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INSTITUTE OF LABOR RELATIONS
RUTGERS UNIVERSITY

AGREEMENT
BETWEEN
THE MARGATE BOARD OF EDUCATION
AND
THE MARGATE ADMINISTRATORS' ASSOCIATION

July 1, 1992

to

June 30, 1995

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ARTICLE I
RECOGNITION

A. Unit

The Margate Board of Education (hereinafter called the "Board") hereby recognizes the Margate Principals' Association (hereinafter called the "Administrators Association") as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all certified administrative personnel, excluding the Superintendent, the Business Administrator and/or Board Secretary, all employees considered confidential by law and all other employees.

B. Unless otherwise indicated, the term "administrators." when used hereafter in the Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Law 1974, in good faith effort to reach agreement. Such negotiations shall begin not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires.

B. MODIFICATION

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.

C. NEGOTIATING REPRESENTATIVES

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations to the extent permitted by State statutes.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Grievance

A "grievance" is a claim by an administrator or the Association based upon that interpretation, application, or violation of this Agreement, policies or decisions affecting an administrator or a group of administrators.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the administrative staff making the claim.

B. PURPOSE

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the administrative staff. Both parties agree that these proceedings will be kept informal and confidential.

C. PROCEDURE

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the grievance must be initiated at step one within ten (10) school days of the occurrence and the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year-end Grievances

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, every effort shall be made to complete the procedure as soon as practicable.

3. Level One - Administrator

An administrator with a grievance shall discuss it with the superintendent with the objective of resolving the matter informally. A decision shall be made within five (5) school days in writing.

4. Level Two - Board of Education

If the aggrieved person is not satisfied with the disposition of this grievance at level one, the grievance may be filed in writing with the Board of Education through the Board Secretary within eight (8) school days after the Superintendent's decision. The Board of Education shall make a decision in writing on the grievance within fifteen (15) calendar days after receipt of the grievance.

5. Level Three - Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved and he/she wishes review by a third party, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within ten (10) school days of receipt of the Board's decision.

6. The Arbitrator

a. Either party may request either the American Arbitration Association or the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

b. The parties shall abide by the rules of whichever of the above agencies provides the arbitrator.

c. The arbitrator shall be limited to the issues submitted for arbitration and shall consider nothing else. He/She can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory.

D. RIGHTS OF ADMINISTRATORS TO REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option by a representative selected or approved by the association.

E. MEETINGS AND HEARINGS

No meetings and hearings under this procedure shall be conducted in public. They shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV

SALARIES

A. SALARY SCHEDULE

1. The 1992-93, 1993-94, and 1994-95 salary of each administrator covered by this agreement is set forth in Exhibit I which is attached hereto and made a part hereof.

B. METHOD OF PAYMENT

1. Twelve (12) months.

Each administrator employed on a twelve (12) month basis shall be paid in twenty-six (26) bi-weekly installments.

2. When a payday falls on or during a school holiday or vacation, paychecks shall be prepared and made available for distribution on the last previous working day.

C. INSURANCE PROTECTION

1. The administrators have the option of membership in the Blue Cross Hospital Service Plan of New Jersey including Rider J and Blue Shield Medical Surgical Plan of New Jersey, and Major Medical Program provided by "NJ Public and School Employees Health Benefits Plan." Premiums are paid by the Board for the staff member and his/her family. The employee also has the option to enroll in the Health Maintenance Organization (HMO) or the Preferred Provider Organization (PPO). The Board pays the same premium as the NJ State Health Benefits Program. Any additional cost is borne by the employee.

2. The Board will contribute toward a mutually agreed Dental Plan for all employees represented by the Association as follows:

a. Single Coverage: One hundred percent (100%) of cost not to exceed twenty-two dollars (\$22.00) per administrator per month for twelve (12) months.

b. Husband-wife or family coverage: A contribution of twenty-two dollars (\$22.00) per administrator per month for twelve (12) months toward premium cost or if total cost is less than twenty-two dollars (\$22.00) per administrator, the Board shall pay the lesser amount.

3. The Board will contribute toward a mutually agreed Prescription Plan for all employees represented by the Association as follows:

a. Single Coverage: One hundred percent (100%) of cost not to exceed thirteen dollars (\$13.00) per administrator per month for twelve (12) months.

D. SEVERENCE/RETIREMENT

Any employee who has completed 15 years of service and voluntarily leaves the school system, or who is eligible for retirement according to Title 18A, will be awarded a one time only grant based on their number of unused sick days up to a maximum of two hundred (200) days. The grants will commence as of July 1, 1992 and will be computed at one hundred twenty dollars (\$120.00) per unused sick leave day.

E. DEATH BENEFIT

In the event of an administrator's death, beneficiaries of the deceased employee will receive the financial sick leave benefit.

F. ADDITIONAL RETIREMENT BENEFIT

In the event the administrator covered by this agreement submits to the Margate City Board of Education on or before the signing of this Agreement a letter of termination of employment and retirement, effective July 1, 1992, the Board shall pay in addition to other retirement benefits accrued a lump sum amount of \$10,000.00 which shall be paid upon submission of the letter. In consideration of the payment of \$10,000.00 by the Board, it is agreed by the administrator and the Board that said letter shall be binding upon the administrator and cannot be voided or withdrawn.

ARTICLE V

ABSENCE, LEAVES OF ABSENCE, SABBATICAL

A. SICK LEAVE

1. Accumulative

As of September 1 of each school year, all administrators employed shall be entitled to twelve (12) days of accumulated sick leave per year.

2. Administrators shall be allowed ten (10) days leave of absence for illness in the immediate family, i.e. spouse, children, or dependent parents, with full pay. In the event of extenuating circumstances, up to five (5) additional days, with pay, may be granted by the Board of Education and/or its agent. All days may be subject to a physician's certificate at the discretion of the Superintendent of Schools.

3. In case of three (3) consecutive days of sick leave claimed, the Board of Education and/or its agent may require a physician's certificate to be filed with the Secretary of the Board of Education.

B. TEMPORARY LEAVES

1. Personal

Up to three (3) days leave of absence in any school year may be granted for personal business, legal business, household or family matters, death of a friend or non-member of the immediate family which require absence during school hours. Application to the superintendent for personal leave shall be made at least seven (7) days before taking such leave (except in the case of emergencies) and the applicant shall not be required to state the reason for taking such leave other than that he/she is taking it under this Section. No leave request will be granted the day before or the day after a school holiday except for extenuating circumstances.

2. Other

There shall be no deduction of salary for absence occasioned by visiting schools or attending educational meetings under authorization of the superintendent, for non-personal by subpoena legal proceedings, by quarantine where the employee is not ill or for religious observance.

3. Death in Family

Up to five (5) days at any one time in the event of death in the immediate family: spouse, child, in-law child, parent, in-law parent, brother, sister.

C. Any Administrator who fails to report for duty for a period of three (3) days without explanation shall at the option of the Board be considered to have broken his/her contract.

D. OTHER LEAVES

Administrators may request other leaves of absence without pay.

E. SABBATICAL LEAVES

1. Sabbatical leaves may be granted at the discretion of the Board, for full time study, travel, or other reasons of value to the school system to any administrator who has served in the Margate School District for at least seven (7) years.

2. The administrator shall be entitled to half pay, less deductions, for full school year, or full pay, less deductions, for one-half school year and must agree to return for a minimum of two years immediately following the leave.

3. Upon return from Sabbatical Leave, an administrator shall be placed on the salary schedule at the level he attained when he/she left and be restored to all benefits.

4. If the administrator does not return after his sabbatical leave, he/she must return one hundred percent (100%) of his/her salary for the Sabbatical year.

5. If the administrator serves only one year, he/she must return fifty percent (50%) of his/her salary for the Sabbatical year.

ARTICLE VI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. PROVISION

1. The Board will pay seventy-five percent (75%) of the State College tuition rate for up to six (6) credits per semester or up to fifteen (15) credits per year for graduate courses taken in a degree program in the administrator's field of specialization or for credits taken with the prior approval of the superintendent.

2. In order to encourage administrators receiving the maximum salary, to refresh their professional preparation, during each four year period, the Board of Education will pay full tuition at the State College rate for up to four semester hours study to an accredited college in courses approved by the Superintendent. Courses may be at either graduate or undergraduate level. The administrator may audit the course. Reimbursement will not be given for courses audited. Undergraduate courses will not count toward salary guide advancement.

ARTICLE VII
COMPLAINT PROCEDURE

A. PROCEDURE

1. Any formal complaint regarding an administrator shall be made to the superintendent who will meet with the administrator and attempt to resolve the matter.

2. If the complaint is not resolved, at the request of the administrator, superintendent or complainant, it shall be submitted to the Board of Education.

ARTICLE VIII

DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 1992 and shall continue in effect until June 30, 1995. Both parties shall have the right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

B. SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

C. SEPARABILITY

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.

D. STATUS OF INCORPORATION

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective members, attested by their respective members, and their corporate seals to be placed thereon, on the 11th day of March, 1992.

BOARD OF EDUCATION

Michael Becker
President
Coral L. Sutton
Secretary
3/11/92
Date

ADMINISTRATORS' ASSOCIATION

Philip S. Munro
[Signature]
Date

EXHIBIT I
SALARY SCALE

	1992-93	1993-94	1994-95
Joseph Zondlo	\$73,000	\$76,285	\$79,718
Philip Munafo	\$69,960	\$73,108	\$76,398