

AGREEMENT  
Between the  
PINELANDS REGIONAL BOARD OF EDUCATION  
and the  
PINELANDS REGIONAL INSTRUCTIONAL MANAGEMENT ORGANIZATION

July 1, 1993 - June 30, 1996

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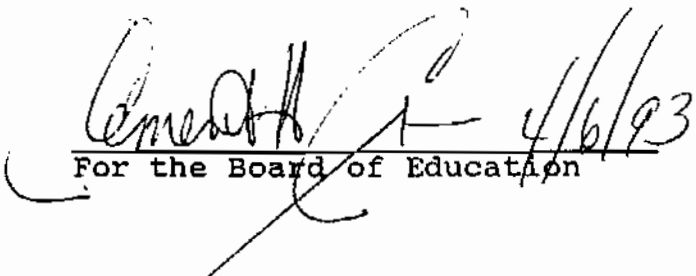


MEMORANDUM OF AGREEMENT

It is hereby agreed between the Pinelands Regional Board of Education and the Pinelands Regional Instructional Management Organization (PRIMO) that the following contract provisions shall be ratified and placed into appropriate contract language:

- 1) A new bargaining agreement covering the time period July 1, 1993 through June 30, 1996;
- 2) Employee salary increases each year based upon the New Jersey State Department of Education's CAP for the school district for the next school year (e.g. 5.89% CAP for 1993-94 school year);
- 3) Elimination of employee prescription coverage as provided by C.W. Bollinger Insurance Company, as well as elimination of the \$5,500.00 annual allowance for member's convention/seminar attendance;
- 4) For each employee having more than single employee basic health coverage, an annual contribution (through payroll deduction) of:

\$100.00	-	1993-94
\$150.00	-	1994-95
\$200.00	-	1995-96
- 5) All other contract language and provisions shall remain unchanged;
- 6) In the event the teachers' association (PEA) negotiates benefits greater than those contained herein, the Board of Education shall modify this memorandum to reflect those greater benefits.

  
For the Board of Education


  
For the PRIMO Organization



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## PREAMBLE

This Agreement is entered into this 7th day of April 1993, by and between the Pinelands Regional Board of Education, hereinafter called the "Board", and the Pinelands Regional Instructional Management Organization, hereinafter called the "Organization" or "P.R.I.M.O."

## ARTICLE 1

### RECOGNITION

The Board recognizes P.R.I.M.O. as the exclusive bargaining agent for collective negotiations with respect to terms and conditions of employment for the following employee classifications: Assistant Principals, Directors, and District Supervisors.

## ARTICLE 2

### NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Not later than November 1, 1995 the Board agrees to initiate negotiations with the Organization over a Successor Agreement in accordance with the procedure set forth herein in good-faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment, but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. By the same date, both parties agree to present their proposals for the Successor Agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.
- B. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time.
- C. The Board shall provide the Organization with information in the possession of the Board which is required by the Organization to carry out its duty to negotiate on behalf of the bargaining unit and to process grievances arising under this Agreement.
- D. 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.

- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE 1 of this Agreement, with any organization other than P.R.I.M.O. for the duration of this Agreement.
- F. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

### ARTICLE 3

#### GRIEVANCE PROCEDURE

##### A. Definitions

- 1. Grievance: A "grievance is a claim by an employee or the Organization based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting terms and conditions of employment of bargaining unit members.
- 2. Aggrieved Person: An "aggrieved person" is the person or persons or the Organization making the claim.
- 3. Party in Interest: A "party in interest" is the person or persons making the claim and any person including the Organization or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

##### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, resolution of grievances. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

##### C. Informal Discussions

Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance adjusted without the intervention of the Organization.

##### D. Procedural Matters

###### 1. Time Limits

- a. 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.

b. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be considered an abandonment of the specific grievance.

c. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

2. Form of Grievance

All grievances under Steps 2, 3 and 4 shall be in writing, shall specify the section or article of the contract, the Board policy or the administrative decisions within the definition of a "grievance" under A.1 above, the date of the violation, and the relief sought.

E. Procedure

A grievance to be considered under this procedure must be initiated by the grievant within twenty (20) working days from the time of its occurrence or the time when the aggrieved person became aware, or should have become aware, of the alleged grievance.

Step 1:

An employee shall discuss his grievance with his immediate superior in an attempt to resolve the matter informally. The superior shall attempt to adjust the matter and shall respond orally to the grievant within five (5) working days.

Step 2:

If the grievance has not been settled through discussions with the immediate superior, the grievant shall present the grievance in writing under the provisions of D.1, D.2 and E.1 above to the Principal within five (5) working days. The Principal shall communicate his decision in writing to the grievant within five (5) working days after he/she receives the written grievance.

Step 3:

If the grievance is not settled to the resolution of the grievant at Step 2, the grievant may appeal the decision in



writing to the Superintendent of Schools within five (5) working days. The Superintendent shall respond in writing to the grievant within ten (10) working days.

Step 4:

If the grievance is not resolved at Step 3, the grievant may request no later than five (5) working days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing through the Superintendent, and the Board shall render a decision in writing within one (1) week after their next regularly scheduled meeting if the Superintendent has received the grievance no later than five (5) working days prior to that meeting.

Step 5:

a. If the grievance is not resolved at Step 4, and if the grievance is based upon the express, written terms of this Agreement, the Organization may proceed to arbitration under the American Arbitration Association's Voluntary Labor Arbitration Rules or PERC Rules. Such an application must be made to AAA or PERC within twenty (20) calendar days from the date when the Board made its decision under Step 4 or from the date when the Board should have made its decision.

b. The arbitrator selected shall confer with the representatives of the Board and the Organization and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator, in his decision, shall be without the power or authorization to amend, modify, nullify, subtract or add to the provisions of this Agreement. His authority will be strictly limited to the issue or issues presented. The decision of the arbitrator shall be submitted in writing to the Board and the Organization and shall be binding.

c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Organization. Any other expenses shall be paid by the party incurring same.

F. Rights of Employee to Representation

1. Employee and Organization

Any aggrieved person may be represented at all steps of the grievance procedure by himself, or at his option, by a

representative(s) selected or approved by the Organization. When an employee is not represented by the Organization, the Organization shall have the right to be present and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board, its administrators, or the Organization against any grievant or his representatives by reason of his participation in the grievance procedure.

G. Miscellaneous

1. If in the judgment of the Organization, a grievance affects a group or class of employees, the organization may submit a grievance. Such a grievance may be filed at Step 2 if it involves the Principal's directive or at Step 3 if it involves the Superintendent's directive or a Board policy.

2. Written Decisions

Decisions rendered at Steps 2, 3 and 4 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 to the Organization.

3. Separate 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. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Organization.

5. Meetings and Hearings

All 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 this Article.

6. Employees are required to carry out all administrative directives despite an alleged contract violation or the dependency of a grievance.

7. Work Rules

The Board may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to the specific provisions of this Agreement.

8. No Strike/No Lock-Out

a. The Organization covenants and agrees that during the term of this Agreement neither the Organization nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employment), work stoppage, slowdown, walkout, or other action against the school district. The Organization agrees that such action would constitute a material breach of this Agreement.

b. The Organization will actively discourage and will take whatever affirmative steps are necessary to prevent or terminate any strike, work stoppage, slowdown, walkout or other job action against the Board.

c. The School Board covenants and agrees that during the term of this Agreement neither the Board nor any of its agents will cause, authorize or support the locking out of the employees in this bargaining unit.

ARTICLE 4

WORK YEAR AND ASSIGNMENTS

A. All P.R.I.M.O. members shall be employed on a twelve (12) month basis, commencing work on July 1st and concluding work on June 30th of the following calendar year. All members shall work the 10 Month Employee Calendar as approved by the Board on a yearly basis. P.R.I.M.O. members shall be entitled to all non-work days as provided each year in the calendar for 10 Month employees with respect to the NJEA Convention, Winter Recess and Spring Recess.

B. Vacation

1. Vacation time for twelve (12) month employees shall be twenty (20) vacation days. Vacation time may be utilized upon approval by the Superintendent. While school is in session, consecutive day utilization shall be limited to not more than two (2) five (5) day periods of time unless otherwise approved by the Superintendent.

2. All vacation days must be submitted at least two (2) weeks prior to the requested time and must have the written approval of the Superintendent.

- C. Summer Work Schedule  
The Board shall maintain the option of approving a summer work schedule for each successive contract year. That work schedule shall provide not less than the opportunity of working five (5) seven-hour days per week, but consideration by the Board may be undertaken to permit, on an annual basis, direction which would provide an opportunity for four (4) eight-hour work days per week.
- D. Two P.R.I.M.O. members shall be designated as Co-Directors of Summer School each year with all district supervisors eligible for this assignment. The Superintendent shall determine this assignment no later than May 15th and shall seek volunteers prior to making any recommendation to the Board of Education.
- E. No P.R.I.M.O. member may be assigned more than one (1) teaching assignment during the September through June school year. This assignment shall be scheduled in such a manner as to provide continuation of classroom instruction should the employee seek to utilize vacation time under Paragraph B, Section 1 of this Article.
- F. The Board and P.R.I.M.O. recognize the importance of providing supervisory coverage whenever the building or the school grounds are utilized during weekdays until 5:30 p.m. It is agreed that such coverage will be provided through the establishment of a rotational design to include the Building Principal and all P.R.I.M.O. members, such that each individual shall not have more than twenty-four (24) days of late duty coverage per school year.

## ARTICLE 5

### SICK LEAVE

- A. All P.R.I.M.O. members under contract shall be granted twelve (12) sick days per year.
- B. Bargaining unit members newly employed after the beginning of any school year shall, at the time of employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the school year. Any portion of a month shall be considered a full month.
- C. Sick leave days shall be accumulative throughout the course of employment in the District and may be used for illness in subsequent years.
- D. Employees may be required to provide medical proof of illness upon request of the Superintendent.

- E. Employees shall be given a written accounting of accumulated sick leave days no later than September 10 of each school year.
- F. Credit for up to ten years of sick leave earned in Pinelands will be granted to members of the district should such members be terminated due to a reduction in force and subsequently return.
- G. Payment for Unused Sick Leave Upon Retirement.
1. Employees must be eligible for and actually retire under the auspices of the T.P.A.F. system.
  2. In order to be eligible for said payment, the employee must give two (2) months written notice of intention to retire.
  3. In cases of disability, certified for the purposes of retirement, the notice provision under 2. above will be waived.
  4. The Board may waive the notice requirement in other cases at its own discretion. Such waiver or its denial is not grievable.
  5. In order to be eligible for said payment, the unused sick leave days of a retiring employee (defined in 6. below) shall be at least 60% of the available accumulated sick leave days (defined in 7. below) as modified in 8. and 9. below.
  6. "Unused sick leave days" is defined to mean all sick leave days available to the employee at the time of retirement including converted unused personal leave days.
  7. "Available accumulated sick leave days" is defined to mean all sick leave days credited upon initial employment and those credited to the employee annually under the terms of Article 5, A. and B. Those unused personal leave days which have been converted to accumulated sick leave days constitute "available accumulated sick leave days".
  8. Employee absences of eight (8) consecutive days or more which have been certified by a physician at the time of the absence will be credited toward the total 60% but such days will not be compensated under 9. below.
  9. An employee who meets the terms of the above provisions shall be paid for all unused sick leave days at the rate of \$75.00 per day (1993-94).

10. Upon the death of an employee who has, at the time of death, met the terms of G.5 above, the Board shall make the payment under G.9 above to a designated beneficiary or to no more than two (2) designated beneficiaries in equal payments. Beneficiaries shall be the same as those listed to receive pension death benefits.

## ARTICLE 6

### TEMPORARY LEAVES OF ABSENCE

#### A. Personal Leave

1. The Board shall provide three (3) non-accruing personal days per year to each employee for which no specific reason need be given. These personal days shall not be taken on days before or after holidays unless approved by the Superintendent.

2. Requests for personal days under A.1 above must be filed with the Superintendent at least five (5) working days prior to the day to be taken and must be approved by him/her. The notice provision will be waived in the event of an emergency.

3. Unused personal leave days shall be converted each July 1st to sick leave days. Thereafter, these days are available for employee use under the terms Article 5 C, D and E.

#### B. Legal

1. All employees shall be compensated at their full rate of pay for each day the employee's presence in court is required by subpoena as a witness. This benefit shall not apply if the employee(s) is a party to an action if that action is instituted by the Board against said employee or by an employee(s) against the Board or its agents.

2. Employees shall be compensated at their full rate of pay for each full day that the employee is required by the court to be in attendance on a jury.

3. The total combined compensation under the above shall not exceed ten (10) days during any school year, unless by special request from the court. If the court does specially request additional time, such request shall be reviewed by the Board on a case-by-case basis.

#### C. Temporary Military

1. Employees assigned to participate in training exercises of official branches of the armed services shall receive full compensation during their absence from the District for a period not to exceed two (2) weeks per contract year of employment.

2. A certified copy of the order for active duty must accompany each request. It is expected that employees will advise their supervisor within three (3) working days of notification in order that the District may schedule to its requirements.

3. In the event that New Jersey's statutory requirements are altered to provide for employer pay less military compensation, said alteration shall be adopted as the controlling provision of this Agreement.

D. Death

1. The Board of Education shall provide for three (3) non-accruing days per incident for attendant services as a result of death in the immediate family (spouse, child, parent, parents-in-law, grandparents, brother, sister, brother-in-law or sister-in-law).

2. In the event of the death of a parent, spouse, child, brother or sister, the Board shall extend up to two (2) sick leave days after the use of the days under D.1. above. These are deducted from available, accumulated sick leave.

ARTICLE 7

CHILD-REARING LEAVE

A. Applications for child-rearing leave shall be made by the employee to the Superintendent on forms provided by the Board at least three (3) months prior to the anticipated birth of the child.

B. Child-rearing leave shall be granted to tenured employees for the balance of the school year (concluding June 30) in which the child is born and for one (1) additional school year. The employee shall state whether he or she desires a leave solely for the balance of the school year in which the child is born or for an additional school year.

C. If an employee, under B. above, has elected to take only a leave for the balance of the school year in which the child is born, the employee may apply for the additional full school year of such leave. Application shall be made on the child-rearing leave form provided by the Board and shall be received by the Superintendent no later than April 1st prior to the termination of the leave granted under B.

D. Any employee adopting a child shall be granted a child-rearing leave in conformity with the provisions of B. which shall commence upon the date such employee obtains custody of the child. Notice shall be given to the Superintendent at least

sixty (60) days prior to the anticipated date of custody if possible, and if not, as soon as practicable. An extension of child-rearing leave may be made under the provisions of C.

- E. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board and is not medically contraindicated.
- F. Upon return from a child-rearing leave all benefits to which the employee was entitled at the time of the commencement of leave, including unused accumulated sick leave, shall be restored.
- G. The Board shall grant a child-rearing leave of absence to any nontenured employee until the end of the contract school year in which leave is obtained. Nothing in this Article shall be construed to require the Board to offer a new contract for a new school year to any nontenured employee who would not otherwise have been offered such a contract.
- H. Consecutive leave under B./C. shall not be granted to any employee.
- I.
  1. If during the term of any leave under B. or C. an employee is employed full time by another employer during any portion of the regular school day, he or she will be deemed to have terminated leave under said provisions and to have abandoned his or her position.
  2. Under this clause, an employee may accept part-time employment and may substitute in the Pinelands Regional School District.
  3. Employees may sub in other school districts. Employees wishing to sub in other school districts shall provide the Board with two phone numbers where they may be reached in the evening. The Board may call the employee before 11 p.m. of the evening preceding the next workday to inform employee of Pinelands substitute assignment. If no call is received by 11 p.m., employee is free to substitute elsewhere.
  4. If an employee applies for early return under E. above, has provided at least sixty (60) days notice before the first day of the next marking period and is not granted permission to terminate the leave early, he or she is not subject to the limitations under I.1 above.



ARTICLE 8

REMUNERATION

- A. Salaries for the 1993-96 school years are set forth in Appendix A attached.

Longevity - Unit members shall be eligible for the following longevity stipends upon completion of the appropriate number of full years in the district:

<u>No. of Years</u>	<u>Payment</u>
3	\$ 300
4	\$ 500
5	\$ 600
6	\$ 700
7	\$ 800
8	\$1,000
9	\$1,100
10	\$1,200
11	\$1,300
12	\$1,400
13	\$1,500
14	\$1,750

- B. In addition to annual remuneration based on salary guide placement, each employee shall receive an annual meritorious service stipend equal to not more than 2% of the annual base salary, capped at \$1,500.00. Stipends shall be paid quarterly (the first pay period of September, December, March and June).

P.R.I.M.O. SALARY GUIDE

APPENDIX A

1993-94

<u>Step</u>	<u>Director/ District Supervisor</u>	<u>Assistant Principal</u>
1	57,636	60,756
2	58,436	61,556
3	59,283	62,403
4	60,063	63,190
5	60,842	63,976
6	61,623	63,761
7	62,409	65,543
8	63,190	66,327
9	63,976	67,108
10	64,761	67,893
11	65,541	68,680
12	68,680	71,806

1994-95 SALARIES - Employee salary increases will be equal to the New Jersey State Department of Education's CAP for the school district for the 1994-95 school year.

1995-96 SALARIES - Employee salary increases will be equal to the New Jersey State Department of Education's CAP for the school district for the 1995-96 school year.

ARTICLE 9

INSURANCE PROTECTION

A. Health Coverage

1. Employees working twenty (20) hours or more per week on a regular basis shall be provided with group health insurance coverage for employee at Board expense. Each employee selecting more than single employee basic health coverage, shall make an annual contribution (through payroll deduction) as follows:

1993-94	-	\$100.00
1994-95	-	\$150.00
1995-96	-	\$200.00

2. The group health insurance shall consist of a comprehensive major medical benefits plan, commonly known as Blue Cross, Blue Shield, Rider J, and Major Medical, or an equivalent type plan. Employees shall also be entitled to any and all group health benefits as offered to any other Association or unit within the school district.

3. Registration for the above health insurance benefits plan is the responsibility of the employee. Application for enrollment in the plans shall be made in the offices of the Board Secretary.

4. The Board reserves the right to change insurance carriers at any time, and the Board shall maintain substantially similar benefits. In no case will the Board offer less coverage than presently exists.

5. Group benefits shall be provided only in accordance with the terms of each individual plan and its rules, regulations and procedures.

B. Complete Annual Coverage

For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for full twelve (12) month period commencing September 1 and ending August 31.

C. Description to Employees

The Board shall provide to each employee a description of the health-care insurance coverage provided under this Article not later than October 1 each year which shall include a clear description of conditions and limits of coverage as listed above.

- E. Income Disability Plan  
The Board shall contribute a maximum of \$400.00 per year per employee for Washington National's Income Disability Plan.
- F. Dental Plan  
Effective July 1, 1993, the Board shall contribute a maximum annual contribution of \$385.00 for a family dental plan.
- G. Eye Glasses  
Effective July 1, 1993, all members shall be entitled to reimbursement of \$100.00 per year per family for eye glass/vision expenses.

## ARTICLE 10

### TUITION REIMBURSEMENT

Effective July 1, 1993, there shall be a tuition reimbursement plan under the following provisions:

- A. Courses for which reimbursement is sought shall receive the prior, written approval of the Superintendent under administrative procedures devised by him/her and disseminated to the unit.
- B. In order for courses to be approved:
  - 1. They must be related to the current administrative work of the employee. Determinations of the Superintendent in this regard are not grievable.
  - 2. Courses must be on the graduate level.
  - 3. Courses must be for credit.
  - 4. Courses must be successfully completed.
- C. The plan will cover a maximum of six (6) credits annually (July 1 - June 30) and reimburse up to \$1,000.00 of tuition expense to any participating employee. Tuition pool shall consist of a maximum of \$3,500.00.

## ARTICLE 11

### POSTING OF VACANCIES

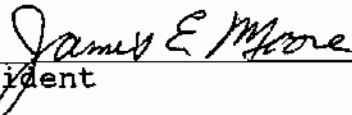
- A. The Superintendent shall make available to the Organization and post a list of the known administrative/supervisory vacancies as they occur during the school year.
- B. A member who desires a change in assignment may file a written statement of such desire with her/his immediate superior and the Superintendent at any time. Such statement shall include the assignments to which the member desires to be transferred in order of preference.
- C. Promotional positions are positions paying a salary differential and/or positions on the administrative/supervisory levels of responsibility. All vacancies in promotional positions shall be posted in accordance with the following procedure:
  - 1. A notice shall be posted as far in advance as is practicable and no less than five (5) working days before the final date for submitting applications. A copy of said notice shall be made available to the Organization's President at the time of the posting. Members who desire to apply for such vacancies shall submit their applications in writing to the Superintendent's office within the time limit specified in the notice. Verbal or written notification shall be given to all applicants.
  - 2. Qualifications for the position, its duties and rate of compensation shall be clearly set forth. Any change of qualifications set forth for a particular position shall be similarly posted and made available to the Organization.

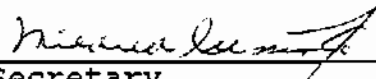
ARTICLE 12

DURATION

- A. This Agreement shall be effective as of July 1, 1993, and shall continue in effect until June 30, 1996. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless an extension is agreed to by both parties and expressed in writing prior to such a date.
- B. IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

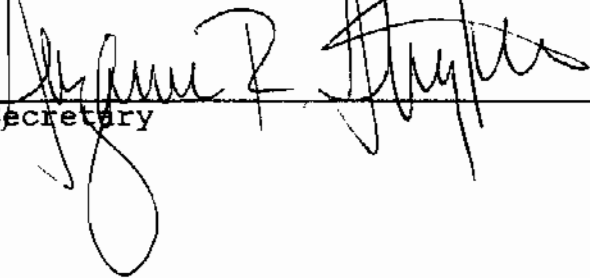
PINELANDS REGIONAL  
BOARD OF EDUCATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

PINELANDS REGIONAL INSTRUCTIONAL  
MANAGEMENT ORGANIZATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary