

AGREEMENT
BETWEEN THE
NEPTUNE TOWNSHIP BOARD OF EDUCATION
AND THE
NEPTUNE TOWNSHIP DEPARTMENT CHAIRPERSONS ASSOCIATION
FOR THE PERIOD
JULY 1, 2006 TO JUNE 30, 2009

ARTICLE I – RECOGNITION CLAUSE

The Neptune Township Board of Education hereby recognizes the Neptune Township Department Chairpersons Association as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time Department Chairpersons. All other employees are excluded.

ARTICLE II – NEGOTIATION PROCEDURE

- A. In accordance with Public Law, Chapter 123, the Board and the Association shall exchange proposals. The Association and the Board shall submit proposals in accordance with the rules and regulations of PERC. These proposals shall be submitted in writing to the Superintendent of Schools. Following the submission of written proposals by the majority representative, designated representatives of the Board and the Association shall meet thereafter at reasonable times and negotiate, in good faith, with respect to salaries and terms and conditions of employment.
- B. During negotiations, the Board and the Association shall possess relevant data, exchange points of view and make proposals and counter proposals. In this connection, the Board shall furnish the Association with all information in the public domain as soon as possible after the receipt of a request for data.
- C. Neither party, in any negotiations, shall have control over the selection of the negotiating representatives of the other party.
- D. In accordance with State Law, the Board agrees not to negotiate concerning members in this bargaining unit with any organization, other than the Association, for the duration of this agreement.
- E. This agreement incorporates prior understanding of the parties, on all matters that were or could have been the subject of negotiations. 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 or contemplation of either or both of the parties at the time they negotiated or executed this agreement.
- F. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be delineated in mutually acceptable language, signed by the Board and the Association, adopted by the Board and ratified by the Association.

ARTICLE III – 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 or Board Policy affecting a member or group of members.

B. PROCEDURE

1. **Filing a Grievance:** A written grievance may be filed by an individual member or group of members, or by the Association. Any grievance must be lodged at the proper initiating level, within thirty (30) calendar days of the event.
2. **Failure to Communicate a Decision:** Failure at any step to communicate a decision on a grievance within the specified time limitation shall constitute acceptance of the grievance as sustained. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.
3. **Informal Attempt to Resolve:** Members who have a grievance shall discuss it first with their immediate superior in an attempt to resolve the matter informally. However, if the grievant is the Association, the initial discussion shall be at the level of the Superintendent of Schools.
4. **Level One – Immediate Superior:** If, as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) work days, the grievance shall be set forth in writing to the immediate superior, specifying:
 - a. the nature of the grievance and article violated
 - b. the nature and extent of the injury, loss or inconvenience
 - c. the result of the previous discussion
 - d. the dissatisfaction with decisions previously rendered. The immediate superior shall communicate all decisions to the grievant in writing within five (5) work days of the receipt of the written grievance.
5. **Level Two – Superintendent of Schools:** The grievant, no later than five (5) work days after the receipt of the immediate superior’s decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing, reciting the matter submitted to the immediate superior as specified above and the dissatisfaction with decisions previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fifteen (15) work days. The Superintendent of Schools shall communicate the decision in writing to the grievant and the immediate superior.

6. Level Three – Board of Education: If the Association finds for continuation, a request for a finding on the part of the Board of Education will be forwarded to said Board within a period of five (5) work days with all related documentation. The Board of Education, or a committee thereof, shall hold a hearing within fifteen (15) work days and render its decision in writing to the Association no later than fifteen (15) work days thereafter.
7. Right to Representation: Individuals shall represent themselves at the Superintendent of Schools’ level. The Association has the right to be represented by legal counsel or representatives of the Association at any hearing of a grievance at the Board of Education level. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting the appeal with respect to personal grievances.
8. Separate Grievance File: All documents, communications and records dealing with the processing of the grievance shall be filed in a separate file and shall not be kept in the personnel file of any of the participants.
9. 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 representatives contemplated in this article.

ARTICLE IV – BENEFITS

A. EARNED DOCTORAL DEGREE

Employees who hold or attain an earned Doctoral degree in the field of education from an accredited university (Ed.D. or Ph.D.) shall receive \$2,500 in additional salary added to the base salary.

B. GUIDE PLACEMENT

Placement of a newly hired department chairperson on the guide is at the discretion of the Board of Education based upon the recommendation of the Superintendent of Schools.

C. INSURANCE

1. Members and their dependents (to age 23) covered by this Agreement shall receive Hospitalization, Prescription and Dental Insurance paid for by the Board.
 - a. Members may enroll in either of the following medical plans at their option:

- 1) Traditional Horizon Blue Cross/Blue Shield
 - > with a \$300/\$500 deductible
 - > with 20% of the first \$2,000 co-insurance
- 2) Horizon Blue Cross/Blue Shield Direct Access*
 - > with a \$20 office co-pay for in-network benefits
 - > with a \$300/\$500 deductible for out-of-network benefits
 - > with 20% of the first \$2,000 co-insurance for out-of-network benefits
 - > with a co-payment of \$20/\$30, optical coverage to include an eye exam every 12-months; spectacle or contact lenses every 24-months, frame every 24-months

b. A prescription plan shall be offered as follows:

- 1) \$10 generic and \$20 brand name retail co-pay for each prescription (maximum 30-day supply) and a \$10 generic and \$20 brand name mail order co-pay applicable one time to each mail order prescription (maximum 90-day supply).*

*Direct Access and new prescription plan will be implemented prior to the July 1, 2006 contract inception date, as soon as can be procedurally arranged with the Board's insurance broker.

c. The District's Dental Plan shall be continued without change.

d. 1) Members may elect to forgo all health benefits and receive a cash payment of \$2,500 for completely opting out of single coverage and \$5,000 for completely opting out of family coverage. An employee who opts out of family coverage but retains single coverage may receive a payment of \$2,500.

2) Payment shall be made pursuant to an IRS 125 Plan, which shall be established by the Board.

3) Members must have health benefits from a spouse or other source, and proof of this coverage must be presented to the Business Administrator.

4) Opt-out is required on a yearly basis. All members not filing for opt-out will automatically be enrolled in the current health benefits plan at the full benefit level in which they were previously enrolled and/or to which they are entitled.

5) Members who have waived all or some of their health benefit coverage for a specific year may restore the above stated coverage by applying during the school year. The reinstatement date will be July 1st immediate following the application. It will not be necessary for any members or their families to

complete a statement of health or have any proof of insurability to restore coverage.

6) Members who have waived all or a portion of their medical benefit coverage will be allowed to restore such coverage on an immediate basis without completing a statement of health or having any proof of insurability for the members or their families in the event of a hardship or life altering event, which includes but is not limited to the following examples: termination of employment, legal separation, group contract/policy termination, disability of spouse that eliminates benefits, divorce, death of a spouse, or military discharge.

7) If members opt to return under 6) above to the health benefit coverage during the school year, the opt-out payment shall be pro-rated accordingly.

8) Any tax liability for opt-out money shall be the members' responsibility.

e. After fifteen years of service in the Neptune Township School District and upon retirement (TPAF), members may retain the benefits of all hospital, medical, dental and optical (if PPO participant) insurance for themselves and their dependents provided by the Board to all active members at the individual expense of the retired member.

D. ATTENDANCE AT CONVENTIONS

Department Chairpersons shall be afforded the opportunity to attend Conventions / Workshops (subject to the prior approval of the Superintendent of Schools). Attendance shall be limited to the Tri-State area only and members shall be provided a convention opportunity on an every other year basis.

E. VACATIONS

1. Members shall receive the following vacation allotments:

Through ten (10) years of employment in-district:	3 weeks
After ten (10) years of employment in-district:	4 weeks

2. All earned vacation must be utilized during the year after it is earned. A minimum of two (2) weeks and a maximum of three (3) weeks must be taken in July and August. No days may be carried over into the following school year.

3. Members may take vacation days during the school year with the approval of the Superintendent of Schools. No vacation days will be approved by the Superintendent of Schools during the five (5) work days before and after school opens or the five (5) work days before and after school closes in each school year.

F. WORK YEAR/DAY

1. Members agree to a twelve (12) month contract
2. The work day will be from 7:00 AM to 3:00 PM
3. The Management Calendar shall not include the student's winter break. Members may participate in Professional Growth Plan activities during this period and have such activities recognized as Professional Development credits.

G. CAR ALLOWANCE

Members covered by this Agreement shall be reimbursed at the IRS rate.

H. TEMPORARY LEAVE WITH PAY

1. During each school year, all members covered under this Agreement shall be entitled, with pay, to 15-Personal Illness Days (accumulative).
2. Additionally, all members covered under this Agreement shall be entitled, with pay, to 4-Personal Business Days (accrued to Personal Illness bank); 3-Family Illness Days (non-accumulative); 5-Death in Family Days (immediate family or approved, per occurrence).
3. Should members exhaust all their allotted and accumulated leave, they shall be docked their per diem rate for each absence commencing with the first day of absence without available paid leave time.

I. UNUSED SICK LEAVE ON RETIREMENT

1. Members covered by this contract after 15 years of service in the district will be paid, in lieu of accumulated sick leave upon retirement (TPAF), according to the following:
 - a. 25% of the member's accumulated sick leave days

TIMES
 - b. the member's per diem salary. The per diem rate shall be determined by dividing the member's current annual salary by 240.
2. The maximum pay-out under this provision shall be:

\$21,000	for 2006-2007
\$22,000	for 2007-2008
\$23,000	for 2008-2009

3. Payment for unused sick leave shall be made in two (2) equal payments:
 - a. The first payment shall be made on the first regular pay day following thirty (30) days after actual retirement.
 - b. The second payment shall be made on the first regular pay day following one (1) calendar year after actual retirement.
4. Should members die after having their letter of retirement accepted by the Board of Education, payment for unused sick leave pursuant to the calculation and payment schedule above shall be made to the member's estate.
5. Payment for unused sick leave shall be made to a 403B account pursuant to law over two (2) fiscal years.

J. PAYMENT OF PROFESSIONAL DUES

Upon submission of the proper form and approval of the Superintendent of Schools, the cost for the assessment of professional dues for a state association shall be assumed, annually, by the Board of Education for all members covered by this Agreement. Such organization shall be of the type that does not provide personal privileges for membership but is primarily a professional improvement organization that directly benefits the school district.

K. REQUEST FOR INFORMATION

The Board agrees to furnish, through the representative upon reasonable request, all available information available as public record.

ARTICLE V – SALARY AND OTHER BENEFITS

A. SALARY

1.
 - a. Salary Guides for the school years:
2006-2007, 2007-2008, 2008-2009 are attached and made a part thereof.
 - b. Ten to twelve month salary adjustment is made by totaling salary cost of 05-06, increasing total by 10% and dividing equally among eight (8) unit members.
2. Members shall be paid in equal installments on the fifteenth (15th) and the last day of each month.*

3. Members shall be eligible to participate in direct deposit of their paychecks to a financial institution of their choice.*
4. Members' contributions to tax shelter plans and long-term disability products shall be available as mutually agreed upon.*
5. Extra compensation opportunities shall be made available to unit members subject to approval by the Superintendent of Schools.

*These plans shall be implemented prior to the July 1, 2006 contract inception date, as soon as can be procedurally arranged.

ARTICLE VI – EVALUATION

A. RIGHT TO FULL KNOWLEDGE

The Board of Education and the Superintendent of Schools subscribe to the principle that members have the right to full knowledge regarding the judgment of their superiors respecting the effectiveness of their performance and further, that they entitled to receive such recommendations that will assist them in increasing the effectiveness of their performance.

B. EVALUATION INSTRUMENT

The evaluation instrument and evaluation procedure presently in use shall be continued. A committee of members shall be formed to review the evaluation procedures in regard to new demands being placed upon members and make recommendations to the Superintendent of Schools.

ARTICLE VII – MISCELLANEOUS PROVISIONS

A. JOB DESCRIPTION

Members shall have a mutually agreed upon job description. Any revisions of job descriptions shall be mutually agreed upon.

For The Board:

Frances J. Taylor
Board President

Peter J. Leonard
Board Secretary/Business Administrator

Date

For the Department
Chairpersons Association:

Carolyn Persson
Co-Chairperson

Titania Hawkins
Co-Chairperson

Date

DEPARTMENT CHAIRPERSONS SALARY SCHEDULE

<u>Step</u>	<u>2006/2007</u>	<u>2007/2008</u>	<u>2008/2009</u>
1	68825	70903	73039
2	69475	71578	73739
3	70125	72254	74441
4	70810	72930	75144
5	71510	73643	75847
6	72210	74371	76588
7	72910	75099	77346