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THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT  
BETWEEN THE  
SOUTH PLAINFIELD PROFESSIONAL SUPERVISORY PERSONNEL UNIT  
AND THE  
SOUTH PLAINFIELD BOARD OF EDUCATION

JULY 1, 1969  
through  
JUNE 30, 1970

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CONSULTANTS

METZLER ASSOCIATES

Mr. James A. Moran, Consultant Negotiator

SOUTH PLAINFIELD PROFESSIONAL  
SUPERVISORY PERSONNEL UNIT

NEGOTIATING COMMITTEE

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PREAMBLE

This Agreement entered into this 1st day of July, 1969, by and between the Board of Education of South Plainfield, the Borough of South Plainfield, New Jersey, hereinafter called the "Board" and the South Plainfield Professional Supervisory Personnel Unit, hereinafter called the "Professional Supervisory Unit".

ARTICLE I

RECOGNITION

Pursuant to Chapter 303, Laws of 1968 of the State of New Jersey known as the New Jersey Public Employers-Employees Relations Act, the South Plainfield Board of Education hereby recognizes the South Plainfield Professional Supervisory Personnel Unit as exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for all full time certificated personnel under contract to the Board of Education as included herein:

District Coordinator of Athletics, Health and Physical  
Education in Grades K through 12  
Director of Guidance  
Area Chairmen  
High School Principal  
Assistant Principals, High School  
Middle School Principal  
Assistant to the Principal of the Middle School  
Elementary School Principals

All positions or similar positions to those herein enumerated shall be considered as part of the Supervisory Personnel Unit.

but excluding:

- a. Superintendent of Schools  
Assistant Superintendent of Schools  
Secretary-Business Administrator  
Director of Special Services
- b. All other employees of the South Plainfield Board of Education.

## ARTICLE II

GRIEVANCE PROCEDURE

## Definition:

- A. A "Grievance" shall mean a claim by an administrator or supervisor that there has been misinterpretation, misapplication, or a violation of board policy, this Agreement, or an administrative decision affecting him. A grievance to be considered under this procedure must be initiated by the administrator or supervisor within thirty (30) days of the time the administrator or supervisor knew of its occurrence.
- B. 1) It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 3) It is understood that administrators or supervisors 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.
- 4) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
- C. Level One

Any administrator or supervisor who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.

## Level Two

If as a result of the discussion the matter is not resolved to the satisfaction of the administrator or supervisor within 5 school days, he may set forth his grievance in writing to his immediate superior on the grievance forms provided.

The immediate superior shall communicate his decision to the administrator or supervisor in writing with reasons within 3 school days of receipt of the written grievance.

### Level Three

The administrator or supervisor, no later than five (5) school days after receipt of his immediate superior's decision, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing with reasons to the employee and the immediate superior.

### Level Four

If the grievance is not resolved to the Administrator's or supervisor's satisfaction, he, no later than five (5) school days after the receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision in writing with reasons within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

### Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the administrator or supervisor and the administrator or supervisor wishes review by a third party, and if the matter pertains to this Agreement, between the Board and the Professional Supervisory Unit, he shall so notify the Superintendent within ten (10) school days of receipt of the Superintendent's decision. An administrator or supervisor in order to process the grievance beyond level four must have his request for such action accompanied by the written recommendation for such action by the Professional Supervisory Unit.

No claim by an administrator or supervisor shall constitute a grievable matter beyond level four or be processed beyond level four if it pertains to (a) any matter for which a detailed method of review is prescribed by law, (b) any rules or regulation of the State Commission of Education, but not to the violation, interpretation, or application of such a rule or regulation, (c) any by-law of the Board of Education pertaining to its internal operation, or (d) any matter which according to law is beyond the scope of Board authority.

### D. Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of an arbitrator:

- 1) A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

- 2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- 3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- 4) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

E. Rights of Administrators or Supervisors to Representation.

- 1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Professional Supervisory Unit.
- 2) When an administrator or supervisor is not represented by the Professional Supervisory Unit in the processing of a grievance, the Professional Supervisory Unit shall at the time of submission of the grievance at level two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the administrator or supervisor held concerning the grievance and shall receive a copy of all decisions rendered.

F. Miscellaneous

Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Unit and shall be similar to those utilized by other South Plainfield Personnel.

G. Costs

- 1) Each party shall bear the total cost incurred by themselves.
- 2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.
- 3) If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.



## ARTICLE III

PROMOTIONS

- A. Notification of all open positions recognized in Article I in the South Plainfield School District shall be posted in all schools and sent to the Professional Supervisory Unit President. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within fifteen (15) days after the date of the notice. No permanent appointment to a position posted shall be made until twenty (20) days after the posting notice has been issued.

## ARTICLE IV

SCHOOL CALENDAR (1969-70)

The Professional Supervisory Unit shall present its members with no fewer than two proposed calendars for the coming school year no later than April 1st of the current year. The Professional Supervisory Unit shall vote for its choice. This shall be presented to the Superintendent for the Board of Education which will either adopt the calendar as presented or recommend revisions. If revisions occur, the Board of Education will discuss such revisions with the Professional Supervisory Unit President prior to the final determination and adoption of a calendar by the Board of Education.

## ARTICLE V

SALARIES AND EMPLOYMENT

- A. The salaries of all administrators and supervisors covered by this Agreement are set forth in "Appendix A" which is attached hereto and made a part hereof.
- B. 1) Administrators or supervisors employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
- 2) Administrators or supervisors employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
- 3) Administrators or supervisors may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the administrator or supervisor on the final pay day in June, providing they have completed all professional responsibilities.
- 4) When a pay day falls on or during a school holiday, vacation or week-end, administrators or supervisors shall receive their pay checks on the last previous working day.

- 5) Administrators or supervisors will receive their final checks on the last working day in June, providing they have completed all professional responsibilities.
- 6) Administrators or supervisors shall receive pay schedules for the school year with their first pay check in September or July.
- 7) Each administrator or supervisor shall be placed on his proper step of the Professional Supervisory salary schedule as of the beginning of the 1969-70 school year in accordance with Appendix A.
- 8) Credit up to the fourteenth (14th) step of any salary level on the teacher salary schedule shall be given for previous outside teaching experience in a duly accredited school upon employment in accordance with the provisions of Schedule A of the teachers Salary Guide. Credit not to exceed four (4) years for military experience may be granted; however, the total prior service shall not exceed fourteen (14) years.
- 9) Administrators or supervisors shall be notified of their contract and salary status for the ensuing year no later than April 1, 1970.
- 10) The Board of Education agrees to hire as administrators or supervisors only those individuals who comply with the rules and regulations of the New Jersey State Board of Examiners.

#### ARTICLE VI

##### SUPERVISORY DUTY OBLIGATION

- A. In consideration of the salary ratio as indicated in Appendix A, all members of the Professional Supervisory Unit agree that professional standards dictate that the requirements of the position for each supervisor will be fulfilled.

#### ARTICLE VII

##### SABBATICAL LEAVE

- A. A sabbatical leave of absence may be granted for the following reasons:
  - 1) Further education toward a degree beyond the bachelor's degree with particular consideration given in those cases of university residency requirements of one year. Unusual circumstances (e.g., government grant, authoring a textbook, research or study) indicated to be beneficial to the school official.
  - 2) Travel of an educational nature which the applicant can indicate will enhance his performance as an administrator or supervisor.

- B. If there are sufficient qualified applicants, sabbatical leave will be granted to a maximum of one member of the professional staff at any one time by the Board of Education upon the recommendation of the Superintendent of Schools.
- C. Requests for sabbatical leave must be received by the Superintendent in writing on such forms as designated by the Board of Education no later than January 15, and action must be taken on all such requests no later than the third week in March of the school year preceding the school year for which the sabbatical leave is requested.
- D. The member of the professional staff must have completed at least seven (7) full school years of service in the South Plainfield School District, the last five (5) of which must have been consecutive.
- E. A member of the professional staff on sabbatical leave for a full school year shall be paid by the Board at seventy-five (75) percent of the salary rate which he would have received if he had remained on active duty.
- F. Upon return from sabbatical leave, a member of the professional staff shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.
- G. Any member of the professional staff granted a sabbatical leave of absence must agree in writing to continue working in the system for at least two (2) years following the sabbatical leave. Remission of the total amount expended by the Board of Education shall be made at the rate of one half (1/2) per year except in the case of death or total disability of the employee. If the total remission of service is not made by the member of the professional staff, he will agree, by signing a promissory note before being granted said leave, to remit to the Board of Education the monetary amount equal to the time not served.
- H. A report or summary of the sabbatical leave must be submitted to the Superintendent of Schools and the Board of Education upon the completion of the leave. Periodic progress reports of the sabbatical leave, as requested by the Board of Education and the administration, shall be furnished by the individual during the leave period.

#### ARTICLE VIII

##### PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

If in the event the Board of Education requires an administrator or supervisor to take course work in order to maintain his position, the Board of Education agrees to reimburse said administrator or supervisor for the cost of the tuition pertaining to such course, or to provide the course at no cost to the administrator or supervisor.

The Board agrees to involve the Professional Supervisory Unit in the planning of courses, work shops, conferences, and programs designed to improve the quality of instruction in the South Plainfield Public Schools.

## ARTICLE IX

### INSURANCE PROTECTION

As of the beginning of the 1969-70 school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each administrator or supervisor and in cases where appropriate for family-plan insurance coverage except then it will pay 1/3 family insurance coverage for a first year administrator or supervisor, 2/3 family insurance coverage for a second year administrator or supervisor and full family coverage from that point on.

- 1) For each administrator or supervisor who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period from the earliest possible date on which enrollment in the plan is possible.
- 2) Provisions of the health-care insurance program shall be detailed in master policies and contracts, and they shall include Blue Cross, Blue Shield, Rider J and Major Medical as contained in the insurance existing as of this date.

The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts, provided that the carrier allows provision for such continuance and the retiree agrees to pay the premiums involved.

The Board shall instruct the carrier to provide each administrator or supervisor a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the 1969-70 school year, which shall include a clear description of conditions and limits of coverage as listed above.

The Board agrees to study with the Professional Supervisory Unit Dental and Prescription Plan coverage.

## ARTICLE X

### SICK LEAVE

- A. As of September 1, 1969, all administrators or supervisors employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. All twelve (12) month administrators or supervisors shall be entitled to twelve (12) sick leave days each school year.

- B. Previously accumulated unused sick leave days, accumulated in the South Plainfield Schools shall be reinstated upon an administrator's or supervisor's return to the school system.
- C. Sick leave Extended - The Board of Education agrees that in the event a tenure administrator or supervisor utilizes all his accumulated sick leave due to a protracted illness they will pay to him the difference, if any, between his contract salary and that of his replacement for the balance of the contract year or the duration of such illness whichever period is of lesser duration.

## ARTICLE XI

### TEMPORARY LEAVE OF ABSENCE

- A. As of the beginning of the 1969-70 school year, administrators or supervisors shall be entitled to nonaccumulative leave of absence with full pay for the following reasons up to a maximum of five (5) days in any contract year:
  - 1) Marriage in immediate family.
  - 2) Graduation exercises of the employee or his children.
  - 3) Required appearance in court.
  - 4) Past practices of the Board of Education relative to requests for leave time concerning religious holidays and ceremonies will remain unchanged.
  - 5) As may be required to meet the beginning or ending dates of NDEA institutes, etc.
  - 6) Attendance of Professional Supervisory Unit representatives at conferences and conventions of state and national organizations. (The combined total for all Professional Supervisory Unit representatives shall not exceed three (3) man days.)
  - 7) Administrators or supervisors shall be granted one (1) temporary leave day without specifying the reason if they deem it to be of a personal nature.
  - 8) Up to three (3) days may be granted for serious illness in the immediate family (husband, wife, children, and other members of the same home; father, mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law.)

All leaves of absence referred to in this section are subject to the following conditions:

- a. At least twenty-four (24) hours notice shall be given in requesting a personal day through the immediate superior.
- b. The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any requests for the above days.

- B. Up to three (3) days may be granted for death in the immediate family (husband, wife, children, and other members of the same home; father and mother; brothers and sisters; grandfather and grandmother, father-in-law and mother-in-law.)
- C. Extensions to any temporary leaves of absence referred to in Sections A and B as outlined above may be made at the discretion of the Superintendent of Schools.
- D. A regularly appointed administrator or supervisor who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence with pay.

Whenever such military field training or attendance at service schools requires that the administrator or supervisor remain for a longer period than the prescribed two (2) weeks, the administrator or supervisor shall receive the difference between his pay and his military pay for the remainder of such time, provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should any military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave without pay for each additional period shall be granted.

- E. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the administrator or supervisor is entitled.

## ARTICLE XII

### EXTENDED LEAVES OF ABSENCE

- A. An administrator or supervisor may be granted a leave of absence without pay for up to one (1) year to teach in an accredited college or university.
- B. Military leave without pay shall be granted to any administrator or supervisor 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.
- C. A tenure administrator or supervisor shall notify the Superintendent of her pregnancy as soon as it is medically confirmed. Said administrator or supervisor may request a maternity leave without pay and said leave shall be granted. The leave shall become effective three (3) months prior to the anticipated date of birth of the child and shall terminate six (6) months after the birth of the child. Return from maternity leave shall occur at the beginning of the school year where possible. A return from maternity leave during the school year will require the recommendation of the Superintendent of Schools.

- D. Any female tenure administrator or supervisor adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. No administrator or supervisor on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the South Plainfield School District in the area of her certification or competence, provided she shall have the recommendation of the Superintendent of Schools.
- E. Other leaves of absence up to one (1) year without pay may be granted to any administrator or supervisor by the Board of Education upon the recommendation of the Superintendent of Schools.
- F. 1) Upon return from leave granted pursuant to Section A and B of this Article, an administrator or supervisor shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. An administrator or supervisor shall not receive increment credit for time spent on a leave granted pursuant to Section C, D or E of this Article, nor shall such time count towards the fulfillment of the time requirements for acquiring tenure.
- 2) All benefits to which an administrator or supervisor was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned within the scope of his certification as permitted by the New Jersey State Board of Examiners.
- G. All extensions or renewals of leaves shall be applied for and, if granted, be in writing.

#### ARTICLE XIII

##### DEDUCTION FROM SALARY

- A. All deductions shall be handled in a manner similar to that adopted for the SPEA, 1969-70.
- B. Appropriate dues deduction authorization forms shall be initiated by the administrator or supervisor requesting deductions.

#### ARTICLE XIV

##### MISCELLANEDOUS PROVISIONS

This Agreement constitutes a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

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.

Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all administrators or supervisors now employed or hereafter employed.

Whenever any notice is required to be given by either of the parties of this Agreement to the other, pursuant to the provisions of the Agreement, either party shall do so by telegram or registered letter at the following addresses:

- 1) If by Association, to Board, at Administration Building, Foster and New Brunswick Ave., South Plainfield, New Jersey.
- 2) If by Board, to Professional Supervisory Unit, at the school address of the Unit President.

#### ARTICLE ~~X~~ V

##### DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1969, and shall continue in effect until June 30, 1970, subject to the Unit's right to negotiate over a successor Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of the Agreement, and unless such extensions are agreed upon this contract shall expire on the date indicated herein.

The Board and the Unit agree to begin negotiations over a successor Agreement no later than October 15, 1969.

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

SOUTH PLAINFIELD PROFESSIONAL  
SUPERVISORY PERSONNEL UNIT

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

SOUTH PLAINFIELD  
BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary



## APPENDIX A

## SOUTH PLAINFIELD PROFESSIONAL SUPERVISORY PERSONNEL UNIT

## SALARY GUIDE

STEPS	1	2	3
Princ. Elementary	1.2	1.25	1.3
Princ. Middle School	1.3	1.35	1.4
Princ. High School	1.4	1.45	1.5
Asst. Princ. High School	1.2	1.25	1.3
Asst. Princ. Middle School	1.15	1.2	1.25
Dir. Guidance	1.15	1.2	1.25
Dir. Athletics	1.15	1.2	1.25
Area Chairmen	1.05	1.075	1.1

- A. Full adjustment in accordance with Column 3 shall be made for all presently employed supervisors for 1969-70.
- B. Promotion to new positions shall reflect an increase in salary by placing the appointee on the next higher ratio in the range of the new position.