

THIS DOES NOT  
CIRCULATE

A G R E E M E N T

between the

BOARD OF EDUCATION OF WARREN TOWNSHIP  
THE COUNTY OF SOMERSET, NEW JERSEY

and the

WARREN TOWNSHIP ELEMENTARY  
SCHOOL ADMINISTRATORS ASSOCIATION

for the  
School Years 1978-79 & 1979-80

LIBRARY  
Institute of Management and  
Labor Relations

JAN 17 1979

RUTGERS UNIVERSITY

June 1978

ARTICLE I

RECOGNITION

Pursuant to the provisions of C. 303 of the Laws of New Jersey, 1968, the Warren Township Board of Education hereby recognizes the Warren Township Elementary School Administrators Association as majority representative and as the exclusive and sole representative for collective negotiations for its members concerning terms and conditions of employment for the following personnel, whether under contract, on leave, now employed or as may be hereafter employed by the Board:

Principals

Child Study Team Director

The term "administrator" when used hereinafter in this agreement shall refer to all employees in the bargaining unit as above defined and references to male administrators shall include female administrators.

ARTICLE II

NEGOTIATIONS PROCEDURE

The parties agree to enter into collective negotiations over a successor Agreement in accordance with C. 303, P.L. of New Jersey 1968, such negotiations shall begin not later than September 15.

## ARTICLE III

GRIEVANCE PROCEDURE

## Definition:

- A. A "grievance" shall mean a claim by an administrator based upon the interpretation, application, or violation of this agreement, board policies, or administrative decisions affecting an administrator or a group of administrators. A grievance to be considered under this procedure must be initiated by the administrator within five days of its occurrence. Exclusion: A complaint of a non-tenure administrator which arises by reason of his not being re-employed.
- B. 1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate.
2. Failure to communicate a decision on a grievance within the specified time limits, at a given step, shall permit the aggrieved employee to proceed to the next step of the grievance procedure. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. It is agreed and understood that all administrators, including the grievant, shall, during and notwithstanding the pendency of any grievance, continue under the direction of the superintendent and continue to observe all assignments and applicable rules and regulations of the Board until such grievance or grievances and any affect thereof shall have been fully determined.
4. 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. They may be extended only by mutual consent in writing.

## C. Level One

Any administrator who has a grievance shall present that grievance in writing to the Superintendent of Schools in an attempt to resolve the matter informally at that level.

### Level Two

If, as a result of the informal discussion based upon the written grievance, the matter is not resolved to the satisfaction of the administrator within ten working days from the date of the informal discussion, he shall again present his grievance in writing to the Superintendent of Schools specifying:

1. The nature of the grievance and the date of the event.
2. The solution sought.
3. The result of previous informal discussion.
4. Dissatisfaction with the conclusion(s) reached by the Superintendent after the informal discussion:

A copy of the grievance shall be promptly forwarded to the administrator and/or the W.T.E.S.A.A. by the Superintendent. The Superintendent shall communicate his decision, with specific reasons, to the administrator within ten working days of the receipt of the written grievance.

### Level Three

If the administrator is not satisfied with the disposition of his grievance at Level Two, he may file his grievance in writing with the Board of Education (copy to the Superintendent) within five (5) working days after receipt of decision at Level Two. The Superintendent shall forward all related papers to the Board of Education within ten working days after the filing of the grievance with the Board of Education. The Board shall review the grievance and render a decision in writing within twenty (20) calendar days of receipt of the grievance by the Board; if, in the Board's judgment, a hearing is to be scheduled with the administrator such hearing shall be held within 20 working days of the receipt of the grievance by the Board, and a decision shall be rendered in writing within ten working days of the hearing.

### Level Four

Appeals beyond Level Three may be made as prescribed by law.

## Grievance Procedure, cont.

## D. Rights of Administrators to Representation

1. 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.
2. When an administrator is not represented by the Association in the processing of a grievance, the Association shall, at the time of the submission of the grievance at Level Two, with the consent of the aggrieved, be notified that the grievance is in process, have the right to be present and present his position in writing at all meetings held with the administrator concerning the grievance and shall receive a copy of all decisions rendered.

- E. Any grievance processed by the Association must be with the consent of the aggrieved party.

## ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any member of the Association or any administrator is mutually scheduled by the parties to participate during work hours in negotiations, grievance proceedings excluding Level Four, conferences or meetings, he shall suffer no loss in pay.
- B. The rights and privileges of the Association and its members as set forth in this agreement shall be granted to the Association as the representative of the administrators, and to no other comparable administrator organizations.
- C. The Board agrees to furnish the Association in response to reasonable requests, available information concerning the financial resources of the district, i.e., A-4 audit, A-7 report, agendas and minutes of all public board meetings, census data, individual and group teacher health insurance premiums relative to cost with names and classifications of illness to be withheld.

## ARTICLE V

CONTRACTUAL YEAR

- A. The contractual year for twelve (12) and ten (10) month administrators shall include vacation policy as amended by the Board June, 1974.
- B. Three Convention days - N.J.C.S.A. Spring Conference (2 days) and N.J.E.P.A. (1 day) shall be allowed annually.
- C. Unused vacation days are not cumulative.

ADMINISTRATIVE

- A. All fringe benefits extended to the W.T.E.A. shall be extended to the W.T.E.S.A.A. with the exception of Sabbatical Leave.
- B. Membership dues for administrators will be paid by the Board of Education for one Association of their choice.
- C. Members who use their autos in performance of their duties during 1978-79 and 1979-80 shall be reimbursed at the following rates:
- \$200.00 - Mrs. Israel
  - \$150.00 each - Dr. Ciklamini, Mr. Gallina,  
Mr. Gundersen, Mr. Mansbery

## ARTICLE VII

SALARIES

- A. The salaries of all administrators covered by this agreement are set forth by the following salary guide and ratio:
- I. Base Salary
- a. Salary guide Schedules A & B (attached)- step determined by:
- (1) Adding all years of public school administrative experience
  - (2) Up to eight years previous teaching experience
  - (3) Military service
  - (4) \$500. differential for doctorate added to final salary.
  - (5) 17 year step shall be a combination of (1), (2), and (3) without reference to Warren.
- b. Ratios
- |   | <u>12 mos.</u> | <u>10 mos.</u> |
|---|----------------|----------------|
| (1) Middle School Principal   | 1.45           |                |
| (2) Elementary Principal  | 1.35           | 1.25           |
| (3) C.S.T. Director   |                | 1.20           |
| (4) After completion of ten years administrative experience in Warren add .04 to ratio. |                |                |