

LIBRARY  
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AND LABOR RELATIONS  
NOV 20 1989  
RUTGERS UNIVERSITY

AGREEMENT

between

Burlington City of, Board of Education

CITY OF BURLINGTON BOARD OF EDUCATION

and

BURLINGTON CITY ADMINISTRATORS' ASSOCIATION

For Terms and conditions of Employment

7 JULY 1, 1989 to JUNE 30, 1991

**ARTICLE I**  
**MEMBERSHIP**

**A. Unit Membership**

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the **BURLINGTON CITY ADMINISTRATORS' ASSOCIATION**, hereinafter known as "the Association", as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all certified personnel, employed by the **City of Burlington Board of Education**, hereinafter known as "the Board".

**B. Definitions**

For purposes of clarity, terms crucial to the interpretation of this contract are listed below:

1. **Employee** - When used hereinafter in this Agreement, this term shall refer to all professional supervisory employees represented by the Association in the negotiating unit, and references to "males" shall include females.

**ARTICLE II**  
**NEGOTIATION PROCEDURE**

**A. Deadline Dates**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of administrative personnel.

Negotiations shall commence with a meeting within 25 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time.

**B. Negotiating Team Authority**

Neither party in any negotiations shall have 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.

**C. Maintaining Current Benefits**

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee's benefits existing prior to its effective date.

**ARTICLE III**

**WORKMEN'S COMPENSATION**

A. Employees who are absent from duty on account of accidental injury, which is covered by compensation insurance carried by the Board of Education, are required to return, to the Board, the compensation allowable for the accident. Employee should not benefit financially by such accidents.

**ARTICLE IV**

**LEAVES OF ABSENCE**

**A. Accumulative**

All full-time employees shall be entitled to (10 for ten-month employees and 12 for twelve-month employees) days sick leave per year. Unused days of sick leave shall be accumulated from year to year.

B. The Board shall pay \$5.00 above the reimbursement rate for teachers per day for each unused accumulated sick day (\$25.00 for 1989-90, upon retirement from the City of Burlington School System; retirement shall be defined as retirement under the provisions of the New Jersey Pension Plan. To be eligible for such retirement "bonus" pay, such administrator must have a minimum bank of 50 days.

**C. Personal Business Days**

1. In the event an employee has business that can be transacted only during the school hours, three (3) days absence shall be granted with pay.

2. The nature of the personal business need not be stated.

3. Requests for personal days shall be granted upon five (5) calendar days' notice to the Superintendent of Schools or his designee.

4. The notice requirement may be waived by the Superintendent in the case of emergency.

5. In the event of a school emergency, the Superintendent may reject the request and require attendance on the requested day.

6. Any unused personal business days shall be added to an administrator's accumulated personal illness days for use in subsequent years.

D. Sick leave shall be defined as in Title 18A:30-1.

E. Two (2) days shall be allowed each year for a family leave for illness in the immediate family, to include parents not living in the same household. This leave shall not be deducted from the accumulated personal leave record nor shall there be any deduction in pay. A written physician's certificate may be requested, by the Superintendent, after an absence of three (3) or more days. Any unused family illness days shall be added to the Administrator's accumulated personal illness days for use in subsequent years.

## ARTICLE V

### TEMPORARY AND EXTENDED LEAVES OF ABSENCE

#### A. Death in the Immediate Family

In case of death of members of the immediate family (immediate family, as here used, means husband or wife, children, parents, grandparents and close in-law relatives, brothers, sisters, or the death of any relative who has lived in the home of the employee for some time preceding the death), such employee shall be excused, without loss of pay, for a period not to exceed seven (7) calendar days, if the need is approved by the Superintendent of Schools. In the case of death of first aunts, uncles, first cousins, nieces, and nephews, one (1) day shall be allowed for the funeral.

#### B. Court Subpoena

An employee who shall be required to attend a court of law by reason of having been served with a subpoena, shall be excused from school, without loss of pay, on account of attendance at court. Arrangements must be confirmed by the Superintendent of Schools.

**C. Child-Rearing Leaves of Absence**

(The court has held that Title VII, of the Civil Rights Act of 1974, must be interpreted to provide that commencement and duration of leave shall be applied to disability due to pregnancy and childbirth on the same terms and conditions as applied to other temporary disabilities.) Child-rearing leaves of absence shall be granted to full-time administrators under contract. Such a leave shall be without salary. Application for child-rearing leaves of absence shall be made to the Superintendent of Schools, not later than 30 days prior to the effective date of leave requested.

Child-rearing leaves may continue for one (1) year from the time of initial absence and as much longer as may be necessary to extend the leave to the opening of the next school year. The Board reserves the right to permit an administrator to return to duty, earlier, if the best interest of the school is served thereby. All administrators, desiring to return to active duty from leaves of absence, on account of child-rearing leaves of absence, may be asked to pass a medical examination. The Board of Education and the Superintendent of Schools, assume no responsibility for reassigning administrators to the same school building or assignment.

**D. Other Leaves of Absence**

Leaves of absence, without salary, may be granted by the Board of Education to employees, under tenure, for reasons of health, advanced study or travel, or other reasonable cause. Applications for extended leaves of absence should be made, in writing, direct to the Superintendent of Schools for the consideration of the Board of Education. This provision is not to be construed to mean extended vacations.

The administrator, if granted a temporary or extended leave of absence as defined herein, would be entitled to the same status, benefits and salary, upon return, as were in force on the day the leave began. The employee would also maintain the right to participate in the district's group health plan at his or her own expense during said leave of absence.

**E. Educational Conferences**

Each administrator shall be encouraged, by the Board of Education, to attend workshops/national conventions, and/or professional conferences, as is the present practice. This item is a gentlemen's agreement, and not part of the contract with the Association.

**ARTICLE VI**

**HOSPITALIZATION AND INSURANCE PROTECTION**

**A.** The Board shall pay the individual premium or 100% of the premium for full family and dependents' coverage, when eligible for said full family and dependents' coverage.

**B.** The Board agrees for continuance of health care insurance, after retirement, on terms detailed in the Master Policies and Contracts agreed upon, by the Board and the insurance company, upon the payment of the insurance premiums, by said administrator, payable directly to said insurance company, unless said procedure is changed by the Master Contract of Insurance.

**C.** A description of the health care insurance coverage, provided under this Article, will be furnished to each administrator by the Board.

**D.** The Board shall continue to implement a Prescription Plan, at full Board expense, for each administrator and dependents, eligible and participating in the Master Policy carried by the Board.

**E.** The Board will provide a Dental Plan, for all contracted employees, eligible and participating in the Master Policy, and their dependents.

**F.** Physical examinations and eye examinations/eye glasses will be reimbursed at the rate of \$300 per year EACH. These examinations may be taken at any time during the contract year. Verification (bill) of examination shall be submitted to the business office for proper reimbursement.

## ARTICLE VII

### TUITION REIMBURSEMENT

**A.** The Board will reimburse administrators for a total of nine (9) graduate credits per year, at 100% per credit, prevailing rate, provided the courses are approved by the Superintendent of Schools, before registration.

**B.** Administrators shall receive reimbursement in September of the subsequent academic year in which the courses were taken.

**C.** Undergraduate courses shall be reimbursed with the prior written approval of the Superintendent of Schools.

## ARTICLE VIII

### SALARIES

**A.** The salaries of all administrators, covered by this Agreement, are set forth in the salary scale and service increment guide, which are attached hereto and made a part hereof, and shall be interpreted as the salary guide adopted by the Board for the years 1989-90 and 1990-91.

**B.** When a payday falls on, or during, a school holiday, vacation, or weekend, administrators shall receive their paychecks on the last previous working day.

**C. Salary Adjustment**

The Board will adjust salaries, with regard to place on salary schedule, regarding credits completed, upon receipt of a letter, or affidavit, by September 15th or February 15th, with final proof (official transcript) to be furnished by September 30th or February 28th. Actual payment adjustment to be made in the following month, retroactive.

D. An administrator who is appointed from a 10-month position to a 12-month position, will be placed on the appropriate scale of the new position at a step where the monthly pay is at least equal to the monthly pay in the prior position.

**ARTICLE IX**

**VACATION LEAVE**

A. Annual vacation leave, for all administrators, is as follows:

1. Ten-month administrators are to be granted one (1) week (5 work days) after five (5) years total service in the District.

2. Twelve-month administrators are to be granted two (2) weeks after one (1) year of service in the District; three (3) weeks after four (4) years service in the District; four (4) weeks after ten (10) years service in the District; and five (5) weeks after twenty (20) years service in the District.

B. Administrators shall be permitted to accumulate accrued vacation time. The Superintendent will determine that carry-over of vacation time is permissible on an individual basis. This item is a gentleman's agreement, and not part of the contract with the Association.

C. All holidays on which the schools of the City of Burlington School System are closed shall be considered in addition to the above vacation schedule.

D. Vacation time granted to a 10-month administrator, who is appointed to 12 months, is based on the total years of service as an administrator in the District prior to appointment to 12 months.

**ARTICLE X**

**GRIEVANCE PROCEDURE**

A. Any individual member or members shall have the right to appeal the application of policies and administrative decisions, affecting him, through administration channels. With respect to his grievances, he shall be assured freedom from restraints, interference, coercion, discrimination, or reprisal, in presenting his appeal.

## B. Definition of Terms

1. Grievance. A claim based upon an event or condition which affects the welfare or working conditions of a unit member or group of unit members, which is contrary to this Agreement, established policy, or administration decisions, governing or affecting employees.

2. An Aggrieved Person. The person or persons making the claim.

## C. Procedure

Step 1. Any employee (or employees) who has/have a complaint shall discuss it first with his/her appropriate supervisor, the Superintendent, in an attempt to resolve the matter, informally, at that level.

Step 2. If, as a result of the discussion/s, the matter is not resolved to the satisfaction of the unit member/s, he/she shall set forth his/her grievance, in writing, to the Superintendent within thirty (30) calendar days of the event giving rise to the grievance or when he/she reasonably could have known of the event.

The Superintendent shall communicate his decision to the unit member(s), in writing, along with supportive reasons, within five (5) school days of receipt of the written grievance.

Step 3. If the grievance is not resolved to the unit member(s) satisfaction, he/she may request a review by the Board of Education. The request shall be submitted, in writing, within ten (10) school days, 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, hold a conference with the employee, if requested, and render a decision, in writing, along with supporting reasons, within thirty (30) calendar days of receipt of the written grievance.

Step 4. If the unit member(s) is not satisfied with the disposition of his/her grievance at Step 3, or if no decision has been rendered within thirty (30) calendar days after written receipt of the written grievance by the Board, whichever is sooner, the aggrieved unit member(s) may seek binding arbitration, on grievances dealing with the interpretation, application, or violation of the express terms of the contract, through the American Arbitration Association, in accordance with its rules and regulations.

Step 5. 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 a party in interest, 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 thereafter as is practicable.



**D. Rights 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. When a unit member(s) is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.

**E. Miscellaneous**

1. If, in the judgment of the Association, a grievance affects a group or class of unit members, the Association may submit such grievance, in writing, directly to the Superintendent of Schools and the processing of such grievance shall be commenced at Step 2. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. 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 personnel file, etc.

3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents, shall be prepared, jointly, by the Superintendent and the Association, and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. All meetings and hearings, under this procedure, shall include only such parties in interest, and their designated or selected representatives, previously referred to in this Article.

F. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

1. The failure, or refusal, of the Board to renew a contract of a non-tenure employee.

2. In matters where a method of review is prescribed by law, or by ruling of the State Commissioner of Education, of the State Board of Education.

3. In matters involving the sole discretion of the Board.

4. The appointment to or lack of appointment to a position for which tenure is either not possible or not required.

## ARTICLE XI

### CONTRACTUAL AGREEMENT

#### A. For School Years July 1, 1989 to June 30, 1991

1. Create two additional steps on the 1988-89 Administrators' Salary Scale (from 5 steps to 7 steps).

2. Each administrator will move up one step in the first year of the contract (1989-90). The second year (1990-91), all administrators will remain on the same step.

3. Increase the 1988-89 Administrators' Salary Scale by 5% the first year (1989-90) and 6.5% the second year (1990-91).

B. For 1989-90, individual administrator's salary must reflect the following service increment schedule, which has been approved by the Board:

1. \$200 payable at the beginning of the 10th year of service in the district.

2. \$300 payable at the beginning of the 15th year of service in the district.

3. \$400 payable at the beginning of the 20th year of service in the district.

4. \$500 payable at the beginning of the 25th year of service in the district.

C. For 1990-91, individual administrator's salary must reflect the following **CUMULATIVE** service increment schedule, which has been approved by the Board:

1. \$200 payable at the beginning of the 10th year of service in education.

2. \$300 payable at the beginning of the 15th year of service in education. (Total \$500)

3. \$400 payable at the beginning of the 20th year of service in education. (Total \$900)

4. \$500 payable at the beginning of the 25th year of service in education. (Total 1,400)

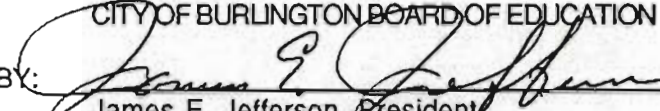
ARTICLE XII

DURATION OF AGREEMENT

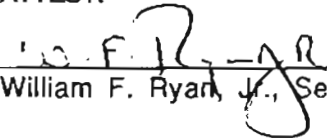
This Agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1991.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and secretaries this 16<sup>th</sup> day of August, 1989.

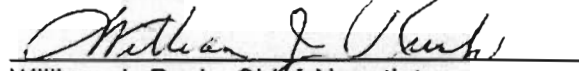
CITY OF BURLINGTON BOARD OF EDUCATION

BY:   
James E. Jefferson, President


ATTEST:

  
William F. Ryan, Jr., Secretary

BURLINGTON CITY ADMINISTRATORS' ASSOCIATION

BY:   
William J. Rush, Chief Negotiator

ATTEST:

  
Dennis Corbett, Negotiating Member

Based on Years in the District

The Public Schools

1989-90

\$200 - beg. 10th yr in Distr. City of Burlington

\$300 - beg. 15th yr in Distr. New Jersey

\$400 - beg. 20th yr in Distr.

\$500 - beg. 25th yr in Distr. ADMINISTRATORS' SALARY GUIDE

12 MONTH H.S. PRIN.

HS PRIN MA	56885	58611	60337	62063	63790	65516	67242
HS PRIN MA+15	57284	59010	60736	62462	64189	65915	67641
HS PRIN MA+30	57683	59409	61135	62861	64588	66314	68040
HS PRIN DR	58036	59761	61487	63213	64940	66667	68393

-12 MONTH MID SCH PRIN.

MID PRIN MA	52711	54437	56145	57890	59616	61342	63068
MID PRIN MA+15	53109	54836	56562	58289	60015	61741	63467
MID PRIN MA+30	53508	55234	56960	58687	60413	62139	63865
MID PRIN DR	53830	55588	57314	59040	60767	62493	64219

-12 MONTH DIR OF CURR & INSTR

DIR CURR MA	52054	53780	55506	57232	58959	60685	62411
DIR CURR MA+15	52452	54178	55904	57631	59357	61083	62809
DIR CURR MA+30	52852	54578	56304	58030	59756	61482	63208
DIR CURR DR	53204	54930	56656	58382	60108	61834	63561

-12 MONTH FED & ST COOR

FED CR MA	51009	52735	54461	56187	57914	59640	61366
FED CR MA+15	51408	53134	54860	56587	58313	60039	61765
FED CR MA+30	51807	53533	55259	56986	58712	60438	62164
FED CR DR	52160	53886	55611	57338	59064	60790	62516

-12 MONTH V. PRIN. /ATH. DIR.

VP/AD MA	52561	54287	56013	57740	59466	61192	62918
VP/AD MA+15	52960	54685	56412	58139	59865	61591	63317
VP/AD MA+30	53359	55084	56810	58536	60263	61989	63715
VP/AD DR	53712	55438	57163	58889	60615	62342	64068

-12 MONTH C.S.T. COOR.

CST MA	50279	52004	53731	55458	57184	58910	60636
CST MA+14	50678	52403	54131	55857	57583	59309	61035
CST MA+30	51077	52802	54530	56256	57981	59707	61433
CST DR	51430	53156	54882	56609	58335	60061	61787

-10 MONTH ELEM PRIN.

ELEM PR MA	44977	46505	48033	49559	51087	52614	54142
ELEM PR MA+15	45434	46962	48490	50017	51543	53071	54599
ELEM PR MA+30	45892	47421	48947	50475	52001	53529	55057
ELEM PR DR	46245	4827	49299	50827	52354	54112	55640

-10 MONTH VICE PRINCIPAL

VP MA	47836	49562	51288	53015	54741	56467	58193
VP MA+14	48335	49960	51687	53414	55140	56866	58592
VP MA+30	48834	50359	52085	53811	55538	57264	58990
VP DR	49332	50713	52388	54114	55840	57567	59293

SCHEDULE "A"

Based on Total Years in Education

The Public Schools  
City of Burlington  
New Jersey

1990-91

\$200 - beg. 10th yr service  
(Total \$500) \$300 - beg. 15th yr service  
(Total \$900) \$400 - beg. 20th yr service  
(Total \$1400) \$500 - beg. 25th yr service

ADMINISTRATORS' SALARY GUIDE

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12 MONTH H.S. PRIN.

HS PRIN MA	60583	62421	64259	66097	67936	69775	71613
HS PRIN MA+15	61007	62846	64684	66522	68361	70199	72038
HS PRIN MA+30	61432	63271	65109	66947	68786	70624	72463
HS PRIN DR	61808	63645	65484	67322	69161	71000	72839

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-12 MONTH MID SCH PRIN.

MID PRIN MA	56137	57975	59794	61653	63491	65329	67167
MID PRIN MA+15	56561	58400	60239	62078	63916	65754	67592
MID PRIN MA+30	56986	58824	60662	62502	64340	66178	68016
MID PRIN DR	57329	59201	61039	62878	64717	66555	68393

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-12 MONTH DIR OF CURR & INST

DIR CURR MA	55438	57276	59114	60952	62791	64630	66468
DIR CURR MA+15	55861	57700	59538	61377	63215	65053	66892
DIR CURR MA+30	56287	58126	59964	61802	63640	65478	67317
DIR CURR DR	56662	58500	60339	62177	64015	65854	67692

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-12 MONTH FED & ST COOP

FED CR MA	54325	56163	58001	59840	61678	63517	65355
FED CR MA+15	54750	56588	58426	60265	62103	63942	65780
FED CR MA+30	55174	57012	58851	60690	62528	64366	66205
FED CR DR	55550	57388	59226	61065	62903	64741	66580

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-12 MONTH V.PRIN./ATH.DIR.

VP/AD MA	55977	57816	59654	61493	63331	65169	67008
VP/AD MA+15	56402	58240	60079	61918	63756	65594	67433
VP/AD MA+30	56827	58664	60503	62341	64180	66018	67856
VP/AD DR	57203	59041	60879	62717	64555	66394	68232

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-12 MONTH C.S.T. COOP.

CST MA	53547	55384	57224	59063	60901	62739	64577
CST MA+15	53972	55809	57650	59488	61326	63164	65002
CST MA+30	54397	56234	58073	59913	61750	63588	65426
CST DR	54773	56611	58449	60289	62127	63965	65803

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-10 MONTH ELEM PRIN.

ELEM PR MA	47901	49528	51153	52780	54408	56034	57661
ELEM PR MA+15	48387	50015	51642	53268	54895	56521	58148
ELEM PR MA+30	48875	50503	52129	53756	55381	57008	58636
ELEM PR DR	49251	51141	52503	54131	55758	57385	59013

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-12 MONTH VICE PRINCIPAL

VP MA	50945	52784	54622	56461	58299	60137	61976
VP MA+15	51370	53207	55047	56886	58724	60562	62400
VP MA+30	51795	53632	55471	57309	59148	60986	62824
VP DR	52171	54009	55848	57686	59523	61362	63200