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AGREEMENT

BETWEEN THE

TABERNACLE TOWNSHIP PRINCIPALS AND SUPERVISORS ASSOCIATION

AND THE

BOARD OF EDUCATION OF TABERNACLE TOWNSHIP;

THE COUNTY OF BURLINGTON, NEW JERSEY

2004 - 2007

This agreement entered into this 1st day of July 2004, by and between the Board of Tabernacle Township hereinafter called the "Board" and the Tabernacle Township Principals and Supervisors Association, hereinafter called the "Association."

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123; Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to their terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in the Agreement, be it RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE 1

RECOGNITION

A. UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment of all certified personnel whether under contract, or on leave, duly employed by the Board:

Principals
Curriculum Supervisor
Child Study Team Supervisor

B. DEFINITION OF ADMINISTRATOR

Unless otherwise indicated, the term "Administrators" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

B. DEADLINE DATE

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123 Public Laws 1974 in good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin as soon as possible after January 1 of the calendar year preceding the calendar year in which this agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association and be adopted by the Board

B. MODIFICATION

The Board and the Association expressly agree that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term "sanctions." The parties also agree that during the period of negotiations the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "No progress has been made." The parties shall be bound by this provision until such time as fact finding is either imposed or requested jointly or unilaterally by the parties of the Public Employment Relations Commission.

ARTICLE III

ADMINISTRATOR'S EMPLOYMENT

A NOTIFICATION OF CONTRACT AND SALARY

Administrators shall be notified of their contract for the ensuing year no later than April 30th or as prescribed by law.

Administrators shall return their signed contracts to the Board within thirty (30) days of notification of contract salary.

ARTICLE IV

ADMINISTRATOR'S WORK YEAR

The administrator's work year shall be congruent with the school calendar when school is in session. Additional paid holidays will include Independence Day and Labor Day holidays. Each administrator will be granted twenty (20) vacation days annually beyond the school calendar. These days may be taken during the summer or the school year with approval of the Superintendent with due consideration to the needs of the school district. An administrator may carry over 10 unused vacation days from any year to the next year. Whenever an administrator retires, the maximum number of vacation days accrued will be 30.

ARTICLE V

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT FOR ADMINISTRATORS

A. TUITION REIMBURSEMENT

The Board shall appropriate eight thousand two hundred (\$8200) dollars per year to establish a tuition refund program to make funds available to the administrators interested in continuing their professional development and educational improvement. From these appropriations, the Board shall pay the costs of a course, such payment not to exceed one thousand dollars (\$1,000) for one course. These funds will be paid upon satisfactory completion of an approved graduate level course subject to the limitations of this Article. An approved graduate level course will be determined by the Superintendent. An administrator must receive a "B" or equivalent in an approved graduate course in order to be eligible to receive tuition.

The Board of Education shall pay the Professional dues for administrators in their State Professional Organization.

B. Professional Development

One unit member may annually, upon approval of the Board of Education, attend a national conference for professional improvement. The association shall decide on the rotation of members to attend the conference.

The Board of Education will reimburse the unit member up to \$2500 for registration, travel, and accommodations.

ARTICLE VI

SALARIES

SALARIES

- A. The salary of each administrator covered by this Agreement is set forth in Schedule A which is attached hereto and made a part hereof.

Any administrator employed by the Board of Education for ninety (90) working days in any one school year shall be given credit for one (1) full year of service.

- B. METHOD OF PAYMENT

Administrators covered by this agreement shall be paid on the 15th and 30th of the month. The twelve (12) month period shall run from July 1st to June 30th. When a scheduled payday falls on or during a school holiday or vacation then administrators shall be paid on the last previous working day.

- C. LONGEVITY

Longevity increments will be added to the salary of each Administrator according to the years of service to the District: 15 yrs. - \$700, 20 yrs. - \$1,025. 25 yrs. - \$1,350.

All recognized employees of this Contract are employed for 12 (twelve) months of each school year.

ARTICLE VII

INSURANCE PROTECTION FOR ADMINISTRATORS

- A. For the term of the Agreement the Board agrees to provide full-family hospitalization and major medical insurance coverage equal to the N.J. Public and School Employees Health Benefits Program Blue Cross/Shield, Rider J and Major Medical, under the rules and regulations of the plan.

Administrators currently enrolled in HMO programs will continue to pay the premium difference between HMO programs and the fully Board paid State Health Plan Blue Cross and Blue Shield program. Any new administrators or current administrators wishing to change from BC/BS to a HMO program will be responsible for the premium difference between the HMO premium and the BC/BS premium.

- B. The Board agrees to provide a full family comprehension prescription plan for the duration of the agreement that is consistent with the program provided to the Tabernacle Education Association
- C. The Board agrees to pay the premium of a full family dental and prescription plan.
- D. The Board shall provide \$200 towards a disability insurance policy for each unit member that wishes to participate in this program.
- E. The Board shall provide to each Administrator a description of the health care insurance coverage provided under this Article no later than the beginning of the school year which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE VIII

TRAVEL EXPENSES

- A. Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the IRS rate.

ARTICLE IX

A. ACCUMULATIVE

All administrators shall be entitled to twelve (12) sick leave days for the school/work year.

B. NOTIFICATION OF ACCUMULATION

Administrators shall be given a written accounting of accumulated sick leave no later than September 15 of each school year.

C. PAYMENT FOR UNUSED SICK LEAVE FOR ADMINISTRATORS

1. Upon retirement, the leaving administrator shall be compensated for all accumulated sick leave as follows: Administrators hired before 2000 shall receive \$110.00 per day up to a maximum of 270 days. Administrators hired after 2000 shall receive \$100.00 per day up to a maximum of 270 days. Payment shall be made at the option of the retiree. Monies will be disbursed in a maximum of two years. If the retiree is deceased, the balance of the monies will be disbursed to the retiree's estate. The Board agrees to look at multiple vehicles for disbursement of these funds.
2. This compensation will not be payable when the administrator is separated from his/her employment for just cause, either through discharge or resignation directly related to this just cause.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

A. TYPES OF LEAVE

1. Personal

Four (4) 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 two (2) days before taking such leave (except in the case of emergencies).

2. Bereavement

An allowance of up to five (5) school days, within seven (7) consecutive school days, or up to five (5) work days, within seven (7) consecutive work days, during the summer months, at any one time, shall be granted in the event of the death of a unit member's immediate family. Immediate family shall be defined as parents, siblings, spouse and children. An allowance of up to three (3) school days, within five (5) consecutive school days, or up to three (3) work days, within five (5) consecutive work days, during the summer months, at any one time, shall be granted in the event of the death of the unit member's mother-in-law, father-in-law, brother-in-law or sister-in-law or any member of the unit member's immediate household who was residing in the unit member's home at the time of death. Personal days may be used to cover additional bereavement days.

ARTICLE XI

GRIEVANCE PROCEDURE FOR ADMINISTRATORS

A. DEFINITIONS

1. Grievance

A "Grievance" is a claim by an administrator or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an administrator or a group of administrators.

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 administrators. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure

C. PROCEDURE

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Failure on the part of an administrator to comply with the time limits shall result in a waiver of the right to proceed to the next level. Failure by the Board to comply with time limits at level Two shall result in a granting of the grievance.

2. Time Restrictions

An aggrieved administrator shall institute action under the provision hereof within ten (10) work days following the occurrence complained of when it affects the administrator. Failure to act within the said ten (10) day period shall be deemed to constitute an abandonment of the grievance.

3. Level One - Superintendent

An administrator with a grievance shall first discuss it with the superintendent either directly or through the Association's designated representative, with the objective of resolving the matter informally. If the aggrieved person is not satisfied with the disposition of his/her grievance after the discussions, or if no decision has been rendered within five (5) work days after the presentation of the grievance, he/she may file the grievance in writing with the Association within five (5) work days after the grievance was presented, whichever is sooner. Within five (5) work days after receiving the written grievance, the Association shall refer it in writing to the Superintendent of Schools. The writing shall specify:

- a. Nature of grievance
- b. Results of prior discussions
- c. Basis for his/her dissatisfaction with the determination.
- d. Proposed solution.

4. Level Two - Board of Education

If the administrator of the Association is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent, the administrator may submit the grievance to the Board. Said request shall be made to the Board within ten (10) work days from the above disposition, shall be in writing, and shall specify following:

- a. Nature of grievance
- b. Results of prior discussions
- c. Basis for his/her dissatisfaction with the determination
- d. Proposed solution

A copy of this statement shall be furnished to the Superintendent.

5. Level Three - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Board, he/she may, within five (5) days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) work days after receipt of a request by the aggrieved person.
- b. Within ten (10) work days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to sever if the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- c. The arbitrator so selected shall confer with the representative of the Board and Association and hold hearings promptly and shall insure his/her decision not later than twenty (20) days from the date of the close of hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasons, and conclusions on the issues submitted. 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 decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator may add nothing to modify or subtract anything from the Agreement between the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. RIGHTS OF ADMINISTRATORS TO REPRESENTATION

1. Administrators and Association

Any aggrieved person may be represented at all stages of the grievance by himself/herself, or, at his/her option, by a representative selected or approved by the Association. When an administrator is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. PROTECTION OF ADMINISTRATORS' RIGHTS IN TEACHERS' GRIEVANCE PROCEDURE

1. If a particular teacher's grievance continues beyond Level 1, the Administrator who initially heard the grievance and the association's designated representative shall have the right to participate in all subsequent levels of the grievance and shall receive a written copy of whatever decision is rendered at each level.
2. If the grievance is discontinued by a teacher or the teachers' association at any level of the grievance process, the administrator's decision in question is affirmed after the appeal time has expired.

F. MISCELLANEOUS

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of administrators, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level One. The Association may process such a grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all

decisions rendered at Level Two and Level Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and the Association

3. 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.

4. Meetings and Hearings

All the meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in the ARTICLE.

ARTICLE XII

BOARD'S RIGHTS

A. 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.

1. To direct employees of the school district.
2. To hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees.
3. To relieve employees from duty because of lack of work or for other legitimate reasons;

4. To maintain efficiency of the school district operations entrusted to them;
5. To determine the methods, means and personnel by which such operations are to be conducted;
6. To establish reasonable work rules; and
7. To take whatever actions may be necessary to carryout the mission of the school district in situations of emergency.

B. This agreement represents and incorporates the complete and final understanding in settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. The duration of this agreement is July 1, 2004 through June 30, 2007.

TABERNACLE TOWNSHIP
PRINCIPALS AND SUPERVISORS
ASSOCIATION

BOARD OF EDUCATION OF
THE TOWNSHIP OF
TABERNACLE

President

President

Secretary

Secretary

Date: _____

Date: _____

TABERNACLE TOWNSHIP SCHOOLS
TABERNACLE, NEW JERSEY

SIDEBAR AGREEMENT

In recognition for their years of service to the district, administrators will be granted the opportunity to exchange entitled vacation pay and/or accumulated sick leave pay entitlement for base salary. The exchange payment for vacation and/or sick leave shall be in addition to the salary listed in Schedule A; however, the combination of the salary in Schedule A and the exchange of vacation and/or sick leave entitlement pay shall not exceed 14%.

Date

President, TPSA

President, Tabernacle BOE

SCHEDULE A

	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>
Principal-Middle School	88,900	93,400	97,900
Principal-Elementary	104,236	108,736	113,236
Curriculum Supervisor	99,591	104,091	108,591
CST Supervisor	88,755	93,255	97,755

These salaries are for the personnel presently in their positions. The Board reserves the right to negotiate a new salary structure for any new administrator employed by the district.

The longevity will continue and be added to the salaries listed above. The longevity clause will not pertain to any new administrators employed under this contract.