

AGREEMENT

between

THE METUCHEN BOARD OF EDUCATION

and

THE METUCHEN PRINCIPALS AND SUPERVISORS ASSOCIATION

JULY 1, 2017

through

JUNE 30, 2020

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Attachment: Schedule A - Base Salaries and Longevity Schedule
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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 inequitably by reason of an 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 Public Employment Relations Commission 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 an appropriate supervisor in accordance with TEACHNJ and ACHIEVENJ.

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 three (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. Employees hired on or after May 21, 2010 are capped at the amount of sick leave accumulated not to exceed 100 days or \$15,000, whichever is less.

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

E. Family Illness Days

Administrators are entitled to two (2) Family Illness Days per school year. Family Illness Days are defined as an absence from an employee's post of duty due to the need to care for and/or assist an immediate family member (spouse, partner in a civil union, child, mother, father, brother, sister, grandparent, or a relative who lives within the household of the staff member) with an illness or injury, as defined in N.J.S.A. 18A:30-1.

Administrators are not entitled to accrue and/or carry over Family Illness Days.

All Administrators who use a Family Illness Day shall provide the Superintendent with a Physician's Certification on the first day they return to work. In the event they are unable to obtain a Physician's Certification, they must complete the Certification annexed hereto as Appendix A.

ARTICLE IX

VACATION

- a) The work year for all administrators shall be from July 1 to June 30 for each school year of this Agreement. Current employees will be credited 22 vacation days at the start of each school year. Newly hired employees shall have their vacation days in the first year pro-rated based on their start date i.e. an Administrator starting January 1st will receive 11 vacation days for that school year.

Employees having accrued vacation days on or before June 30, 2014 may continue to carry those vacation days over from one year to the next.

Effective July 1, 2014, no more than ten (10) vacation days, credited on or after July 1, 2014, may be carried over to the following school year. All other unused vacation days, credited on or after July 1, 2014, will roll into sick leave.

- b) 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.

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

ARTICLE X

INSURANCE

The Board shall offer healthcare insurance to all eligible employees and their families with the employee contributing in the amount established below and the Board paying the remainder.

Employees' health benefits contributions shall be the greater of the following:

- a) 1.5% of their annual salary OR
- b) The fully phased in c. 78 contribution rate.

Employees may choose single, parent/child, spouse/party to civil union, or family coverage.

If two employees of the district, either one who is on the payroll prior to the execution of this agreement, are married to each other, and one spouse elects PPO coverage while the other elects POS coverage, the Board will provide insurance coverage for each on a single basis. Alternately, the Board will provide coverage for one family unit, either within the POS or under the provisions of the PPO.

The Board will provide all employees covered by the contract a PPO with a \$15 co-pay. Employees shall have a \$300 individual and \$600 family annual deductible for out of network doctors/medical care. Employees shall have an out of pocket maximum, after the deductible, of \$500 individual and \$900 family for out of network doctors/medical care. Emergency Room Co-Pay shall be \$100. Dental benefits paid by the Board shall be \$2000 per person in the family per year. The Board shall pay \$100 per person in the family for eyeglasses per year and for one eye exam per person in the family per year.

A child care flexible spending account may be established by the employee.

Subject to the provisions listed above, the Board will provide dental insurance coverage for employees and eligible dependents. Coverage will be provided according to the schedule of reasonable and customary charges as currently outlined in the master Agreement between the insurance carrier and the Board.

There will be a \$100 per individual and \$200 per family annual deductible, with a maximum limit of \$2,000 in benefits per person, per calendar year, with orthodontia limited to \$750 per person lifetime.

Subject to the provision listed above, the Board will provide a prescription plan with a \$5 co-pay for generic drugs, a \$16 co-pay for brand name drugs, and a \$20 co-pay for non-formulary drugs. This plan will include prescription contraceptives. Mail Order program is available with a co-pay 2 times the retail co-pay for up to a ninety (90) day supply.

The Board retains the right to change insurance carriers as long as the coverage provided is equal or better than that of the current carrier. Notwithstanding the foregoing, the Board shall have the right, at its discretion, to provide medical insurance/prescription coverage contracted from the State's School Employees Health Benefits Program ("SEHBP"), encompassing the full slate of SEHBP offerings (i.e., PPOs, HMOs, etc.) in lieu of the plan in effect on June 30, 2017.

The Board shall further have the right, at its discretion, to move from the SEHBP to a private insurance plan which is equal or better than the plan in effect on June 30, 2017 without further discussions with the Association.

Except for employees taking an unpaid leave of absence pursuant to the New Jersey Family Leave Act, N.J.S.A. 34:11b-1 et. seq. and/or the Federal Family and Medical Leave Act, 29 U.S.C. 2601 et. seq., members of the bargaining unit on an approved leave of absence without pay, at their option may continue their health benefits with all premiums being paid by the member, provided said procedure is allowed by the insurance carrier.

ARTICLE XI

PROFESSIONAL DEVELOPMENT

Administrators enrolled in graduate courses pre-approved by the Superintendent will be eligible for tuition grants per the current Teacher's 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.

Administrators are eligible to receive up to \$3000 in tuition reimbursement, per year, for coursework completed in furtherance of achieving a doctoral degree.

ARTICLE XII

SALARY PROVISIONS

The salaries for the administrators for and during the term of this Agreement are set forth in the Attachment Schedule A.

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 mileage reimbursement up to \$500 per year per the OMB rate.

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 portable device. The device 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.

Overnight trips, pre-approved in writing by the Superintendent, shall be reimbursed up to \$100 per night.

Administrators shall receive compensation of \$150 per year for data usage on their personal mobile phone.

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

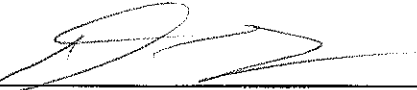
DURATION

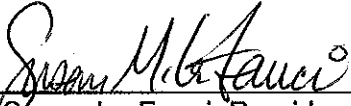
This Agreement will remain in full force and effect from July 1, 2017 through June 30, 2020.

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

METUCHEN BOARD OF EDUCATION

METUCHEN PRINCIPALS AND SUPERVISORS ASSOCIATION

By: 
Dan Benderly, President

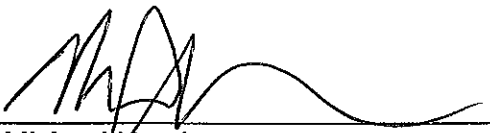
By: 
Susan La Fauci, President


Date: 8/28/17

Date: 8/24/17

Attest:

Witness:

By: 
Michael Harvier
Business Administrator/Board Secretary

By: 

Date: 8/28/17

Date: 8/24/17

**Schedule A-
Metuchen Principals
and Supervisors
Association
Salary Guide**

	2017/2018	2018/2019	2019/2020
Kathy Glutz	\$146,109		
Kevin McPeak	\$139,000	\$143,962	\$148,122
Brian Stike	\$110,084	\$114,584	\$117,896
Ed Porowski	\$128,348	\$132,930	\$137,456
Brooke Kirschner	\$113,590	\$117,645	\$121,045
Bruce Peragallo	\$141,403	\$146,451	\$150,683
Susan LaFauci	\$114,465	\$118,551	\$122,587
John Cathcart	\$135,584	\$140,424	\$144,482
Christine DeSimone	\$106,439	\$110,790	\$113,992
Kathleen Henn	\$109,911	\$114,404	\$117,710
Sean Powers 3/30/15	\$106,439	\$110,239	\$113,992
Suzy Azevedo 11/2/15	\$106,320	\$110,116	\$113,298
Derek Khoudja 3/6/17	\$103,837	\$107,544	\$110,652

Longevity equals one-half percent (1/2 %) of every 5th year on previous year's salary.

APPENDIX A

FAMILY ILLNESS DAY SELF-CERTIFICATION OF ABSENCE

EMPLOYEE NAME:

NAME/RELATIONSHIP OF FAMILY MEMBER:

DATE OF FAMILY MEMBER'S ILLNESS:

DESCRIPTION OF FAMILY MEMBER'S ILLNESS:

I completed the herein Certification of my own free will and volition and have had the opportunity to review the statements/representations made within. I certify and/or affirm, under penalty of applicable law, that the aforementioned statements/representations are truthful and accurate. I further certify that the "Family Member" identified by me above is, in fact, a "Family Member" as set forth in the collectively bargained agreement. I am aware and acknowledge that if any of the foregoing statements by me are willfully false, I am subject to disciplinary action.

Dated: