

CONTRACTUAL AGREEMENT
BETWEEN

THE PINE HILL PRINCIPAL'S & SUPERVISOR'S
ASSOCIATION

AND

THE
PINE HILL BOARD OF EDUCATION

JULY 1, 1994 - JUNE 30, 1997

ARTICLE I

RECOGNITION

- A. In accordance with Chapter 123, Public Laws of 1974, the Pine Hill Board of Education hereby recognizes the Pine Hill Principal's and Supervisor's Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all administrative personnel in the district whether under contract, on leave, on a per diem basis, employed or to be employed by the Board, but not including the Superintendent of Schools and the Board Secretary/Business Administrator.

ARTICLE II

NEGOTIATIONS PROCEDURES

- A. The Board and the Association shall engage in good faith bargaining in accordance with the schedule established by law.
- B. In preparation for and during negotiations, the Board shall provide relevantly data requested by the Association.
- C. Whenever any member of this Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay and/or benefits.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

The term "*grievance*" means a complaint by any employee that, as to him, there has been an equitable, improper, or unjust application, decision affecting said employee.

The term "*employee*" shall mean any member of the bargaining unit as defined in Article I of this agreement.

The term "*representative*" shall include the Superintendent or any person designated by the Superintendent or by the Board to act on its or their behalf and to represent it or them.

The term "*immediate*" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

The term "*party*" means an aggrieved employee, his immediate superior, the school principal, or any staff member below the Superintendent in connection with the procedure herein established.

B. Purpose

1. The purpose of the grievance procedure is to secure at the lowest possible level an equitable and just solution to problems which may arise from time to time affecting the terms and conditions of employment.
2. The intent is also to secure uniform and appropriate methods of resolving disputes and problems in a consistent manner. Therefore, this grievance procedure will be sole method to formally resolve such disputes and the final outcomes of this procedure will become the official interpretation and understanding between the Board and the Association.

3. Failure to respond to a grievance within the time limits specified herein will permit the grievance to be presented at the next level. Failure of the grievant to appeal within the time limits specified herein will be deemed to be acceptance of the disposition at the preceding level.

C.

1. A grievance shall be deemed waived and barred and outside the jurisdiction of an arbitrator if it is not presented in writing within twenty (20) school days of the occurrence complained of, or within twenty (20) days after the administrator would be reasonably expected to know of its occurrence.
2. An employee processing an grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or designate a representative to appear with him at any step of the appeal.
4. An employee must first discuss his grievance orally with his immediate superior. In the case of principal, the term "immediate superior" shall be the superintendent.
5. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in paragraph 4 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:
 - (a) the act or omission complained of:
 - (b) the specific article of the contract or policy alleged to be violated:
 - (c) the remedy sought.
6. Within five (5) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

7. Within five (5) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative , if there be one, of his determination.
8. In the event of the failure of the Superintendent to act in accordance with the provisions of paragraph 6 and 7, or, in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party - the dissatisfied party, within ten (10) school days of the determination by him, may appeal to the Board of Education.
9. Where an appeal is taken to the Board, there shall be submitted by the appellant:
 - (a) the writing set forth in paragraph 5 and 7; and
 - (b) a copy of said materials shall be furnished to the Superintendent.
10. If the appellant, in his appeal to the Board does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.
11. The Board of Education shall make a determination within forty-five (45) days from the receipt of the grievance and shall in writing notify the employee, his representative if there be one, the principal and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

12. If the aggrieved person is not satisfied with the disposition of the grievance as determined by the Board, or if no decision has been rendered within forty-five (45) days after the grievance was delivered to the Board of education, a grievance which is based solely upon a claimed violation, misinterpretation or misapplication of the express written in terms of this agreement may be submitted to arbitration. In all other grievances, the disposition of the grievance by the Board of Education shall be final.

The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such 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 procedures of the American Arbitration Association in the selection of an arbitrator.

The costs for the services of the arbitrator, including per diem expenses, 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 Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE IV

INSURANCE PROGRAMS

- A. The Board of Education shall maintain for the duration of this Agreement health, dental, and prescription benefits pursuant to the current PHEA negotiated agreement.
- B. Certificated Administrative staff members shall receive disability insurance coverage.

ARTICLE V

VACATION POLICY

- A. Administrative personnel shall be entitled to the holidays in the school calendar and July 4th (but no less than 19 days).
- B. A member who resigns or retires during the contract year shall receive a cash payment for his/her vacation days.
- C. A member who dies before his/her contract period is complete shall have payment for his/her vacation days to his/her estate.
- D. Vacation may be approved any time during the year. A maximum of five (5) days may be carried over from one year to the next. Should the Board desire, days carried may be reimbursed to the employee pro-rated salary in lieu of carrying them over.
- E. Vacation will be granted by the individual contract. The following table will be used as a guide:

Administrators who have accumulated 15 years of service in the Pine Hill School District will receive 4 weeks vacation time (20) days.

ARTICLE VI

SICK LEAVE

- A. Administrative staff employed on a twelve (12) month basis shall receive twelve (12) sick leave days and four personal days per year. Sick leave days will be accumulative, personal days will not be accumulative. Unused personal days will be converted into sick leave days. There will be cap on accumulative sick leave as it applies to termination pay (as defined in PHEA agreement).
- B. For the duration of this agreement, termination pay reimbursement rates will be as per PHEA agreement.
- C. Employees leaving the district will be paid for unused sick days commensurate with the rates applicable to the specific unit in which he/she served. (For example, when an employee transfers from one unit to another within the District, the pay scale for retirement or termination would stop for the previous unit and begin accumulating for the next unit in cohesion with the date of employment).

ARTICLE VII

LEAVE OF ABSENCE

- A. Administrators shall receive the same beneficial programs as those received by employees whom they supervise.

ARTICLE VIII

ADMINISTRATOR'S RIGHTS AND BENEFITS

- A. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment previously enjoyed shall continue to be so applicable during the terms of the 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.
- B. Nontenured administrators shall be evaluated at least three (3) times per fiscal year commencing July 1 and concluding June 30 by the Superintendent. Tenured administrators shall be evaluated at least once per year by the Superintendent. An appropriate evaluation form shall be mutually developed by the Association and the Superintendent. All such evaluations shall be made in writing, followed within five (5) days by a conference with the administrator and an opportunity to disagree or concur with its content verbally and in writing. Nontenured administrators shall be afforded the rights guaranteed under the New Jersey Commission's decision of Hicks vs. the Pemberton Township Board of Education. All such correspondence shall become part of the administrator's personnel file.
- C. All other administrators shall be evaluated by their immediate superior in accordance with the procedure outlined above. An appropriate evaluation form and procedure shall be designed jointly by the Association and the Superintendent of Schools.
- D. All personnel represented by the Association shall be permitted reasonable perusal of their complete personnel file and be permitted an opportunity to place written communications in such file in response to material placed in file.

- E. Prior notice to appear before the Board of any committee or member including the Superintendent of Schools concerning any matter which could adversely affect the continuation of that administrator in his office, position, or employment or the salary or any increments pertaining thereto, shall be given in writing and shall include the reasons for such meeting or interview.
- F. An administrator shall be entitled to representation of the Association to advise him and represent him at any meeting or interview with the Superintendent, Board or Committee of Board members thereof which might adversely affect his employment status.
- G. Should an administrator be relieved of his duties, the Board will pay an administrator full pay until such time as a decision is rendered adversely by the Commissioner of Education.
- H. Contracts will be issued and salaries established for all administrative employees no later than April 30 of each year.

ARTICLE IX

DUES

- A. Professional membership dues for one (1) County, one (1) State, and one (1) National Association related to job assignments shall be paid in full by the Board of Education.

ARTICLE X

CONTINUING BENEFITS

- A. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and applied as to eliminate, reduce, or otherwise detract from any term or condition of employment existing in the year prior to its effective date and shall be enforced and effective and remain so applicable during the term of this Agreement.

ARTICLE XI

SALARIES

- A. Administrators shall be entitled to \$1400 in tuition reimbursement.
- B. Mileage allowance for authorized school travel in district and out of district, will be twenty - five (.26) cents per mile.
- C. Summer hours shall be in effect be from July 1 to August 31.
- D. Administrative Staff - Work day shall be from 8:00 AM to 4:00 PM. (with no lunch, 8:00 AM, to 3:00 PM.)

However, summer hours may be changed with the approval of the Chief School Administrator. When changes are made to summer hours, the Chief School Administrator will assure that at least one (1) administrator works in accordance with the hours specified in this agreement.

- E. **SALARIES:** For the school year 1994-1995, each administrator will receive a \$2,750.00 increase over his/her 1993-94 salary with the exception of Jim Mc Collum who receives \$3,075.00 over his 1993-94 salary.

For the school year 1995-1996, each administrator will receive a \$3,050.00 increase over his/her 1994-95 salary with the exception of Jim Mc Collum who receives \$3,165.00 over his 1994-95 salary.

For the school year 1996-1997, each administrator will receive a \$3,200.00 increase over his/her 1995-96 salary with the exception of Jim Mc Collum who receives \$3,335.00 over his 1995-96 salary.

- F. Advanced degree status and longevity will be recognized at the same rate as the most current teacher's guide and will become part of the individual administrator's base salary.

ARTICLE XII

MISCELLANEOUS

- A. The negotiated Agreement between the Board and the Association will be printed and distributed at Board and Association expense as soon as possible.
- B. Should this Agreement conclude prior to the completion of a succeeding Agreement, the provisions herein shall continue until the acceptance of such contract officially by both parties.
- C. Nothing herein shall be changed, altered, or deleted, without mutual consent of the Board of Education.

ARTICLE XIII

DURATION

- A. Unless otherwise noted, this Agreement shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1997.
- B. In witness whereof, the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary

Pine Hill Principal's and
Supervisor's Association

Richard Williams
President

Nov 23, 1994
Date

The Pine Hill Board of
Education

Kathleen M. Madigan
President

Carol A. ...
Board Secretary/Business
Administrator

**Pine Hill Administrative Salary
Guide 1994-1997**

	Year	1994	1995	1996	1997
Mark Durand	Salary	\$58930.00	\$61680.00	\$64730.00	\$67930.00
		Increment	\$2750.00	\$3050.00	\$3200.00
Marge Fretz	Salary	\$62135.00	\$64885.00	\$67935.00	\$71135.00
		Increment	\$2750.00	\$3050.00	\$3200.00
Jlm Mc Collum	Salary	\$54630.00	\$57705.00	\$60870.00	\$64205.00
		Increment	\$3075.00	\$3165.00	\$3335.00
Carolrae Surovick	Salary	\$59915.00	\$62665.00	\$65715.00	\$68915.00
		Increment			
Rick Williams	Salary	\$57665.00	\$60405.00	\$63455.00	\$66655.00
		Increment	\$2750.00	\$3050.00	\$3200.00

SIDEBAR AGREEMENT

It is agreed upon by the Pine Hill Board of Education and the Pine Hill Principal's and Supervisor's Association that advanced degree status and longevity will be recognized at the following rate for the duration of this agreement:

Master's Degree plus 15 = \$600.00

Master's Degree plus 30 = \$600.00

Master's Degree plus 45 = \$600.00

Master's Degree plus 60 = \$600.00

Pine Hill Principal's and
Supervisor's Association

Richard Williams
President

Nov 23, 1994
Date

The Pine Hill Board of
Education

Kathleen M. Maitz
President

Carol A. Maccubbin
Board Secretary/Business
Administrator