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THIS DOES NOT  
CIRCULATE

BOARD OF EDUCATION  
OF  
PARSIPPANY-TROY HILLS  
AND  
ASSOCIATION  
OF  
PARSIPPANY SCHOOL ADMINISTRATORS  
AGREEMENT  
1980-81

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## PREAMBLE

THIS AGREEMENT entered into this 28th day of August, 1980 between the Board of Education of Parsippany-Troy Hills, the Township of Parsippany, New Jersey, hereinafter called the "Board" and the Association of Parsippany School Administrators, hereinafter called "A.P.S.A."

WHEREAS the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

### ARTICLE I

#### A. UNIT

Pursuant to New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A - 5.1 et seq. the Board of Education of Parsippany-Troy Hills, New Jersey recognizes the Association of Parsippany School Administrators as the exclusive representative for collective negotiation concerning grievances and terms and conditions of employment of the personnel, including, but limited to:

Principals  
Assistant Principals  
Director Data Processing  
Director Media Services  
Director Adult Education

#### B. DEFINITION OF A.P.S.A. MEMBER

Unless otherwise indicated, the term "A.P.S.A. members and administrators" when used hereinafter in this agreement shall refer to all professional employees represented by A.P.S.A. in the negotiating unit as above defined. All masculine pronouns shall be construed to include female members as well.

### ARTICLE II

#### NEGOTIATION PROCEDURE

#### A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A - 5.1 et seq. in a good faith effort to reach agreement on matters concerning the term and conditions of A.P.S.A. members' employment. Such negotiations shall begin not later than November 1st of the school year preceding the school year in which this Agreement expires. Any agreement so negotiated shall apply to all A.P.S.A. members, be reduced to writing, be subject to ratification by majority vote of the Board and of the Association, be signed by the Board and the A.P.S.A. and be adopted by the Board not later than thirty (30) days after signing.

B. SELECTION OF NEGOTIATORS

Neither party in any negotiations shall have any control over the selection of the negotiating representatives 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.

C. MODIFICATION OF AGREEMENT

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.

D. PRINTING OF AGREEMENT

Copies of this Agreement shall be printed at the shared cost of the parties, prorated by the number of copies requested by each party.

E. This Agreement incorporates the entire understanding of the parties on matters which 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 matter whether or not covered by this Agreement or 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 III

ASSOCIATION RIGHTS AND PRIVILEGES

A. USE OF SCHOOL FACILITIES

1. The A.P.S.A. shall have the right to use school facilities for meetings outside of the school day.
2. The principal of the building in question shall be notified in advance of the time and place of all such meetings.
3. In the event that such meetings take place at times or under conditions when required staff, materials or services are other than those regularly required, then the A.P.S.A. will reimburse the Board for expenses incurred.

B. ADVISORY STATUS IN NEGOTIATIONS

1. During the course of negotiations with all other employee representative units, the A.P.S.A. shall act as consultants on the administrative implications of negotiated language under consideration for agreement.
2. At no time shall an A.P.S.A. member be required to act as negotiator for the Board or to be present during negotiation sessions with other employee representatives unless agreeable to the A.P.S.A. member.

C. INFORMATION

The Board agrees to furnish upon request of the Association, public information available to the Board. In addition, the Board agrees to provide information necessary for the Association to process grievances.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. All alleged contractual violations concerning terms and conditions of employment shall be subject to the following procedure:

Level 1	Immediate Supervisor (informal)
Level 2	Assistant Superintendent-Administration
Level 3	Superintendent
Level 4	Board of Education
Level 5	Binding Arbitration
2. Other policy and administrative decisions affecting particular employees shall be subject to the following procedure:

Level 1	Immediate Supervisor (informal)
Level 2	Assistant Superintendent-Administration
Level 3	Superintendent
3. An aggrieved person is the person or persons making the complaint.
4. Immediate supervisor shall mean the person to whom the aggrieved person is directly responsible.

B. POLICY

1. All concerned shall endeavor to secure a rapid and equitable determination to A.P.S.A. members' grievances at the lowest possible level through regular administrative channels without interfering with the normal school operations and procedures, and shall be kept as informal and confidential as possible.
2. An A.P.S.A. member processing a grievance shall be assured freedom from interference, coercion, discrimination and reprisal.
3. An A.P.S.A. member may have his grievance adjusted without intervention by the A.P.S.A. provided such adjustment is not inconsistent with the terms of the Agreement in effect and the A.P.S.A. is given the opportunity to be present at all hearings conducted after level one, and shall, with the permission of the A.P.S.A. member, have access to all pertinent documentation.
4. If an A.P.S.A. member does not file a grievance in writing with his immediate supervisor, or other designated Board representative within thirty (30) calendar days after the occurrence, then the grievance shall be considered as waived.
5. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved person to proceed to the next level.
6. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limits be deemed to be abandonment of the grievance or acceptance by the A.P.S.A. member of the decision at that level.
7. Time limits specified within the procedure may be waived only with the written consent of the aggrieved person, his representative, if any, and the Board representative at each level.
8. All decisions shall be in writing.
9. All grievance hearings shall be conducted in private and shall include only such persons in interest and their designated representatives.
10. During periods when school is not in session, time limits specified shall be considered as weekdays.
11. The costs of the services of an arbitrator including per diem expense, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the A.P.S.A. Any other expenses shall be paid by the party incurring same.

12. The following procedure will be followed to secure the services of an arbitrator:
  - a. Either party may institute a request to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - b. The parties shall be bound by the rules and procedures of the American Arbitration Association to secure the services of an arbitrator.
  - c. The arbitrator's decision shall be in writing and shall be binding on both parties.
  - d. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement.
13. It is understood that the A.P.S.A. member shall during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

C. PROCEDURE

1. Level One (informal)
  - a. An A.P.S.A. member having a grievance shall within thirty (30) calendar days of the occurrence or the time he would reasonably be expected to know of its occurrence institute action under the provisions of this article.
  - b. An A.P.S.A. member shall first discuss his grievance with his immediate supervisor, personally or accompanied by an A.P.S.A. representative, in an attempt to resolve the matter informally.
2. Level Two (formal)
  - a. If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within five (5) school days, the grievance shall be transmitted to the Assistant Superintendent. Within fifteen (15) school days of receipt of the grievance, the Assistant Superintendent shall indicate his disposition of the grievance in writing to the grievant prior to rendering a decision.

- b. The written grievance should specify:
  - 1. The nature of the grievance.
  - 2. The nature and extent of the injury, loss or inconvenience.
  - 3. The results of previous discussions.
  - 4. The basis of dissatisfaction with the previously rendered decision.
  - 5. The remedy sought.
  - 6. The provisions of this Agreement involved in the grievance.

3. Level Three

If the grievant is not satisfied with the disposition of the grievance, or no disposition of the grievance has been made within fifteen (15) school days, the grievance shall be transmitted to the Superintendent. Within fifteen (15) school days receipt of the grievance, the Superintendent shall indicate his disposition of the grievance in writing to the grievant and the Association. The Superintendent may, at his option, hold a hearing with the grievant prior to rendering a decision.

4. Level Four

If the grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the required fifteen (15) school days, the grievance shall be transmitted to the Board of Education by filing a written copy with the Secretary of the Board. Disposition of the grievance in writing shall be made within fifteen (15) school days of such filing. Copies of such disposition shall be furnished to the grievant and to the Association.

5. Level Five

- a. If the Board of Education, the grievant and the Association shall be unable to resolve any grievance and it shall involve an alleged violation of a specific article and section of this agreement, it may within ten (10) school days after the decision of the Board of Education be appealed to binding arbitration. Such appeal shall be in writing and shall be delivered within a ten (10) school day period or the grievance shall be abandoned.



- b. Only the Association shall have access to Level Five (Binding Arbitration) and only in the case of alleged contractual violations.

Level Six

The following matters shall not be the basis of any grievance filed under the procedure outlined in this article:

- a. The termination of services of or failure to re-employ any non-tenure administrator.
- b. Any claim or complaint for which there is another remedial procedure or forum established by law or regulation having the force of law, including any matter subject to the procedures specified in the Teacher Tenure Act.
- c. A complaint by an administrator occasioned by the lack of appointment to or lack of retention in any position for which tenure either is not possible or not required.
- d. Transfers and/or reassignments.

ARTICLE VI

SUPERINTENDENT - A.P.S.A. LIAISON

A. LIAISON COMMITTEE

The A.P.S.A. shall select a liaison committee from its membership which shall meet when either party deems it necessary with the Superintendent by mutual agreement.

B. PURPOSE AND SCOPE OF MEETING

These meetings shall be held to review and discuss problems, practices, policies and other matters of concern.

ARTICLE VI

ADMINISTRATOR EMPLOYMENT

A. WORK YEAR

A.P.S.A. members shall work a 223 work year.

B. VACATION SCHEDULES

Vacation schedules of A.P.S.A. members shall be submitted to the Superintendent of Schools, or designee, for approval.

C. VACATION ACCUMULATION

An A.P.S.A. member may accumulate earned vacation days for use in the year next following the year in which it normally would be taken with a limit of ten (10) days with the approval of the Superintendent.

D. REIMBURSEMENT FOR UNUSED VACATION

If an A.P.S.A. member terminates his employment in the district before taking all or part of his earned or accumulated vacation, he shall be reimbursed for such time at the rate of 1/223 of his next year's salary for each day.

E. PAYROLL DEDUCTIONS

1. An A.P.S.A. member may elect to participate in all or part of any voluntary payroll deduction plan as may be established.
2. The Board shall ensure that all such deductions are promptly remitted to the appropriate agency according to the established remittance schedule in the name of the A.P.S.A. member.

F. PAY SCHEDULE

Paychecks shall be distributed twice a month in accordance with the annual schedule distributed by the Board.

G. SALARIES

The salary provisions of all A.P.S.A. members covered by this agreement are set forth in the administrative salary schedules which are attached hereto and make a part hereof.

H. APPOINTMENTS AND PROMOTIONS

Notices of administrative position vacancies shall be posted in each building and a copy sent to the Association ten (10) school days before the final date when applications must be submitted. A professional screening committee including A.P.S.A. members shall be established by the Superintendent to assist in reviewing the qualifications of candidates.

ARTICLE VII

ADMINISTRATOR EVALUATIONS

Evaluations of A.P.S.A. members shall be made in accordance with Board policy and administrative procedures.

## ARTICLE VIII

### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

#### PROFESSIONAL MEETINGS

A.P.S.A. members may be allowed to attend professional meetings for purposes of professional development and educational improvement with the approval of the Superintendent and within budgetary guidelines.

## ARTICLE IX

### INSURANCE PROTECTION

- A. The Board shall grant health care insurance protection as provided in the master contracts with the carrier(s).
- B. The Board shall pay the full premium for each administrator and, in cases where appropriate, for family plan coverage.
- C. For each administrator who remains in the employ of the Board for the full year, the Board shall make payment of premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30th. Administrators terminating employment may continue coverage for ninety (90) days after said termination at their own expense.
- D. Should the Board determine that a change in carrier(s) shall be effectuated, it shall consult with the Association prior to said change.
- E. A.P.S.A. members shall be entitled to reimbursement up to seventy-five (\$75.00) dollars per year for an annual physical examination. The employee shall submit receipted bills to the Business Office in order to be eligible for the reimbursement.

## ARTICLE X

### SICK LEAVE

A.P.S.A. members shall be entitled to fourteen (14) days of sick leave each year in accordance with the statutes.

## ARTICLE XI

### TEMPORARY LEAVES OF ABSENCE

A.P.S.A. members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

- A. Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the A.P.S.A. member's immediate supervisor for personal leave, shall be made at least two (2) days before taking such leave except in the case of emergencies. These days shall be granted without the requirement of a stated reason other than "personal."

- B. Up to five (5) days at any one time in the event of death or serious illness of an A.P.S.A. member's spouse, child, son-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent or any other member of the immediate household. Additional days may be granted at half pay. A.P.S.A. members shall be granted one (1) day in the event of death of a friend or other relative.
- C. Other leaves of absence with pay may be granted by the Board for good reason.

#### ARTICLE XII

##### EXTENDED LEAVES OF ABSENCE

- A. The Board agrees that one (1) A.P.S.A. member on tenure, may upon request and approval of the Superintendent be granted a leave of absence without pay for one (1) year for the purpose of engaging in activities of the Association or its affiliates.
- B. An A.P.S.A. member on tenure may be granted a leave of absence subject to the approval of the Superintendent without pay for one (1) year to teach in an accredited college or university.
- C. Military leave without pay may be granted to any A.P.S.A. member who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment or to the spouse of any A.P.S.A. member who is so inducted or who enlists to join him for the period of special training.
- D. Maternity and/or child care leaves shall be granted in accordance with the statutes.
- E. All benefits to which an A.P.S.A. member was entitled at the time his leave of absence commenced, shall be restored to him upon his return and he shall be assigned to an administrative position for which tenure is possible, as determined by the Board upon return from the leave.
- F. Extension and renewals of leaves are disruptive to the school system and will only be considered in very extenuating circumstances. Application shall be made, in writing, at least 60 days prior to the closing date of the leave.
- G. No additional benefits shall accrue during the period of those leaves of absence granted under the provisions of this Article.

### ARTICLE XIII

#### SABBATICAL LEAVE

- A. Any A.P.S.A. member who has completed seven (7) or more years of continuous full time service in a bargaining unit position in the Parsippany-Troy Hills School may, upon recommendation of the Superintendent, be granted a leave of absence by the Board for one half year or one full year of study. After each subsequent period of seven or more years of such service, a further leave for study may be granted.
- B. Application for such leave shall be made prior to December 1st previous to the school year for which such absence is requested. Such application shall be made upon a regular form furnished by the Board and shall indicate a program, approved by the Superintendent and the Board, to be followed by the A.P.S.A. member during the period of leave.
- C. As a condition to such leave, the A.P.S.A. member shall enter into a contract to continue in the service of the Parsippany-Troy Hills Public Schools for a period of at least two (2) years after the expiration of the leave of absence. Failing to so continue in service, the A.P.S.A. member shall repay the Board the full salary received while on leave.
- D. The salary granted to an A.P.S.A. member on such leave shall be the full salary for a half year or half salary for a full year to which he or she would be entitled if not on leave. From such salary shall be deducted monthly the regular deductions for the Teachers' Pension and Annuity Fund, and other deductions authorized by the A.P.S.A. member. Salary payments shall be made monthly in accordance with the schedule for payment of salaries in the school system. All benefits shall be paid by the Board of Education.
- E. Any grant, fellowship or scholarship shall not diminish the salary received while on leave.
- F. An A.P.S.A. member on such leave will be considered as in the employ of the Board and the time thus spent shall count as regular service toward retirement and for consideration in regard to salary adjustment.

### ARTICLE XIV

#### MISCELLANEOUS PROVISIONS

##### A. SEPARABILITY

If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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.

- B. A.P.S.A. members shall be reimbursed at the rate of seventeen (.17¢) cents per mile for the use of their automobile on authorized school business.

ARTICLE XV

DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 1980 and shall continue in effect until June 30, 1981 subject to the Association's right to negotiate over a successor agreement as provided herein. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. STATUS OF INCORPORATION

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective secretaries, on the day and year first above written.

ASSOCIATION OF PARSIPPANY  
SCHOOL ADMINISTRATORS

PARSIPPANY-TROY HILLS BOARD  
OF EDUCATION

by James J. Mariani, Jr.  
President

by Frank P. Collier  
President

by Mary Jane Park  
Secretary

by Joseph D. Moore  
Secretary

9-4-80

## APPENDIX I

### TERMINAL LEAVE PAY UPON RETIREMENT

- A. Any administrator having been employed by the Board of Education for fifteen (15) or more years of total service, or ten (10) years of service as an administrator in the district, shall be eligible for terminal leave pay provided he submits written certification of retirement to the Superintendent of Schools on the appropriate forms as attached prior to January 1 of the school year next preceding the school year in which retirement is to be effective.
- B. Approval of such retirement shall be made by the Board of Education at its regular public meeting next following January 1 and shall be binding upon the administrator with the Board of Education save harmless to continue employment beyond the designated effective date of retirement. (Nothing in this provision shall prohibit the Board of Education from approving an earlier effective date of retirement upon the request of the administrator providing it is in the school year next following the school year in which certification of intent to retire is made as designated in "A" above.) In the event of extenuating circumstances such as illness, personal or family welfare, not including a desire to retire early, an administrator may apply for this benefit in the administrator's last year of work and such benefit shall be paid in accordance with this provision.
- C. The terminal leave pay shall be computed at the rate of one (1) days pay for every four days of accumulated sick leave credited to the administrator at the time of written certification to the Superintendent of schools of intent to retire.
- D. The daily rate of pay for computation of the retirement allowance shall be based on  $1/223$  of the annual salary being received at the time of written certification to the Superintendent of Schools of intent to retire.
- E. If the administrator used any of the accumulated sick leave designated in "C" above during the next to last and/or final school years of employment his/her retirement allowance shall be prorated accordingly.
- F. The fourteen (14) days sick leave to which the administrator is entitled during the final school year of employment shall not be credited in computing the retirement allowance and shall be used first in charging sick leave during the final school year of employment.
- G. The terminal leave pay benefit shall be paid either in equal monthly installments, by separate check, during the last year of employment, or a lump sum payment in the last month of employment.
- H. This benefit is separate and distinct from base salary and shall not be included in computations for pension benefit.

SCHEDULE A  
APSA PERFORMANCE SALARY GUIDE  
 1980-81

<u>ADMINISTRATIVE CATEGORY</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>RATINGS &amp; ANNUAL PERFORMANCE INCREASE</u>				
			<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
Senior High School Principals	\$25,000	\$40,150		3%	6%	8.5%	10%
Junior High School Principals	24,500	38,975		3%	6%	8.5%	10%
Elementary Principals			increase				
Director Media, Adult Ed.	23,000	36,525		3%	6%	8.5%	10%
Secondary Assistant Principals			0				
Director Data Processing	22,000	35,275		3%	6%	8.5%	10%

PROVISIONS

1. The initial salary for new administrative employees in each category shall be established upon the recommendation of the Superintendent subject to approval by the Board of Education.
2. Increases in salary shall be based on performance ratings as recommended by the Superintendent subject to approval by the Board of Education.
3. For the duration of this agreement no performance adjustment increase shall cause the salary of an A.P.S.A. member to exceed the maximum salary for his/her category regardless of the performance rating received.
4. A.P.S.A. members shall be notified of their contract and salary status for the ensuing year no later than April 30th.
5. The signed written acceptance of employment (contract or letter according to tenure status) shall be returned to the Board Secretary no later than May 15th.



APPENDIX II

CERTIFICATION OF RETIREMENT

1. I, \_\_\_\_\_, having been employed fifteen (15) or more years or ten (10) years as an administrator in the district, do hereby certify that I shall retire from service effective \_\_\_\_\_  
Date

2. According to the negotiated provisions of the Agreement between the Parsippany-Troy Hills Board of Education and the Association of Parsippany School Administrators, under Chapter 123, Public Laws of 1974, I hereby apply for terminal leave pay during my final year of employment.

3. I further certify that as of the effective date of retirement designated in No. 1 above, the Parsippany-Troy Hills Board of Education is hereby save harmless from continuing my employment as an administrator.

4. In the event approval is granted for an earlier effective date of retirement during the period designated in No. 2 above the period of final school year of employment, the equal monthly retirement allowance installments shall continue until the total approved terminal leave pay has been paid.

5. I further agree that the terminal leave pay granted shall be reduced accordingly by any amount of the accumulated sick leave used during the next to last and/or final school years of employment.

\_\_\_\_\_  
(Date of Submission)

\_\_\_\_\_  
Administrator's Signature

