

AGREEMENT
between the
PALMYRA BOARD OF EDUCATION
and the
PALMYRA ADMINISTRATIVE ASSOCIATION
2005 – 2008

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ARTICLE I
RECOGNITION

A. Unit

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Palmyra Administrative Association, hereinafter known as “the Association,” as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following certified personnel, employed by the Palmyra Board of Education, hereinafter known as “the Board”:

Principals, Assistant Principals, Directors and Supervisors. All other employees excluded.

B. Definitions

The term “Employee” or “Administrator” used hereinafter in this Agreement, shall refer to all professional supervisory employees represented by the Association in the negotiating unit as above defined, and references to “males” shall include females.

ARTICLE II
NEGOTIATION PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over an agreement in accordance with Chapter 123, Public Laws of 1974, a good faith effort to reach agreement on all matters concerning the terms and conditions of administrators’ employment. Negotiations shall begin no later than December 15 of the calendar year preceding the calendar year in which this agreement expires. This date may be extended upon agreement of both parties.

Negotiations shall commence with a meeting at a mutually satisfactory place within 20 school days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time.

B. Negotiating Team Authority

Neither party in any negotiations shall have any control over the selection of negotiation representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make and consider proposals, and make counterproposals in the course of negotiations.

C. Maintaining Current Benefits

If for any reason, there is a lapse of continuity of one contract to the next, all working conditions as stated in the current contract will remain in effect. Salaries (exclusive of longevity) shall also remain unchanged until ratification of the successor contract.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance: A “grievance” is a claim by an administrator or the Association based upon the interpretation, application, or alleged violation of this agreement, board policies or administrative decisions affecting an administrator or a group of administrators.
2. Aggrieved Person: An “aggrieved person” is the person or persons or the Association making the claim.
3. Party in Interest: A “party in interest” is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure at the LOWEST possible level, solutions to those problems, which may from time to time arise affecting administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Filing a Grievance

A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as the representative of a group or class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within twenty (20) school days of the happening of the event under complaint.

2. Time Limits

The number of days indicated at each level should be considered the maximum and every effort should be made to expedite the process. Time limits, however, may be extended by mutual written agreement. In the event a grievance, at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

Level I – Immediate Supervisor

An employee who has a complaint shall first discuss it with his immediate supervisor, with the objective of resolving the matter informally at this level.

Level II – Superintendent

If, as a result of the discussion(s), the matter is not resolved to the satisfaction of the association member, he shall set forth his grievance in writing to the Superintendent within twenty (20) school days of the event giving rise to the grievance or when he reasonably could have known of the event.

The Superintendent shall communicate his decision to the Association member, in writing, along with supportive reasons, within ten (10) school days of receipt of the written grievance.

Level III – Board

If the aggrieved person is not satisfied with the decision of the Superintendent, he may within ten (10) school days of receipt of the Superintendent's decision, ask the Association to submit said grievance to the Board of Education or committee of the Board for consideration. The Board will meet in special session for that purpose within twenty (20) school days and submit its decision to the Association. If said decision is not acceptable, the Association may proceed to Level IV, Arbitration.

Level IV – Arbitration

1. Within ten (10) workdays after such written notice of submission to arbitration, 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 obtain such a 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.
2. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusion on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be final and binding on the parties. Within twenty (20) workdays, the Association shall decide whether to file for arbitration within that time period, the grievance shall be deemed abandoned.
3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual 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. Where, however, the grievant elects to proceed without the Association's concurrence, the costs shall not be borne or shared by the Association. Time lost by any grievant and/or his representative(s) due to arbitration proceedings shall not be charged to personal time nor shall there be any loss in pay.

D. Rights of Administrators to Representation

1. Administrators and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative selected or approved by the Association. When an administrator is not represented by the Association, the Association shall have the right to present and state its views at all stages of the grievance procedure.

Legal Reference: Red Bank Board of Education 78 NJ 122 (1978)

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the Superintendent's staff against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reasons of such participation.

Legal Reference: Red Bank Board of Education 78 NJ 122 (1978)

E. Miscellaneous

1. Group Grievance

If, in the judgement of the Association, a grievance affects a group or class of Administration, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level II. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

All decisions of the grievance procedure shall be in writing. Decisions rendered at Level I, which are unsatisfactory to the aggrieved person and all decisions rendered at Levels II and III of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level III shall be in accordance with the procedures set forth in Section C.

3. Forms

Forms for filing grievances, serving notices, taking appeals, making reports, and recommendations and other necessary documents shall be prepared by the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public, unless the aggrieved person chooses otherwise. The meeting shall include only such parties in interest and their designated or selected representative, heretofore referred to in this article.

5. Separate Grievance File

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

ARTICLE IV

ADMINISTRATIVE RIGHTS

A. Rights and Protection in Representation

Pursuant to N.J.S.A. 34:13A-1, the Board hereby agrees that every employee of the Board eligible in the negotiations unit as defined in Article II of this agreement, shall have the right to freely organize, join and support an employee organization.

B. Statutory Savings Clause

Nothing contained herein shall be constructed to deny or restrict to any administrator such rights as he may have under New Jersey School Law or other applicable laws and regulations.

C. Required Meetings or Hearings

Whenever any administrator is required to appear before the Board or Superintendent or any committee concerning any action that could result in the termination of employment of that administrator, he shall be given prior written notice of the reasons for such meeting or interview and may have a representative of the Association and/or attorney present to advise him and represent him during such meetings or interview. Any suspension shall be with pay until formal determination by the Board of Education.

Legal Reference: North Warren Regional Board of Education PERC 79-9.

D. Just Cause

No administrator shall be disciplined, including reprimanded, in regard to any matter coming within the purview of N.J.S.A. 34:15A (Scope Law) without just cause.

E. Criticism of Either Party

Both parties to this agreement reaffirm that criticism of the other party or its members shall not be made in the presence of students, teachers, parents, or at other public gatherings. If a complaint against an administrator arises, it shall be immediately brought to the attention of the administrator by the Superintendent and the administrator shall be given the opportunity to respond to the complaint verbally and/or in writing. Any complaint by the administrators hereunder shall be processed through the grievance procedure. Any discussion of an administrator by the Board, where there would be adverse impact upon the administrator, shall require that the administrator receive a RICE notice.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. **Information**

The Board agrees to furnish the Association in response to requests from time to time all information pertaining to negotiations and grievances relative to the contract.

B. **Released Time for Meetings**

Whenever any member of the Association 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/or benefits.

C. **Use of School Buildings**

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and prior approval is received from the Superintendent.

D. **Use of School Equipment**

The Association shall have the right to use school facilities and equipment, including typewriters, copying machines, other duplicating equipment, calculating machines and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment incidental to such use and shall obtain prior approval from the Superintendent.

E. **Exclusive Rights**

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the Administrators as defined in the unit, and to no other organization.

ARTICLE VI

INSURANCE PROTECTION

- A. Effective July 1, 1998, the Board will pay 100% of the cost of a PPO or HMO. Employees choosing the traditional plan or HMO will pay all costs over the cost of the PPO plan. Effective July 1, 2001, the medical co-pay for doctor office visits will be \$10.00.
- B. The Board shall provide for continuance of health care to be paid by retiree (quarterly) after retirement on the terms detailed in the master policies.
- C. Amerihealth, HMO or HCP will provide to each administrator a description of the health care insurance coverage provided under this ARTICLE, which shall include a clear description of the condition and limits of coverage as listed above.
- D. Each employee (and his/her dependents as per the master policy) who applies shall be provided with a prescription drug co-pay for Generic Drugs of \$10 with up to a 90 day supply; the co-pay for Name Brand Drugs will be \$20 with up to a 90 day supply; and Mail Order medications will be \$10 for Generic Drugs and \$20 for Name Brand Drugs, both with a supply up to 90 days. Administrators shall pay \$250.00 per year toward the premium cost of this plan. The Board will pay the remainder of the premium cost of this plan.
- E. The Board will pay 100% of the cost of present Delta Dental Insurance Program 3A, including orthodontic benefits for those employees making the request. The dental coverage maximum shall be increased from \$1,000 to \$2,000 effective in the 2006/2007 school year.
- F. Effective July 1, 2006, If a member of this bargaining unit drops, or signs off of, the three major medical plans of the Board of Education (medical, dental, prescription) for a complete year, e.g. July 1st – June 30th, he/she shall receive payment in the amount of 45% of the premium payable in two equal amounts on December 15th and June 15th of each school year.

ARTICLE VII

WORK YEAR AND VACATION

Vacation for 12 month Administrators shall be granted each year as follows:

- 16 working days – up to and including 3 years of service as an administrator
- 18 working days – after 3 years of service as an administrator
- 20 working days – after 5 years of service as an administrator

Upon employment, new employees will accrue vacation days at a rate of 1/12 the allocated amount listed above for each month of employment. Vacation days will be awarded at the end of each month during the first year of employment. New employees may carryover the entire first year vacation allotment to year 2. For the second and all subsequent years, days will accrue monthly but will be awarded and available for use at the end of the second and subsequent years.

The schedule of vacation days will be requested by the individual member of the Association, with approval of the immediate supervisor and the Superintendent.

A maximum of half of the annual allocation of vacation days, which are unused, may be carried over to the next school year or summer months as approved by the Superintendent. Under extenuating circumstances, at the discretion of the Superintendent, reimbursement will be allowed for a maximum of five (5) days over and above the carryover allowance.

During the summer months of July 1st to August 31st, all administrators covered by this agreement shall have the option of working a four (4) day work week. There must be at least one (1) administrator of the bargaining unit on duty in the district at all times. Time can be accumulated by extending the work day and reducing the lunch period to equal 1-1/2 hours per day. A rotating schedule must be arranged with the Superintendent to verify the specific work hours and lunch periods of the four (4) extended days to allow for the one (1) day off. The administrator must work four (4) days in any week where a four (4) day work week is applicable. Sick days, personal days, vacation days and /or holidays are not considered a day of work for the purposes of this provision.

An administrator leaving the district shall be compensated for any and all accrued vacation days on a prorated basis, in accordance with his/her contracted annual salary for each day.

All administrators covered by this agreement shall be granted the established holidays and vacation periods as per the school calendar. July 4th shall also be considered a holiday.

An administrator who dies before his contract period is completed shall have payment for his accrued vacation days given to his estate.

An administrator covered by this agreement shall be required to attend one (1) Board of Education meeting per month, the work session meeting being the standard. When conflicts with building level activities arise, the administrator will attend the regular business meeting. Administrators may be excused at the discretion of the Superintendent.

ARTICLE VIII

TEMPORARY AND EXTENDED LEAVES OF ABSENCE

A. Sick Leave

1. Twelve month administrators covered by this contract who have less than five (5) years of service in the Palmyra School System shall be paid for twelve (12) days on which they are sick. After five years of continuous service, twelve month administrators will receive fourteen (14) days of paid sick leave. All unused sick leave will be accumulated and applied to subsequent years. Twelve month administrators hired on or after July 1, 1995 shall receive twelve (12) sick days per year. Administrators employed after the beginning of the work year shall receive prorated sick leave based upon one (1) day for each full month of employment.
2. At actual retirement (not merely vested or deferred retirement) or death, in accordance with TPAF regulations, an administrator or his estate shall be compensated for unused sick leave at a rate of seventy-five dollars (\$75) per day for a maximum of \$12,000.

B. Personal

1. Effective July 1, 2006 all administrators will be granted four (4) days of absence with full pay for personal business which cannot be performed other than during employment hours. Personal days require application to the Superintendent. Emergency personal leave may be granted without prior notice upon verbal notification to the administrator's immediate supervisor.
2. Unused personal days will be converted to accumulated sick days at the end of each contract year.

C. Legal

An administrator who shall be required to attend a court of law by reason of having been served with a subpoena, shall be excused from school, without loss of pay, on account of attendance at court, provided, however, if such attendance is as a plaintiff in a case which is adverse to the board, no pay shall be granted hereunder. A personal day under the paragraph above may then be used.

D. Jury Duty

In case of required jury duty an employee shall be allowed time off for jury service. He shall be paid the difference between his regular pay and jury pay, provided, however, that if the administrator is eligible for exemption from such service, he/she shall take all steps necessary to be granted the exemption.

E. Bereavement

Each administrator shall be granted a maximum of five (5) days leave with full pay for each death in the immediate family. "Immediate family" shall be husband, wife, child, stepchild, parent. Three (3) days leave shall be granted for each death in the non-immediate family. "Non-immediate family" shall be sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandparents, and grandchild.

F. Disability and Child-Rearing

1. The commencement and duration of leaves related to pregnancy and childbirth shall be granted on the same terms and conditions applied to other temporary disabilities.
2. Child-rearing leaves of absence shall be granted to full-time administrators under contract. Such leave shall be without salary. Application for child-rearing leaves of absence shall be made to the Superintendent of Schools, not later than thirty (30) days prior to the effective date of leave requested. Child-rearing leaves may continue for either the balance of the school year in which the leave begins, or for such a period plus all the following school year. The Administrator shall advise the Board by March 1st of his/her intentions to return the following September 1. The person requesting the leave will specify in writing the specific dates the leave will commence and terminate. An extension of this leave may be granted upon notification to the Board at least thirty (30) days prior to the requested extension.

G. Sabbatical Leave

The Board of Education may, upon recommendation of the Superintendent, grant a sabbatical leave to the administrator who has completed seven (7) consecutive years of service in the school district. Only one sabbatical leave will be granted per seven (7) years of continuous service. A sabbatical leave may be granted by the Board to an association member for study or for other reasons of value to the school system.

Applications for sabbatical leave shall be submitted to the office of the Superintendent in writing and in such form as may be prescribed by the Superintendent on or before January 1 preceding the school year for which application was made. The Superintendent shall thereafter make his recommendations to the Board with respect to said applications, and the Board shall take appropriate action with respect to sabbatical leaves on or before April 1 of the year in which application was made.

Persons approved for sabbatical leave pursuant to the terms of this article shall be paid during the period of such leave at a rate equivalent to 50% of the salary which said person would have received had he remained on active duty in the district.

Salary after returning from sabbatical leave will be equal to the level the administrator would have received had he continued in his position.

At the end of the sabbatical leave, and no later than nine (9) weeks after returning to the assignment, a written report shall be submitted by the individual to the Board. The contents of this report will include: name and location of school, program or activity, length of the program, a description of the program or activity, an evaluation of what was accomplished, and any other pertinent information of interest.

The applicant shall be required to contract with the Board to return and perform his professional duties for a minimum of two (2) years following the expiration of such leave. He shall further agree to refund 100% of all salary paid during said sabbatical leave of absence in default of said return or (b) 50% of all salary paid during said sabbatical leave of absence after a return of one (1) year and less than two (2) years.

H. Other Leaves of Absence

One administrator per year may be granted unpaid leave of absence under the following conditions:

1. Applicants must have held an administrative position in the Palmyra School District for four (4) consecutive years.
2. Salary will not be reduced during the time of leave.
3. Salary after returning will be equal to the level the administrator would have received had he continued in his position.
4. Application must be submitted to the Superintendent on or before December 15th of the year in which the request is initiated and applicant must be notified by April 15th of the Board's decision.

ARTICLE IX

PROFESSIONAL DEVELOPMENT

A. Professional Dues

The Board of Education recognizes the value of professional organizations and agrees to pay the dues for administrators who join state and national professional administrative organizations. This provision will be limited to one national, one state, and one local organization per administrator.

B. Professional Conferences

Each administrator shall be entitled to attend a National or State professional conference/convention of his choice every two (2) years with the recommendation of the Superintendent and approval of the Board of Education.

Expenses may be approved by the Board of Education prior to the individual employee's departure for such professional meeting.

Upon approval by the Board of Education, such expenses will be approved as follows:

1. Transportation – Coach class air fare or equivalent in mileage at the IRS rate per mile to and from meeting site, plus charges for public city conveyance, if required.
2. Fees and registration as required for participation at meetings.
3. Hotel or motel at single room rates.
4. Reasonable expenses for meals.

Receipts for hotel/motel accommodations and for transportation costs other than cab fares shall be submitted with expense vouchers. Expenses shall be submitted and accounted for in writing to the Board Office within fifteen (15) days of completion of such travel.

In all cases of overnight, Board approved conference attendance, a report shall be given to the Board at the next regular session concerning the value of the activity.

C. Tuition Reimbursement

The Board will provide tuition reimbursement up to a maximum of fifteen (15) graduate credits per year for the unit with no more than 6 graduate credits going to a single administrator per year at the in-state rate in effect at Rutgers University. Application for approval must be submitted to the Superintendent prior to starting the coursework. A grade of “B” or better or “PASS” in a Pass/Fail course must be attained for reimbursement.

A return of service obligation shall apply to administrators receiving tuition reimbursement in excess of three (3) credits per year. Following the receipt of each tuition reimbursement payment in excess of three (3) credits, the administrator shall be required to remain employed in the district for a period equal to one contract year. In the event the administrator fails to remain employed in the district for the required period of service, repayment shall be made to the Board of Education at the following rates:

- (a) Less than 1 year of employment after reimbursement in excess of three (3) credits – 100% repayment for no service or pro-rated based upon a partial year of employment.

The return of service obligation shall not apply in cases of non-renewal or death.

The Association and the Board will develop mutually agreeable language pertaining to:

1. Credit reimbursement by individual members of the unit.

ARTICLE X
EVALUATION

A. Copies of Reports

No written evaluations may become part of an administrator's personnel file without the administrator's signature. His or her performance evaluation will only signify knowledge and receipt and not concurrence. Each administrator shall receive a copy of every written evaluation.

Legal Reference: N.J.A.C. 6:3-4.1 and N.J.A.C. 6:3-4.3

B. Right of Administrator to Respond

A conference shall be arranged between the evaluator and the administrator within ten (10) working days of the entitled to have his response to the evaluation heard and appended to the evaluation report.

Legal Reference: N.J.A.C. 6:3-4.1 and N.J.A.C. 6:3-4.3

C. Notice of Contract Renewal

Each nontenured administrator shall receive written notice of whether or not his/her contract will be renewed on or before May 15th of the current school year.

Legal Reference: N.J.S.A. 18A:27-10

D. Personnel File

All administrators represented by the Association shall be permitted perusal of their complete personnel file and be permitted an opportunity to place written communications in such file in response to materials placed in the file. Nothing shall be placed in such personnel file without his knowledge and he shall have the right to appeal the inclusion of any item through the Superintendent to the Board.

ARTICLE XI

SALARIES

Salary for association members will be increased according to the following schedule:

The parties have established the base upon which the percentage shall be calculated at \$254,931 (2004-2005).

2005-2006	4.50% each member
2006-2007	4.50% each member
2007-2008	4.50% each member

In contract years 2005-2006 an additional salary adjustment increase in the amount of \$2,500 for the unit shall be divided among members of the unit according to a mutually agreeable schedule and added to the base salary. In contract years 2006-2007 an additional salary adjustment increase in the amount of \$3,000 for the unit shall be divided among members of the unit according to a mutually agreeable schedule and added to the base salary.

Salaries are established as per Attachment "A".

Effective July 1, 2006, unit members possessing a Doctorate Degree or completing same thereafter shall receive a one time payment of \$500 that will remain part of the base salary.

Any unit employee hired after March 1, 1998 will no longer be eligible to receive longevity payments or enter into the longevity program.

Longevity will be granted in the following manner, and be in addition to salary, for employees hired prior to March 1, 1998:

3 years of continuous service	\$695.00
6 years of continuous service	\$995.00
10 years of continuous service	\$1,345.00
15 years of continuous service	\$1,895.00

In the event that an administrator commences employment with the district after July 1st of a given year, but before November 1st of that year, he shall be credited with a full year of service for purposes of determining longevity. Employment on November 1st or thereafter will result in no credit for that year in determining longevity.

The Board of Education reserves the right to withhold salary increments pursuant to N.J.S.A. 18A:29-14.

ARTICLE XII

DURATION OF AGREEMENT

The provisions of this agreement shall be effective as of July 1, 2005 and remain in full force and effect until June 30, 2008, at which time, the Board and Association shall negotiate for a successor Agreement as provided in Article II of said Agreement.

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

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, all on the day and year written below:

PALMYRA BOARD OF EDUCATION

PALMYRA ADMINISTRATIVE ASSOCIATION

