

4-1078

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT
BETWEEN THE BOARD OF EDUCATION AND THE
PHILLIPSBURG ADMINISTRATOR'S ASSOCIATION

July 1, 1977 - June 30, 1979

Warren

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School of Management and
Labor Relations

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RUTGERS UNIVERSITY

ARTICLE I

A. Unit Membership

In accordance with Chapter 303, Public Laws of 1963, the Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for administrative personnel inclusive of:

Principals, Vice Principals, Assistant Principals,
Assistant to the Superintendent

B. Definition

Unless otherwise indicated, the term "administrator" when used hereinafter in this agreement, shall refer to all professional employees represented by the association in the negotiating unit as above defined, and references to male administrators shall include female administrators.

ARTICLE II

Negotiation Procedure

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment. Negotiations shall begin no later than September 15 of the calendar year preceding the calendar year in which this agreement expires.

B. Negotiating Team Authority

Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

C. Maintaining Current Benefits

Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any administrator's benefits existing prior to its effective date.

D. Modification

1. Understanding of Parties

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 times they negotiated or executed this 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.

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 or administrative decision pertaining to the provisions of this agreement, affecting a member or group of members.

B. Procedure

1. Filing a Grievance

A grievance may be filed by an individual member, a group of members, or by the Association, either in its own name or

as the representative of a group or class whose individual signature shall not be necessary. Any grievance must be lodged at the proper initiating level within thirty (30) calendar days of the happening of the event.

2. Failure to Communicate a Decision

Failure at any step to communicate the decision on a grievance within the specified time limitation shall constitute acceptance of a 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

An individual administrator who has a grievance shall discuss it first with his immediate supervisor 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; and, in such event, if the problem is not resolved to the satisfaction of the Association within five (5) work days after the conclusion of the discussion, the procedures prescribed in the subsections of this Section 3 shall become applicable.

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, he shall set forth his grievance in writing to the immediate superior specifying:

- a. the nature of the grievance;
- b. the nature and extent of the injury, loss, or inconvenience;
- c. the result of the previous discussion;
- d. his dissatisfaction with decisions previously rendered.

The immediate superior shall communicate his decision to the grievant in writing within five (5) work days of receipt of the written grievance.

5. Level Two - Superintendent of Schools

The grievant, no later than five (5) work days after receipt of the immediate superior's decision, may appeal this

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 the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) work days. The Superintendent shall communicate his decision in writing to the grievant and the immediate superior.

6. Level Three - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) work 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, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall at the option of the Board, hold a hearing with the grievant and render a decision in writing within twenty-one (21) calendar days of receipt of the grievance by the Board.

7. Level Four - Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant, notice of intention to proceed to arbitration shall be given to the Board through the Superintendent within five (5) work days after the receipt of the decision which is being appealed. Where, however, the grievant elects to so proceed without the Association's concurrence, the costs shall not be borne or shared by the Association.

Within ten (10) working days after such written notice of request for submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. Having agreed to arbitrate, if the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedure of the American Arbitration Association in the selection of an arbitrator. The decision of the arbitrator shall be advisory only.

8. Right to Representation

Rights of administrators to representation shall be as follows:

Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by (a) representative(s) and/or an attorney.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or at any later level, be notified that the grievance is in process, and shall have the right to be present and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered.

The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal with respect to his personal grievances.

9. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance, shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

10. 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.

11. Costs

Each party will bear the total cost incurred by themselves.

The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.

ARTICLE IV

Administrator Rights

A. Rights and Protection in Representation

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 303, Public Laws 1963, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any administrator with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any administrator such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere.

C. Required Meetings or Hearings

Whenever any administrator is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter that could result in the termination of employment of that administrator, he shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and shall have (a) representative(s) of the Association and/or attorney present to advise him and represent him during such meeting or interview. The Association shall have the right to be present to protect the interests, not only of the individual involved but also of the organization as the bargaining representative exclusively recognized.

ARTICLE V

Association Rights and Privileges

A. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, register of certified personnel, tentative budgetary requirements and all allocations, agendas, and minutes of all Board meetings, census data, names and addresses of all administrators and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the administrators, together with information which may be necessary for the Association to process any grievance or complaint.

B. Released Time for Meetings

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings he shall suffer no loss in pay and/or benefits.

C. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property after the close of the school day.

D. Exclusive Rights

The rights and privileges of the Association and its members as set forth in this agreement shall be granted only to the Association as the exclusive representative of the administrators, as defined in the unit, and to no other organization.

ARTICLE VI

Evaluation

A. Philosophy

The Phillipsburg Administrators Association concurs with the policy that all professional personnel be evaluated. The evaluation of an administrator will be the responsibility of the Superintendent of Schools. Procedure for the evaluation will be discussed by the Superintendent of Schools with the Phillipsburg Administrators Association.

B. Notice of Contract Renewal

Each non-tenure administrator who has been an employee of the Board for at least ten months, should receive written notice prior to March 30 of each year, whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

C. Results of Standardized Tests

Results of standardized tests used for evaluating students will not be used as a means to evaluate administrators or induce comparisons between schools.

ARTICLE VII

Leaves of Absence

A. Sick Leave

1. Accumulative

All full time administrators shall be entitled to twelve (12) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

B. Temporary Leaves of Absence

All full time administrators shall be entitled to the following leaves of absence with pay during each school year:

1. Death in family

In the event of a death in the immediate family, an allowance up to five (5) days leave shall be granted. "Immediate family" shall be husband, wife, child, stepchild, father, mother, brother, sister, father-in-law, mother-in-law, grandparents, brother-in-law, sister-in-law or any member of the administrator's immediate household.

2. Personal

Absence of two (2) days per year may be granted to an administrator without reduction in pay for personal business which cannot be performed other than during employment hours. The number of unused days in any year shall accumulate for the purpose of sick leave from year to year.

3. Professional Conferences

The Association reserves the right to be represented by an officer at conferences beneficial to the welfare of the Association. Five (5) days will be allotted per year for this purpose and given at the discretion of the Superintendent.

C. Extended Leaves of Absence

1. Return from Leave

(a) Salary

Upon return from leave granted by the Board, an administrator 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.

(b) Benefits

All benefits to which a tenured administrator 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 to the same position which he held at the time said leave commenced, or if available or, if not, to a substantially equivalent position.

2. Extensions and Renewals

All extensions or renewals of leave shall be applied for and, if granted, shall be in written form.

3. Illness in family

A leave of absence may be granted at the Board's discretion, for the purpose of caring for a sick member of the administrator's immediate family. Additional leave may be granted at the discretion of the Board.

4. Good Cause

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

ARTICLE VIII

Sabbatical Leave

A. Number

One (1) administrator per year will be granted sabbatical leave at the discretion of the Board under the following conditions:

B. Procedure

1. Applicants must have been employed by the Phillipsburg Board of Education for seven (7) continuous years.

2. The leave will encompass one (1) year.

3. Salary will be reduced by one-half ($\frac{1}{2}$) during the time of leave.

4. Salary after returning will be equal to the level the administrator would have received had he continued in his position.

5. Application must be made on or before December 1 of the year preceding the year requested and applicants must be notified by April 1.

ARTICLE IX

Vacations

A. Time Allotted

Annual vacations for association members under a twelve month contract consist of twenty-three (23) working days upon

their initial employment. In addition, for every five years of employment as an administrator, each administrator will receive an additional two (2) days of vacation time.

B. Banking Time

Unused vacation days, up to a maximum of seven (7) days, and subject to the approval of the Board if not used within a specific contract year, are cumulative for one year.

ARTICLE X

Administrative Vacancies

A. Notice

A notice of vacancy in an administrative position shall be sent to each administrator and a copy shall be sent to the Association fifteen (15) work days before the final date when applications must be submitted.

ARTICLE XI

School Calendar

Representatives of this Association shall participate in the formation of the school calendar prior to its being adopted by the Board of Education.

ARTICLE XII

Curriculum Determination

A. Initiating Proposals

Proposals for curriculum change can be initiated by professionals of any level of responsibility.

B. Approving Proposals

Before a proposal involving curriculum change is sent to the Board of Education, administrators affected by the change will review, modify and approve the proposal. A copy of the original proposal will be made available to the Board upon request.

C. Appeal to Superintendent

If a disagreement between the people initiating a proposal and an administrator cannot be resolved, the organization can appeal to the Superintendent to render a final decision.

ARTICLE XIII

Insurance Protection

A. Full Health-Care Coverage

The Board agrees to provide for each administrator identical insurance coverage provided for all other professional employees for the 1977-78 school year.

B. Description to Administrators

The Board shall provide to each administrator a description of the health-care insurance coverage provided under this Article, no later than the beginning of the 1977-78 school year, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE XIV

Protection of Administrators and Property

The Board of Education in conjunction with the Association shall establish written policies and procedures for handling emergency situations.

In the event an emergency situation arises, that is not covered by the written policy, the building administrator shall have the authority to make whatever decision he deems necessary for the safety and welfare of the students.

Any long term disorder or disruption will require a meeting of the Superintendent, administrative staff, and Board of Education to develop a mutually acceptable program to cover the situation.

Deductions from Salary

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its

administrators dues for any one or combination of associations as said administrators individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-159e) and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.

2. Each of the associations shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Local, State and National Services

The Board agrees to deduct from administrators' salaries money for local, state and/or national association services and program as said administrators individually and voluntarily authorize the Board to deduct and to transmit monies promptly to such association or associations. Any administrator may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and any appropriate association. The number of associations an administrator may join will be limited to two (2) in addition to the Unified NEA Group.

ARTICLE XV

Miscellaneous Provisions

A. Participation in Administrative Policy Making

The Association, at the discretion of the Superintendent, will be consulted and given an opportunity to participate in the development of administrative policies and procedure.

B. Use of automobile

All members of the Association shall be reimbursed at the rate of eighteen (18) cents per mile who may be required to use their own automobiles in the performance of their duties.

An administrator who drives students to activities away from school building or acts on behalf of the Board driving

students anywhere, must meet the insurance requirements as determined by the Board and as stated in Board Policy, which either is or is about to be in effect.

C. Administrator Evaluation

The administrators agree to cooperate with the Superintendent and the Board of Education to prepare an evaluation plan for administrators which plan is to be in effect by the end of the 1977-78 school term. (i.e. on or before July 1, 1978).

VACATION SCHEDULE

Independence Day

Labor Day

NJEA Convention - 2 days

Thanksgiving Day

Thanksgiving Recess

Christmas Eve

Christmas Day

Christmas Recess

New Year's Eve

New Year's Day

New Year's Recess

President's Day Recess - 2 days

Good Friday

Easter Monday

Memorial Day Observance

ARTICLE XVIII

Duration of Agreement

This agreement shall be effective as of July 1, 1977 and shall continue in effect until June 30, 1979, subject to the Association's right to negotiate over a successive agreement as provided in Article II. This agreement shall not be extended orally and it is understood that it shall expire on the date indicated.

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

Association
by *R. J. Whitcomb* President
Attest *James A. Helkins* Secretary

Board of
Education
by *Robert M. Gagliardi* President
Attest *Thomas E. Wilson* Secretary

PHILLIPSBURG ADMINISTRATORS ASSOCIATION

<u>Elementary Principals</u>	<u>1977-78 Salary</u>	<u>1978-79 Salary</u>
Russell J. DiMarco	\$24,109.	\$25,935.
F. Laird Evans	19,803.	21,629.
Peter Merluzzi	23,669.	25,495.
Joanne Wilkins	24,109.	25,935.
<u>Middle School Principals</u>		
Eugene P. Healey	27,059.	28,885.
Constance Moy	24,041.	25,867.
<u>High School Principals</u>		
Kenneth E. Lutz	28,859.	30,685.
David Clauss	24,109.	25,935.
John Emery	20,609.	22,435.
<u>Central Staff Administrator</u>		
Raymond J. Williams	27,059.	28,885.

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