

**AN AGREEMENT**

**Between**

**THE BUTLER BOARD OF EDUCATION**

**And**

**THE BUTLER ADMINISTRATORS ASSOCIATION**

**July 1, 2005**

**To**

**June 30, 2008**

**TABLE OF CONTENTS**

<b><u>ARTICLE</u></b>		<b><u>PAGE</u></b>
I	Recognition.....	2
II	Negotiations Procedure.....	2
III	Grievance Procedure.....	3
IV	Association and Employee Rights.....	4
V	Leaves of Absence.....	4
VI	Work Year.....	7
VII	Tuition Reimbursement.....	8
VIII	Mileage Reimbursement.....	8
IX	Salaries and Benefits.....	9
X	Legality of Agreement.....	11
XI	Membership Dues.....	11
XII	Fully Bargained Provision.....	11
XIII	Duration of Contract.....	12

**ARTICLE I**  
**RECOGNITION**

**UNIT**

In accordance with N.J.S.A. 34:13a-1, the Board recognizes the Butler Administrators Association, hereinafter known as “the Association,” as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified Principals, Assistant Principals, Director of Student Support Services and Supervisor of District Curriculum K-12, hereinafter referred to as Administrators, under contract or on leave, employed by the Butler Board of Education, hereinafter known as “the Board.”

**ARTICLE II**  
**NEGOTIATION PROCEDURE**

- A. 1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et. seq., in a good-faith effort to reach agreement on all matters concerning the terms and conditions of unit members’ employment and matters concerning the terms and conditions of an administrators’ employment and matters of mutual concern. Such negotiations shall begin not later than February 15 of the school year in which this Agreement expires. Any Agreement so negotiated, shall apply to all administrators included in the Recognition Article, be reduced to writing, and be submitted to the Board and the Association for ratification. Any tentative agreement reached by the parties shall apply to all unit members, be reduced to writing, and be submitted to the Board and the Association for ratification.
- 2. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.
- B. Neither party in all negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations, pending ratification by the Board and the Association.
- C. Meetings may be canceled by mutual consent of the parties.
- D. The Board agrees not to negotiate concerning certified employees in the negotiating unit as defined in Article I of the Agreement, with any organization other than the Association for the duration of this Agreement.
- E. The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### **ARTICLE III**

#### **GRIEVANCE PROCEDURE**

A grievance is a claim based on an interpretation, application, or alleged violation of the negotiated agreement, board policy, or administrative decisions affecting terms and conditions of employment.

A. In the event that a member of the Association feels that he has a grievance, he must present his case to a majority of the officers of the Association within thirty (30) school days after the event or after the time the employee should have known of the grievance. They will accept or reject his complaint. If accepted, the Association shall make a written presentation to the Superintendent of schools within fifteen (15) school days of receipt of the grievance. If, after fifteen (15) days, no answer is received, or the Association disagrees with the Superintendent's decision, it may present the case in writing to the members of the Board. Steps to resolve the question shall be taken at the next nonpublic meeting of the board, unless one is not scheduled for three (3) weeks. In that event, the Board shall contact the Association to arrange a special meeting.

The grievance form shall include:

- The date of the action giving rise to the grievance
- The date the grievance was filed
- The nature of the grievances
- The specific provision(s) of the contract or board policy(ies) allegedly violated
- The remedy being sought

B. If the aggrieved person is not satisfied with the disposition of the grievance or no decision has been rendered within fourteen (14) days of the board review, the aggrieved person may request arbitration, and shall so notify the superintendent, in writing, within five (5) days of receipt of the Board's decision, but in no case longer than sixty (60) days after submitting the grievance to the Board for review.

C. The parties shall be bound by the rules and procedures of the American Arbitration Association. The arbitrator shall have no authority or power to add to, delete, disregard, or modify any provisions of this Agreement.

D. Any grievance supported by the Association and not resolved to the satisfaction of the employee after review by the Board of Education, shall at the request of the Association be submitted to advisory arbitration agreeable to all parties.

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

## ARTICLE IV

### ASSOCIATION AND EMPLOYEE RIGHTS

**A. Rights and Protection in Representation**

Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby agrees that every administrator employed by the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection.

**B. Matters Not Covered**

The parties agree that by mutual consent they will consult and negotiate and mutually agree on matters not covered by the Agreement which are proper subjects for collective bargaining.

**C. Separability**

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

## ARTICLE V

### LEAVES OF ABSENCE

**A. Sick Leave**

1. Unit members shall have twelve (12) days sick leave per year, cumulative without limit, as specified in Title 18A.
2. Unit members shall be given a written accounting of accumulated sick leave no later than September 30<sup>th</sup> of each school year.
3. A physician's certificate may be required for any unit member for an illness at any time by the Superintendent.

**B. Child Care**

1. A leave of absence without pay for the birth or adoption of a child will be granted any tenured unit member and may be granted any non-tenured unit member in good standing.

2. Disability

Leave for temporary disability related to pregnancy shall be granted under the same terms and conditions as those applicable to such unit employees for sick leave. The Board may request acceptable medical evidence that the employee is unable to perform her work because of disability due to pregnancy.

Leave for child care may be granted pursuant to the terms of the State Family Leave Act and the Federal Family Medical Leave Act.

C. Military

Any unit member who is drafted into the defense forces of the United States shall receive leave without pay. State and Federal laws shall be applied concerning reinstatement and accrued benefits of a unit member in his position.

D. Death

1. An employee may be absent from school without loss of pay for the days school is in session during a seven (7) calendar day period immediately following the death of a member of the immediate family (parent, child, grandparent, grandchild, sister, brother, husband, wife or any other member of the household living with the employee as a permanent member of the home.)
2. Absence without loss of pay for one (1) day is allowed for death of a relative outside of the immediate family or of a close friend.
3. An employee may be absent from school without loss of pay for the days school is in session during a three (3) calendar day period immediately following the death of any of the following: present mother-in-law, father-in-law, brother-in-law, sister-in-law.

E. Personal

1. Unit members will be allowed three (3) days per year without loss in pay for personal business which cannot be handled outside of school hours, such a court subpoena, title closing, marriage of a family member, and emergencies if approved by the Superintendent, and shall not be required to state the reason for taking these days other than that he is taking them under this section. Unused personal days shall be added to accumulated sick leave days.
2. Unit members will be required to state the reason for taking these days if:
  - a. The personal day is requested the day before or the day after a holiday or vacation.
  - b. The personal day is requested prior to September 15 or after June 15.

3. Three (3) days prior written request or notice is required in above paragraphs 1 and 2.

**F. Sabbatical**

1. One year's sabbatical leave of absence to be spent in study or travel, or both, or any other reason approved by the Board, may be granted upon recommendation of the Superintendent at the Board's discretion.
  - a. Requests will be considered from unit members who have completed seven (7) years service in the Butler Public Schools.
  - b. Requests shall be made to the Superintendent on the proper form and shall delineate the plan of study or travel.
  - c. Seven (7) years must elapse between sabbatical leaves of a particular unit member.
2. An approved sabbatical leave of absence shall carry a grant of one-half (1/2) salary.
3. Sabbatical leaves of absence are subject to the following provisions:
  - a. Personnel who accept a sabbatical leave of absence agree to return to the Butler Public Schools and to remain on the staff of the Butler Public Schools for three (3) years. Requests to be released from this obligation must include an offer to reimburse the Butler Board of Education according to this formula.
    - (1) A person who requests a release from the entire three (3) years shall agree to repay the entire amount received from the Board during the sabbatical leave.
    - (2) A person who completes one (1) year of service after the sabbatical before requesting a release shall agree to repay two-thirds (2/3) of the total received during the sabbatical leave.
    - (3) A person who services two (2) years after returning from a sabbatical leave before requesting a release shall agree to repay one-third (1/3) of the amount received during the sabbatical leave.
  - b. Requests for sabbatical leave must be made before March 1<sup>st</sup> of the year in which the leave is to take place.
  - c. Sabbatical leaves of absence shall begin September 1<sup>st</sup> and terminate June 30<sup>th</sup>,

- d. During the period of the sabbatical leave of absence, personnel may not engage in any remunerative employment without written permission from the Superintendent.
- e. During the sabbatical leave of absence, personnel will report to the Superintendent fully, in writing October 31, January 31, March 31, June 30, and at other times on request, concerning their progress in those activities for which leave was granted, and will report specifically any information gained during the leave which might be of value to the Butler Public Schools. The final report will include a summary of all experiences and conclusions drawn which have any bearing on the future performance of their duties and which suggest possible improvements for the Butler Public Schools.

**G. Good Cause**

Other leaves of absence without pay may be granted by the Board for good reason.

**ARTICLE VI**

**WORK YEAR**

- A. All administrators shall be employed on a twelve (12) month basis except for regularly scheduled vacation days (twenty-two (22) vacation days) and those days in which school is not in session. Vacation days are to be taken in the school year following the school year in which the vacation days were earned. The Board may waive this requirement for extenuating circumstances, in which case the vacation days must be used within one year. Vacation schedules should be submitted to the Superintendent prior to the end of the current school year. An administrator may accumulate earned vacation days for use in the next year with a limit of five (5) days upon approval of the Superintendent.

**B. Vacation (Work Year)**

Administrators employed on or after July 2, 1999 shall be employed on a twelve month basis and shall receive the following vacation days:

First year of service	10 work days
Second and Third years of service	15 work days
Completion of tenure year	20 work days

The last week in August will not be available for vacation. Vacation days are to be taken in the school year following the school year in which the vacation days are earned. These days must be used prior to the last week in August or between the end of school and June 30<sup>th</sup>. Vacation schedules should be submitted to the Superintendent prior to the end of

the current school year. Any adjustment in vacation schedules must be approved by the Superintendent.

**C. Holidays**

Administrators hired after July 1, 1999, shall follow the normal school year calendar as approved by the Board for the members of the Butler Education Association. The Superintendent may require BAA members to work up to a combined total of five (5) days during the normal school year vacation periods, but with a maximum of two (2) days during any one vacation period. Administrators shall be on duty during any unused snow days.

**ARTICLE VII**

**TUITION REIMBURSEMENT**

Any administrator possessing a valid administrative certificate who continues his/her professional growth through enrollment in graduate courses related to his/her professional responsibilities, and with the Superintendent's approval, shall be reimbursed for their tuition at the end of the school year (June 30) with submission of proof that the courses have been successfully completed, with a grade acceptable to the college for its graduate program, provided they are still employed by the Board. Prior approval forms are to be submitted to the Superintendent's office by June 15<sup>th</sup> for a summer semester course; September 1<sup>st</sup> for a fall semester course; and by January 5<sup>th</sup> for a spring semester course. No reimbursement will be made for any course in which the employee receives a grade below "B."

A maximum pool of \$4,500 shall be made available in the second year; and \$4,500 in the third year. The amount of reimbursement made to individual administrators will be based on the number of approved graduate courses submitted and divided proportionately among the applicants.

If any administrator leaves the district within three years after the completion of a course which is eligible for reimbursement, the administrator must reimburse the Board 100 percent of the amount given in reimbursement.

**ARTICLE VIII**

**MILEAGE REIMBURSEMENT**

Administrators who may be required to use their own automobiles in the performance of their duties and administrators who are assigned to more than one school per day, shall be reimbursed for all such travel at the rate per mile established by the Internal Revenue Service for all driving done after arrival at the first location at the beginning of their work day. Any transportation of students shall be in accordance with the requirements and procedures set forth in Board Policy.

The Board will reimburse each administrator for mileage or meals (\$15.00 per dinner) associated with attendance at a maximum of fifteen night meetings or events annually. Reimbursement for weekend events will be upon the approval of the superintendent.

## ARTICLE IX

### SALARIES AND BENEFITS

#### INSURANCE PROTECTION

##### A. HEALTH

The Board shall pay full premium for healthcare insurance coverage for each eligible employee covered by this agreement and his/her eligible dependents.

Effective July 1, 2000, the coverage provided for health care insurance for all employees in the Association, shall be in either the Blue Card PPO or Horizon HMO program at the employees' option. Employees may purchase coverage in a traditional indemnity program by contributing the difference between the cost of the Blue Card PPO and the cost of the traditional indemnity program (per Section 125 Premium Conversion Plan). Effective July 1, 2003, the office co-pay will be \$10.00.

The insurance carrier shall be selected solely by the Board for the duration of this contract.

##### B. DENTAL CARE

The Board shall continue the Dental Care Health Insurance program provided for in the 1996-1999 contract year.

The Dental Care Health Insurance Carrier shall be selected by the Board.

##### C. PRESCRIPTION INSURANCE

The Board shall provided Prescription Drug Benefits for each eligible employee member and his/her eligible dependents. Effective on the first of the month after ratification of the agreement by both sides, prescription co-pays shall be \$20.00 name brand, \$10.00 generic, \$5.00 mail-order. The prescription drug service/carrier shall be selected solely by the Board.

##### D. DISCONTINUANCE

An employee who has other benefit coverage(s) may elect to discontinue their related benefit coverage(s) provided by the Butler Board of Education and receive payment reimbursement(s) as listed:

Medical	\$3,150.00
Prescription	1,050.00

Dental 250.00

The reimbursements shall be payable in two payments, one in December and one in June (covered by Section 125 Premium Waiver Plan). The medical option is only available to the first 10 percent of the district employees who elect this option. If discontinuance of benefits is for less than one year, the reimbursement will be prorated. Re-enrollment in any coverage may occur during the annual open enrollment period or at any time there is a qualifying life status change.

**E. Longevity Payments**

The following longevity payment policy shall apply to administrators for service in the Butler Public Schools:

15 years	\$ 527
20 years	\$1,129
25 years	\$1,805
30 years	\$2,559
35 years	\$3,387
40 years	\$4,291

**F. Salaries/Salary Guide**

The salary guides, as attached, have been agreed to by both parties.

**G. Physical Examination**

The Board will pay for Administrators' physical exams only when required by the Board of Education.

**H. Professional Activities**

1. Association members may be allowed to attend State and National Conventions, subject to prior approval by the Superintendent and Board of Education. Association members will be reimbursed up to a maximum of \$1,850.00 per year to attend conventions. This includes all costs: travel, food, lodging, registration, etc. Itemized receipts shall be submitted. A conference report shall be submitted to the Board.
2. Cost of all workshops attended by administrators will be assumed by the Board of Education. Non-attendance will require reimbursement to the Board of Education for costs not refundable. Failure to submit the required conference report shall result in forfeiture of the right to conference expenses as set forth herein. In the event the conference expenses were paid in advance, the Board shall have the right to recover the advance payment through payroll deduction.

**I. Unused Sick and Personal Days**

Payment for “unused sick and personal days” will be honored only for the present administrators who have fifteen (15) years or more of service in the District. Reimbursement for unused sick days will be at the following rate:

1. One (1) day’s pay for each five (5) unused sick days up to 100 days.
2. One (1) day’s pay for each four (40 unused sick days between 101 and 300 days.
3. One (1) day’s pay for each three (3) unused sick days from 301 to infinity.

A day’s pay shall be one two-hundred-fortieth 1/240 of the contractual salary of a unit member employed on a twelve (12) month contract, for the year prior to retirement.

The unit member shall provide the Board of Education with a written notice of intention to retire at least twelve (12) months prior to the intended date of retirement.

For employees hired after July 1, 2006, there shall be a cap of \$25,000. on the total payment for unused sick leave.

**ARTICLE X**

**LEGALITY OF AGREEMENT**

In the event that any portion of this Contract shall be deemed to be in violation of the law, the remainder of the Contract shall remain in full force and effect.

**ARTICLE XI**

**MEMBERSHIP DUES**

The Board will pay dues for membership in a maximum of three professional associations at the county, state and/or national level. The annual cost per administrator shall not exceed the total cost of the Morris County, NJPSA and NJSSP amounts.

**ARTICLE XII**

**FULLY BARGAINED PROVISION**

This agreement is all-inclusive and any side-bar agreements existing prior to the effective date of this Agreement are no longer valid unless incorporated herein. The parties further agree that all references to or reliance upon other collective bargaining agreements are no longer valid unless incorporated herein.

**ARTICLE XIII**

**DURATION OF CONTRACT**

The duration of this Agreement shall be from July 1, 2005 through June 30, 2008.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective representatives and/or officers.

**Butler Administrators Association**

**Butler Board of Education**

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\_\_\_\_\_

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_