

Contract # 405

ABA
Contract
1987 ~ 1990



*Between the Bridgeton Bd. of Education
and the
Association of Bridgeton Administrators*

BRIDGETON PUBLIC SCHOOLS
Bridgeton, New Jersey

AGREEMENT BETWEEN

BRIDGETON BOARD OF EDUCATION AND
ASSOCIATION OF BRIDGETON ADMINISTRATORS

FOR SCHOOL YEARS: 1987-1990
(Beginning July 1, 1987, Ending June 30, 1990)

ARTICLE ONE
RECOGNITION

- 1.1 The Board of Education, hereafter called the Board, hereby recognizes the Association of Bridgeton Administrators, hereafter called the A.B.A., as the majority and exclusive representative of principals, assistant principals, guidance directors, supervisors, coordinators, psychologists, social workers, learning disability teacher consultants, department heads, supervisors, and directors for the purpose of collective negotiations concerning terms and conditions of employment.
- 1.2 Unless otherwise indicated, the term employee when used hereinafter shall mean all employees eligible for representation by the A.B.A., and reference to male employees shall include female employees as well.
- 1.3 The negotiating unit as defined in 1.1 includes employees on authorized leaves of absence as well as employees under contract.
- 1.4 No substitute employees shall be represented by the A.B.A.
- 1.5 Only the classes of employees specifically mentioned in 1.1 shall be included in the present negotiating unit.

ARTICLE TWO
NEGOTIATION PROCEDURE

- 2.1 The Board and the A.B.A. agree to enter into collective negotiations over a successor Agreement in a good-faith effort to reach agreement on all negotiable matters concerning terms and conditions of employment.
- 2.2 The A.B.A. shall submit to the Board a complete list of negotiations proposals for the successor agreement to this document on or before the first negotiating session between the parties which shall be held no later than 120 days prior to the Board's budget submission date.
- 2.3 Neither the Board nor the A.B.A. shall have any control over selection of the negotiating team of the other party.
- 2.4 During negotiations the Board and the A.B.A. negotiating teams shall have the right to present relevant data, to exchange points of view, and to make proposals and counterproposals.
- 2.5 The Board shall make available to the A.B.A. upon specific request, all records, data, and public information of the Bridgeton, New Jersey, School District that the Board and A.B.A. deem pertinent to the negotiations.
- 2.6 Any successor Agreement shall apply to all employees in the negotiating unit.
- 2.7 Any successor Agreement shall be reduced to writing and adopted and signed by the A.B.A. and Board.

- 2.8 If a negotiations session is postponed by either party, it shall be rescheduled within the succeeding ten (10) calendar days except by mutual agreement.

ARTICLE THREE

GRIEVANCE PROCEDURE

- 3.1 A grievance shall mean an allegation by an employee of the A.B.A. that a provision of this agreement has been violated or that an administrative decision above this level was unsatisfactory.
- 3.2 Procedure:
- 3.2.1 **Step 1**—Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to solve it informally. All grievances must be filed within thirty (30) calendar days of their occurrence.
- 3.2.2 **Step 2**—If the aggrieved employee is not satisfied with the decision at Step 1, he may appeal that decision to the Superintendent within ten (10) school days after he receives the decision at Step 1. This grievance shall be filed on the proper form. The date, time, place, and article of the agreement which he feels was violated must be stated on this form. Within five (5) school days after receipt of the written grievance, the Superintendent shall communicate his decision, in writing, to the employee, giving reasons for his decision. A copy of the decision shall be sent to the chairman of the Professional Relations Committee of the A.B.A.
- 3.2.3 **Step 3**—If the aggrieved employee does not accept the decision rendered at Step 2 above, he shall have the right to appeal the decision rendered to the Professional Relations Committee. Within ten (10) school days after the decision in Step 2 is rendered, the Professional Relations Committee shall determine the merit of the grievance: (a) if it is concluded that the grievance has merit, it shall be recommended that the decision rendered in Step 2 be appealed to the Board; (b) if it is determined that the grievance has no merit, the Professional Relations Committee shall so advise the person or persons and a copy of the decision shall be forwarded to the Superintendent; (c) if the aggrieved person (or persons) is not satisfied with the decision of the Professional Relations Committee, an appeal may be made to the Board of Education; (d) if the aggrieved party does not accept the decision rendered in Step 2, an appeal may be made directly to the Board without the Professional Relations Committee reviewing it; (e) any appeal to the Board shall be within fifteen (15) school days after the decision in Step 2 is rendered and shall be in writing stating the grievance and the reasons for not accepting the decision rendered in Step 2; (f) within fifteen

(f) within fifteen (15) school days after receipt of the written appeal, the full Board shall hear the grievance; (g) within fifteen (15) school days after hearing the grievance, the Board shall notify the person (or persons) of its decision in writing, stating reasons for its decision and sending a copy of its decision to the chairman of the Professional Relations Committee.

3.2.4 **Step 4**—If the aggrieved employee does not accept the Board's decision rendered in Step 3, within five (5) school days after the decision in Step 3 is rendered, he shall request, in writing, that the chairman of the Professional Relations Committee submit his grievance to arbitration. A copy of such request shall be sent to the Superintendent of Schools.

(a) If the Professional Relations Committee determines that the grievance should be pursued, it shall notify the member or members concerned and the Board of its decision and recommend that the grievance be submitted to arbitration not later than fifteen (15) school days after receipt of the request from the aggrieved employee.

(b) Nothing contained in this article shall prevent the aggrieved person or persons from exercising his/her right to pursue the grievance in accordance with the provision of the A.B.A. contract or any applicable statutes.

(c) Within ten (10) school days after such written notice, the Board and the Professional Relations Committee or the individual in question shall attempt to agree on a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.

(d) If the parties are unable to agree on an arbitrator or to obtain a commitment from an agreeable arbitrator within a specified period, a joint request shall be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(e) If the parties are unable to pick a mutually acceptable arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.

(f) If the parties are unable to agree on a mutually acceptable arbitrator within ten (10) school days after the second roster of names is received, either party may request that the American Arbitration Association designate an arbitrator.

(g) The arbitrator shall render a decision based on the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the agreement between the Board and the A.B.A. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which violates the terms of this agreement. The arbitrator shall render his decision not later than twenty (20) school days after hearings have been completed.

It shall be in writing and shall give his findings and reasons for the decision. The decision of the arbitrator shall be final and binding on both parties.

(h) Only the Board and the aggrieved employee and his representative shall receive copies of the arbitrator's decision.

(i) Fees and expenses of the arbitrator, including costs of the hearing room, shall be shared equally by both parties. Each party shall bear the expenses incurred by themselves.

(j) If the arbitration proceedings require the aggrieved employee or his Board-employed representatives to leave their regular places of employment, and if their absence necessitates the services of substitute employees, the Board will pay the cost of the substitutes; but the time lost by the aggrieved employee and his representative shall be without pay.

3.2.5 **Step 5**—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 decision within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

3.2.6 **Step 6**—Any aggrieved employee may be represented at any or all steps of this procedure by himself, or, at his option, by a representative selected or approved by the A.B.A. When an employee is not represented by the A.B.A., the A.B.A. shall have the right to be present and to state its views at any or all steps of the proceedings.

3.3 No reprisals of any kind shall be taken by the Board against any employee represented by the A.B.A. for his having participated in a grievance proceeding.

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

3.5 Forms for filing grievances, serving notices, filing appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent of Schools and the A.B.A. and given appropriate distribution in order to facilitate smooth functioning of the grievance procedure.

ARTICLE FOUR
EMPLOYEE RIGHTS

- 4.1 The Board hereby agrees that every employee eligible for representation by the A.B.A. negotiating unit shall have the right freely to organize, join, and support the A.B.A. for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly selected body, exercising governmental power under color of law and the State of New Jersey, the Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by laws of the State of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to working hours, wages, or any terms or conditions of employment by reason of his membership in the A.B.A., his participating in any legal activities of the A.B.A., collective negotiations with the Board, or his institution of any grievance under this agreement.
- 4.2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 4.3 No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to grievance procedure set forth in ARTICLE THREE.
- 4.4 Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his office, position, employment or any salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the A.B.A. present to advise him and to represent him during such a meeting or interview.
- 4.5 Evaluations or observations shall be performed only by those professional administrative employees possessing an appropriate supervisory certificate.

ARTICLE FIVE
A.B.A. RIGHTS AND PRIVILEGES

- 5.1 The Board agrees to furnish to the A.B.A. in response to specific and reasonable requests, available information concerning the financial resources of the district, including annual financial reports, school audits, register of certificated personnel, enrollment data, names and addresses of all employees, and agenda and minutes of all public meetings.

- 5.2 Whenever any representative of the A.B.A. or any employee 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 shall not be charged with a personal day.
- 5.3 Representatives of the A.B.A., pertinent affiliates and representatives of the New Jersey Principals and Supervisors Association, pertinent affiliates and representatives of the NASSP and the NAESP, with permission of the Superintendent, shall be permitted to transact official A.B.A. business on school property, provided that this shall not interfere with or interrupt normal school operations.
- 5.4 The A.B.A. and its representatives shall have the privilege of using school buildings at all reasonable hours for meetings. Approval of the Superintendent shall be required. The Superintendent will notify the building principal.
- 5.5 The A.B.A. shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary.
- 5.6 The rights and privileges of the A.B.A. and its representatives as set forth in this agreement shall be granted only by the A.B.A. as the majority and exclusive representative of employees eligible for representation by the negotiating unit as defined in ARTICLE ONE.

ARTICLE SIX

EMPLOYMENT

- 6.1 All salaries listed on the A.B.A. salary guides are for a Masters Degree.
- 6.2 The column range allowance for a Masters Degree plus thirty (30) graduate credits is seven hundred dollars (\$700).
- 6.3 The column range allowance for an earned Doctorate is fourteen hundred dollars (\$1,400).
- 6.4 Employees shall be notified of their contract and salary status for the ensuing year not later than April 30.
- 6.5 All principals, assistant principals, and guidance directors will arrive at their respective schools at least one-half hour before school begins and remain in school at least one hour after the dismissal of students.
- 6.6 All A.B.A. members assigned to the Administrative Office Building will work from 8:00 a.m. to 4:00 p.m. Employees will be assigned to the Administration Building at the discretion of the Superintendent of Schools or his designee. Itinerant personnel will be required to give destination upon leaving the building during working hours.
- 6.7 All 12-month employees shall be entitled to four weeks vacation, with pay, during the summer months when school is not in session. Any exceptions to the time of scheduled vacations must be approved by the Superintendent of Schools. Anyone promoted from within or hired from

without the system will be entitled to the said four weeks vacation. Anyone promoted or hired after January 31 will be entitled to two weeks vacation during the summer months, when school is not in session.

ARTICLE SEVEN

SALARIES

- 7.1 The salary schedules for all employees eligible for representation by the A. B. A. negotiating unit are set forth in the salary scales which are attached hereto and made a part of this agreement. All salaries listed are based on a Master's Degree.
- 7.2 Each employee must be placed on the proper step on the Administrative, Specialist, Supervisors or Department Heads salary guide as indicated in this agreement, if hired or promoted prior to January 31 of the school year. Any employee hired after January 31 will be placed on the proper step of the Administrative, Specialist, Supervisors, or Department heads salary guide and will remain at that step for the next school year.
- 7.3 Ten-month employees may individually elect to have ten percent (10%) of their monthly salaries deducted from their pay and deposited in the Board's account. Employees wishing to have such an arrangement shall notify the Business Office. One-half the total amount will be paid on July 15 and the other half on August 15. Two self-addressed stamped envelopes must be given to the payroll bookkeeper before leaving school in June.
- 7.4 Employees shall be paid twice monthly, on the fifteenth and last day of each month. In the event that the regular pay day falls on a weekend or school holiday, pay day shall be the last working day preceding the weekend or holiday.
- 7.5 Any person crossing over from the teacher's bargaining unit to the administrator's bargaining unit shall have his/her salary established by receiving an 8% increase over the salary being received on the appropriate step of the teacher's salary guide.

ARTICLE EIGHT

FRINGE BENEFITS

- 8.1 **EDUCATIONAL IMPROVEMENT:** Eligibility for reimbursement is entirely dependent upon the employee's meeting the state requirement for certification in his position and completion of his Masters Degree. The Board agrees to reimburse employees the tuition costs up to six graduate credits per school year. The school year defined for the purpose of reimbursement shall be September 1 to August 31 of the current school year. Reimbursement shall be based on Glassboro State College's current tuition rates for graduate studies. Employees must satisfactorily complete a graduate course of study and present evidence

of satisfactory completion to the Superintendent of Schools not later than April 30 for courses taken during the fall semester and not later than December 1 for courses taken during the spring semester and summer months. To be eligible for reimbursement, graduate courses must have prior approval by the Superintendent of Schools and must be in the educational field or related to the employee's work and must be actually taken during the school year for which reimbursement is requested. Carry-over of credits from one year to another for the purpose of increased reimbursement shall not be permitted.

- 8.2 All elementary schools shall have a 180-day secretary.
- 8.3 Twelve-month employees shall receive twelve (12) sick days per year; ten-month employees shall receive ten (10) sick days per year.
- 8.4 All employees shall receive two (2) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the Superintendent for personal leave shall be made at least forty-eight (48) hours before taking such leave (except in the case of emergency) and the applicant for such leave shall not be required to state the reasons for taking such leave other than he is taking it under this section. No personal leave may be used on days preceding or following holidays. In cases of emergency, the Superintendent must be contacted and notified of the emergency.
- 8.5 The Board shall reimburse the employee for travel on professional business. When a personal auto is used for school business, reimbursement for travel shall be at the rate of twenty-one (21) cents per mile when an application is made on the standard voucher. If travel includes toll, the toll shall be reimbursed, also.
- 8.6 The Board of Education agrees to be the collecting and forwarding agent for a tax sheltered annuity, if a sufficient number of employees satisfactory to the carrier elect such a program.
- 8.7 Employees may individually elect to have monthly deductions from their salaries in elected denominations for payment to the Cumberland Teachers Federal Credit Union. However, the amount of the monthly deduction elected initially shall remain in effect until July 1, at which time the employee may elect to change and establish the amount of the deduction until the ensuing July 1. All requests for a change in the amount of the monthly deduction must be made on or before July 1. Employees desiring to establish such an arrangement shall notify the Business Office and complete all required forms.
- 8.8 **INSURANCE:** The Board shall give written notification at the time of hiring of all employees new to the district, that the responsibility for filling out the proper cards rests with the employee. No employee shall be covered unless he has requested coverage and has signed the necessary documents.
- 8.9 The Board agrees to pay the premiums which shall provide the health care insurance protection designated below:

- A. The Board shall pay the full premium for employee, family, and dependent coverage where eligible, which consists of Blue Cross, Blue Shield, Rider J, and Major Medical Coverage. Such premium payments shall be for the full 12-month period of the coverage year and shall continue every year thereafter.
 - B. The Board agrees to pay full family drug and prescription plan (\$1.00 co-pay) for all employees, carrier to be named by the Board.
 - C. Duplicate coverage for Blue Cross and Blue Shield, Rider J, and Major Medical will not be permitted.
 - D. The Board of Education shall provide a Full Family Dental Plan identified as New Jersey Dental Service Plan Number III, premium to be paid by the Board of Education for all employees in the bargaining unit. Said plan shall provide for the following: (1) 50/50 co-pay; (2) \$1,000 maximum benefit for each family member per year; (3) Orthodontic coverage not to exceed a maximum of \$1000 per year.
- 8.10 Upon retirement, all professional employees shall be given a retirement bonus calculated by multiplying the number of unused sick days accumulated by the individual, times the rate of ½-pay for fully certificated substitute teachers that is being paid in the Bridgeton District at the time of the individual's retirement. Personnel must have at least 15 years service in the Bridgeton School System.
- 8.11 A.B.A. members shall, during the term of this agreement, be provided the insurance programs and levels of coverage provided the B.E.A.

ARTICLE NINE

TERMS OF THIS AGREEMENT

- 9.1 The term of this agreement shall run from July 1, 1987 to June 30, 1990, inclusive.
- 9.2 During the term of this agreement, neither the Board nor the A.B.A. shall be required to negotiate with respect to any matters which were or which could have been the subject of negotiation, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement, with the exception of remunerations which are considered extras.
- 9.3 This agreement shall not be modified in whole or in part by the parties except by an instrument in writing and duly executed by both parties.
- 9.4 Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced to writing and adopted and signed by the A.B.A. and the Board.
- 9.5 Failure of either party to keep any part of this agreement does not automatically make the entire agreement void.

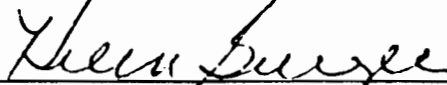
9.6 **MANAGEMENT RIGHTS:** It is the intention of the parties hereto that all rights, powers, prerogatives, and authority which the said Board now has or had prior to the signing of this agreement are retained by the Board, except for those which are specifically abridged or modified by this agreement. Such abridgement or modification shall be to the extent specifically set forth in this agreement only and such abridgements or modifications are to be strictly construed. It is agreed by and between the parties hereto that the management rights set forth below are not subject to the grievance procedures set forth in ARTICLE THREE thereof.

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations; (a) to direct employees of the Board; (b) to hire, promote, transfer, assign, and retain employees in positions in the district and for just cause, to suspend, to demote, discharge or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain the efficiency of the district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted and; (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

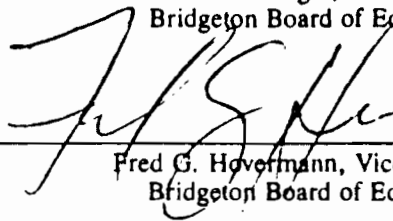
9.7 Nothing contained in this agreement shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the New Jersey School Laws or any other nation, state, county, or local laws as they pertain to operation of the school district.

The Bridgeton Board of Education and the Association of Bridgeton Administrators agree to the Contract as proposed for 1987-1988, 1988-1989, and 1989-1990.

BRIDGETON BOARD OF EDUCATION

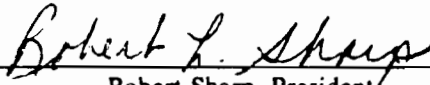


Helen Burger, President
Bridgeton Board of Education

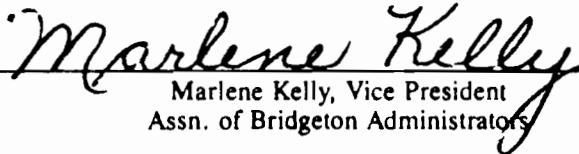


Fred G. Hovemann, Vice President
Bridgeton Board of Education

ASSOCIATION OF BRIDGETON ADMINISTRATORS



Robert Sharp, President
Assn. of Bridgeton Administrators



Marlene Kelly, Vice President
Assn. of Bridgeton Administrators

Date: April 15, 1988