

BRIDGETON PUBLIC SCHOOLS

Bridgeton, New Jersey

AGREEMENT BETWEEN

BRIDGETON BOARD OF EDUCATION

AND

ASSOCIATION OF BRIDGETON ADMINISTRATORS

FOR SCHOOL YEAR: 2003 - 2006

(Beginning July 1, 2003, Ending June 30, 2006)

ARTICLE I

RECOGNITION

- 1.1 The Board of Education, hereafter called the Board, hereby recognizes the Association of Bridgeton Administrator, hereafter called the ABA, as the majority and exclusive representative of principals, assistant principals, guidance directors, supervisors, content supervisors and curriculum supervisors for the purpose of collective negotiations concerning terms and conditions of employment.
- 1.2 Unless otherwise indicated, the term employee when used hereinafter shall mean all employees eligible for representation by the ABA, and reference to male employees shall include female employees as well.
- 1.3 The negotiating unit as defined in 1.1 includes employees on authorized leaves of absence as well as employees under contract.
- 1.4 No substitute employees shall be represented by the ABA.
- 1.5 Only the classes of employees specifically mentioned in 1.1 shall be included in the present negotiating unit.

ARTICLE II

NEGOTIATION PROCEDURE

- 2.1 The Board and the ABA agree to enter into collective negotiations over a successor Agreement in a good effort to reach agreement on all negotiable matters concerning terms and conditions of employment.
- 2.2 The ABA shall submit to the Board a complete list of negotiation proposals for the successor agreement to this document on or before the first negotiating session between the parties which shall be held no later than 120 days prior to the Board's budget submission date.
- 2.3 Neither the Board nor the ABA shall have any control over selection of the negotiating team of the other party.
- 2.4 During negotiations the Board and the ABA negotiating teams shall have the right to present relevant data, to exchange points of view and to make proposals and counter-proposals.
- 2.5 The Board shall make available to the ABA upon specific request all records, data and public information of the Bridgeton, New Jersey, School District that the Board and ABA deem pertinent to the negotiations.
- 2.6 Any successor Agreement shall apply to all employees in the negotiating unit.
- 2.7 Any successor Agreement shall be reduced to writing and adopted and signed by the ABA and Board.
- 2.8 If a negotiations session is postponed by either party, it shall be rescheduled within the succeeding ten (10) calendar days except by mutual agreement.

ARTICLE III

GRIEVANCE PROCEDURE

- 3.1 A grievance shall mean an allegation by an employee of the ABA that a provision of this agreement has been violated or that an administrative decision above this level was unsatisfactory.
- 3.2 Procedure:
 - 3.2.1 Step 1 – (a) Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to solve it informally. All grievances must be filed within thirty (30) calendar days of their occurrence. (b) The immediate supervisor who receives the grievance must respond within ten (10) school days, in writing, as to his/her decision or it is deemed denied.
 - 3.2.2 Step 2 - If the aggrieved employee is not satisfied with the decision at Step 1, he may appeal that decision to the Superintendent within ten (10) school days after he receives the decision at Step 1. This grievance shall be filed on the proper form. The date, time, place and Article of the Agreement which he feels was violated must be stated on this form. Within five (5) school days after receipt of the written grievance, the Superintendent shall communicate his decision, in writing, to the employee, giving reasons for his decision. A copy of the decision shall be sent to the chairman of the Professional Relations Committee of the ABA.
 - 3.2.3 Step 3 - If the aggrieved employee does not accept the decision rendered at Step 2 above he shall have the right to appeal the decision rendered to the Professional Relations Committee. Within ten (10) school days after the decision in Step 2 is rendered, the Professional Relations Committee shall determine the merit of the grievance; (a) if it is concluded that the grievance has merit, it shall be recommended that the decision rendered in Step 2 be appealed to the Board; (b) if it is determined that the grievance has no merit, the Professional Relations Committee shall so advise the person or persons and a copy of the decision shall be forwarded to the Superintendent; (c) if the aggrieved person (or persons) is not satisfied with the decision of the Professional Relations Committee, an appeal may be made to the Board of Education; (d) if the aggrieved party does not accept the decision rendered in Step 2, an appeal may be made directly to the Board without the Professional Relations Committee reviewing it; (e) any appeal to the Board shall be within fifteen (15) school days after the decision in Step 2 is rendered and shall be in writing stating the grievance and the reasons for not accepting the decision rendered in Step 2; (f) within fifteen (15) school days after receipt of the written appeal, the full Board shall hear the grievance; (g) within fifteen (15) school days after hearing the grievance, the Board shall notify the person (or persons) of its decision in writing, stating reasons for its decision and sending a copy of its decision to the chairman of the professional Relations Committee.

3.2.4 Step 4 - If the aggrieved employee does not accept the Board's decision rendered in Step 3, within five (5) school days after the decision in Step 3 is rendered, he shall request, in writing, that the chairman of the Professional Relations Committee submit his grievance to arbitration. A copy of such request shall be sent to the Superintendent of Schools.

- (a) If the Professional Relations Committee determines that the grievance should be pursued, it shall notify the member or members concerned and the Board of its decision and recommend that the grievance be submitted to arbitration not later than fifteen (15) school days after receipt of the request from the aggrieved employee.
- (b) Nothing contained in this Article shall prevent the aggrieved person or persons from exercising his/her right to pursue the grievance in accordance with the provision of the ABA contract or any applicable statutes.
- (c) Within ten (10) school days after such written notice, the Board and the Professional Relations Committee or the individual in question shall attempt to agree on a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.
- (d) If the parties are unable to agree on an arbitrator or to obtain a commitment from an agreeable arbitrator within a specified period, a joint request shall be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (e) If the parties are unable to pick a mutually acceptable arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.
- (f) If the parties are unable to agree on a mutually acceptable arbitrator within ten (10) school days after the second roster of names is received, either party may request that the American Arbitration Association designate an arbitrator.
- (g) The arbitrator shall render a decision based on the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the agreement between the Board and the ABA. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement. The arbitrator shall render his decision not later than twenty (20) school days after hearings have been completed. It shall be in writing and shall give his findings and reasons for the decision. The decision of the arbitrator shall be final and binding on both parties.
- (h) Only the Board and the aggrieved employee and his representative shall receive copies of the arbitrator's decision.

- (i) Fees and expenses of the arbitrator, including costs of the hearing room, shall be shared equally by both parties. Each party shall bear the expenses incurred by them.
- (j) If the arbitration proceedings require the aggrieved employee or his Board-employed representatives to leave their regular places of employment, and if their absence necessitates the services of substitute employees, the Board will pay the cost of the substitutes; but the time lost by the aggrieved employee and his representative shall be without pay.

3.2.5 Step 5 - Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a decision within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

3.2.6 Step 6 - Any aggrieved employee may be represented at any or all steps on this procedure by him, or, at his option, by a representative selected or approved by the ABA. When an employee is not represented by the ABA, the ABA shall have the right to be present and to state its views at any or all steps of the proceedings.

3.3 No reprisals of any kind shall be taken by the Board against any employee represented by the ABA for his having participated in a grievance proceeding.

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

3.5 Forms for filing grievances, service notices, filing appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent of School and the ABA and given appropriate distribution in order to facilitate smooth functioning of the grievance procedure.

ARTICLE IV

EMPLOYEE RIGHTS

- 4.1 The Board hereby agrees that every employee eligible for representation by the ABA negotiating unit shall have the right freely to organize, join and support the ABA for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly selected body, exercising governmental power under color of law of the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by laws of the State of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to working hours, wages, or any terms or conditions of employment by reason of his membership in the ABA, his participating in any legal activities of the ABA, collective negotiations with the Board, or his institution of any grievance under this Agreement.
- 4.2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 4.3 No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to grievance procedure set forth in Article Three.
- 4.4 Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his office, position, employment or any salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the ABA present to advise him and to represent him during such a meeting or interview.
- 4.5 Evaluations or observations shall be performed only by those professional administrative employees possessing an appropriate supervisory certificate.

ARTICLE V

ABA RIGHTS AND PRIVILEGES

- 5.1 The Board agrees to furnish to the ABA, in response to specific and reasonable requests, available information concerning the financial resources of the district, including annual financial reports, school audits, register of certificated personnel, enrollment data, names and addresses of all employees, and agenda and minutes of all public meetings.
- 5.2 Whenever any representative of the ABA or any employee 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 shall not be charged with a personal day.
- 5.3 Representatives of the ABA, pertinent affiliates and representatives of the New Jersey Principals and Supervisors Associations (PSA), pertinent affiliates and representatives of the NASSP and the NAESP, with permission of the Superintendent, shall be permitted to transact official ABA business on school property, provided that this shall not interfere with or interrupt normal school operations.
- 5.4 The ABA and its representatives shall have the privilege of using school buildings at all reasonable hours for meetings. Approval of the Superintendent shall be required. The Superintendent will notify the building principal.
- 5.5 The ABA shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary, subject to approval of the Superintendent.
- 5.6 The rights and privileges of the ABA and its representatives as set forth in this agreement shall be granted only by the ABA as the majority and exclusive representative of employees eligible for representation by the negotiating unit as defined in Article One.
- 5.7 Representation Fee

The Board agrees to withdraw a Representation Fee in the manner of automatic payroll deduction from the pay of employees certified by the ABA and/or PSA as non-members. The representation fee shall be 85% of the yearly total dues for ABA and PSA. Non-members are those employees who are eligible to join ABA/PSA but do not join and/or are covered under the recognition clause in Article 1.1.

The ABA and/or PSA shall notify the Board on or before October 30 of each year who are non-members. The ABA and/or PSA shall notify the Board of changes and/or additions in member/non-member status throughout the year so that the representation fee can be deducted or canceled, whichever is applicable.

The ABA and/or PSA shall notify the Board of the yearly total dues on or before October 30 of each school year.

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board as it applies to this Article.

ARTICLE VI

EMPLOYMENT

- 6.1 All salaries listed on the ABA salary guides are for a Masters Degree.
- 6.2 The column range allowance for a Master Degree plus thirty (30) graduate credits is eight hundred dollars (\$800).
- 6.3 The column range allowance for an earned Doctorate is fifteen hundred dollars (\$1,500.00).
- 6.4 Employees shall be notified of their contract and salary status for the ensuing year not later than May 15.
- 6.5 All principals, assistant principals and guidance directors will arrive at their respective schools at least one-half hour before school begins and remain in school at least one hour after the dismissal of students.
- 6.6 All ABA members assigned to the Administrative Office Building will work from 8:00 AM to 4:00 PM. Employees will be assigned to the Administration Building at the discretion of the Superintendent of Schools or his designee. Itinerant personnel will be required to give destination upon leaving the building during working hours.
- 6.7 All twelve-month employees shall be entitled to four weeks' vacation with pay, during the summer months when school is not in session. Any exceptions to the time of scheduled vacations must be approved by the Superintendent of Schools. Anyone promoted from within or hired from without the system will be entitled to the said four weeks' vacation. Anyone promoted or hired after January 31 will be entitled to two weeks' vacation during the summer months, when school is not in session. Accrual and use of vacation days shall be in accordance with the policy of the Board of Education. Principals may be paid for up to five (5) days of unused vacations per year at the rate of 1/240. No vacation days may be accumulated from year to year. Any payment, use and/or non-use of vacation is subject to the approval of the Superintendent of Schools.
- 6.8 Ten month employees promoted to 12 month positions who are hired from within shall receive 5 vacation days to be used prior to September 1.
- 6.9 The work year of 10-month supervisors and assistant principals shall be from September 1 through June 30, effective with the 2004-2005 school year.

ARTICLE VII

SALARIES

- 7.1 The salary schedules for all employees eligible for representation by the ABA negotiating unit are set forth in the salary schedules which are attached hereto and made a part of this agreement. All salaries listed are based on a Master's Degree. The salaries for the years 2000-2003 shall be in accordance with the attached guides.
- 7.2 Any person crossing over from the teacher's bargaining unit to the administrator's bargaining unit shall have his/her salary established by receiving an 8% increase over the salary being received on the appropriate step of the teacher's salary guide.

ARTICLE VIII

FRINGE BENEFITS

- 8.1 **EDUCATIONAL IMPROVEMENT:** Eligibility for reimbursement is entirely dependent upon the employee's meeting the state requirement for certification in his position and completion of his Master's Degree. The Board agrees to reimburse employees, other than those holding Ph.D. degrees, the tuition costs up to nine graduate credits per school year. The school year defined for the purpose of reimbursement shall be September 1 to August 31 of the current school year. Reimbursement shall be based on Rowan College's current tuition rates for graduate studies. To be eligible for reimbursement, graduate courses must have prior approval by the Superintendent of Schools and must be in the educational field or related to the employee's work and must be actually taken during the school year for which reimbursement is requested. Carry-over of credits from one year to another for the purpose of increased reimbursement shall not be permitted.
- 8.2 Twelve-month employees shall receive twelve (12) sick days per year; ten-month employees shall receive ten (10) sick days per year.
- 8.3 All employees shall receive two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the Superintendent for personal leave shall be made at least forty-eight (48) hours before taking such leave (except in the case of emergency) and the applicant for such leave shall not be required to state the reasons for taking such leave other than he is taking it under this section. No personal leave may be used on days preceding or following holidays. In cases of emergency, the Superintendent must be contacted and notified of the emergency. At the end of the year, any unused personal days may be converted to sick days.
- 8.4 The Board shall reimburse the employee for travel on professional business. When a personal auto is used for school business, reimbursement for travel shall be at the rate of twenty-seven (27) cents per mile when an application is made on the standard voucher. If travel includes toll, the toll shall be reimbursed also.
- 8.5 The Board of Education agrees to be the collecting and forwarding agent for a tax shelter annuity, if a sufficient number of employees satisfactory to the carrier elect such a program.
- 8.6 Employees may individually elect to have monthly deductions from their salaries in elected denominations for payment to the CUMCO Federal Credit Union. However, the amount of the monthly deduction elected initially shall remain in effect until July 1, at which time the employee may elect to change and establish the amount of the deduction until the ensuing July 1. All requests for a change in the amount of the monthly deduction must be made on or before July 1.
- 8.7 **INSURANCE:** The Board shall give written notification at the time of hiring of all employees new to the district, that the responsibility for filling out the proper cards rests

with the employee. No employee shall be covered unless he has requested coverage and has signed the necessary documents.

- 8.8 The Board agrees to pay the premiums which shall provide the health care insurance protection designated below:
- A. The Board shall pay the full premium for employee, family, and dependent coverage where eligible, which consists of Blue Cross, Blue Shield, Rider J, and Major Medical coverage. Such premium payments shall be for the full twelve-month period of the coverage year and shall continue every year thereafter.
 - B. The Board agrees to pay full family drug and prescription plan (\$10.00 prescription/\$5.00 generic/\$5.00 mail-in co-pay) for all employees, carrier to be named by the Board.
 - C. Duplicate coverage for Blue Cross and Blue Shield, Rider J, and Major Medical will not be permitted.
 - D. The Board of Education shall provide a full Family Dental Plan identified as Delta Dental Plan of New Jersey, Inc., premium to be paid by the Board of Education for all employees in the bargaining unit. Said plan shall provide for the following: (1) 50/50 co-pay; (2) \$1,000 maximum benefit for each family member per year; (3) orthodontic coverage not to exceed a maximum of \$1,000 per year.
- 8.9 Upon retirement, all professional employees shall be given a retirement bonus accumulated by multiplying the number of unused sick days accumulated by the individual, times the rate of sixty per cent pay for fully certificated substitute teachers that is being paid in the Bridgeton District at the time of the individual's retirement. Personnel must have at least ten years' service in the Bridgeton School System. In case of death of an employee, prior to retirement, meeting these requirements, payment of this bonus shall be made to the heir presently designated in writing, by the employee.
- 8.10 ABA members shall, during the term of this Agreement, be provided the insurance programs and levels of coverage provided the BEA.

ARTICLE IX

TERMS OF THIS AGREEMENT

- 9.1 The term of this Agreement shall run from July 1, 2003 to June 30, 2006, inclusive.
- 9.2 During the term of this Agreement, neither the Board nor the ABA shall be required to negotiate with respect to any matters which were or which could have been the subject of negotiation, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, with the exception of remunerations which are considered extras.
- 9.3 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties.
- 9.4 Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and adopted and signed by the ABA and the Board.
- 9.5 Failure of either party to keep any part of this Agreement does not automatically make the entire Agreement void.
- 9.6 **MANAGEMENT RIGHTS:** It is the intention of the parties hereto that all rights, powers, prerogatives and authority which the said Board now has or had prior to the signing of this Agreement are retained by the Board, except for those which are specifically abridged or modified by this Agreement. Such abridgement or modification shall be to the extent specifically set forth in this Agreement only, and such abridgements or modifications are to be strictly construed. It is agreed by and between the parties hereto that the management rights set forth below are not subject to the grievance procedures set forth in Article Three thereof.

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations; (a) to direct employees of the Board; (b) to hire, promote, transfer, assign and retain employees in positions in the district and for just cause, to suspend, to demote, discharge or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain the efficiency of the district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted and; (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

- 9.7 Nothing contained in this Agreement 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 or local laws as they pertain to operation of the school district.

The Bridgeton Board of Education and the Association of Bridgeton Administrators agree to the Contract as proposed for 2000 - 2003.

BRIDGETON BOARD OF EDUCATION

Ms. Angelia Edwards, President
Bridgeton Board of Education

Mr. R. Todd Edwards, Vice President
Bridgeton Board of Education

ASSOCIATION OF BRIDGETON ADMINISTRATORS

Mr. J. Michael Coyne, President
Association of Bridgeton Administrators

Dr. Celeste Merriweather, Vice President
Association of Bridgeton Administrators

DATE: _____

**ABA SALARY GUIDES FOR 2003-06
HIGH SCHOOL PRINCIPAL – 12 MONTH**

STEP	2003-2004	2004-2005	2005-2006
1	83,400	85,068	887,495
2	85,900	87,618	90,109
3	88,500	90,270	92,827
4	91,150	92,973	95,598
5	93,880	95,758	98,452
6	96,700	98,634	101,400
7	99,600	101,592	104,432
8	102,600	104,652	107,569
9	105,758	108,480	111,492

**ABA SALARY GUIDES FOR 2003-2006
K-8 PRINCIPAL – 12 MONTH**

STEP	2003-2004	2004-2005	2005-2006
1	77,530	80,280	84,887
2	79,361	82,150	86,804
3	81,192	84,020	88,721
4	83,022	85,885	90,633
5	84,853	87,750	92,544
6	86,864	89,800	94,645
7	88,515	91,490	96,378
8	94,850	97,497	102,996
9	97,669	100,850	105,972

**ABA SALARY GUIDES FOR 2003-2006
HIGH SCHOOL ASSISTANT PRINCIPAL – 12 MONTH**

STEP	2003-2004	2004-2005	2005-2006
1	72,000	73,440	75,426
2	74,000	75,480	77,517
3	77,800	79,356	81,490
4	80,500	82,110	84,313
5	83,500	85,170	87,450
6	85,500	87,210	89,541
7	87,700	89,454	91,841
8	90,290	92,095	94,548
9	93,000	94,860	97,382

**ABA SALARY GUIDES FOR 2003-2006
HIGH SCHOOL ASSISTANT PRINCIPAL – 10 MONTH**

STEP	2003-2004	2004-2005	2005-2006
1	63,150	64,413	66,224
2	64,900	66,198	68,053
3	68,250	69,615	71,889
4	70,600	72,012	74,016
5	73,200	74,664	76,731
6	75,000	76,500	78,613
7	76,900	78,438	80,599
8	79,200	80,784	83,004
9	81,550	83,181	85,461

**ABA SALARY GUIDES FOR 2003-2006
K-8 ASSISTANT PRINCIPAL – 10 MONTH**

STEP	2003-2004	2004-2005	2005-2006
1	60,946	62,665	64,632
2	62,231	63,975	65,975
3	63,875	65,650	67,692
4	65,700	67,565	69,655
5	67,700	69,554	71,693
6	69,700	71,594	73,784
7	71,775	73,710	75,953
8	73,900	75,878	78,175
9	76,500	78,530	80,894

**ABA SALARY GUIDES FOR 2003-2006
SUPERVISOR – 12 MONTH**

STEP	2003-2004	2004-2005	2005-2006
1	67,165	69,640	71,786
2	69,100	71,634	73,830
3	71,041	73,630	75,876
4	72,979	75,630	77,926
5	74,917	77,625	79,971
6	76,855	79,625	82,021
7	78,700	81,522	83,966
8	81,932	84,815	86,111
9	83,870	86,810	88,156
10	85,808	88,810	90,206
11	87,746	90,805	92,251
12	89,684	92,800	95,645

**ABA SALARY GUIDES FOR 2003-2006
SUPERVISOR – 10 MONTH**

STEP	2003-2004	2004-2005	2005-2006
1	54,606	56,618	58,363
2	56,179	58,240	60,025
3	57,757	59,862	61,688
4	59,333	61,488	63,355
5	60,909	63,110	65,018
6	62,484	64,736	66,684
7	63,984	66,279	68,266
8	66,612	68,956	70,009
9	68,187	70,578	71,672
10	69,763	72,204	73,339
11	71,339	73,826	75,001
12	72,914	75,448	77,761

**ABA SALARY GUIDES FOR 2003-2006
CURRICULUM CONTENT SUPERVISOR – 12 MONTH**

STEP	2003-2004	2004-2005	2005-2006
1	65,865	67,840	69,536
2	67,800	69,834	71,580
3	69,741	71,830	73,626
4	71,679	73,830	75,676
5	73,617	75,825	77,721
6	75,555	77,825	79,711
7	77,400	79,722	81,716
8	79,432	81,815	83,861
9	81,370	83,810	85,906
10	83,308	85,810	87,956
11	85,246	87,805	90,001
12	87,184	89,800	92,045