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AGREEMENT
BETWEEN THE
WEST PATERSON PRINCIPALS AND SUPERVISORS
ASSOCIATION
AND THE
WEST PATERSON BOARD OF EDUCATION
COVERING THE PERIOD OF TIME FROM
JULY 1, 1989 - JUNE 30, 1992

PREAMBLE

This agreement entered into this day of December 5, 1989, by and between the Board of Education of the Borough of West Paterson, hereinafter called the "Board" and the West Paterson Principals and Supervisors Association, hereinafter called the "Association".

The Board and the Association recognize and declare that the providing of a quality education for the children of the West Paterson School District is their mutual aim.

Persuant to Chapter 124, Public Laws 1974, the Board and the Association have reached the following agreement with respect to terms and conditions of employment.

ARTICLE I - RECOGNITION

1. The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for the following personnel represented by the Association and who are employees of the Board:

Principals

Full-time Vice-Principals

Supervisor of Instruction

Supervisor of Funded Services

Supervisor of Buildings and Grounds

2. Unless otherwise indicated, the term "Principals" when used hereinafter in this agreement shall refer to all employees represented by the Association in the negotiating unit as shown above.

ARTICLE II - NEGOTIATION PROCEDURE

1. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws, 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Any agreement so negotiated shall be reduced to writing and be submitted to the Board and the Association for their respective signature, adoption, and ratification.

2. Should a mutually acceptable amendment to the agreement be deemed necessary by the parties, it shall be reduced to writing and be submitted to the Board and the Association for their respective signature, adoption, and ratification.

3. Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement to employees covered by this agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this agreement. Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any benefit existing prior to its effective date.

4. 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 PROCEDURE

1. A Principal, Vice-Principal, Supervisor of Instruction, Supervisor of Funded Service, Supervisor of Buildings and Grounds, or group with a grievance shall first discuss it with the immediate supervisor either directly or through an Association representative after submitting the grievance in writing.

2. An employee or group who had completed the procedure under 1. above and not being satisfied with the disposition of the grievance shall forward the grievance and disposition in writing to the Superintendent.

3. If the agrieved person is not satisfied with the disposition of his grievance under 1. or 2. or if no decision has been rendered by the Superintendent within 10 school days after notification, he/she may submit his/her grievance in writing with disposition directly to the Board of Education. The Board shall render and notify the Association of its decision within 60 calendar days.

4. In the event the Board's decision does not satisfy the Association, the issue shall be submitted to arbitration within five school days thereafter as hereinafter provided.

a. Within five school days after such written notice of submission to arbitration, the Board and the Association shall submit the dispute to the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

b. The Arbitrator shall conduct such hearing at such times and places as he/she shall designate. His/Her award shall be final and binding upon the parties and may be entered as a judgment or decree in the court having jurisdiction over arbitration awards.

c. The costs for the services of the arbitration, 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.

d. In any case, when a decision is rendered at any level, such decision and notification shall be submitted in writing to all parties involved.

e. In order to be timely, a grievance must be filed within 20 school days of its occurrence.

ARTICLE IV - EMPLOYEE RIGHTS

1. No principal is to be disciplined, reduced in rank or compensation without just cause. However, nothing herein contained shall be construed to require the Board to give any reason for its failure to grant tenure to probationary principals.

2. Whenever any principal is required to appear before the Superintendent or his/her designee, Board, or any committee, member, representative, or agent thereof, concerning any matter which could adversely affect the continuation of that principal in his/her office, position or employment, or the salary or any increments pertaining thereto, he/she shall be given prior written notice of the reason for such meeting or interview.

ARTICLE V - WORKING HOURS AND WORKING LOAD

1. a. The workday of a Principal, full time Vice-Principal, Supervisor of Instruction, Supervisor of Funded Service, and Supervisor of Buildings and Grounds shall be determined according to prior established practice.

b. The workday of a teaching Vice-Principal shall be determined according to prior established practice.

c. No Principal is required to work beyond the regular Principal's in-school work year, or beyond his/her total in-school workday without additional compensation except for one H.S.A. meeting per year.

d. The workday shall include a duty-free lunch period of the same length that other Board employees have.

2. a. Principals, full time Vice-Principals, Supervisors of Instruction, and Supervisor of Funded Service, may be required by the Superintendent of Schools to remain after the end of the regular work day without additional compensation for the purpose of attending faculty meetings twelve hundred minutes per year. Such meetings shall begin no later than fifteen minutes after the student dismissal time and shall run for no more than 120 minutes.

b. Notice of any after school meeting shall be given to the principals involved at least five school days prior to the meeting, except in an emergency.

c. The in-school work year of Principals, full time Vice-Principals, Supervisors of Instruction, and Supervisor of Funded Service, employed on a ten month basis shall include the days when pupils are in attendance, orientation day, one day prior to orientation day provided the former follows Labor Day, the three working days immediately following the closing of school in June and twenty days in the summer to cover for the Superintendent of Schools. Scheduling for twenty days coverage shall be arranged among the Principals, Vice-Principals, and Supervisors. The work year and vacation time for the Supervisor of Buildings and Grounds are the same as those for other 12 month Board employees.

3. Principals' participation in extra-curricular activities shall be voluntary.

4. A Principal's participation in field trips which extend beyond the principal's in school workday and over-night or weekend trips, shall be voluntary and the principal shall be compensated for the regular day's work. Legitimate expenses incurred by the Principal in all field trips shall be paid by the Board. Such expenses shall include transportation, accommodations, meals, and admission fees.

ARTICLE VI - NON-PROFESSIONAL DUTIES

1. The Board and Association agree as follows:

A. Principals shall not be required to perform the following duties; but shall be responsible for:

1a. The following non-professional assignments:
supervision of playgrounds and hall duty during lunch periods, bus loading and unloading, when feasible.

1b. Keeping registers, inventorying, storing books not in classrooms.

2. Principals shall not be required to drive students to activities which take place away from the school building.

ARTICLE VII - PRINCIPAL EMPLOYMENT

1. Principals shall be notified of their employment status and assignment for the ensuing year not later than April 1 or the last day prior to Easter recess, whichever is earlier.

ARTICLE VIII - SALARIES

1. The salaries of all personnel covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

2. Longevity of all personnel covered by this agreement are set forth in Schedule "B" which is attached hereto and made a part hereof.

3. Principals shall be paid in twenty-four equal semi-monthly installments on the 15th and the last day of each month.

4. When a pay period falls on or during a school holiday, vacation or weekend, principals shall receive their pay checks on the last previous working day, when feasible.

ARTICLE IX - VOLUNTARY TRANSFERS, REASSIGNMENTS AND PROMOTIONS

1. When vacancies or new positions occur, they shall be posted on the bulletin board provided herein. In the event a vacancy, a new position or a new program shall occur during the summer recess, notification shall be given in writing to the last known address of each principal. The principal shall have 15 days to indicate interest.

2. Any transfer or reassignment shall be made only after a meeting between the Principal and the Superintendent, at which time the principal shall be notified of the reasons therefor. In the event the principal objects to the transfer or reassignment at this meeting, he/she may request another meeting with the Superintendent together with an Association Representative. However, the Board does not relinquish its right or prerogative to make transfers or reassignments.

ARTICLE X - EMPLOYEE EVALUATION

1. a. Employees shall be evaluated only by persons certified by the New Jersey State Board of Examiners to supervise instruction. Principals and Supervisors shall be evaluated by the Superintendent of Schools. Vice-Principals shall be evaluated by the Principal and/or the Superintendent of Schools.

b. A principal shall be given a copy of any evaluation report prepared by his/her evaluator at least one day before any conference to discuss it. No such report shall be submitted to the central office, placed in the principal's file or otherwise acted upon without the opportunity for a prior conference with the principal.

2. a. An employee shall have the privilege, upon request, to review the contents of his/her personnel file, which privilege shall not be arbitrarily denied.

3. a. A first year principal shall not be evaluated for the record prior to October 1 without due cause.

b. A non-tenure principal shall be evaluated at least three times prior to April 1.

c. No material shall be placed in a principal's personnel file unless the principal has had the opportunity to review such material by affixing his/her signature to the copy to be filed. The principal shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent and attached to the file copy.

ARTICLE XI - EXTENDED LEAVES OF ABSENCE

Maternity leave shall be granted to principals subject to the following conditions:

1. A principal must notify the Superintendent of her pregnancy, in writing, as soon as it is medically confirmed. Said notice shall be submitted as far in advance of the requested commencement date of the leave as is possible.

2. The exact date of the commencement and termination of the maternity leave shall then be arranged so that the leave will be of minimal disruption to the best interests and operation of the school system; provided such dates are not contra-indicated.

3. The original date of return to work from a maternity leave may be extended by the Board for a reasonable period of time at the principal's request for reasons associated with the pregnancy or birth.

4. If a tenured principal wishes to return to work after the close of the school year in which the maternity leave commenced, she must do so no later than September of the second school year following the school year in which the leave commenced, provided she gives the Board four months prior notice of such intention. No extension beyond this period may be granted except in the absolute discretion of the Board.

5. No principal shall be barred from returning to work following the birth of her child solely on the grounds that there has not been sufficient time lapse between the birth and her desired date of return, provided that upon request of the Board the principal supplies a physician's certificate attesting to her ability to perform her duties.

6. The Board need not grant or extend a maternity leave of absence of any non-tenured principal beyond the end of the contract school year in which the leave is obtained unless the Board determines to grant such an extension. Nothing contained herein shall require the Board to offer a contract for a new school year to any non-tenured principal who would not have been offered such a contract in the absence of a maternity leave.

7. A principal may be removed from her duties during pregnancy for any one of the following reasons:

a. Her performance has noticeably declined.

b. Her ability to continue working is determined to be medically inappropriate by her own physician, the Board's physician or where those physicians disagree, a third jointly selected by the Board and the principal who shall examine the principal and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The fee of the third physician shall be borne equally by the Board and the principal.

c. Any other just cause as defined in Title 18 A.N.J..S.A.

8. A principal adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said child, or earlier if necessary to fulfill the requirements of adoption.

9. A leave of absence without pay for one year may be granted for the purpose of caring for a sick member of the principal's immediate family.

10. All extensions or renewals of leaves shall be applied for in writing.

11. A leave of absence without pay for one year will be granted in the case of a principal's extended illness. The request for leave shall be accompanied by documentation such as a physician's certificate.

ARTICLE XII - PERSONAL LEAVE

Present policy 4152.6 as adopted by the Board of Education 8/20/68 to be effective as of 9/1/68 shall continue for the term of this agreement.

It shall be the policy of the West Paterson Board of Education to grant personal leave with full pay, for the reasons stated below.

Three days shall be granted during each school year and no unused days shall be accumulated for use in another year.

Personal leave applied to all school personnel:

1. Special religious purposes.
2. House closing.
3. Court appearance when required.
4. Military Service physical examination.
5. illness of member of the immediate family (spouse, child or parent).
6. Time necessary for Jury Duty.
7. Time necessary to perform such obligations of an intimate personal nature shall require a reason be given only when so requested by the Superintendent.

8. Bereavement Leave - 3 days not to be counted against any of the above, shall be granted for a death in the immediate family including husband, wife, father, mother, sister, brother, daughter, son, and the employee's grandparents, legal guardian or foster parents, and in-laws, aunts, uncles, nieces and nephews; one day personal leave shall be granted for the death of a friend.

Any other reason for personal leave subject to the Superintendent's approval may be taken without compensation and in no case will consideration be given for personal leave other than stated above. The Superintendent or his/her delegated agent shall be notified in sufficient time to secure a substitute.

ARTICLE XIII - PROFESSIONAL DEVELOPMENT & EDUCATIONAL IMPROVEMENT

The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions which a principal is required and/or requested to take by the administration.

These expenses shall include the following workshops:

1. N. J. Principals and Supervisors Convention - not to exceed \$150.00 per day with \$300.00 maximum for incurred expenses for all covered personnel.
2. National Principals and Supervisors Convention - not to exceed \$200.00 per day with \$800.00 maximum for incurred expenses plus economy airfare to each of 2 covered employees.

ARTICLE XIV - EMPLOYEE PAID BENEFITS

In the event the Association should, at a later date desire to obtain additional benefits for their members. The Association shall notify the Board of Education of its intention in writing 30 days prior to the start of the school year in which the benefits are to be obtained.

The Board of Education agrees to administer the program at a cost to each member of the Association of 102 percent of the incur cost, payable in equal installments which will be deducted from the Association members salary.

ARTICLE XV - INSURANCE PROTECTION

Insurance coverage shall be the same as that for all other Board employees.

ARTICLE XVI - CURRICULUM AND STAFFING COMMITTEE

The principals may participate in the meetings and discussions of the Curriculum and Staffing Committee.

ARTICLE XVII - MISCELLANEOUS PROVISION

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association, to Board at 853 McBride Avenue, West Paterson, New Jersey 07424.
2. If by Board, to Association at School #1, McBride Avenue, West Paterson, New Jersey 07424.

ARTICLE XVIII

A. All employees covered by this agreement shall be entitled to twelve paid accumulative sick days per year.

B. The provisions of R.S. 18A:30-1 to and including R.S. 18A:30-4 dealing with sick leave, credit from unused sick leave, accumulations of sick leave and requirement for a physician's certificate are incorporated in this agreement and made a part hereof as though set forth herein at length.

C. Upon a certified retirement any employee covered by this agreement who has completed at least fifteen (15) contractual years in the West Paterson School District shall be paid at the rate of one-half ($\frac{1}{2}$) days' pay for each accrued sick day, with the following maximums:

1989-90 - \$9,500.00

1990-91 - 10,500.00

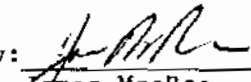
1991-92 - 11,500.00

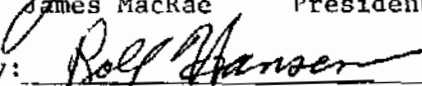
ARTICLE XIX - DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1992.

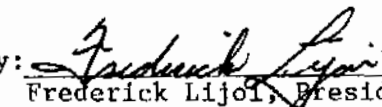
2. In witness thereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed hereon, all on the day and year first above written.

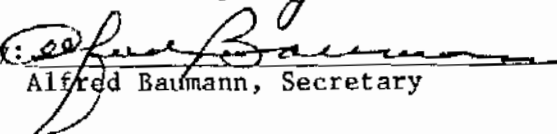
West Paterson Board of Education:

By: 
James MacRae President

By: 
Rolf Hansen, Secretary to the Board

West Paterson Principals and Supervisors Association:

By: 
Frederick Lijoi, President

By: 
Alfred Baumann, Secretary

ATTACHMENT "A"

SALARY GUIDE

PRINCIPALS

<u>STEP</u>	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
1	\$ 47,384.00	\$ 51,056.00	\$ 55,140.00
2	50,328.00	54,228.00	58,566.00
3	53,276.00	57,405.00	61,997.00
4	56,224.00	60,581.00	65,427.00
5	59,172.00	63,758.00	68,859.00
6	62,119.00	66,933.00	72,288.00
7	65,069.00	70,112.00	75,721.00

VICE PRINCIPAL, SUPERVISOR OF FUNDED SERVICES, SUPERVISOR OF INSTRUCTION

<u>STEP</u>	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
1	\$ 46,123.00	\$ 49,698.00	\$ 53,674.00
2	48,080.00	51,806.00	55,950.00
3	49,938.00	53,808.00	58,113.00
4	51,995.00	56,025.00	60,507.00
5	53,950.00	58,131.00	62,781.00
6	55,907.00	60,240.00	65,059.00
7	57,864.00	62,348.00	67,336.00

SUPERVISOR OF BUILDINGS AND GROUNDS

<u>STEP</u>	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
1	\$ 27,000.00	\$ 29,093.00	\$ 31,420.00
2	28,300.00	30,493.00	32,932.00
3	29,600.00	31,894.00	34,446.00
4	30,900.00	33,294.00	35,958.00
5	32,200.00	34,696.00	37,472.00
6	33,500.00	36,096.00	38,984.00
7	34,800.00	37,500.00	40,500.00

ATTACHMENT "B"

LONGEVITY

All principals who have completed a minimum of fifteen successive years of full-time employment by the West Paterson Board of Education shall thereafter be entitled annually to a longevity stipend as described below:

<u>AFTER</u>	<u>1989-90</u>	<u>1990-91</u>	<u>1991-92</u>
15/yrs	\$1,200.00	\$1,400.00	\$1,600.00
20/yrs	1,800.00	2,100.00	2,400.00
25/yrs	2,300.00	2,600.00	2,900.00
30/yrs	3,300.00	3,600.00	3,900.00

An approved leave of absence shall not be deemed an interruption in employment. Payment of this longevity stipend shall be pro-rated if eligibility arises during the school year.