

**PEMBERTON TOWNSHIP SCHOOLS**

**Pemberton Township  
Professional Administrators Association**

**and**

**Pemberton Township  
Board of Education**

**Agreement**

**2017-2020**

**Tony Trongone  
Superintendent of Schools**

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## **MEMORANDUM OF AGREEMENT**

The Negotiating Teams from the Pemberton Township Board of Education ("Board") and the Pemberton Township Professional Administrator's Association ("PTPAA"), having met and duly negotiated in good faith, have reached tentative agreement on the items outlined in this Memorandum of Agreement for inclusion in successor agreements to the collective bargaining agreement that expires on June 30, 2017.

### **ARTICLE I RECOGNITION**

Pursuant to the provisions of Chapter 303, P.L. 1968, the Board hereby recognizes the Association as the exclusive and sole bargaining representative for negotiations concerning the terms and conditions of employment for all High School Principals, Middle School Principals, Elementary School Principals, Assistant Principals, Curriculum Supervisors, and Special Education Supervisors (excluding all Central Office Personnel) in the employ of the Board.

### **ARTICLE II RIGHTS AND OBLIGATIONS**

The Board of Education, the Pemberton Township Professional Administrators' Association and the employees for whom it is the sole collective bargaining representative each agree to observe and abide by the provisions of Chapter 303, Public Law 1968 as amended by Chapter 123, Public Law 1974 and all other applicable statutes relating to their employment and professional rights, duties and obligations.

### **ARTICLE III CONTRACT COVERAGE**

This agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiation. 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.

### **ARTICLE IV BOARD'S FUNCTION**

Each employee covered by this agreement is a supervisory employee who has been assigned by the Board to supervise a school or area within the parameters of the Certifications such employee has secured from the State of New Jersey where such employee's service can be utilized most efficiently in the educational system. The Board of Education reserves all the usual and customary functions of management with respect to all employees covered here under, except as same shall have been modified by the specific terms and provisions of this agreement.

**ARTICLE V  
VACANCIES**

A notice of vacancy for positions within the bargaining unit will be posted for a minimum of ten (10) business days so that administrators who desire to apply may submit a letter of interest and application.

**ARTICLE VI  
LIAISON COMMITTEE**

A Liaison Committee shall be established to provide a forum for effective and continuing communication on subjects related to current district practices and membership concerns. Membership shall consist of three members (3) of the Association and the Superintendent or designee. The committee will establish meeting dates at their first meeting in September at mutually agreed upon dates and times. A tentative agenda shall be provided to the Superintendent at least three (3) days prior to the scheduled meeting.

**ARTICLE VII  
SUPERVISORY RESPONSIBILITY**

The employees covered by this agreement are supervisory employees who have the responsibility for the direction and control of the educational system within the areas delegated to them by the Superintendent of Schools within the guidelines established by the Superintendent and the policies laid down by the Board of Education. As a supervisor each such employee is expected and required to devote whatever time and effort may be necessary, to provide the opportunity for the students within his/her jurisdiction to obtain a good quality education

**ARTICLE VIII  
MAINTENANCE OF BENEFITS**

All terms and conditions of employment herein enumerated shall continue in effect during the term of this agreement.

**ARTICLE IX  
GRIEVANCE AND ARBITRATIONS**

**A. DEFINITIONS AND PURPOSE**

1. The term "grievance" means a claim by any employee covered by this Agreement that, to him/her, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

2. The purpose of this procedure is to secure, at the lowest possible level, solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of said employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

## **B REPRESENTATION**

1. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his appeal. A minority organization shall not have the right to present or process a grievance.

2. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

3. Any employee shall be entitled to the assistance of an Association representative at all steps of the grievance procedure. An employee shall not lose pay for time spent during regular working hours participating in the steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any steps of the grievance procedure, such employees shall not lose pay for such time.

4. 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 and witnesses heretofore referred to in this Article.

## **C. PROCEDURE AND TIMELINES**

### **1. Level 1**

a. An aggrieved employee shall institute action under the provisions hereof within thirty (30) work days of the occurrence complained of, or within thirty (30) work days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) work day period shall be deemed to constitute an abandonment of the grievance.

b. An employee shall first discuss his grievance orally with his immediate supervisor. An oral decision shall be rendered within five (5) work days of said hearing.

### **2. Level 2**

a. If the oral decision does not resolve the grievance to the employee's satisfaction, the employee may submit the grievance in writing to the immediate supervisor. The written grievance will include the

following information:

- Summary of the grievance
- Policy, agreement, or administrative decision allegedly misinterpreted or violated
- The result of the informal discussion (if any)

b. The immediate supervisor will render a written decision within five work days from the receipt of the written grievance.

### 3. Level 3

a. If the written response does not resolve the grievance to the employee's satisfaction, the employee may submit the written grievance to the Human Resources Manager within five (5) work days from receipt of the written response.

b. A copy of the written grievance shall be furnished to the immediate supervisor of the aggrieved employee.

c. Within ten (10) work days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Director of Human Resources shall hold a meeting at which all parties in interest shall have the right to be heard.

d. Within ten (10) work days of said meeting (unless a different period is mutually agreed upon), the Director of Human Resources shall, in writing, advise the employee and the Association of his determination and shall forward a copy of said determination to them and to the immediate supervisor of the aggrieved employee.

### 4. Level 4

a. If the written response from the Human Resources Manager does not resolve the grievance to the employee's satisfaction, the employee may submit the written grievance to the Superintendent within five (5) work days from receipt of the written response.

b. A copy of the written grievance shall be furnished to the immediate supervisor of the aggrieved employee.

c. Within ten (10) work days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a meeting at which all parties in interest shall have the right to be heard.

d. Within ten (10) work days of said meeting (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and the Association of his determination and shall forward a copy of said determination to the immediate supervisor of the aggrieved employee.

5. Level 5

a. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs C and D, or in the event a determination by him in accordance with the provisions thereof; is deemed unsatisfactory by the aggrieved employee, within ten (10) work days of the failure of the Superintendent to act, or within ten (10) work days of the determination by him, said employee may appeal to the Board of Education. The appeal must be in writing and be submitted to the Superintendent.

b. The appeal must include the written grievance, all responses, and a statement in writing setting forth the grievant's dissatisfaction with the Superintendent's action. Copies of all documentation shall be furnished to all parties affected, including the Superintendent.

c. If the grievant, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted, or the Board may, on its own motion, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies of these materials shall be provided to the other party who shall have the right to reply thereto. Where the grievant requests in writing a hearing before the Board, a hearing shall be held no later than the second regularly-scheduled Board work session (unless a different period is mutually agreed upon) from the date the Superintendent receives the written appeal to the Board.

d. The Board shall make a determination within thirty (30) work days from the hearing or its consideration of the grievance and shall, in writing, notify the employee, the Association, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

6. Level 6

a. In the event an employee is dissatisfied with the determination of the Board, s/he shall have the right to appeal the grievance to the next level. Notice of intention to proceed to binding arbitration shall be made no later than fifteen (15) work days following the Board's determination which is being appealed. Failure to file within said time period shall constitute a bar to such arbitration unless the Association and Board shall mutually agree upon a longer time period within which to assert such a demand. Only the parties signatory to this Agreement shall have the right to proceed to arbitration, and said right shall not accrue to an individual. All arbitration shall be conducted pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968, or, at the option of the Association, through the American Arbitration Association.

b. The arbitrator's decision shall be in writing and shall set forth his findings of facts, reasoning, and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of any act prohibited by law or which is violation of the terms of this agreement. The arbitrator shall not have the power

to alter, amend, or revise any provision of this Agreement.

c. In the event that a grievance is taken to arbitration, the compensation and expenses of the impartial arbitrator and the American Arbitration Association shall be borne by the losing party. The cost of any transcript shall be borne solely by the party requesting it.

d. The following matters shall not be arbitral:

- i. The failure or refusal of the Board to renew a contract of a non-tenure employee; Matters where a method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education or the State Board of Education;
- ii. Matters where the Board is without authority to act;
- iii. Matters involving the statutory or discretionary powers of the Board.

#### **D. PROCEDURES — GENERAL**

1. In the event a grievance arises which affects a group of employees, the Association may initiate the grievance procedure at Level 3 (Section C, #3, of this Article). The Human Resources Manager shall be advised of the names of all employees involved.

2. Any step(s) of the grievance procedures may be bypassed with mutual agreement of the parties.

3. 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.

#### **E. NO REPRISAL**

1. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

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



**ARTICLE X  
LEAVES OF ABSENCE**

**A. SICK LEAVE**

1. Employees covered by this agreement shall be granted one (1) day of paid sick leave per month for each month of contracted service. Any unused sick leave shall be accumulative.
  
2. Upon retirement from the District as certified by the Division of Pension, the Board will pay the retiring administrator retirement pay \$120 per day for all unused sick days accumulated in Pemberton Township under this Article.
  
3. Payment as per #2 above shall be capped of \$15,000 for all new employees hired after July1, 2008.
  - a. For all present employees, their accumulated sick day retirement pay shall be capped following June 30, 2011.
  - b. Present employees hired prior to July 1, 2008 and have not reached the \$15,000 cap by June 30, 2008, shall be capped at \$15,000.
  
4. All unused sick leave benefits will be paid to the heirs or survivors of the employee if the employee dies prior to retirement. The employee must have served fifteen (15) years in the district to be eligible for this benefit.

**B. DEATH IN FAMILY**

1. In the event of a death in the immediate family, an allowance of up to five (5) days paid leave shall be granted. "Immediate family" shall be father, father-in-law, mother, mother-in-law, son-in-law, spouse, civil union partners, child, brother, sister, daughter-in-law, grandchild or any member of the immediate household.
2. In the event of the death of a grandparent, brother-in law, sister-in-law, aunt, uncle, niece, or nephew, the affected employee shall be entitled to a leave of absence with pay on the day of the funeral.

**C. ILLNESS IN FAMILY**

In the event of serious illness in the immediate family, certified to by a duly licensed physician, an allowance up to four (4) days leave shall be granted in each school year. Family illness days shall not be taken for routine medical appointments or check-ups.

**D. PERSONAL LEAVE**

Each employee shall be granted four (4) days personal leave with pay during each school year. This personal leave shall be non-cumulative. Personal leave is provided to enable the employee to take care of personal business, which cannot be accomplished outside of his/her workday. Personal leave is not to be

used for purposes of pleasure, recreation, housework, resting, extended vacation, family birthdays, or the like. Each personal leave request must be made directly to the Superintendent, or designee, two (2) days prior to the desired time off and is subject to the Superintendent's approval, which approval shall not be unreasonable withheld. Administration may ask for reason and verification for personal days before and after the following one-day holidays: Rosh Hashanah or Yom Kippur (whichever is the holiday), Columbus Day, Veteran's Day, Martin Luther King Jr. Day, President's Day, Memorial Day, July 4<sup>th</sup>. During the remainder of the school year, staff will not be asked for reasons or verification unless the individual has a pattern of abuse.

All personal days, which have not been taken during the school year, shall be added to the Administrator's accumulated sick leave in the following year.

#### **ARTICLE XI VACATION**

All twelve (12) month employees covered by this agreement shall be entitled to twenty-two (22) vacation days with pay, annually. First year, prorated based on appointment date. Any unused vacations days may be carried over into the next succeeding school year with prior approval of the Superintendent and/or designee. Any vacations days not used or otherwise approved for carry-over will be considered lost. Vacation days earned under previously negotiated collective bargaining agreements will be honored upon retirement/resignation.

Such vacation shall be taken between JULY 1 and AUGUST 15 of each year with the exception of five (5) vacation days, which may be used between OCTOBER 15TH and MAY 15TH with the Superintendent's, or designee's, approval.

The Board will make every effort to make paychecks available prior to the Vacation period.

#### **ARTICLE XII HOLIDAYS**

The employees covered by this agreement shall be entitled to all legal holidays, including the Christmas and Easter holidays when the schools are closed. During any such holiday, the employees are responsible for their administrative area or building. While it is anticipated that they will not report for duty, their attendance at school may be required under unusual or emergent circumstances.

**ARTICLE XIII  
COMPLAINT PROCEDURE**

Every complaint regarding an employee covered by this agreement shall be reduced to writing. One copy of such notice shall be promptly sent to the employee affected. Another copy shall be placed in the employee's personnel file. The employee affected shall have the right to rebut any such complaint by a written response which shall also be placed in said employee's personnel file. Should any such complaints result in a formal hearing, such employee shall have the right to be represented at such hearing by a representative of the Association as well as his/her personal attorney should he/she elect to employ one.

**ARTICLE XIV  
REIMBURSEMENT**

1. The Board shall reimburse employees for damage to clothing or other personal property (not otherwise covered by insurance) in excess of \$25.00 based on value, sustained by the employee as the result of an unprovoked assault while the employee is acting under the scope of his employment.

2. The Board shall pay the Administrator a travel allowance at the approved State Regulations rate for travel outside the district in the performance of his/her job responsibilities. The Administrator shall be paid the sum of \$350.00 per year, to be requested in June of each year, for travel within the school district.

3. The Board shall pay the supervisor a travel allowance at the approved State Regulations rate for travel inside and outside the district in the performance his/her job responsibilities.

**ARTICLE XV  
PROFESSIONAL ASSOCIATIONS**

During the term of this agreement the Board of Education will pay an employee's annual dues in one State of New Jersey professional association and also in one National Professional association upon written request of the employee to the Superintendent and with prior written request of the employee to the Superintendent.

Administrators in Elementary School will be permitted to select from among associations dealing with Elementary and Middle Schools. Administrators in the High School will be permitted to select from among associations dealing with Secondary Schools. The Board will not pay for any portion of membership in the New Jersey Association of School Administrators.

Administrators who do not elect to take a membership as listed will not receive any money in lieu of membership. The Board agrees to deduct from the salaries of the administrator's dues for any one or a combination of association as such employees individually and voluntarily authorized, in compliance with Chapter 233, P.L. 1969.

**ARTICLE XVI  
ATTENDANCE AT PROFESSIONAL FUNCTIONS**

The need is recognized for administrators to attend and participate in conferences of professional associations relating to subjects, which are relevant to their areas of responsibility.

Request for leave to attend such conferences shall be submitted in writing to the Superintendent of Schools. He/she may, in the exercise of his/her discretion, grant leave to attend any such session. If leave is granted, it shall be without loss of pay. Each school year, four (4) PTPAA members will be given the opportunity to attend a National Conference. The Board will reimburse the Administrators for conference fees, travel, room, and board. Costs will be limited to a maximum of \$2200 per conference. (The Administrators will be selected from a rotating list of members created jointly by the Association and the Board of Education.)

Those administrators who attend national conferences are required to give a report to their peers upon their return to the District.

**ARTICLE XVII  
SALARY**

1. The base salaries as established by the 2014-2017 contract shall be increased by the following percentages.

- 2017 - 2018                      3.0%
- 2018 — 2019                    3.0%
- 2019 — 2020                    3.0%

2. Any principal or supervisor temporarily assigned to cover the additional responsibility of managing another school building which has at least 200 students and/or 10 classroom teachers (this includes a principal assigned to a second school) will receive a stipend of \$60 per day, if there is no assistant principal in the additional school and \$30 per day if there is an assistant principal in the additional school. This stipend begins on the eleventh consecutive day of service.

3. If and when schools are decided to be realigned by the BOE, issues of extra assignments and compensation for present principals will be discussed with the principal affected prior to implementation. The amount of compensation will be added to the pensionable salary. No extra compensation for new hires once realignment is implemented.

4. Principals and supervisors assigned beyond their contractual time (on any of the 65 days that the school district as a whole is not in session, e.g. Evening School Director, Saturday Study Sessions, or Alternative School Assistant Principal or Supervisor to supervise shall be compensated at \$50.00 per hour.

5. All employee contracts are for twelve (12) months, unless designated otherwise on the Salary Guide.

6. Tuition grant monies will be divided equally among approved participants. The grant monies will total \$25,000 per year for the length of the contract. Each graduate course must be completed with a B or better. Prior approval of the Superintendent will be required using District approved forms(s). Reimbursement will be made at the Rowan University graduate credit rate

7. Advancement of the salary guide for accredited graduate courses for all administrators shall be based on the following breakdown:

MA + 10 - \$1,500  
MA + 20 - \$2,000  
MA + 30 - \$3,500  
MA + 45 - \$4,500  
MA + 60 - \$5,000  
PhD/EdD - \$6,000

8. Any employee may authorize the Board to make deductions for the purpose of tax- annuities pursuant to the provisions of NJSA 18A:66-127, et seq., and the terms of a group contract approved by the Board.

The Board agrees to a twenty-six (26) pay period system.

#### **ARTICLE XVIII INSURANCE PROTECTION**

The PTPAA will have the same medical benefits, dental, prescription and vision care plans as negotiated with the Pemberton Township Education Association and/or the primary collective bargaining association.

With the exception of Income Protection Plan, which during the term of this agreement the Board will pay fifty (50%) percent of the premium required to provide the Standard Protection Plan with a 30-day elimination period for all eligible employees.

The Association Members shall make contributions towards the costs of health insurance coverage at the Tier IV Level under Chapter 78 for the duration of this Agreement regardless of any changes and/or amendments to the requirements of Chapter 78.

#### **ARTICLE XIX SABBATICAL LEAVE**

A. A sabbatical leave program will be established to permit Administrators to engage in study in the educational field, subject to the following conditions:

1. Such leave shall be limited to one (1) person for one (1) school year each, or two (2) persons for

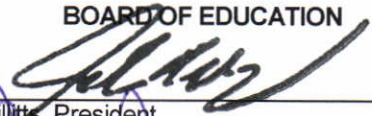
- one (1) semester each.
2. Selected personnel who have seven (7) consecutive years or more of satisfactory service with the Pemberton Township Public Schools shall be eligible for sabbatical leave.
  3. The nature and scope of study which the administrator proposes to pursue while on sabbatical leave must be approved by the Superintendent of Schools.
  4. The selection of applicants will be made on the basis of:
    - a. Previous record of applicant in the Pemberton Township Schools;
    - b. Benefit of proposed study to Pemberton Township Public Schools.
    - c. Benefit of applicant relative to his/her field of administration.
  5. Sabbatical leave shall be granted for the period of one (1) school year or a single semester as the case may be, depending upon the operation of Paragraph A above.
  6. An administrator on sabbatical leave may select one of three options for salary and commitment to district. They are: Option A-25% salary with a two (2) year commitment to the district; Option B-50% salary with a three (3) year commitment to the district; Option C-100% salary with a five (5) year commitment to the district. Payment shall be made in regular salary installments.
  7. Persons who accept a sabbatical leave must sign a statement of intention to return to the Pemberton Township School System immediately following the sabbatical leave for a period of two, three, or five years based upon the option selected above. Failure to comply with this obligation will require repayment of compensation received during the sabbatical leave as follows
    - a. Repayment of total compensation received if a person does not return to the Pemberton Township School System is due and payable on December 1<sup>st</sup> immediately following completion of the leave.
    - b. Repayment of one-half (1/2) of compensation received, if the person returns for one-half (1/2) of the years based on the option selected above, is due and payable on December 1<sup>st</sup>, one (1) year after the completion of the sabbatical leave.
- B. Upon return from such leave, an Administrator shall be placed on the salary scale at the level he/she would have achieved had he remained on active duty in the district, with recognition on the salary guide for leave. However, the school district does not guarantee the Administrator the same position earned before taking the sabbatical leave.
- C. Applicants will be notified by the Board on or before April 1<sup>st</sup> as to the disposition of their applications.

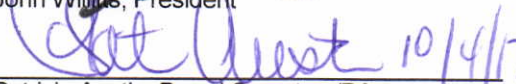
#### **DURATION OF AGREEMENT**

The 2014-2017 Agreement is subject to ratification by the respective parties. The Negotiation Teams for the Board and the PTPAA shall affirmatively recommend and vote in favor of ratification.

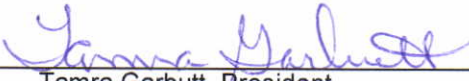
The 2014-2017 Agreement shall be presented to the Board of Education for ratification on December 11, 2014.

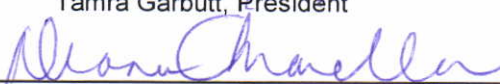
**BOARD OF EDUCATION**

  
\_\_\_\_\_  
John Willits, President

 10/4/17  
\_\_\_\_\_  
Patricia Austin, Board Secretary/BA

**ASSOCIATION**

  
\_\_\_\_\_  
Tamra Garbutt, President

  
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Deana Chiarella, Vice President

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