

## Collective Bargaining Agreement

*By and Between:*

THE BOARD OF EDUCATION OF THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT, a political subdivision of the State of New Jersey, with principal place of business located at 687 Route 9, Cape May, New Jersey 08204, hereinafter referred to as "LCMR"

and

The ADMINISTRATORS ASSOCIATION OF THE LOWER CAPE MAY REGIONAL SCHOOL DISTRICT, a duly recognized bargaining unit of certain employees of LCMR, hereinafter referred to as "ASSOCIATION".

1. **BACKGROUND OF AGREEMENT:** This Agreement represents the result of negotiations between LCMR and ASSOCIATION covering various terms and conditions of employment.
2. **TERM OF AGREEMENT:** The term of the Agreement shall be from July 1, 2013 through June 30, 2016 at which such time it shall automatically expire unless extended by way of a written extension signed by both LCMR and ASSOCIATION.
3. **MEMBERS OF ASSOCIATION:** The members of ASSOCIATION who are subject to the terms and conditions of this Agreement shall be those persons presently holding the following positions at LCMR, which such persons are specifically named in Exhibit "A" hereto. The terms and conditions of employment for any persons not so named specifically shall be as negotiated between LCMR and that person.
  - a) High School Principal
  - b) Teitelman School Principal
  - c) High School Assistant Principal(s)
  - d) Teitelman School Assistant Principal
  - e) Athletic Director
  - f) Supervisor of Special Projects

In the event a 10 month position is created the following conditions apply:

- 10 sick days
- 3 personal days
- No vacation days
- All other contractual provisions apply

4. **SALARY:** LCMR shall pay to each ASSOCIATION member during the term of this Agreement the annual salaries listed on Exhibit "A" hereto. The salary increase will be 2% of each salary for each year of the contract. It is agreed, however, that such

salaries are for the specific individuals named. Annual shall mean the period from July 1<sup>st</sup> – June 30<sup>th</sup>, commencing July 1, 2013. Salary payments shall be bi-monthly, or as done with other employees of LCMR, over a 12 month period. Any new administrator will be placed at a salary level approved by the Board of Education.

5. **HEALTH BENEFITS:** During the term of this Agreement, LCMR shall provide to members of ASSOCIATION the following specific health benefits:

- a). Dental Plan: Delta Dental, or its equivalent, to include 100% preventive, 80% routine, and 50% orthodontia. Maximum benefit is \$1,000. per family member per year, with a \$150.00 deductible. Such deductible shall be paid by each ASSOCIATION member.
- b). Fringe Bank: One Thousand Dollars (\$1,000.00) for length of contract and the Administrators' Association agrees to pay, in each of the contract years, \$50.00 toward the cost of a TPA to administer a Health Reimbursement Account (HRA) for each of its members.
- c). The Board of Education will assume the cost of coverage as set forth in the NJ State Health Benefits Program for the entire family, including the prescription plan. The Board of Education shall provide to each administrator upon employment a description of conditions and limits of coverage in the state plan. All members will contribute to the cost of their health benefits as determined by state statute Ch.78, P.L. 2011. In the event that statute no longer requires an employee contribution towards health benefits, all employees will contribute to pay the same dollar amount dictated by the statute on its last active date, until an agreement between the BOE and the Association can be negotiated.
- d). A total \$1,100.00\* of additional benefits will be provided to each association member to be used for any/all of the following items only:
  - 1). Disability program in Washington National or any similar program. The level of benefit is determined by the member.
  - 2). Life Insurance
  - 3). Medical benefits – health, dental, prescription, etc.
  - 4). Preventive Health Plans and Weight Loss Programs (to be approved in advance by Superintendent or Business Administrator).

Each member shall provide evidence of the benefits selected.

\*(to be decided by each member yearly with no carry-over available)

6. **SUBSTITUTION OF HEALTH INSURANCE COVERAGE:** LCMR reserves the right to change health insurance coverage for ASSOCIATION during the term of this Agreement provided such coverage is substantially equivalent to existing coverage. Such changed coverage may include a mandated second opinion for surgery, but if so, LCMR shall reimburse ASSOCIATION for any such required second opinion not covered by insurance.
7. **PERSONAL DAYS; SICK DAYS:** Each member of ASSOCIATION shall be entitled to twelve (12) sick days and three (3) personal days during each year of employment. A year of employment shall mean the period from July 1st through June 30th commencing July 1, 2013. Unused personal days at the end of each year of employment shall automatically be converted to sick days. Sick days may be accumulated from year to year without a maximum limit.
8. **PAYMENT UPON RETIREMENT FOR UNUSED SICK DAYS:** In the event a member of ASSOCIATION retires during the term of this Agreement and such member qualifies for a retirement pension from the Teacher's Pension and Annuity Fund, LCMR shall pay such member of ASSOCIATION for all such unused sick days at the rate of thirty-eight (38%) percent of his/her per diem if he/she has at least eighteen (18) years of employment with LCMR. Per diem shall be calculated at 1/240th of his/her annual salary the year of retirement. This payment for unused sick days upon retirement shall only be for those sick days accumulated through employment by LCMR and not for unused sick days from employment elsewhere. This payment for unused sick days shall be made by LCMR within one (1) year from the date on which the member of ASSOCIATION gives LCMR written notice of his or her intention to retire. In the event a member of ASSOCIATION leaves the employment of LCMR for any reason, LCMR shall not be required to pay such member for any unused sick or personal days except for retirement pursuant to this paragraph.

Any new member hired after July 1, 2013, will have a maximum payout for unused sick time, based on the formula, of \$15,000.00.

9. **VACATION DAYS:** Each administrative employee shall accumulate vacation days at the rate of 1.8 days per month for an annual total of 22 days. All vacation days must be used during the ensuing school year (7/1/XX to 6/30/XX). Any vacation days not used in the year following the year in which the days were accumulated will be forfeited.

EXAMPLE: An administrative employee currently holding 22 accumulated vacation days during the 2006/07 school year must use all of these days during the 2007-2008 school year and before 7/1/2008 at which time said employee will have accumulated another 22 vacation days to be used during the 2008/2009 school year and before 7/1/2009, etc.

Any administrative employee who has accumulated more than 22 days of vacation time prior to July 1, 1998 shall have the number of days over 22 grandfathered. Administrative personnel will make good faith efforts to reduce the number of days grandfathered.

All vacation days are subject to the approval of the Superintendent.

10. **PAYMENT FOR MEMBERSHIP IN PROFESSIONAL ORGANIZATION:** LCMR shall pay for the annual membership dues in one State professional organization of his/her choice and its national affiliate.

11. **TAX SHELTER (403 (B)):** Each member of ASSOCIATION shall be entitled, on an annual basis, to payment by LCMR into a tax shelter 403 (B) of her choice. Such payment shall be based upon a member's years of employment by LCMR in the in an Administrator's position in accordance with the following schedule:

- 3 – 6 years                      \$2,775.
- 7+ years                            \$3,275.

It is understood that the full amount of the tax shelter is to be paid to the Administrator by July 15<sup>th</sup> of each year. It is also understood that should the administrator leave before the conclusion of the school year, a pro-rated amount of this tax shelter will be payable by the administrator to Lower Cape May Regional, or will be deducted from the employee's last pay with this district.

12. **ADVANCED DEGREE:** Each member of ASSOCIATION shall receive an additional payment by LCMR upon the obtaining of the following advanced degree status. The obtaining of such advanced degree status after February 1<sup>st</sup> of any year (July 1 – June 30) shall call for this payment to be pro-rated for that school year. All such advanced degree status must be from a fully accredited university and verified by the presentation by member to LCMR of a transcript, or other suitable documentation.

- |                           | <u>2013-2016</u> |
|---------------------------|------------------|
| • Masters plus 30 credits | \$1,125.         |
| • Masters plus 45 credits | \$1,375.         |
| • Doctorate               | \$2,125.         |

All such annual payments shall be made as part of the member's regular salary payments.

13. **LONGEVITY**: Each member of ASSOCIATION shall receive an additional payment annually in the event he or she has longevity in one or more of the positions identified in Paragraph 3 of the Agreement.

<b>Years of Employment</b>	<b>2013-2016</b>
6 – 10	\$1,825.
11 – 15	\$2,425.
16 – 20	\$2,825.
21+	\$3,325.

All such annual payments shall be made as part of a member's regular salary payments.

14. **PENSION COSTS**: During the term of this Agreement, LCMR shall pay all pension costs for members of ASSOCIATION. Pension reimbursement costs for all members will be capped at 5% of pensionable salary, paid by the district. The remaining pension cost percentage will be paid by each association member.
15. **DUTIES**: Members of ASSOCIATION shall, during the term of this Agreement, perform such duties as directed by the Superintendent of the LCMR School District.

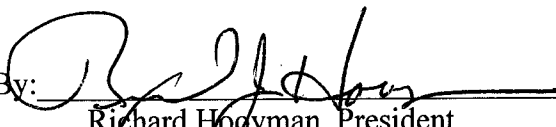
He or she shall also perform such duties as are prescribed under the laws of the State of New Jersey, the rules and regulations of the Department of Education, and the rules and regulations of the LCMR Board of Education.


16. **OTHER RIGHTS NOT AFFECTED**: Unless specifically set forth herein, LCMR and ASSOCIATION retain any and all respective rights and duties each may have under federal and State law including, but not limited to, LCMR's right to terminate or modify any member's employment and to discipline as allowed by law.
17. **INTERPRETATION**: This Agreement shall be interpreted in accordance with the laws of the State of New Jersey.
18. **MODIFICATION OR AMENDMENT OF AGREEMENT**: This Agreement may only be modified or amended in writing by both LCMR and ASSOCIATION, and therefore no oral modifications shall be binding on either LCMR or ASSOCIATION.
19. **ENTIRE AGREEMENT**: This Agreement constitutes the entire agreement and understanding between LCMR and ASSOCIATION, and unless set forth herein, no other promises, understandings or representations shall be binding upon either LCMR or ASSOCIATION.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year written below.

**BOARD OF EDUCATION OF THE LOWER  
CAPE MAY REGIONAL SCHOOL DISTRICT**

Date: 9/3/13


By:   
Richard Hooyman, President

By:   
Vicki Clark,  
Negotiations Chairperson

Attest:   
Mark G. Mallett  
Business Administrator/Board Secretary

**ADMINISTRATORS ASSOCIATION OF THE  
LOWER CAPE MAY REGIONAL SCHOOL  
DISTRICT**

Date: 8-28-13

By:   
Larry Ziemba, High School Principal

By:   
Gregory Lasher, RMT Principal

Exhibit (A)

Administrator's Salary Guide

<b>ADMINISTRATORS</b>	<b>2013/2014</b>	<b>2014/2015</b>	<b>2015/2016</b>
Ziembra, Larry	99,000	100,980	103,000
Schiffbauer, Mark	93,004	94,864	96,761
Daly, Peter	80,916	82,534	84,185
Lasher, Greg	94,272	96,158	98,081
Simonsen, Erik	71,604	73,036	74,497

## 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, 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 level possible, 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 ninety (90) school days of the happening of the event.
2. **Failure to communicate a decision** – Failure at any step to communicate the decision of 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 dispositive.
3. **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, 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) days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.
4. **Level One: Immediate Supervisor** – If, as a result of the discussion, the matter is not resolved to the satisfaction of the complainant within seven (7) calendar days, he shall set forth his grievance in writing to the immediate supervisor, 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 dissatisfaction with decisions previously rendered.

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



5. **Level Two: Superintendent of Schools** - The grievant, no later than seven (7) calendar days after receipt of the immediate superior'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 his 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.
6. **Level Three: Board of Education** – 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 of Education. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board of Education. 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 receipt of the grievance by the Board.
7. **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 Employment Relations Commission.

The arbitrator shall limit himself to the issues submitted to him. He can add nothing to, nor subtract anything from, the Agreement between parties or any policy of the Board of Education. 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.

NOTE: the number of levels will depend on the administrative structure of the district.

8. **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 hearing 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 grievances.

9. **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.
10. **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 representative contemplated in this article.

#### **D. Costs**

The fees and expenses of the arbitrator are the only costs which will be shared by the 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 lost by any grievant and/or his representatives(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

## GRIEVANCE FORM

Level of Grievance:

**Level One:**

\_\_\_\_\_

Aggrieved Party or Representative

\_\_\_\_\_

Date of Submission

\_\_\_\_\_

Building Principal

**Level Two:**

\_\_\_\_\_

Aggrieved Party or Representative

\_\_\_\_\_

Date of Submission

\_\_\_\_\_

Superintendent of Schools

**Level Three:**

\_\_\_\_\_

Aggrieved Party or Representative

\_\_\_\_\_

Date of Submission

\_\_\_\_\_

Secretary to the Board of Education

**Level Four:** Notification of submission of grievance to Arbitration

\_\_\_\_\_

Aggrieved Party or Representative

\_\_\_\_\_

Date of Notification

\_\_\_\_\_

Secretary to the Board of Education

Notification of petition to submit grievance to Arbitration:

\_\_\_\_\_

Aggrieved Party or Representatives

\_\_\_\_\_

Date Copy Received

\_\_\_\_\_

Secretary to the Board of Education