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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

between the

ASSOCIATION OF PARSIPPANY SCHOOL ADMINISTRATORS

and the

PARSIPPANY-TROY HILLS BOARD OF EDUCATION

MORRIS COUNTY

NEW JERSEY

1971-74

2/9/71

P R E A M B L E

THIS AGREEMENT entered into this day of 1971 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 the "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

RECOGNITION

A. UNIT

Pursuant to Chapter 303, Public Laws 1968, 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	Coordinator of Curriculum Aids
Assistant Principals	E.D.P. Manager
Directors	

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

Unless otherwise indicated, the term "A. P. S. A. members" when used hereinafter in this agreement shall refer to all professional employees represented by the A. P. S. A. in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION PROCEDURE

A. DEADLINE DATE

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 matters concerning the terms 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 signed by the Board and the A. P. S. A. and be adopted by the Board not later than 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 duplicated at the expense of the Board after agreement with the A. P. S. A. on format within reasonable time after the agreement is signed.

E. DISTRIBUTION OF AGREEMENT

The agreement shall be presented by the superintendent to all A. P. S. A. members now employed or hereafter employed.

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 negotiations sessions with other employee representatives unless agreeable to the A. P. S. A. member.

ARTICLE IVPROFESSIONAL GRIEVANCE PROCEDUREA. DEFINITIONS

1. A grievance is a complaint by an A. P. S. A. member that his rights regarding the interpretation and application of policies, the agreement or administrative decisions affecting them have been violated.
2. An aggrieved person is the person or persons making the complaint.
3. 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 30 school 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 shall 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. If any A. P. S. A. member for whom a grievance is sustained shall be found to have been unjustly discharged, he shall be reinstated with full reimbursement of professional compensation lost.
13. 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. 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.
 - c. 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 roster, the American Arbitration Association may be requested by either party to designate an arbitrator.
 - d. The arbitrator so selected will confer with the parties and hold hearings promptly and will issue his decision not later than thirty (30) calendar days from the date of the close of the hearing. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted and shall be binding on both parties.
 - e. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this agreement.
14. 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.
15. Level three in the grievance procedure shall be waived for A. P. S. A. members who are directly responsible to the superintendent.

D. PROCEDURE**1. Level One (informal)**

a. An A. P. S. A. member having a grievance shall within thirty (30) 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 matter is not resolved to the A. P. S. A. member's satisfaction at Level One, the A. P. S. A. member may within five (5) school days of that decision invoke formal grievance procedures with his immediate supervisor on the form provided, signed by the grievant and the A. P. S. A. representative.

b. One copy of the grievance shall be given to the A. P. S. A. member's immediate supervisor and one to the A. P. S. A. representative.

c. 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.

3. Level Three

a. If the grievant is not satisfied with the written disposition of the grievance by his immediate supervisor, or if no written disposition has been made within five (5) school days, the grievance shall be transmitted to the superintendent.

b. All pertinent documentation shall be reviewed and such hearings as deemed necessary shall be held.

c. Within five (5) school days after receipt of the grievance the superintendent shall meet with the A. P. S. A. member and the A. P. S. A. representative and shall indicate his disposition of the grievance in writing to the A. P. S. A. member and the A. P. S. A. within five (5) school days.

4. Level Four

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a. If the grievant is not satisfied with the disposition of the grievance or if no disposition has been made within the required five (5) 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 ten (10) school days of such filing. Copies of such disposition shall be furnished to the A. P. S. A. member and to the A. P. S. A.

5. Level Five

If the Board of Education, the aggrieved A. P. S. A. member and the A. P. S. A. 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.

ARTICLE V

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 at least monthly with the superintendent by mutual agreement during the year.

B. PURPOSE AND SCOPE OF MEETINGS

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 day work year.

B. VACATION SCHEDULES

Vacation schedules of A. P. S. A. members shall be submitted to the Superintendent.

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 plans 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

When a pay day falls on or during a school holiday, vacation or weekend, A. P. S. A. members shall receive their pay checks on the last previous workday.

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 made a part hereof.

H. APPOINTMENTS AND PROMOTIONS

1. The Board shall make all appointments to positions in the Parsippany-Troy Hills Schools to the best qualified candidate.

2. Those responsible for staffing the schools shall search diligently within and outside of the school system for qualified candidates for positions on the staff.

3. A professional screening committee including A. P. S. A. members shall be established by the superintendent to give due consideration to the qualifications of each candidate and to make recommendations for appointment to the position.

ARTICLE VII**ADMINISTRATOR EVALUATIONS****PROCEDURES**

1. Each A. P. S. A. member shall receive a written evaluation from the superintendent which shall be reviewed with him, in conference.

2. All evaluations shall be signed by the A. P. S. A. member and the superintendent.

3. The A. P. S. A. member shall have the right to review his personnel file and nothing derogatory shall be a part of the file unless he is aware of it and has an opportunity to submit his written reactions (exceptions: references from other employers.

ARTICLE VIIIPROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENTPROFESSIONAL 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.

ARTICLE IXINSURANCE PROTECTIONBENEFITS

All group insurance benefits accorded the teachers shall be granted to A. P. S. A. members.

ARTICLE XA. ACCUMULATIVE SICK LEAVE

As of July 1st, 1971, all A. P. S. A. members shall be entitled to twelve (12) sick days at full pay each contract year as of the first official day of said contract year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from contract year to contract year with no maximum limit.

B. NON-ACCUMULATIVE LEAVE

Upon the recommendation of the superintendent the Board may grant to A. P. S. A. members additional paid sick days.

ARTICLE XITEMPORARY LEAVES OF ABSENCE

A. As of July 1st, 1971, A. P. S. A. members shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. 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."

2. 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, 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.

3. Other leaves of absence with pay may be granted by the Board for good reason.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the A. P. S. A. member is entitled.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

A. The Board agrees that one (1) A. P. S. A. member may upon request and approval of the superintendent be granted a leave of absence without pay for one 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. An A. P. S. A. member shall notify the superintendent of her pregnancy as soon as it is medically confirmed. Said member may request a maternity leave without pay and said leave may be granted. The leave shall become effective 3-5 months prior to the anticipated date of birth of the child and shall terminate twelve (12) months after the birth of the child, except in cases of stillbirth, in which case the A. P. S. A. member may elect to return to her position at an earlier date. Upon the recommendation of the superintendent and the approval of the Board, an A. P. S. A. member may leave at a later date or return at an earlier date than provided herewith. Any female A. P. S. A. member adopting a child under school age may receive similar leave which shall commence upon her receiving de facto custody of said child, or earlier if necessary, to fulfill the requirements for the adoption. No A. P. S. A. member on maternity leave, shall on the basis of said leave, be denied the opportunity to substitute in the Parsippany-Troy Hills School District in the area of her certification or competence.

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

F. 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 a position similar to that which he held at the time said leave commenced.

G. All extensions or renewals of leaves shall be applied for in writing and the disposition shall be in writing.

H. 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 or more years of continuous full time service in the Parsippany-Troy Hills Schools 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.

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 adjustments.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. SAVINGS CLAUSE

Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this agreement to employees covered by this agreement as established by the rules, regulations and/or policies of the Board in force on said date, 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 nor otherwise detract from any A. P. S. A. member's benefit existing prior to its effective date.

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B. 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.

C. REOPENING NEGOTIATIONS

It is the intent of the parties that all provisions of this contract be in effect until its expiration date. All contract provisions may be open for renegotiations at the end of each year by request of either party.

ARTICLE XV

DURATION OF AGREEMENT

A. DURATION PERIOD

This agreement shall be effective as of July 1, 1971, and shall continue in effect until June 30, 1974, subject to the Association's right to negotiate over a successor agreement as provided herein and as specified in Article XIV, Section C. 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 Kenneth R. Werner
President

by Betty S. Minor
President

by Mary Jane Park
Secretary

by Joseph R. Windish
Secretary

SCHEDULE A1971-72 CONTRACT YEAR

<u>Guide</u>	<u>#1</u>	<u>#2</u>	<u>#3</u>	<u>#4</u>
Step 1	1.20	1.250	1.325	1.40
2	1.225	1.275	1.350	1.425
3	1.250	1.30	1.375	1.450
4	1.275	1.325	1.40	1.475
5	1.30	1.350	1.425	1.50
6	1.325	1.375	1.450	1.525
7-10	1.350	1.40	1.475	1.550
11	1.375	1.425	1.50	1.575

Provisions:

1. The maximum increase that any A. P. S. A. member shall receive will be \$1700. The only exception to this will be for any member moving from one educational level to another. This member shall receive the difference between the levels at his step and ratio plus the \$1700.
2. All present A. P. S. A. members shall be placed on the appropriate experience and educational training level of their respective guides.
3. Initial placement on guide shall be determined by Superintendent.
4. All ratios applied to the previous year's teaching guide maximum at the appropriate educational training level for the individual A. P. S. A. member.
5. Each A. P. S. A. member shall be placed on his next step of the appropriate administrative salary schedule upon the recommendation of the Superintendent as of July 1st of the succeeding school year.
6. A. P. S. A. members shall be notified of their contract and salary status for the ensuing year no later than April 30th.
7. Notice of intent will be returned to Board Secretary no later than May 14th.
8. Full time secondary assistant principals, data processing manager, coordinator curriculum materials shall be placed on Guide #1.
9. Elementary school principals, director vocational education and director of adult education shall be placed on Guide #2.
10. Junior high school principals, middle school principals and director of special services shall be placed on Guide #3.
11. Senior high school principals shall be placed on Guide #4.

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SCHEDULE B

1972-73 CONTRACT YEAR

	<u>Guide</u>	<u>#1</u>	<u>#2</u>	<u>#3</u>	<u>#4</u>
Step	1	1.250	1.30	1.375	1.450
	2	1.275	1.325	1.40	1.475
	3	1.30	1.350	1.425	1.50
	4	1.325	1.375	1.450	1.525
	5	1.350	1.40	1.475	1.550
	6	1.375	1.425	1.50	1.575
	7-10	1.40	1.450	1.525	1.60
	11	1.425	1.475	1.550	1.625

All provisions from Schedule A, except #1, will apply to Schedule B.

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SCHEDULE C

1973-74 CONTRACT YEAR

<u>Guide</u>	<u>#1</u>	<u>#2</u>	<u>#3</u>	<u>#4</u>
Step 1	1.30	1.350	1.425	1.50
2	1.325	1.375	1.450	1.525
3	1.350	1.40	1.475	1.550
4	1.375	1.425	1.50	1.575
5	1.40	1.450	1.525	1.60
6	1.425	1.475	1.550	1.625
7-10	1.450	1.50	1.575	1.650
11	1.475	1.525	1.60	1.675

All provisions from Schedule A, except #1, will apply to Schedule C.