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AGREEMENT  
BETWEEN THE  
SOUTH PLAINFIELD PROFESSIONAL SUPERVISORY PERSONNEL UNIT, INC.  
AND THE  
SOUTH PLAINFIELD BOARD OF EDUCATION

71-72

July 1, 1971  
through  
June 30, 1972

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PREAMBLE

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_\_, by and between the Board of Education of South Plainfield, the Borough of South Plainfield, New Jersey, hereinafter called the "Board" and the South Plainfield Professional Supervisory Personnel Unit, Inc., hereinafter called the "Professional Supervisory Unit."

The inclusion of the corporate unit in this agreement and any subsequent agreement in lieu of the former unincorporated unit is not done to limit the liabilities and responsibilities of each individual employee member of the unit under this contract, applicable statutes, or as employee, and each is accordingly bound and remains bound to such liabilities and responsibilities. Any limits of liability are solely intended as to third parties and is the primary reason for such incorporation. Subject to the language of this Agreement and in accordance with all applicable laws, all rights of the Board against individual employees, including sanction, remain intact. The South Plainfield Professional Supervisory Personnel Unit, Inc. represents it has authority of all individuals within the Unit to make the above representations and agreement

ARTICLE I

RECOGNITION

Pursuant to Chapter 303, Laws of 1968 as amended, of the State of New Jersey known as the New Jersey Public Employer-Employee Relations Act, the South Plainfield Board of Education hereby recognizes the South Plainfield Professional Supervisory Personnel Unit, Inc. as exclusive representative for the purposes of collective negotiations concerning terms and conditions of employment for all full-time certificated personnel under contract to the Board of Education as included herein:

District Coordinator of Athletics, Health and  
Physical Education in Grades K through 12  
Director of Guidance  
Area Chairmen  
High School Principal  
Assistant Principals, High School  
Middle School Principal  
Assistant Principal, Middle School  
Elementary School Principals

All positions or similar positions to those herein enumerated shall be considered as part of the Professional Supervisory Unit.

but excluding:

Superintendent of Schools  
Assistant Superintendent of Schools  
Secretary/Business Manager  
Director of Special Services

Coordinator of Auxiliary Services  
Secretary/Business Administrator  
Coordinator of Curriculum & Instruction

All other employees of the South Plainfield Board of  
Education.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### Definition:

- A. A Grievance shall be defined pursuant to N.J.S.A. 34:13A-5.3, which states in pertinent part as follows: "Public employees shall negotiate written policies setting forth grievance procedures by means of which their employees or representatives of employees may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them."
- B. A Grievance to be considered under this procedure must be initiated by the administrator or supervisor within thirty (30) days of the time the administrator or supervisor knew or should know of its occurrence.
- C.
  - 1) It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
  - 2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. 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 understood that administrators or supervisors shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations to the Board until such grievance and any effect thereof shall have been fully determined.
  - 4) Since it is important that grievance 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.

#### D. Level One

Any administrator or supervisor who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.

#### Level Two

If as a result of the discussion the matter is not resolved to the satisfaction of the administrator or supervisor within ten (10) calendar days, he may set forth his grievance in writing to his immediate superior on the grievance forms provided.

The immediate superior shall communicate his decision to the administrator or supervisor in writing with reasons within three (3) school days of receipt of the written grievance.

#### Level Three

The administrator or supervisor, no later than five (5) school days after receipt of his immediate superior's decision, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing with reasons to the employee and the immediate superior.

#### Level Four

If the grievance is not resolved to the administrator's or supervisor's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision in writing with reasons within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

#### Level Five

If the decision of the Board does not resolve the grievance to the

satisfaction of the administrator or supervisor and the administrator or supervisor wishes review by a third party, and if the matter pertains to this Agreement, between the Board and the Professional Supervisory Unit, he shall so notify the Superintendent within ten (10) school days of receipt of the Superintendent's decision. An administrator or supervisor, in order to process the grievance beyond level four, must have his request for such action accompanied by the written recommendation for such action by the Professional Supervisory Unit.

No claim by an administrator or supervisor shall constitute a grievable matter beyond level four or be processed beyond level four if it pertains to (a) any matter for which a detailed method of review is prescribed by law, (b) any rule of regulation of the State Commissioner of Education, but not to the violation, interpretation, or application of such a rule or regulation, (c) any by-law of the Board of Education pertaining to its internal operation, or (d) any matter which according to law is beyond the scope of Board authority.

#### E. Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of an arbitrator:

- 1) A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- 2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- 3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- 4) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

#### F. Rights of Administrators or Supervisors 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 Professional Supervisory Unit.
- 2) When an administrator or supervisor is not represented by the Professional Supervisory Unit in the processing of a grievance, the Professional Supervisory Unit shall at the time of submission of the grievance at level two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the administrator or supervisor held concerning the grievance and shall receive a copy of all decisions rendered.

#### G. Miscellaneous

Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Unit and shall be similar to those utilized by other South Plainfield personnel.

#### H. Costs

- 1) Each party shall bear the total cost incurred by themselves.
- 2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.
- 3) Employees will be paid for time actually lost during the course of arbitration proceedings up to a maximum of one (1) day and the balance shall be charged to personal time.

### ARTICLE III

#### PROMOTIONS

Notification of all open positions recognized in Article I in the South Plainfield School District shall be posted in all schools and sent to the Professional Supervisory Unit President. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within fifteen (15) days after the date of the notice. No permanent appointment to a position posted shall be made until twenty (20) days after the posting notice has been issued.

## ARTICLE IV

SCHOOL CALENDAR

The Professional Supervisory Unit shall have an opportunity to make recommendations to the Superintendent of Schools regarding the school calendar prior to final determination and adoption by the Board of Education.

## ARTICLE V

SALARIES AND EMPLOYMENT

- A. The salaries of all administrators and supervisors covered by this Agreement are set forth in "Appendix A", Part 1 and 3 which is attached hereto and made a part hereof.
- B.
- 1) Administrators or supervisors employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
  - 2) Administrators or supervisors employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.
  - 3) Administrators or supervisors on a ten (10) month contract may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the administrator or supervisor on the final pay day in June.
  - 4) When a pay day falls on or during a school holiday, or week-end, administrators or supervisors shall receive their pay checks on the last previous working day, and also before personal vacation or summer recess if the Board Secretary has reasonable notice to accommodate the Business Office.
  - 5) Each administrator or supervisor shall be paid according to the salary schedule as of the beginning of the school year in accordance with Appendix A, Parts 1 and 2.
  - 6) Appendix A, Part 2, upon which Part 1 is based, shall continue until June 30, 1972.  
 Appendix A, Part 2 shall not be reinstated as part of the Party's agreement unless or until, recommended by the Study Committee on Pay Formula established herein, paragraph 9, below.  
 Credit not to exceed four (4) years for military experience may be granted; however, the total prior service shall not exceed the maximum step.
  - 7) a. Administrators or supervisors shall be notified of their contract contract and salary status no later than April 1 of the ensuing year.
  - b. In the event that agreement is not reached by this time the Board of Education shall adopt the contract at the next public Board meeting after final approval by both parties, and issue contracts within a period of two (2) weeks thereafter.



- 8) The Board of Education agrees to hire as administrators or supervisors only those individuals who comply with the rules and regulations of the New Jersey State Board of Examiners.
- 9) The Board and the Professional Supervisory Unit agree to form a joint study committee of not more than two (2) representatives appointed by the President of the Professional Supervisory Unit and two (2) representatives appointed by President of the Board to study and make any recommendations to both parties concerning a plan of payment for members of the Professional Supervisory Unit no later than May 15, prior to the beginning of the 1972-73 school year.

#### ARTICLE VI

##### SUPERVISORY DUTY OBLIGATION

- A. In consideration of the salary ratio as indicated in Appendix A, Parts 1 and 2, all members of the Professional Supervisory Unit agree that professional standards dictate that the requirements of the position for each supervisor will be fulfilled.

#### ARTICLE VII

##### SABBATICAL LEAVE

Sabbatical leave is a plan designed to help maintain supervisory service at the highest level of quality and efficiency. While satisfactory service is its prerequisite, sabbatical leave is not a reward for past accomplishments. On the contrary, it is a privilege granted to employees for their professional advancement so that they may better serve the local school district.

The policy of granting sabbatical or professional leaves of absence is established solely for the purpose of promoting the more efficient conduct of the public schools. In no case, therefore, is an application for such leave recommended by the Superintendent or approved by the Board of Education unless in their considered judgment the professional competence of the staff member and the general efficiency of the school system will thereby be benefited. Sabbatical leaves may be granted to no more than one employee at any one time.

The best criterion for judging a particular leave of absence procedure is whether in the long run it will contribute to the improvement of supervisory service.

#### Eligibility

1. Any employee who has completed seven or more years of continuous satisfactory service in the South Plainfield Public Schools may, upon recommendation of the Superintendent, provided such applicant shall not have reached his fifty-ninth birth date, be granted leave of absence for one full year for study or travel on a full-time basis. Subsequent leaves will not be authorized unless and until one shall have re-established eligibility by serving another period of seven continuous years of successful service.

#### Application for Leave

2. Application for sabbatical leave shall be made on or before January 1 of any year. If approved, such leave shall officially begin at the beginning of the school year immediately following.
3. Applications shall be made to the Superintendent and must include a program or itinerary to be followed by the employee during the period of leave.
4. In recommending sabbatical leaves of absence, the Superintendent shall give consideration to the use to be made of the requested leave and to seniority in service. Due consideration shall be given to the reasonable and equitable distribution of the applications among the different schools and departments.
5. Each applicant shall be notified promptly by the Superintendent in writing of the decision of the Board concerning his application, which decision of the Board shall be rendered no later than the regular March Board hearing.

#### Physical Examination

6. If an application for sabbatical leave is favorably considered by the Superintendent, the applicant may be given in advance of approval, a physical examination at the discretion of the Board of Education for the purpose of determining whether there is reasonable probability that he or she will be physically able to return to service and teach for the minimum period required by these regulations. As a condition of sabbatical leave up to and including the expiration thereof, the applicant's health shall remain generally as at the time of such examination.

### Subsequent Service

7. As a condition to being granted leave, the employee shall enter into a contract upon terms to be mutually agreed upon to continue in the service of the South Plainfield Board of Education for a period of not less than two years after the expiration of the leave of absence.
8. If an employee fails to continue in service after such leave of absence, such employee shall repay to the Board of Education of the Borough of South Plainfield, in the County of Middlesex, a sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two subsequent years of service bears to the full two years, unless such employee is incapacitated, has been discharged, or has been released for good and sufficient reasons by the Board of Education from this obligation. Promissory note required. An agreement and note or notes encompassing the provisions herein shall be signed by the member of the professional staff in advance of taking such sabbatical leave.

### Status of Tenure and Pension

9. The period of sabbatical leave shall count as regular service for the purpose of retirement planning and contributions by the employee to the retirement fund shall continue as usual during such period. Tenure rights shall not be impaired.

### Illness or Accident

10. Should the program of study or itinerary being pursued by an employee on sabbatical leave be interrupted by a serious accident or illness during such leave (established by evidence satisfactory to the Superintendent) this fact shall not constitute a breach of the conditions of such leave nor prejudice the teacher against receiving all the rights and benefits provided for under the terms of sabbatical leave, providing the Superintendent was notified of such accident or illness by registered letter within ten days of its occurrence or ten days from applicant's ability to give such notice, whichever is later.

### Forfeiture of Leave

11. If a Superintendent has sufficient facts to indicate that an employee on sabbatical leave may not be fulfilling the purpose for which the leave of absence was granted, he shall report this fact to the Board of Education and the Board may terminate the leave of absence as of the date of its abuse after giving the employee an opportunity to be heard.

Sabbatical to Maternity Leave

12. If an employee on sabbatical leave of absence shall ascertain that she is pregnant, she shall immediately report this fact to the Superintendent and shall be transferred from sabbatical to maternity leave of absence as of the date upon which she would have been required to accept leave of absence under the rules regulating maternity leave. A doctor's certificate shall be required as proof of pregnancy. An employee may apply to the Board for a relaxation of rules as to the date of transfer from sabbatical to maternity.

Return to Active Employment

13. A. At the expiration of sabbatical leave, the certificated employee shall be reinstated in the position held by such employee at the time such leave was granted, unless he or she shall agree otherwise, provided conditions do not arise which, in the judgment of the Board, indicate the desirability of changing such employee's location and type of work. Presentation of a written report to the Superintendent of Schools in which is stated the activities engaged in while on sabbatical leave and the subsequent benefits expected therefrom is required by September 30.
- B. Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

Salary

14. The salary granted to an employee on sabbatical leave shall be up to seventy-five (75%) per cent ( $3/4$ ) and not less than fifty (50%) per cent ( $1/2$ ) of the salary to which he would have been entitled if not on leave, less the regular deduction for U.S. Federal Income Tax, Social Security, and for N.J. Teachers' Pension Fund as computed for all present entrants employed in the State.
15. Salary shall be paid in accordance with the general time schedule for payment of salaries in the South Plainfield Public Schools unless other mutually satisfactory arrangements are made.

ARTICLE VIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

If in the event the Board of Education requires an administrator or supervisor to take course work in order to maintain his position, the

Board of Education agrees to reimburse said administrator or supervisor for the cost of the tuition pertaining to such course, or to provide the course at no cost to the administrator or supervisor.

The Board agrees to involve the Professional Supervisory Unit in the planning of courses, work shops, conferences, and programs designed to improve the quality of instruction in the South Plainfield Public Schools.

## ARTICLE IX

### INSURANCE PROTECTION

As of the beginning of the 1971-72 school year, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each administrator or supervisor and in cases where appropriate for family-plan insurance coverage except then it will pay one-third (1/3) family insurance coverage for a first year administrator or supervisor, two-thirds (2/3) family insurance coverage for a second year administrator or supervisor and full family coverage from that point on.

1. For each administrator or supervisor who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period from the earliest possible date on which enrollment in the plan is possible.
2. Provisions of the health-care insurance program shall be detailed in master policies and contracts, and they shall include Blue Cross, Blue Shield, Rider J and Major Medical as contained in the insurance existing as of this date.

The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts, provided that the carrier allows provision for such continuance and the retiree agrees to pay the premiums involved.

The Board shall instruct the carrier to provide each administrator or supervisor a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of the 1971-72 school year, which shall include a clear description of conditions and limits of coverage as listed above.

## ARTICLE X

SICK LEAVE

- A. All ten (10) month administrators or supervisors employed shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. All twelve (12) month administrators or supervisors shall be entitled to twelve (12) sick leave days each school year. Administrators or supervisors entering the district shall receive sick leave on a pro rata basis of one (1) day per month. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Previously accumulated unused sick leave days, accumulated in the South Plainfield Schools shall be reinstated upon an administrator's or supervisor's return to the school system.
- C. Sick Leave Extended - The Board of Education agrees that in the event a tenure administrator or supervisor utilizes all his accumulated sick leave due to a protracted illness of more than thirty (30) working days, they will pay to him the difference, if any, between his contract salary and that of his replacement for the balance of the contract year or the duration of such illness whichever period is of lesser duration.

## ARTICLE XI

TEMPORARY LEAVE OF ABSENCE

- A. As of the beginning of the 1971-72 school year, administrators or supervisors shall be entitled to non-accumulated leave of absence with full pay for the following reasons up to a maximum of five (5) days in any contract year:
  - 1) Marriage in immediate family.
  - 2) Graduation exercises of the employee or his children.
  - 3) Required appearance in court or other legal obligations.
  - 4) Past practices of the Board of Education relative to requests for leave time concerning religious holidays and ceremonies will remain unchanged.
  - 5) As may be required to meet the beginning or ending dates of NDEA institutes, etc.

- 6) Attendance of Professional Supervisory Unit representatives at conferences and conventions of state and national organizations. (The combined total of all Professional Supervisory Unit representatives shall not exceed three (3) man days.)
- 7) Administrators or supervisors shall be granted one (1) temporary leave day without specifying the reason if they deem it to be of a personal nature.
- 8) Up to three (3) days may be granted for serious illness in the immediate family (husband, wife, children, and other members of the same home; father, mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law.)
- 9) Up to three (3) school days per year may be granted for death in the immediate family (husband, wife, children, and other members of the same home; father and mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law.)

Personal leave for other than the above reasons shall require the Superintendent's agreement and written consent before said leave is taken.

B. All leaves of absence referred to in this section are subject to the following conditions:

- 1) At least three (3) school days notice shall be given in requesting a personal day through the immediate superior.
- 2) The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any requests for the above days.

C. Extensions to any temporary leaves of absence referred to in Sections A and B as outlined above may be made at the discretion of the Superintendent of Schools.

D. A regularly appointed administrator or supervisor who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence with pay. Whenever such military field training or attendance at service schools requires that the administrator or supervisor remain for a longer period than the prescribed two (2) weeks, the administrator or supervisor shall receive the difference between his pay and his military pay for the remainder of such time, provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year.

Should any military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave without pay for each additional period shall be granted.

- E. Leaves taken pursuant to this ARTICLE shall be in addition to any sick leave to which the administrator or supervisor is entitled.

## ARTICLE XII

### EXTENDED LEAVES OF ABSENCE

- A. An administrator or supervisor on tenure may be granted within reasonable limits a leave of absence without pay for up to one (1) year (July 1st to June 30th) to teach in an accredited college or university.
- B. Military leave without pay shall be granted to any administrator or supervisor who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.
- C. A tenure administrator or supervisor shall notify the Superintendent by forwarding a doctor's certificate of her pregnancy as soon as it is medically confirmed. Said administrator or supervisor may request a maternity leave without pay and said leave shall be granted. The leave shall become effective three (3) months prior to the anticipated date of birth of the child and shall terminate six (6) months after the birth of the child. Return from maternity leave shall occur at the beginning of the school year where possible. A return from maternity leave during the school year will require the recommendation of the Superintendent of Schools.

Request for maternity leave which commences November 1st or sooner in the school year may be made effective as of September 1st at the discretion of the Superintendent of Schools.

- D. Any female tenure administrator or supervisor adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. No administrator or supervisor on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the South Plainfield School District in the area of her certification or competence, provided she shall have the recommendation of the Superintendent of Schools.



- E. Other leaves of absence up to one (1) year without pay may be granted to any administrator or supervisor by the Board of Education upon the recommendation of the Superintendent of Schools.
- F. 1) Upon return from leave granted pursuant to Section A and B of this ARTICLE, an administrator or supervisor shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. An administrator or supervisor shall not receive increment credit for time spent on a leave granted pursuant to Section C,D or E of this ARTICLE, nor shall such time count towards the fulfillment of the time requirements for acquiring tenure.
- 2) All benefits to which an administrator or supervisor was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits toward sabbatical eligibility, shall be restored to him upon his return, and he shall be assigned within the scope of his certification as permitted by the New Jersey State Board of Examiners.
- G. All extensions or renewals of leaves shall be applied for and, if granted, be in writing.

### ARTICLE XIII

#### DEDUCTIONS FROM SALARIES

The Board agrees to deduct from the salaries of its administrators and supervisors unified dues for the South Plainfield Professional Supervisory Personnel Unit, Inc., the Middlesex County Education Association, the New Jersey Education Association and the National Education Association, as said administrator or supervisor individually and voluntarily authorizes the Board to deduct.

Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967 (NJSA 52:14 - 15.9e) as amended, and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Professional Supervisory Unit by the 15th of each month following the monthly pay period in which deductions were made. The Professional Supervisory Unit Treasurer shall disburse such monies to the appropriate association or associations.

Professional Supervisory Unit Personnel authorizations shall be in writing in the form set forth:

\*\*\*\*\*

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

School Building \_\_\_\_\_ District \_\_\_\_\_

To: Disbursing Officer, South Plainfield Board of Education

I hereby request and authorize the above-named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will discontinue such deductions only if I file such notice of withdrawal as of the January 1 or the June 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing board and all of its officers from any liability therefor.

I designate the South Plainfield Professional Supervisory Personnel Unit to receive dues and distribute according to the organization(s) indicated:

- South Plainfield Supervisory Personnel Unit
- Middlesex County Education Association
- New Jersey Education Association
- National Education Association

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Each of the associations named shall certify to the Board, in writing, the current rate of its membership dues. Any association which changes its membership dues shall give the Board written notice prior to the effective date of such change.

Additional authorizations for dues deductions may be received after August 1 under rules established by the State Department of Education.

The filing of notice of a supervisor's or administrator's withdrawal may be made any time and become effective to halt deductions as of January 1 or June 1 next succeeding the date on which notice of withdrawal is filed.

#### ARTICLE XIV

##### MISCELLANEOUS PROVISIONS

This Agreement constitutes a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

If any provision of this Agreement or any application of this Agreement, to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all administrators or supervisors now employed or hereafter employed.

Whenever any notice is required to be given by either of the parties of 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 Administration Building, Foster and New Brunswick Avenues, South Plainfield, New Jersey.
- 2) If by Board, to Professional Supervisory Unit, at the school address of the Unit President.

#### ARTICLE XV

##### DURATION OF AGREEMENT

This Agreement shall be effective retroactively to July 1, 1971, and shall continue in effect until June 30, 1972, subject to the Unit's right to negotiate over a successor Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of the Agreement, and unless such extensions are agreed upon this contract shall expire on the date indicated herein.

The Board and the Unit agree to begin negotiations over a successor Agreement no later than October 15th of the year prior to expiration of Agreement.

#### ARTICLE XVI

##### BOARD RIGHTS

The South Plainfield Board of Education on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey and of the United States, including all decisional laws and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey.

#### ARTICLE XVII

##### EVALUATIONS

Each supervisor or administrator, individually and not by representative, shall have the right to obtain a copy of any current evaluation of his performance relating to his professional duties under this Agreement, whether prepared by his immediate supervisor, the Superintendent of Schools, or the Board of Education, provided the employee shall sign and date the same to indicate that he has read it thoroughly and he shall also have the right to meet with said superior or Superintendent of Schools to discuss said evaluation.

#### ARTICLE XVIII

##### COMPLAINTS

The parties agree that complaints of any nature brought against employees to the attention of the employer should, where practicable and simultaneously with any other action, refer the complaint expeditiously to the immediate supervisor or person in authority in a given school wherein the party complained of is employed.

In witness whereof 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 thereon, all on the day and year first above written.

SOUTH PLAINFIELD PROFESSIONAL  
SUPERVISORY PERSONNEL UNIT, INC.

SOUTH PLAINFIELD BOARD  
OF EDUCATION

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
SECRETARY

\_\_\_\_\_  
SECRETARY

APPENDIX APART ISOUTH PLAINFIELD PROFESSIONAL SUPERVISORY PERSONNEL UNIT INC.SALARY GUIDE - 1971-72

Larry Carbonetti	\$ 16527.50
Larry Cashioli	16417.50
Anthony Cotoia	18781.25
Michael DeCarlo	18781.25
George Fallis	19662.50
Walter Gillis	22387.50
Robert Jarrett	19142.50
Jacob Jones	20052.50
Bernard Koziel	18752.50
John Kudrick	11440.00
Thomas Lenahan	17906.25
Harry Lobby	22087.50
Victor Porcelli	19402.50
Thomas Reilly	19402.50
William Slavoski	19402.50
David Stein	11907.00
Charles Stewart	16087.50
Ellis Williams	16667.50

APPENDIX A

PART II

SOUTH PLAINFIELD PROFESSIONAL SUPERVISORY PERSONNEL UNIT INC.  
SALARY GUIDE - 1971-72

Principal Elementary	1.3
Principal Middle School	1.4
Principal High School	1.5
Asst. Principal High School	1.3
Asst. Principal Middle School	1.25
Director of Guidance	1.25
Director of Athletics	1.25
Area Chairmen	1.25
	1.1

A. All supervisory salaries for the 1971-72 school year shall be fully adjusted on the 1971-72 South Plainfield Education Association's salary guide and all provisions thereof.

All supervisory salaries shall be determined by:

- 1) The academic preparation of the supervisor.
- 2) The experience of the supervisor as determined on the 1971-72 Teachers' salary guide with all experience, both non-supervisory and supervisory included.
- 3) Unless otherwise agreed to in writing by the Board and Professional Supervisory Unit, each supervisor or administrator shall be employed only at the ratio indicated on the ratio guide shown above for each respective supervisory or administrative position.

<u>DR</u>
9,775
0,025
0,325
1,625