grievance.

3. Level Two – Superintendent of Schools

The grievant, no later than seven (7) calendar days after receipt of the immediate supervisor's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate supervisor and the grievant's dissatisfaction with the decisions previously rendered, as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days. The Superintendent shall communicate his decision in writing to the grievant and the immediate supervisor.

4. Level Three – Board

If the grievance is not resolved to the grievant's satisfaction, he, no later than seven (7) calendar days after the receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board, or a Committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within thirty-five (35) calendar days of the receipt of the grievance by the Board.

5. Level Four – Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within fourteen (14) calendar days after the receipt of the decision which is being appealed. The grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the rules of the N.J. Public Employee Relations Commission. The arbitrator shall limit himself to the issues submitted to him. He cannot add anything to, nor subtract anything from, the Agreement between the parties or any policy of the Board. The opinion and award shall be final and binding. Only the Board, the aggrieved and appropriate officials of the Association shall be given copies of the arbitrator's opinion and award. This shall be given within thirty (30) calendar days of the completion of the arbitrator's hearings, or closing of the record.



## **E RIGHT TO REPRESENTATION**

Rights of employees to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself or at his option, by (a) representative(s) and/or an attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall be notified, at the time of submission of the grievance to the Superintendent, or at any later level, that the grievance is in process.

The Association shall have the right to be present and present its position in writing at all hearings sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

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

## **F. GRIEVANCE FILED BY THE BOARD**

If the grievant is the Board, the initial discussion of the grievance shall be between the Board President and the Association President. If the grievance is not resolved to the satisfaction of the Board within ten (10) days of the Board's presentation of the grievance to the Association, the Board will have the right to file for arbitration with the N.J. Public Employment Relations Commission. The arbitration shall be conducted under the rules of the N.J. Public Employment Relations Commission.

The arbitrator shall limit himself/herself to the issues submitted to him/her. He/She cannot add anything to, or subtract anything from the Agreement between parties or any policy of the Board. The opinion and award shall be final and binding. Only the Board; the aggrieved and appropriate officials of the Association shall be given copies of the arbitrator's opinion and award. This shall be given within thirty (30) calendar days of the completion of the arbitrator's hearings or closing of the record.

## **G. COSTS**

The fees and expenses of the arbitrator are the only costs which will be shared by two parties, and such costs will be shared equally. Any other costs shall be borne by the party incurring them. Where, however the grievant elects to proceed without the Association's concurrence, the costs shall not be borne or shared by the Association. Time loss by any grievant and or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

## ARTICLE XIV

### TEMPORARY LEAVES OF ABSENCE/BENEFITS

The Association and the Board agree that optimum conditions require regular attendance and that effective and efficient performance of all the functions involved in school operation likewise depend upon regular attendance of all employees. The following provisions are provided as safeguards against certain of the vicissitudes of life, and hence are a measure of security contributing to the peace of mind of all concerned. The Association agrees to cooperate with the Board in encouraging all employees to recognize and utilize these provisions only for this purpose, and also to assist the Board in discouraging any abuses of these benefits.

#### A. PERSONAL ILLNESS OR INJURY

Personal illness or injuries are defined as absence because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease or quarantine for such disease in the immediate household.

1. Each administrator of the Board shall be entitled to twelve (12) days absence each year for personal illness. Such sick days not utilized in a particular year shall be accumulated without limit.
2. In the event an employee has exhausted the annual sick leave, or if in addition to annual sick leave, accumulated sick leave has also been exhausted, extended sick leave may be granted without pay. Such additional leave may be immediately granted in the event it is consecutive with an absence which has been paid under the provisions of the preceding paragraph 1. In the event it is not consecutive with such an absence, it may be granted beginning after ten (10) consecutive scheduled work days of absence. Requests for such extended sick leave without pay shall be considered only when submitted with a physician's certificate documenting the illness or injury.
3. When absence for personal illness exceeds four (4) consecutive days, a physician's statement shall, upon request, be filed with the Secretary of the Board, through the Superintendent. Such statement shall certify the period of disability, and include the dates of treatment, the diagnosis and the prognosis involved. In case of frequent or intermittent illness, the Board or the Superintendent may require the employee to submit to an examination by a school physician as well as require the employee to submit a statement from the attending physician.
4. All administrators shall upon retirement under the rules and regulations of the Teachers' Pension and Annuity Fund (State of New Jersey, Division of Pension and Benefits) ("TPAF") and Public Employees Retirement System ("PERS") will receive the following:

A credit of accumulated sick days at 25% of their per diem rate for each day of accumulated sick leave which total amount shall not exceed \$50,000. Monies are to be distributed in the best agreement between the Board and the administrator or to be paid as follows:

- 1/3 (at employee's option) within thirty (30) days after retirement
- 1/3 (at employee's option) at the one (1) year anniversary of retirement
- 1/3 (at employees option) at the two (2) year anniversary of retirement

All current administrators, as of June 25, 2012 (names on file with the School Business Administrator/Board Secretary and contained in the administrator's Personnel File, will receive ten percent (10%) of their 1994-1995 salary upon retirement.

220 days should be used to calculate the daily rate of pay for 11 and 12 month employees.

All administrators hired after June 25, 2012 will not receive the above.

5. In the event of the death of said retiree, all monies will be payable to the legal beneficiary (ies) as per schedule unless financial hardship exists. Upon request of the estate, payment will be made in full within thirty (30) days.
6. Upon resignation/separation/retirement, administrators will receive a credit of accumulated sick days at 25% of their per diem rate for each day of accumulated sick leave which total amount shall not exceed \$50,000. No employee shall be paid for accumulated sick leave if said employee elects to have their accumulated sick leave transferred to their new employment. Each employee, upon receipt of the aforementioned payments and/or credits, shall sign a receipt thereof, a copy of which shall be retained by the Board.

## **B. OCCUPATIONAL INJURY**

Any employee injured in the performance of their duties shall within twenty-four (24) hours report such injury to their immediate supervisor. The report shall be in writing on a form supplied by the Board. An employee so injured shall be paid the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual or accumulated sick leave. Any amount of salary or wages paid to the employee for the work-connected injury shall be reduced by the amount of any workmen's compensation award made for temporary disability.

## **C. NOTICE OF ACCUMULATED SICK LEAVE**

Employees shall, upon request, be given a written accounting of accumulated sick leave no later than September 30 of each school year.

#### **D. FUNERAL LEAVE**

1. Leave of absence of five (5) consecutive work days without loss of accumulated sick leave shall be allowed an employee in the case of a death in the immediate family. Immediate family shall be defined as spouse, civil union partner, parent, step-parent, grandparent, parent or grandparent of an employee's spouse or civil union partner, child, step-child, child of an employee's civil union partner, sibling, brother, sister or any other relative who is a resident in the employee's household.
2. Leave of absence on the day of the funeral without loss of salary shall be allowed an employee in the case of a death of an employee's nephew, niece, uncle, aunt, cousin, or in the case of a death of a brother or sister of an employee's spouse or civil union partner, who is not a member of the employee's immediate family as defined in paragraph 1 above.
3. In cases not covered by paragraph 1 or 2 above in which attendance at a funeral is expected of or incumbent upon an employee, the employee may be permitted to attend without loss of salary.

#### **E. LEGAL**

Time necessary for appearance in any legal proceeding to the employment of any employee or in any other legal proceeding in which the employee is subpoenaed by law to attend, whether or not an employee is a party to the case. Employees shall promptly submit a copy of the subpoena to the Superintendent. If the employee is required to appear in a municipal court proceeding, such appearance shall, whenever possible, be scheduled in the evening. If no evening court session is available, such required attendance shall be charged to personal leave if the employee has personal leave days remaining. If no such days are available, the absence shall be charged as an excused absence without compensation.

#### **F. GOOD CAUSE**

Other temporary leaves may be granted by the Board pursuant to N.J.S.A. 18A:30-7.

#### **G. PERSONAL BUSINESS**

1. Three (3) Personal Business days may be taken anytime and consecutively with the approval of the Superintendent.
2. All personal business days not used shall accumulate to employee's sick leave at the end of each school year.

#### **H. MARRIAGE**

Employees are not expected to request time off during the school year for purposes of marriage or wedding trips, in view of the possibility of scheduling these in conformity with vacation and holiday periods. However, if unusual circumstances require special consideration, a leave-of-absence without pay may be granted by the Board.

**I. FAMILY DAY**

One (1) Family Day may be taken during the school year, with prior approval from the Superintendent. If the family day is not used, this day will not accumulate to the employee's sick day bank at the end of the school year.

**J. FMLA/FLA LEAVE**

Provided it remains in effect, or as it may be amended or revised from time to time, the Board recognizes that eligible employees are entitled to the benefits provided under the FMLA and the NJFLA. To the extent permitted by the FMLA and the NJFLA, any unpaid personal leave of absence described in this Article and Article XI of this Agreement shall run concurrently with FMLA and NJFLA leave. Additionally, eligible employees must first use and apply all accrued, unused vacation or personal days or other paid leave at the commencement of any FMLA and NJFLA leave. An eligible employee must also first use all of his or her accrued, unused sick leave for leave related to the employee's own serious health condition under the FMLA. The balance of the leave will be unpaid.

**K. FAMILY LEAVE INSURANCE BENEFITS**

Employees who receive family leave insurance benefits pursuant to the New Jersey Temporary Disability Benefits Law (the "TDBL"), N.J.S.A. 43:21-25 et seq., must first use any accrued, unused sick leave days, vacation days, or other fully paid leave days, up to a maximum of two weeks of paid leave days, before receiving benefits under the TDBL. The period of benefits will be reduced by the amount of time in which full paid leave is provided. An employee who is entitled to leave covered under the FMLA or the NJFLA must take any family leave insurance benefits concurrently with leave taken pursuant to the FMLA or the NJFLA. The TDBL does not confer upon employees an additional six weeks of leave entitlement beyond the 12 weeks of unpaid leave to which such employees may be entitled under the FMLA and the NJFLA.

**ARTICLE XV**

**SALARIES/WORK YEAR**

**A. SALARIES**

1. The following salaries are established for all administrators for the current contract. Increases are as follows:

2012-2013    0.00% increase\*  
 2013-2014    2.00% increase  
 2014-2015    2.00% increase

*\*If the CEA receives an increase for the 2012-2013 school year, the CAA shall receive the same percentage.*

<b>Position</b>	<b>2012-2013 Base Salary</b>	<b>2013-2014 Base Salary</b>	<b>2014-2015 Base Salary</b>
Asst. Business Admin	\$ 91,800.00	\$ 93,636.00	\$ 95,509.00
Asst. Supervisor of Bldg & Grnds	\$ 73,766.00	\$ 75,241.00	\$ 76,746.00
Athletic Director	\$ 111,470.00	\$ 113,699.00	\$ 115,973.00
Supervisor of Bldg. & Grnds.	\$ 93,203.00	\$ 95,067.00	\$ 96,968.00
Elementary Principal	\$ 125,671.00	\$ 128,184.00	\$ 130,748.00
Guidance Director	\$ 121,899.00	\$ 124,337.00	\$ 126,824.00
High School Principal	\$ 131,957.00	\$ 134,596.00	\$ 137,288.00
Manager of Information Technology	\$ 93,203.00	\$ 95,067.00	\$ 96,968.00
Middle School Principal	\$ 128,057.00	\$ 130,618.00	\$ 133,230.00
Network Administrator	\$ 72,429.00	\$ 73,878.00	\$ 75,356.00
Special Services Director	\$ 128,057.00	\$ 130,618.00	\$ 133,230.00
Supervisor	\$ 115,142.00	\$ 117,445.00	\$ 119,794.00
Supervisor, Language Arts	\$ 101,286.00	\$ 103,312.00	\$ 105,378.00
Vice Principal	\$ 121,899.00	\$ 124,337.00	\$ 126,824.00

2. All administrators covered by this Agreement shall be entitled to negotiated salary increases from year to year. Administrators hired beginning July 1, 2012 shall follow starting salaries set forth below:

<u>Position</u>	<u>Base Salary</u>
High School Principal	\$119,198
Middle School Principal	115,437
Elementary School Principal	113,133
Vice Principal/Director	105,786
Supervisor	99,285
Asst. Business Administrator	90,000
Supervisor, Buildings & Grounds	93,203
Manger of Information Technology	93,203
Asst. Supervisor, Buildings & Grounds	73,766
Network Administrator	72,429

Additional Credits: Add the following to the appropriate level and step:

(A)	MA+21	MA+30	MA+60	DOCTRATE
	\$3,000	\$3,500	\$4,000	\$5,000

Longevity:

- \$1,000 at the beginning of the 10th year of service in the district.
- \$2,000 at the beginning of the 20th year of service in the district.

OR

(B) Years of service/experience in the district (Administrators without graduate credit).

- 25 + years of service/experience in district: \$4,500.

Additional Certification: Add to the appropriate level:  
 B&G Certification - \$2,000  
 Asbestos Coordinator - \$2,500

The stipends for Buildings and Grounds Certification and Asbestos Certificate are grandfathered and will not be offered to future Supervisor of Buildings and Grounds.

The Supervisor of Buildings and Grounds and the Manager of Information Technology received an increase of \$6,000 which was added to their salary for security monitoring beginning in the 2007-2008 school year.

## B. WORK YEAR

- The Administrator's work year shall start July 1<sup>st</sup> and end on June 30<sup>th</sup> for each school year of this contract and shall consist of the following:
  - Principals, Vice Principals, Directors, and Supervisors shall work the approved school calendar.
  - Twelve (12) month Administrators with vacation days and paid holidays.
  - Between July 1<sup>st</sup> and August 31<sup>st</sup>, Principals, Vice Principals, Directors and Supervisors are to work an additional 20 days for the summer of 2012. These administrators will receive one additional Family Day which must be used between November, 2012 and April, 2013. These administrators will work 21 days in the remaining two years of the contract (2013/14 and 2014/15) with no additional Family Day. Ten (10) of these days are to be worked the last two (2) weeks of August.
  - The twelve-month members of the administrators association will receive one additional Family Day for the 2012-2013 school year.
- Administrators may be assigned additional work days during the summer if, in the judgment of the Superintendent/Deputy Superintendent the additional days are essential to the effective opening and operation of the school district. Notification for such additional workdays will be mutually agreed upon. These additional days may be taken as vacation/sick day(s) during that school year or paid per-diem at the end of that same school year.

3. If an Administrator needs to work any additional days beyond these 21 days, a request shall be made to the Superintendent/Deputy Superintendent. These additional days shall be subject to Superintendent/Deputy Superintendent approval. If approved, these additional days may be taken as vacation/sick day(s) during that school year or paid per-diem at the end of that same school year.
4. Supervisor of Buildings and Grounds is a 12-month employee with four (4) weeks' vacation with an additional day for every year over 25 years up to 5 weeks. For the Supervisor of Buildings and Grounds employed after July 1, 2002, will be a twelve-month employee with three weeks' vacation with an additional day for every year over twenty-five years up to four weeks.
5. Vacation schedule for Assistant Business Administrator, Supervisor of Buildings & Grounds, Assistant Supervisor of Buildings & Grounds, Manager of Information Technology, and Network Administrator is as follows:

0 to 5 Years	2 Weeks' Vacation
6 to 15 Years	3 Weeks' Vacation
Over 15 Years	4 Weeks' Vacation

These vacation days must be used before June 30<sup>th</sup> of each school year. No vacation days shall be cashed with the exception of the Supervisor of Buildings & Grounds for the 2012-2013 school year only.

6. Holiday Schedule shall be consistent with:
  - a. The Carteret Education Association (CEA) Agreement
  - b. In the event school is conducted for all or a portion of the day on which a holiday falls, corresponding time off shall be given on another day., The time off shall be approved by the Superintendent or his designee.
  - c. If a holiday falls on a Saturday or Sunday and is not celebrated on another school day, equal compensatory time shall be granted. The compensatory time shall be approved by the Superintendent or his designee.
7. In-District Travel. Administrators shall not receive reimbursement for in-District travel.
8. The 12 month employee shall be paid overtime under the following circumstances:
  - a. State of Emergency declared by the Governor of New Jersey
  - b. State of Emergency declared by the Governing Body of the Borough of Carteret
  - c. Any emergency situations deemed necessary by the Board President and the Superintendent of Schools of the Board of Education.

These circumstances shall be decided on a case-by-case basis approved by the Superintendent of Schools.



## **ARTICLE XVI**

### **MISCELLANEOUS PROVISIONS**

#### **A. NON-DISCRIMINATION**

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, reappointment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the bases of race, creed, color, religion, age, national origin, sex, domicile, marital status, or civil union status.

#### **B. SEVERABILITY**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

#### **C. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT**

Whether or not reduced to writing, any individual agreement between the Board and an individual administrator, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual agreement implies any understanding inconsistent with the Agreement, this Agreement, during its duration shall be controlling.

#### **D. NOTICE**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by hand delivery or certified mail at the following addresses:

1. If by Association, to Board at the BOE Office
2. If by Board, to Association at the school or home of the President, whichever is appropriate.

## **ARTICLE XVII**

### **SCHOOL CALENDAR**

The Superintendent shall advise the President of the Association of the next year's school calendar prior to making a recommendation to the Board for adoption.

ARTICLE XVIII

DURATION OF AGREEMENT

A. DURATION PERIOD

1. This Agreement shall be effective as of July 1, 2012 and shall continue in effect until June 30, 2015.
2. In Witness whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their corporate seals to be placed hereon as follows:

CARTERET ADMINISTRATORS' ASSOCIATION

BOARD OF EDUCATION OF THE  
BOROUGH OF CARTERET

By: Mary Spiga  
Mary Spiga, President

By: Dennis Cherepski  
Dennis Cherepski, President

Date: 9-6-12

Date: 8-24-12

By: Christian Zimmer  
Christian Zimmer, Treasurer

By: Nilkanth Patel  
Nilkanth Patel, Board Secretary

Date: 9-6-12

Date: 08/24/12