

Contract no. 1439

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7/27/92

AN AGREEMENT
BETWEEN
THE BUTLER BOARD OF EDUCATION
AND
THE BUTLER ADMINISTRATORS ASSOCIATION
JULY 1, 1990
TO
JUNE 30, 1993

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ARTICLE I

RECOGNITION

A. Unit

In accordance with N.J.S.A. 34:13A-1, the Board recognizes the Butler Administrators Association, hereinafter known as "the Association," as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified Principals, Assistant Principals, Director of Student Support Services, hereinafter referred to as Administrators, under contract or on leave, employed by the Butler Board of Education, hereinafter known as "the Board."

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. 1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1 et seq., in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment and matters of mutual concern. Such negotiations shall begin not later than February 15 of the school year in which this Agreement expires. Any agreement so negotiated shall apply to all employees included in the Recognition Article, be reduced to writing, and be submitted to the Board and the Association for ratification.
2. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.
- B. Neither party in all negotiations shall have 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, pending ratification by the Board and the Association.
- C. Meetings may be cancelled by mutual consent of the parties.
- D. The Board agrees not to negotiate concerning certified employees in the negotiating unit as defined in Article I of the Agreement, with any organization other than the Association for the duration of this Agreement.

- E. 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 PROCEDURES

- A. In the event that a member of the Association feels that he has a grievance, he must present his case to a majority of the officers of the Association within thirty (30) school days. They will accept or reject his complaint. If accepted, the Association shall make a written presentation to the Superintendent of Schools within fifteen (15) school days of receipt of the grievance. If, after fifteen (15) days, no answer is received, or the Association disagrees with the Superintendent's decision, it may present the case in writing to the members of the Board. Steps to resolve the question shall be taken at the next nonpublic meeting of the board, unless one is not scheduled for three (3) weeks. In that event, the Board shall contact the Association to arrange a special meeting.
- B. If the aggrieved person is not satisfied with the disposition of the grievance or if no decision has been rendered within fourteen (14) days of the Board review, the aggrieved person may request arbitration, and shall so notify the superintendent, in writing, within five (5) days of receipt of the Board's decision, but in no case longer than sixty (60) days after submitting the grievance to the Board for review.
- C. The parties shall be bound by the rules and procedures of the American Arbitration Association. The arbitrator shall have no authority or power to add to, delete, disregard or modify any provisions of this Agreement.
- D. Any grievance supported by the Association and not resolved to the satisfaction of the employee after review by the Board of Education, shall at the request of the Association be submitted to advisory arbitration agreeable to all parties.
- E. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, and subsistence expenses, if any, shall be borne equally by the Board and the Association. Any other expenses incurred, shall be paid by the party incurring same.

ARTICLE IV

ASSOCIATION AND EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby agrees that every administrator employed by 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.

B. Matters Not Covered

The parties agree that by mutual consent they will consult and negotiate and mutually agree on matters not covered by this Agreement which are proper subjects for collective bargaining.

C. 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.

ARTICLE V

LEAVES OF ABSENCE

A. Sick Leave

1. Employees shall have ten (10) days sick leave per year, cumulative without limit, as specified in Title 18A. Employees employed for eleven (11) or twelve (12) months shall have eleven (11) or twelve (12) sick days respectively. Employees initially hired after the first month of their work year shall be granted one day of sick leave per month remaining in the work year. All sick leave days shall be credited to the employee as of the first day of employment.
2. Unit members shall be given a written accounting of accumulated sick leave no later than September 30th of each school year.
3. A doctor's certificate may be required for any unit member for an illness at any time by the Superintendent.

B. Child Care

1. A leave of absence without pay for the birth or adoption of a child will be granted any tenured unit member and may be granted any non-tenured unit member in good standing.
2. The maximum period of time for any maternity leave shall be no longer than one (1) year from the next September 1st.

C. Military

Any unit member who is drafted into the defense forces of the United States shall receive leave without pay. State and Federal laws shall be applied concerning reinstatement and accrued benefits of a unit member in his position.

D. Death

1. A unit member may be absent from school without loss of pay for the days school is in session during a seven (7) calendar day period immediately following the death of a member of the immediate family (parent, child, grandchildren, sister, brother, husband, wife or any other member of the household living with the unit member as a permanent member of the home).
2. Absence without loss of pay for one (1) day is allowed for death of a relative outside of the immediate family or of a close friend.
3. A unit member may be absent from school without loss of pay for the days school is in session during a three (3) day period immediately following the death of (mother-in-law, father-in-law, brother-in-law, sister-in-law).

E. Personal

1. Employees will be allowed (2) days per year without loss in pay for personal business which cannot be handled outside of school hours, such as court subpoena, title closing, marriage of a family member, and emergencies if approved by the Superintendent, and shall not be required to state the reason for taking these days other than that he is taking them under this section. Unused personal days shall be added to accumulated sick leave days.
2. Employees will be required to state the reason for taking these days if:
 - a. The personal day is requested the day before or the day after a holiday or vacation.

- b. The personal day is requested prior to September 15 or after June 15.
3. Three (3) days prior written request or notice is required in above paragraphs 1. and 2.

F. Sabbatical

1. One-year's Sabbatical leave of absence to be spent in study or travel, or both, or any other reason approved by the Board, may be granted upon recommendation of the Superintendent at the Board's discretion.
 - a. Requests will be considered from unit members who have completed seven (7) years' service in the Butler Public Schools.
 - b. Requests shall be made to the Superintendent on the proper form and shall delineate the plan of study or travel.
 - c. Seven (7) years must elapse between sabbatical leaves of a particular unit member.
2. An approved Sabbatical leave of absence shall carry a grant of one-half (1/2) salary.
3. Sabbatical leaves of absence are subject to the following provisions:
 - a. Personnel who accept a Sabbatical leave of absence agree to return to the Butler Public Schools and to remain on the staff of the Butler Schools for three (3) years. Requests to be released from this obligation must include an offer to reimburse the Butler Board of Education according to this formula:
 - (1) A person who requests a release for the entire three (3) years shall agree to repay the entire amount received from the Board during the Sabbatical leave.
 - (2) A person who completes one (1) year of service after the Sabbatical before requesting a release shall agree to repay two-thirds (2/3) of the total received during the Sabbatical leave.
 - (3) A person who serves two (2) years after returning from a Sabbatical leave before requesting a release shall agree to repay one-third (1/3) of the amount received during the Sabbatical leave.

- b. Requests for Sabbatical leave must be made before March 1st for the year in which the leave is to take place.
- c. Sabbatical leaves of absence shall begin July 1st and terminate June 30th.
- d. During the period of the Sabbatical leave of absence, personnel may not engage in any remunerative employment without written permission from the Superintendent.
- e. During the Sabbatical leave of absence, personnel will report to the Superintendent fully, in writing, (October 31, January 31, March 31, June 30, and at other times on request) concerning their progress in those activities for which leave was granted, and will report specifically any information gained during the leave which might be of value to the Butler Public Schools. The final report will include a summary of all experiences and conclusions drawn which may have bearing on the future performance of their duties and which suggest possible improvements for the Butler Public Schools.

G. Good Cause

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

ARTICLE VI

WORK YEAR

All administrators shall be employed on a twelve (12) month basis except for regularly scheduled vacation days (twenty-two (22) vacation days) and those days in which school is not in session. Vacation days are to be taken in the school year following the school year in which the vacation days are earned. The Board may waive this requirement for extenuating circumstances, in which case the vacation days must be used within one year. Vacation schedules should be submitted to the Superintendent prior to the end of the current school year.

ARTICLE VII

TUITION REIMBURSEMENT

Any administrator possessing a valid administrative certificate who continues his professional growth through enrollment in graduate courses related to his professional responsibilities, and with the Superintendent's approval, shall be reimbursed for their tuition at the end of the school year (June 30) with submission of proof that the courses have been successfully completed, with a grade acceptable to the college for its graduate program, provided they are still employed by the Board. Reimbursement for courses taken at New Jersey State Colleges shall be limited to the existing per graduate credit cost of New Jersey State Colleges. Reimbursement for college courses taken at other than New Jersey State Colleges shall be limited to the existing New Jersey State College graduate credit cost plus twenty-five percent (25%) of the tuition cost and the non-state college tuition credit cost. Reimbursement shall be limited to a maximum of nine (9) credits per year starting July 1, and ending June 30.

ARTICLE VIII

MILEAGE REIMBURSEMENT

Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of twenty-five and one-half cents (\$.25-1/2) per mile for all driving done after arrival at the first location at the beginning of their work day.

ARTICLE IX

SALARIES AND BENEFITS

A. Insurance Protection

The Board shall provide the health-care insurance coverage as presently provided. The Board shall pay the full premium for each eligible employee and his/her eligible dependents.

The insurance carrier shall be selected solely by the Board for the duration of this Contract.

The Board shall continue the Dental Care Health Insurance Program provided for the 1986/87 contract year and shall pay the full premium for each employee and his/her eligible dependents.

The Dental Care Health Insurance Carrier shall be selected by the Board and approved by the Association for the duration of this Contract.

The Board shall provide Prescription Drug Benefits for each eligible employee member and his/her eligible dependents. The Prescription Drug Service shall be selected by the Board and approved by the Association for the duration of this Contract. Effective July 1, 1992, the prescription insurance co-pay shall be five dollars (\$5.00).

B. Longevity Payments

The following longevity payment policy shall apply to administrators for service in the Butler Public Schools.

15 years	\$ 527
20 years	1,129
25 years	1,805
30 years	2,559
35 years	3,387
40 years	4,291

Administrators employed prior to July 1, 1990 who are receiving a longevity payment in excess of the amounts listed above will continue to receive the higher amount until he/she advances to the next longevity step. Upon advancement to the next longevity step the administrator shall receive the longevity payment as set forth in the above chart.

C. Salaries

1. For the 1990-91 school year the total salary increase will be \$2,750 paid to the Butler Administrators Association members.
2. For the 1991-92 school year the total salary increase will be \$2,850 paid to the Butler Administrators Association members.
3. For the 1992-93 school year the total salary increase will be \$2,900 paid to the Butler Administrators Association members.
4. In addition to the above, the Director of Student Support Services shall receive a salary increase of \$1,000 in 1991-92 and an additional \$1,000 in 1992-93.

D. Physical Examination

The Board will pay for Administrators' physical exams only when required by the Board of Education.

E. Professional Activities

1. Association members may be allowed to attend State and National Conventions, subject to prior approval by the Superintendent and Board of Education. Only approved conventions will be considered for a total cost of \$400 per in-State convention and \$700 per out-of-State convention. This includes all costs: travel, food lodging, registration, etc. The total amount per year cannot exceed \$700 per person for all combinations of individual conventions. Itemized receipts shall be submitted. A conference report shall be submitted to the Board.
2. Failure to submit the required conference report shall result in forfeiture of the right to conference expenses as set forth herein. In the event the conference expenses were paid in advance the Board shall have the right to recover the advance payment through payroll deduction.

F. Unused Sick and Personal Days

Payment for "unused sick and personal days" will be honored only for the present administrators who have accumulated fifteen (15) years or more service in the District as of July 1, 1992. Reimbursement for unused sick days will be at the following rate:

1. One (1) day's pay for each five (5) unused sick days up to one hundred (100) days.
2. One (1) day's pay for each four (4) unused sick days between one hundred one (101) and three hundred (300) days.
3. One (1) day's pay for each three (3) unused sick days from three hundred one (301) to infinity.

A day's pay shall be one two hundredth ($1/200$) of the contractual salary of a unit member employed on a ten (10) month contract, or one two hundred fortieth ($1/240$) of the contractual salary of a unit member employed on a twelve (12) month contract for the year prior to retirement.

The unit member shall provide the Board of Education with a written notice of intention to retire at least twelve (12) months prior to the intended date of retirement.

ARTICLE X

LEGALITY OF AGREEMENT

In the event that any portion of this Contract shall be deemed to be in violation of the law, the remainder of the Contract shall remain in full force and effect.

ARTICLE XI

DUES DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of the Butler Administrators for County, State, and National dues or any one or any combination of such associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to a designated representative of the Butler Administrators Association by the 15th of each month following the monthly pay period in which deductions were made. Employee authorizations and requests shall be in writing to the Board of Education.

MEMBERSHIP DUES

- A. Effective July 1, 1990 the Board will pay three hundred ten dollars (\$310) per year per Administrator for membership dues in professional organizations.
- B. Effective July 1, 1991, the Board will pay three hundred ten dollars (\$310) per year per Administrator for membership dues in professional organizations.
- C. Effective June 30, 1992 the Board's payment of membership dues shall cease. The Board will no longer pay or subsidize any administrator's dues or membership charges for any organization professional or otherwise.

ARTICLE XII

FULLY BARGAINED PROVISION

This Agreement is all-inclusive and any sidebar agreements existing prior to the effective date of this Agreement are no longer valid unless incorporated herein. The parties further agree that all references to or reliance upon other collective bargaining agreements are no longer valid unless incorporated herein.

ARTICLE XIII

DURATION OF CONTRACT

The duration of this Agreement shall be from July 1, 1990 to June 30, 1993.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives and/or officers.

BUTLER ADMINISTRATORS ASSOCIATION

John J. Rossi
Representative

James C. Smith
Representative

Date 24 AUG 1992

BUTLER BOARD OF EDUCATION

George J. Barkings
President

Annette Puntero
Secretary

Date 8/24/92