

*AGREEMENT*

between

*THE METUCHEN BOARD OF EDUCATION*

and

*THE METUCHEN PRINCIPALS AND SUPERVISORS ASSOCIATION*

JULY 1, 2004

through

JUNE 30, 2007

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Attachments:        Schedule A - Base Salaries and Longevity Schedule

February 16, 2005 Memorandum of Agreement

## **ARTICLE I**

### **RECOGNITION**

The Metuchen Board of Education (hereinafter referred to as the Board) of the Borough of Metuchen, New Jersey recognizes the Metuchen Principals and Supervisors Association (hereinafter referred to as the Association) as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for principals, vice principals and supervisors of the schools in the Metuchen School District. All other employees are excluded from this bargaining unit for the duration of the contract period.

## **ARTICLE II**

### **BOARD RIGHTS**

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 administrators of the school district, (b) to hire, promote, transfer, assign, and retain administrators in positions within the school district, and for just cause to suspend, demote, discharge, or take other disciplinary action against administrators, (c) to relieve administrators from duties because of lack of work or for other legitimate reasons, (d) to maintain the efficiency of the school 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.

The Association acknowledges that the administrators of the Board of Education which it represents are not entitled to strike or take any other collective action to disable the Board in the discharge of its statutory duties and the Association agrees that such action would constitute a material breach of this Agreement.

Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have, in law or in equity, for injunction or damages or both in the event of such breach.

## **ARTICLE III**

### **ADMINISTRATOR RIGHTS**

Pursuant to NJSA 34:13-1 et. seq., the Board hereby agrees that every administrator of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other lawful concerted activities for mutual aid and protection.

No administrator shall be disciplined or 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 the grievance procedure herein set forth.

Whenever any administrator is required to appear before the Superintendent or the Board concerning any matter which could adversely affect the continuation of that administrator in office, position or employment, or the salary, then the administrator shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association or its affiliates present for advice and representation during such meeting or interview.

## **ARTICLE IV**

### **NEGOTIATION PROCEDURE**

The parties agree to enter into collective negotiations over a successor Agreement in accordance with NJSA 34:13-1 et. seq., in a good faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment. If either party desires to modify, change or amend this Agreement, they shall notify the other party of such changes in accordance with the applicable rules and regulations of the Public Employment Relations Commission. If such notification is not given by either party, this Agreement shall remain in full force and effect for periods of one year. Any Agreement so negotiated shall apply to all administrators, be reduced in writing, be signed by the Board and the Association, and be adopted by the Board and be ratified by the Association membership.

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 V**  
**GRIEVANCE PROCEDURE**

A. Definitions

A "Grievance" shall mean a complaint by an administrator (1) that there has been as to the grievant a violation, misinterpretation or inequitable application of any of the provisions of the Agreement, or (2) that the administrator has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy of practice governing or affecting the administrators, except that the term "grievance" shall not apply to any matter as to which (a) a method of review is required either by law or by any rule or regulation of the State Commissioner of Education having the force and effect of the law, or (b) the Board is without legal authority to act, or (c) a complaint of a non-tenure administrator which arises by reason of not being re-employed.

B. Procedures

Grievances shall be settled and determined according to the procedures described below. Grievances may be submitted at the lowest appropriate level.

The purpose of the procedure is to secure, at the lowest appropriate level, equitable solutions to the problems which may affect administrators. All grievances shall be submitted and processed using a form mutually agreed upon by the Board and the Association. Therefore, all such submissions and replies shall be in writing after the initial attempt at settlement under Step 1.

Step 1 Superintendent. An administrator with a grievance shall first discuss it with the Superintendent within ten (10) working days of its occurrence. If satisfactory settlement is not reached, the grievance shall be reduced to writing within five (5) working days after the Superintendent's decision, and resubmitted to the Superintendent. If a satisfactory settlement still is not reached within ten (10) working days after its submission, the matter may then be submitted under Step 2.

Step 2 Board of Education. The administrator or the Chair of the Grievance Committee shall refer it to the Board within ten (10) working days. The Board shall render its decision within thirty-one (31) working days from the receipt of said grievance.

Any grievance not settled in accordance with the above procedures may be submitted by either party to arbitration as described in Article VI, Arbitration.

### C. Representation

An aggrieved administrator may be represented at all stages of the grievance procedure by a representative selected or approved by the Association.

In any event, after the grievance is submitted in writing, the Association shall have the right to be present at all stages of the grievance procedure to protect its interest in the contract.

### D. Limitations

A grievance must be presented under the grievance procedures described herein within ten (10) working days of the occurrence of the condition giving rise to the grievance or from the time when the administrator can reasonably be expected to be aware of the grievance. Otherwise, if action is taken at a later date, it shall be considered that there is no grievance under this Agreement.

Should any appeal from the disposition of a grievance not be taken by the Association or the administrator within the time limits are set forth in B of this Article, then the grievance shall be considered settled and any further action under the grievance procedure shall be forever barred.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

### E. Group Grievances

A grievance affecting a group of administrators may be submitted in writing at the lowest appropriate level. Such a grievance, defined by A, may be processed in accordance with B. Said grievance must be signed by one of the aggrieved, but a listing of all names of the aggrieved, shall be shown on the grievance.

## ARTICLE VI

### ARBITRATION

#### A. Intent

It is the intent of the parties to this Agreement that the arbitration procedure herein shall serve as a means for the peaceable settlement of grievances which are not settled under **Article V, Grievance Procedure**, that may arise between them. If a request for arbitration is made by either party, the rules and procedures of the American Arbitration Association shall govern except as otherwise provided herein.

B. Arbitrator's Recommendations

The recommendations of the arbitrator shall be final and binding on grievances processed as a violation, misinterpretation or inequitable application of any of the provisions of the Agreement per **Article V, Grievance Procedure, A (1)** and shall be only advisory for all grievances processed per **Article V, Grievance Procedure, A (2)**.

C. Appeal Procedure

If a grievance is not satisfactorily settled under **Article V, Grievance Procedure, B, Step 2**, it may be submitted to arbitration by the Association at its discretion, provided notice in writing of the intent to do so is given to the Board within five (5) working days of the decision under **Article V, Grievance Procedure, B, Step 2**.

D. Selection of Arbitrator

After giving notice of intent to arbitrate as provided in C above, the Association must, within ten (10) working days thereafter, submit its request to the Public Employment Relations Commission for the appointment of an arbitrator in accordance with its rules and procedures. Failure to comply with the provisions of this Article shall make the decision of the Board final and conclusive on said grievance unless the time limits herein provided for are extended by mutual agreement.

E. Single Arbitration

Each grievance will be arbitrated separately except those of a similar nature pursuant to mutual agreement.

F. Arbitrator's Jurisdiction

The arbitrator shall be limited to the issues submitted and shall consider nothing else. Further, the arbitrator can add nothing to nor subtract anything from the Agreement between the parties or any applicable policy of the Board.

G. Presentation of Evidence

The parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute.

H. Arbitration Expenses

The fees and expenses of the arbitrator and the cost of the hearing room, if any, shall be borne equally by both parties. Any other expenses shall be paid by the party incurring the same.

## ARTICLE VII

### EVALUATION

The Board and the Superintendent subscribe to the principle that an administrator has the right to full knowledge regarding the judgment of his superiors respecting the effectiveness of his performance and that, further, the administrator is entitled to receive such recommendations that will assist him in increasing the effectiveness of his performance.

Each evaluation of each administrator shall be completed by the Superintendent in accordance with established procedures and consistent with existing statutes.

## ARTICLE VIII

### LEAVES OF ABSENCE

#### A. Sick Leave

Administrators are entitled to twelve (12) days sick leave per year without loss of pay. All unused sick leave in any school year shall be cumulative. The Superintendent may require an administrator to present a doctor's statement or proof of illness. Administrators will be notified by September 1 of each year of the amount of unused leave due them.

#### B. Urgent Personal Business

An administrator shall be granted two (3) days of leave per school year for urgent personal business matters. Unused personal leave days shall be accumulated up to a maximum of ten (10) days. Any unused personal business days above ten (10) shall be added to the administrator's unused sick leave.

#### C. Emergency Leave

Emergency leave with pay may be granted by the Superintendent in accordance with the provisions of the current Teachers' Agreement.

#### D. Terminal Leave

##### a. Unused Sick Leave

Employees who retire or resign from employment in the Metuchen School District ("District") shall receive reimbursement for accumulated, unused sick leave days as follows:

For time accumulated before July 1, 1995:

\$70 per day for Principals and Vice Principals \$50 per day for Supervisors



For time accumulated on or after July 1, 1995:

\$75 per day for Principals and Vice Principals \$70 per day for Supervisors

Reimbursement for accumulated, unused sick leave days shall be limited to a maximum of 350 days, except that reimbursement for accumulated, unused sick leave days for any employee hired after July 1, 1997 shall be limited to 100 days.

Reimbursement shall be paid by the Board within three years of the employee's retirement or resignation.

b. Unused Vacation Leave

Employees who retire from the District will be paid on a per diem basis at their then current rate of pay for any accumulated, unused vacation leave days. Any employee who becomes a Principal, Vice Principal or a Supervisor after July 1, 1997 shall be limited to payment for 100 accumulated, unused vacation leave days.

Employees shall only be allowed to carry over unused vacation leave days into the following school year upon the prior approval of the Superintendent of Schools.

## **ARTICLE IX**

### **INSURANCE**

Administrators shall be eligible for all insurance benefits per the current Teachers' Agreement. The above shall include full health, dental, prescription plan and optical benefits as described in the current Teachers' Agreement.

## **ARTICLE X**

### **PROFESSIONAL DEVELOPMENT**

Administrators enrolled in approved graduate courses will be eligible for tuition grants per the current Teachers' Agreement.

Administrators shall be eligible for participation in Continuing Education UNIT (CEU) seminars per the current Teachers' Agreement.

Administrators shall be permitted to apply to attend appropriate professional conferences with all or part of the expenses covered by the Board. All applications shall be forwarded

to the Superintendent for his review. Approval will be determined at the discretion of the Superintendent.

## **ARTICLE XI**

### **MAINTENANCE OF FRINGE BENEFITS**

Except as this Agreement shall hereinafter otherwise provide, monetary fringe benefits such as vacations and holidays applicable on the effective date of this Agreement shall continue to be so applicable per previous terms and Agreements during the term of this Agreement.

## **ARTICLE XII**

### **SALARY PROVISIONS**

The salaries for the administrators for and during the term of this Agreement are set forth in the Attachment, 02/16/05 Memorandum of Agreement, Item 2.

## **ARTICLE XIII**

### **OTHER BENEFITS**

Administrators shall be eligible to receive all benefits not specified in this Agreement which are granted to teachers per the current Teachers' Agreement.

Administrators shall receive retroactive pay in a separate check from July 1, 2004.

Administrators shall receive mileage reimbursement up to \$500 per year.

Administrators shall receive up to \$150 reimbursement per year for a comprehensive physical examination. It is further agreed to disclose the results of said examination to the Superintendent upon request.

The Board shall provide employees with a laptop computer. The laptop will remain the property of the Board and must be returned upon cessation of employment with the Board.

Administrators shall receive longevity according to the "Longevity Schedule" as set forth in the attachment Schedule A - Base Salaries and Longevity Schedule.

It is understood by both parties that all terms and conditions of previous agreements, unless otherwise specified, are in full force and effect during the duration of this Agreement.

## **ARTICLE XIV**

### **JUDICIAL AND/OR ADMINISTRATIVE RULINGS**

It is understood by all parties that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

## **ARTICLE XV**

### **SEPARABILITY**

If any provision of this Agreement is or shall at any time be contrary to law, the balance of the Agreement shall remain in full force and effect.

**ARTICLE XVI**

**DURATION**

this Agreement will remain in full force and effect from July 1, 2004 through June 30, 2007.

**IN WITNESS WHEREOF**, the parties have hereunto affixed their signatures.

METUCHEN BOARD OF EDUCATION

By \_\_\_\_\_

Date \_\_\_\_\_

METUCHEN ADMINISTRATORS ASSOCIATION

By \_\_\_\_\_

Date \_\_\_\_\_

	2004-2005	2005-2006	2006-2007
<b>John Novak</b>	\$ 125,192	\$ 128,948	\$ 132,816
<b>Paul Pineiro</b>	\$ 94,760	\$ 97,603	\$ 100,531
<b>Kathy Glutz</b>	\$ 102,907	\$ 106,509	\$ 109,704
<b>Mike Knoth</b>	\$ 96,542	\$ 99,438	\$ 102,421
<b>Bob Gugliara</b>	\$ 108,334	\$ 111,584	\$ 115,490
<b>John Cathcart</b>	\$ 95,481	\$ 98,345	\$ 101,295
<b>Joe Conti</b>	\$ 94,760	\$ 97,603	\$ 100,531
<b>Mary Lou Roma-Scott</b>	\$ 87,550	\$ 90,177	\$ 92,882
<b>Therese Snyder</b>	\$ 100,870	\$ 103,896	\$ 107,013
<b>JoAnn Zebrowski</b>	\$ 93,150	\$ 95,945	\$ 98,823