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AGREEMENT

Between

PITMAN BOARD OF EDUCATION

and

(PITMAN ADMINISTRATORS ASSOCIATION)

X July 1, 1986 - June 30, 1988

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ARTICLE I

RECOGNITION

A. The Pitman Board of Education, hereinafter known as the "Board", hereby recognizes the Pitman Administrators Association, hereinafter known as the "Association", as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all totally certified full-time personnel under contract and employed by the Board and assigned as an employee with administrative and supervisory responsibilities which shall include the following:

Senior High School Principal
Senior High School Assistant Principal
Middle School Principal
Middle School Assistant Principal
Elementary Principals
Guidance Director

B. The Association hereby recognizes the Board as the legal authority elected as representatives of the people and further recognizes the responsibilities of the Board and the Superintendent of Schools for the conduct and operation of the School District in compliance with New Jersey Statutes Title 18A.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations for a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement concerning terms and conditions of employment.

B. This Agreement shall be effective as of July 1, 1986 and shall continue in effect until June 30, 1988 and shall be subject to the right to negotiate a successor Agreement as provided above.

ARTICLE III

BOARD RIGHTS

A. The Board and Association recognize that the Board has certain powers, discretions and duties that, under the Constitution and laws of the State of New Jersey, particularly Title 18A, may not be delegated, limited or abrogated by agreement with any party. Accordingly, any provision of this Agreement, or any application, shall have effect only to the extent permitted by law, but all other provisions or applications of this Agreement shall continue in full force and effect.

ARTICLE IV

GRIEVANCE PROCEDURE

A. A "Grievance" shall mean a claim by the employee or the Association, based upon the interpretation, application or violation of this Agreement, policies and administrative decisions concerning terms and conditions of employment.

B. A grievance to be considered under this procedure must be initiated by the employee or Association within thirty (30) calendar days from the time of its occurrence.

C. Failure of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee or the Association 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.

D. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board.

E. A grievance shall be discussed first with the Superintendent of Schools in an effort to informally resolve the matter. However, if the matter is not resolved as a result thereof within five (5) school days from the said discussion, the grievance shall be set forth in writing to said Superintendent of Schools setting forth:

1. The nature of the grievance.
2. Article and section of the Agreement allegedly violated.
3. The result of the previous discussion.
4. The remedy sought.

F. The Superintendent of Schools shall endeavor to communicate his response to the written grievance in writing within ten (10) school days of receipt thereof.

G. If the grievance is not resolved to the employee's or Association's satisfaction, he or she, 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 to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee within thirty (30) days after receipt of the request for review. The Board shall render a decision in writing and forward copies thereof to the employee and to the Association within thirty (30) days following said hearing.

H. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, it shall so notify the Board and the Superintendent within ten (10) school days of receipt of the Board's decision.

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

1. If one or more grievances involve the same issue, either party may submit a demand for arbitration to the American Arbitration Association.
2. If two (2) or more grievances involving different kinds of issues are to be heard, the parties will make a joint submission for arbitration to the American Arbitration Association.

J. 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 or any policy of the Board of Education. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory only. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

K. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as the maximum and every effort should be made to expedite the process.

L. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the

following school year could result in irreparable harm to the grievant, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as possible thereafter as is practicable.

M. Each party will bear the total cost incurred by themselves, except the fees and expenses of the arbitrator will be shared by the two parties. Such costs will be shared equally.

N. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must be without pay.

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

ARTICLE V

EVALUATION

A. All non-tenured employees shall be formally evaluated at least three (3) times during the school year. A follow-up conference shall be held after each evaluation at which time employee strengths and weaknesses shall be indicated.

B. On or before April 30th of each year, the Board shall give to each non-tenure employee a written offer of a contract for the next year or a written notice that such employment shall not be offered.

C. All tenure employees are to be evaluated formally at least once a year.

D. Each employee shall receive three (3) copies of the evaluation report within fifteen (15) calendar days following completion thereof.

E. Two (2) copies shall be signed and returned to the evaluator, one to be retained by the evaluator, the other to be placed in the employee's personal file.

F. A tenure employee shall have the opportunity to respond to the written evaluation with the evaluator. All employees, if so desire, may submit a written reply to the evaluation. This reply shall be in triplicate, signed by the employee, and forwarded to the evaluator. The evaluator shall sign the copies and return one copy to the employee. One copy will be retained by the evaluator. The other copy will be placed in the employee's personal file.

G. Notification of Summary Conference - In order to insure that the employee will be adequately prepared for this meeting, advance notice of three (3) school days will be extended to him or her of the forthcoming conference. This notice shall include a copy of the outline to be used as the evaluative instrument.

H. Annual Summary Conference - This conference shall be held between the evaluator and the employee prior to the filing of the Annual Performance Report. Among the topics to be covered by this conference must be:

1. A review of the performance of the employee based upon the job description.
2. A review of the progress, or lack thereof, of the employee in meeting the objectives of the last annual IPIP.
3. A review of the annual written performance report, which must be signed within five (5) working days of the review.

I. Annual Performance Report - This report shall be prepared at the direction of the Superintendent of Schools and shall contain:

1. Performance areas of strength.
2. Performance areas (based on the job description) that are unacceptable and need improvement.
3. An individual professional improvement plan which shall

be constructed by the evaluator in consultation with the Administrator. This written statement of action shall include:

- (a) An opportunity for the employee to correct the deficiencies and continue professional growth.
- (b) A timeline for the implementation of the listed action(s).
- (c) The responsibility of the employee to meet the statement of action(s).
- (d) The responsibility of the district to assist the employee in meeting the statement of action(s).
- (e) When no significant areas of weaknesses are identified, the improvement plan should be used to provide general guidance for voluntary professional improvement.

J. Reports and Procedures - Each employee shall receive three (3) signed copies of the annual rating summary. Two (2) copies shall be signed and returned to the evaluator, one copy to be retained by the evaluator, the other copy to be placed in the employee's personal file. The employee has the right to respond to the written annual rating summary. He or she will submit three (3) signed copies of a written statement. All copies shall be signed by both parties, one copy returned to the employee. One copy will be retained by the evaluator, the other to be placed in the employee's personal file.

ARTICLE VI

LEAVES OF ABSENCE

A. Bereavement Leave

1. Any employee under contract with the Board shall be entitled to a non-deductible leave of absence from service as necessary in the event of death in his or her immediate family.

2. Up to four (4) days' leave in event of a death in the employee's immediate family. Immediate family shall mean (1) husband and wife, (2) father, mother, brother, sister, son, daughter or other persons who have assumed comparable responsibility.

3. Up to three days' leave in event of death of a brother-in-law, sister-in-law, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandchild, grandparent, aunt, uncle, niece or nephew.

4. An employee may be granted one (1) day per year in event of death of a close personal friend.

5. Each case must be documented in writing and presented to the Superintendent of Schools, either before or after the period of leave.

6. In emergencies, additional bereavement leave time may be granted at the discretion of the Superintendent.

B. Personal Business Leave

1. Up to three (3) personal days shall be granted during a school year for one's personal business that cannot be conducted outside the realm of the normal teaching day. Such days shall not be cumulative.

2. Leave shall be granted only for the following reasons:

- a. Legal appointments.
- b. House closing.
- c. Marriage of self or member of the immediate family as defined under paragraph A.2.
- d. College or university graduation for self or member of immediate family as defined under paragraph A.2.
- e. Religious holidays where working would be a direct violation of one's religious beliefs.
- f. Court appearances or act of similar force except where one is a party to a suit.
- g. Serious illness of a member of the immediate family as defined under paragraph A.2.
Serious illness is defined as life-threatening.
- h. Birth of child to spouse.
- i. Emergency.

3. Personal leave ordinarily is not granted immediately before or after a holiday or school closing. However, the Superintendent may, in his discretion, grant such a request for a proper reason.

4. Application for such leave shall be made to the principal, or the employee's immediate supervisor at least five (5) school days before such leave is to begin. In case of serious emergencies, such leave requests may be granted immediately by the principal or immediate supervisor.

5. No more that ten per cent (10%) of the total staff may receive the same day off for personal leave.

C. Sick Leave - All twelve (12) month employees are entitled to twelve (12) sick days each fiscal year. Ten (10) month employees are entitled to ten (10) sick days each year. Unused sick days are cumulative with no maximum limit.

D. Maternity Leave - The Board of Education hereby agrees to fully comply with federal and state law decisions including the New Jersey Division on Civil Rights with respect to maternity leave.

E. Sabbatical Leave

1. A sabbatical leave may be provided to an employee upon the recommendation of the Superintendent of Schools and approval by the Board of Education. Sabbatical leave will be considered for the purpose of advanced study at an institution of higher learning. The applicant must have completed six (6) consecutive fiscal years in the District in order to be eligible.

2. Approval may be granted for one full year of study at half pay, with full pay for one half year. As a condition to granting sabbatical leave, the employee shall enter into a contract, as prescribed by the Board, to continue in service in the District for a period of two (2) years after the termination of the sabbatical leave.

3. If any employee fails to continue to provide a service to the District after such leave of absence, the employee shall repay to the Pitman Board of Education 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 subsequent two years' service bears to the full two years.

F. Military Leave - The Board of Education shall grant military leave to an employee in accordance with the appropriate provisions of the New Jersey Statutes Annotated Title 18A.

G. Jury Duty - Any employee who is called for jury duty shall receive an amount of money equal to his daily rate, less the amount of money received daily for serving as a juror.

H. Witness in Court

1. Employees may be absent without loss of pay when the absence is in obedience to legal process. Legal process shall mean a summons to appear as a witness in a court in the State of New Jersey, or in a court of the United States, in a case to which the person summoned is not a party and also such that the individual has no option but to appear.

2. In the case of the employee receiving remuneration to appear as a witness in court, the Board of Education shall pay said employee an amount of money equal to his daily rate.

I. Retirement

Any employee retiring from the school district after fifteen (15) years of service shall receive \$20.00 per day for each day of accumulated unused sick leave up to one hundred five (105) days.

Notification of intent to retire from the district shall be required prior to final certification of the school budget for the year in which the separation shall occur.

ARTICLE VII

VACATIONS

A. All twelve (12) month employees shall be granted vacations with pay each year in accordance with the following schedule:

After 1 year through 2 years - 2 weeks

3 years through 6 years - 3 weeks

7 or more years - 4 weeks

B. An effort shall be made to schedule vacations in accordance with the employee's wishes, subject, however, to the needs of the School District, as determined by the Superintendent of Schools.

C. Each year of service as an employee in the Pitman Schools shall be counted toward administrative vacation time, when one assumes a full-time administrative position.

D. Upon the death of an employee, the Board of Education will pay his/her estate a sum of money equivalent to the salary for his/her unused vacation days.

E. An administrator may carry over one (1) week of accumulated vacation time to another fiscal year at the discretion of the Superintendent.

ARTICLE VIII

HOLIDAYS

A. Employees shall be granted time off with pay for the legal holidays which are set forth in the school calendar. However, the Superintendent of Schools reserves the right to require them to work during other times that school is not in session when, in his discretion, the work load dictates the need therefore.

ARTICLE IX

VOLUNTARY AND INVOLUNTARY TRANSFERS

A. General - The Board and the Association recognize that from time to time it may be necessary to reassign and/or transfer employees. These decisions, whether referring to voluntary or involuntary reassignments and transfers, shall rest with the Board and its decisions in regard thereto shall be final.

B. Notification of Vacancies

1. All vacancies in administrative positions shall be adequately publicized by the Superintendent. Qualified employees may submit their applications in writing to the Superintendent within ten (10) school days of the public notice. The Superintendent, or his designee, shall acknowledge in writing the receipt of all such applications and shall grant each qualified candidate a personal interview.

2. Each employee who applied shall receive notification from the Superintendent when a selection has been made.

3. Nothing herein shall be construed to require the Board to fill the vacancy from applicants from within the School system.

C. Involuntary Reassignment and/or Transfers

1. Notice of an involuntary reassignment or transfer shall be given to the affected employee as soon as practicable.

2. Upon receipt of said notice, the affected employee may request a meeting with the Superintendent of Schools which shall be granted within a

reasonable time following said request. At that meeting, the employee shall be advised of the reason for said reassignment and/or transfer.

ARTICLE X

INSURANCE COVERAGE

A. The entire annual hospitalization insurance premium for individual and/or family coverage will be paid by the Board for each employee who remains in the employment of the Board for the full school year. Such coverage shall be equal to the existing coverage but purchased at the best possible cost to the Board. Hospitalization insurance coverage shall commence each September 15 for the duration of this Agreement.

B. Unmarried employees with no immediate family dependents shall be eligible for individual employee coverage only.

C. When an employee is covered by hospitalization insurance and that plan is paid for by someone other than the Board, the employee may elect, in lieu of the hospital insurance plan, to carry an income protection plan provided by the Washington National Insurance Company. The Board shall pay one hundred dollars (\$100.00) toward the premium for the Group Income Protection Plan.

D. The full annual hospitalization insurance premium for individual coverage for those employees retiring from the Pitman School District on or after June 30, 1969 who have accrued fifteen (15) consecutive years of active service in the Pitman School District shall be paid by the Board. Coverage shall commence on September 15, 1986 and end on September 15, 1988. Approved leaves of absence shall not sever continuity.

E. For the duration of this Agreement, the Board will provide

two hundred fifteen dollars (\$215.00) towards an employee-only dental insurance plan for each participating employee who remains in the employment of the Board for the 1986-87 school year and \$225.00 for the 1987-88 school year. The plan is to be mutually agreed upon.

F. The Board shall provide a sum toward an employee-only prescription plan equal to the amount which each teacher and supportive staff employee receives under the terms of their collectively negotiated Agreement. In the event that the cost of this plan exceeds the aforesaid sum, the participating employees shall pay the difference through payroll deduction.

ARTICLE XI

INCOME PROTECTION PLAN AND PROFESSIONAL DUES

A. The Board of Education shall provide each full-time employee the following sums of money toward an income protection plan and/or membership in professional organizations:

1986-87 school year - \$600.00

1987-88 school year - \$700.00

B. The aforementioned shall be subject to the approval of the Superintendent on a yearly basis.

ARTICLE XII

TRAVEL REIMBURSEMENT

A. An employee utilizing his/her personal vehicle in the performance of school related duties shall be reimbursed at the IRS rate.

B. An employee traveling outside the District on school business, as approved by the Superintendent, shall be reimbursed at the aforementioned rates.

ARTICLE XIII

TUITION REIMBURSEMENT

A. The Board of Education, in order to implement its philosophy of encouraging educational improvement, shall pay the total cost (100%) of educational credits taken at an approved college or university, subject to the following conditions:

1. An employee may undertake 9 credit hours each year to be paid by the Board of Education.
2. The course(s) must receive prior written approval by the Superintendent of Schools. Courses must be of such a nature that are a benefit to the District.
3. The course(s) must be at the graduate level credit.
4. The Board shall reimburse the total costs of tuition, fees and books. Such refunds shall be made after the course(s) have been completed upon presentation of receipted bills and transcripts of credit. An employee must receive a B grade or better, or P for pass for reimbursement.
5. The cost of tuition, fees and books for a course(s) not completed shall be borne by the individual employee.
6. An employee receiving tuition reimbursement shall remain in the district for one (1) year after completion of the course(s), or the tuition reimbursement monies received the previous year must be returned, in full, to the Board of Education.

ARTICLE XIV

HOURS OF WORK

A. The Board of Education recognizes the fact that an employee's hours of work cannot be fixed. However, it is expected that each employee shall work the required number of hours per week to perform his/her job in an effective and efficient manner.

B. It is also recognized by the Board of Education that there will be times when an employee, in fulfilling his/her duties and responsibilities, will be required to be in attendance during the evening, or weekend, and when the latter occurs the employee may ask for compensatory time off. The Superintendent shall review the request and may, in appropriate cases, grant the same.

ARTICLE XV

MISCELLANEOUS

A. The annual employment increment and/or adjustment increment is not to be construed as automatic. The increment and/or adjustment is the maximum dollars an employee is eligible to receive based upon a satisfactory yearly evaluation by the Superintendent of Schools.

B. The withholding of a total employment increment and/or adjustment increment shall be in accordance with Title 18A:29-14 of the New Jersey Statutes Annotated - Education Laws.

C. The dismissal or reduction in compensation of a tentured person shall be in accordance with Title 18A:6-10 to 6-17 of the New Jersey Statutes Annotated - Education Laws.

D. The first year's salary is negotiable for a new employee. The salary for subsequent years of employment will be based on the agreement between the Pitman Administrators Association and the Pitman Board of Education.

E. Employees may submit to the Board, through the Superintendent, requests to attend national, state and local professional conferences or meetings. Any approval granted shall provide for Board payment of reasonable expenses incurred in connection therewith.

F. Two administrators each year upon request and with the approval of the Superintendent may attend a national convention in 1986-87 and in 1987-88 for which the Board of Education will assume 40% of incurred expenses toward transportation and hotel.

G. After 15 years of service in education, an administrator will receive \$250.00 in recognition of longevity. After 30 years in education, an administrator will receive \$500.00 in recognition of longevity. This will become part of the regular salary.

ARTICLE XVI

SALARIES

A. Effective July 1, 1986, each employee covered by this Agreement shall receive a salary increase in accordance with Schedule A attached hereto.

SCHEDULE A

	<u>1985-86</u>	<u>1986-87</u>	<u>1987-88</u>
Stevens	\$44,900	\$47,867	\$50,524
Agnew	\$33,000	\$35,467	\$38,124
Hayden	\$39,817	\$42,784	\$45,441
Roesler	\$36,167	\$38,884	\$41,541
Matthews	\$36,192	\$38,909	\$42,066
De More	\$29,643	\$33,860	\$38,017
Manbeck	\$27,000	\$29,467	\$32,124
Shellenberger	\$29,872	\$33,250	\$35,907

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first above written.

PITMAN BOARD OF EDUCATION

By: *Samuel R. Hayden*
President

By: *Gladys Roeder*
Secretary

PITMAN ADMINISTRATORS ASSOCIATION

By: *Allen S. Thompson*
President

By: *Ramona A. Kelley*
Secretary