

AGREEMENT BETWEEN THE  
PLEASANTVILLE ADMINISTRATORS ASSOCIATION  
AND THE  
BOARD OF EDUCATION OF CITY OF PLEASANTVILLE  
July 1, 1993 to June 30, 1995

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PREAMBLE

This Agreement is between the Board of Education of the City of Pleasantville and the Pleasantville Administrators Association in accordance with Chapter 123, Public Law of 1974, of the State of New Jersey.

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ARTICLE I

RECOGNITION

A. Unit

The Board recognizes the Association as the sole and exclusive majority representative for collective negotiation concerning grievances and terms and conditions of employment in accordance with Chapter 123 for:

High School Principal  
Elementary Principals  
Directors  
District Supervisors (Twelve months)  
Supervisors (Ten months)  
Assistant High School Principal  
Assistant Elementary Principal

but excluding all others not listed above and:

Superintendent of Schools  
Assistant Superintendent of Schools  
Board Secretary/Business Administrator  
Administrative Assistant to the Superintendent  
Coordinator of Computer Services  
Assistant Administrator to the Superintendent

B. Definition of Administrator

Unless otherwise indicated, the term "administrators", when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined and references to male administrators shall include female administrators.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Law of 1974, of the State of New Jersey, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of administrators' employment. Such negotiations shall begin by November 15th of the year prior to the date on which this agreement expires. Any agreement so negotiated shall apply to all administrators of the bargaining unit, be reduced to writing, be signed by the Board of Education and the Association and be adopted by the Board.

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.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

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

2. Time Limit

A grievance to be considered under this procedure must be initiated in writing within twenty (20) school days from the event of the time when the grievant knew or could have known of the occurrence.

3. Aggrieved Person

An "Aggrieved Person/Association" is the person or persons or the Association making the claim. Such person must be present at each level of the grievance procedure.

4. Party of Interest

A "Party of Interest" is the person or persons or Association making the claim or any authorized representative of the Board of Education or the Association necessary for resolution of the grievance.

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 administrators. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at each level of the procedure.

C. Procedure

1. (a) Failure to Communicate  
Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to advance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.

(b) Continuation of Assignments  
It is understood that any employee grievant shall, during the pendency of any grievance, continue to observe all legal and required assignments and rules and regulations of the Board of Education until such grievance and any effect thereon shall have been duly determined.

(c) Year-End Grievance  
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 party in interest, the time limits set forth herein shall be reduced so that this grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

2. Level I - Assistant Superintendent  
An administrator with a grievance shall first discuss it with the Assistant Superintendent with the objective of resolving the matter informally. To clearly identify the alleged grievance and to expedite settlement, the aggrieved person shall prepare a written grievance statement identifying the circumstances involved and the desired reparation; and this statement shall be addressed to the Assistant Superintendent who shall give his decision within five (5) school days. The aggrieved person may elect to have an Association representative accompany him at this level if he/she so desires. Such representative may voice the Association's

viewpoint if he/she so desires.

3. Level II - Superintendent

The aggrieved person, no later than five (5) school days after receipt of the decision of the Assistant Superintendent, may appeal to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying:

- (a) the nature of the grievance;
- (b) the results of previous discussion; and
- (c) his dissatisfaction with the 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 from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the aggrieved person.

4. Level III - Board of Education

If the grievance is not resolved to the grievant's satisfaction, no later than ten (10) school days after receipt of the Superintendent's decision, the grievant 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 hold a hearing with the aggrieved person and render a decision in writing and forward copies thereof to the grievant within twenty (20) calendar days of the date of the hearing. A representative of the Association may be present and speak to the issue if he/she so desires.

5. Level IV - Arbitration

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and if the grievance pertains to a specific and expressed provision of this Agreement, a notice of intention to proceed to advisory arbitration shall be given to the Board through the Superintendent within fourteen (14) calendar days after the receipt of the decision which is being appealed.

The grievance not resolved by timely resort to the foregoing procedure shall be subject to arbitration initiated and conducted under the

rules of the N.J. Public Employees Relations Commission.

The arbitrator shall limit himself to the issues submitted to him which fall within the scope of the contract. He can add nothing to, nor subtract anything from, the Agreement between parties or any policy of the Board of Education. The opinion and award shall be advisory upon the parties to this Agreement. Only the Board, the aggrieved and appropriate officials of the Association shall be given copies of the arbitrator's opinion and award. This shall be given within thirty (30) calendar days of the completion of the arbitrator's hearings. It is further understood that past practice determinations shall not be subject to an arbitrator's decisions.

The Association reserves the right not to support an individual's appeal to Level IV. In the event that the grievant chooses to proceed to Level IV without the support of the Association, the Association shall not incur any costs for the Arbitrator or for any miscellaneous costs associated with a Level IV grievance.

6. Costs

The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be share equally. Any other costs shall be borne by the party incurring them.

Time lost during work hours by any grievant and/or his employee representative due to a mutually scheduled arbitration proceeding shall not be charged to personal time nor shall there be any loss in pay.

7. Right to Representation

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

b. Both parties to this Agreement shall not take any reprisal(s) against any party in interest for his participation in this grievance procedure.

- c. A representative of the Association may be present and speak to the issue if he/she so desires.
8. Meetings and Hearings  
All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative.
9. Group Grievance  
If in the judgement of the Association a grievance affects a group or class of employees, the Association may submit such grievances in writing to the Superintendent of Schools directly and the proceeding of such grievance shall commence at Level Two (2). The affected administrator(s) shall be specifically identified by the Association.
10. Separate Grievance File  
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 personal file of any of the participants.

#### ARTICLE IV

##### RIGHTS OF THE PARTIES

###### A. Rights and Protection in Representation

Pursuant to Chapter 123, both parties to this Agreement recognize that each administrator has the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in professional negotiations or to refrain from such activity. Neither party will directly or indirectly discourage or deprive or coerce any administrator in the enjoyment of any rights conferred by Chapter 123 or any other laws of the State of New Jersey or the Constitutions of the State of New Jersey and the United States of America. Both parties further agree that they shall not discriminate against any administrator with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board of Education or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

###### B. Statutory Savings Clause



Nothing contained herein shall be constructed to deny or restrict to any administrator such rights as he may have under State of New Jersey School Laws or other applicable laws and regulations. The rights granted to administrators hereunder shall be deemed to be in addition to those provided elsewhere in the law.

C. Just Cause Provision

No administrator shall be disciplined, reduced in rank or compensation or deprived of any commonly applied professional advantage without just cause. Any such action shall be subject to the grievance procedure herein set forth.

D. Recognition of Managerial Authority

Both parties as components of managerial authority in the school district reaffirm that the sovereign authority of the people is inherently resident with the legally constituted Board of Education of the City of Pleasantville, who in the name of the people reserves all managerial rights and prerogatives not specifically relinquished. Both parties further affirm that they shall not sanction, approve or abide participation by any employee or group of employees in a concerted slowdown or work stoppage. As co-functional managerial partners interested in the thorough and efficient operation of the school system and mindful of their responsibilities both to the Board and the Association, herein reaffirm these fundamental principles.

E. Association Privileges

The Association shall be granted the privileges of reasonable use of the building to hold its meetings and use of the school equipment and interschool mail facilities for Association business. The Association shall pay for the reasonable costs of all materials and supplies incident to the use of equipment.

ARTICLE V

OTHER BENEFITS

A. Full Health Care Coverage

The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each administrator and, in cases where appropriate, for family plan insurance coverage.

1. Carrier (s)

The health insurance carrier/s shall be determined by the Board of Education for the basic hospitalization and medical-surgical coverage and for the major medical coverage. Such coverage shall be the Medallion Plan of Blue Cross/Blue Shield of New Jersey. The Board shall pay 96% of the premium per category and the administrator/s shall pay 4%.

Incorporation will be provided in such master policy to allow administrators who retire henceforward to be covered upon retirement at their own cost at group rates in the basic health, prescription and dental plans (subject to approval of the respective carriers).

B. Description to Administrators

If petitioned, the Board shall request carrier(s) to provide to each administrator a description of the health care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage.

C. Prescription Plan

The Board shall provide a five dollar (\$5.00) brand name and three dollar (\$3.00) generic brand co-pay Family Prescription Plan.

D. Dental Plan

Dental coverage shall be the same plan (or equal) as in 1985-86 with an orthodontic rider, but the Board of Education shall pay up to \$500.00 with the eligible employee administrator paying in any additional cost above such figure.

E. Optical Plan

The Board shall provide for the employee (only) up to \$110.00 for each fiscal year (July 1 through June 30 of this agreement, optical service upon presentation of receipts from licensed physicians and optometrists. Such

receipts should be paid by the Board of Education as soon as possible after presentation to the Board Secretary.

F. Mileage Reimbursement

Mileage for necessary travel on school business shall be reimbursed at the prevailing I.R.S. rate.

G. Reimbursement for Unused Sick Leave

Reimbursement for unused sick leave may be granted to administrators who have served as certified employees of the district for a minimum of ten (10) consecutive years at the time of retirement. Such administrators will be paid at a rate of twenty (20) percent of the retiree's daily rate of pay at the date of retirement for each unused sick day if eligible. The daily rate of pay is defined as 1/200th of a ten (10) month employee's annual salary and 1/240th of a twelve (12) month employee's annual salary. An administrator must have accumulated at least one hundred (100) days of unused sick leave to be eligible. The maximum allowable sick leave payment is not to exceed \$15,600.00. Notice of retirement must be given to the Superintendent in writing at least twelve (12) months in advance. If notice is not given in a timely fashion, then the compensation shall be deferred until one (1) year later. If the employee should die after retirement and prior to receiving payment, then such funds shall be paid to the employee's estate.

H. Professional Organization(s) Fees

Administrators shall be reimbursed a maximum of \$500.00 1993-94 and to \$550.00 in 1994-95 for membership in approved professional organization(s). Such reimbursement is subject to prior approval by the Superintendent of Schools concerning the appropriateness of any organization(s) or reimbursement. Such approval shall not be unreasonably withheld.

I. Combination of Benefits

Two (2) Administrators/teaching staff members married to each other shall have the right to combine insurance premiums for participation in one (1) category, including Pru-Care.

ARTICLE VI

MISCELLANEOUS

A. Minutes

Official minutes of Board of Education meetings shall be sent to the Association President when they are sent to the Board members.

B. Dues Deduction

The Board of Education will provide for dues deductions in accordance with the requirements of State of New Jersey Law.

C. Notification of Contract and Salary

Administrators shall be notified of contractual status and salary (if determined) for the following school year by the preceding April 30 in accordance with State of New Jersey Law.

D. Zipper Clause

This Agreement constitutes the total understanding of both parties to these negotiations. Modification of this Agreement shall only be made in writing and signed by both parties, subject to the provisions of Chapter 123, Public Law of 1974, of the State of New Jersey.

E. Required Meetings or Hearings

Whenever any administrator is required to appear before the Superintendent concerning a disciplinary matter, then he shall be entitled to have a representative of the Association present to advise him and represent him during such meeting. It is understood that the administrator shall provide the Superintendent with reasonable notice of an Association representative's attendance at such meeting.

F. Criticism of Either Party

Both parties to this Agreement reaffirm that criticism of the other party or its members should not be made in the presence of students, teachers, parents, or other public gatherings.

G. Non-Discriminatory Policy

Both parties to this agreement confirm that all persons are entitled to equal employment opportunities and there shall be no discrimination because of race, creed, color, national origin, age or sex.

H. Salary

The administrator salary ranges shall be as shown in Annex A attached.

I. Acting Position

If the Board of Education appoints an administrator to an "acting position" in a higher job title and if such service exceeds 30 consecutive work days, then the administrator shall receive the pro-rata differential between his/her pay and the starting pay of the higher job title.

ARTICLE VII

WORK YEAR

A. Ten (10) Month Administrators

The work year for ten (10) month administrators shall be Monday through Friday, for a maximum of 195 days for the work year between September 1st and June 30th. If the Academic Calendar does not provide for 195 days between September 1st and June 30th, then additional days may be added immediately after June 30th to allow a maximum of 195 days.

The Board shall advise ten (10) month administrators by June 1st of each year if additional summer work is required. Such work shall not be required between July 16th and the start of the subsequent work year.

If a ten month administrator is required to attend additional work days in the summer, he/she shall be compensated 1/200 of his/her new base salary.

B. Twelve (12) Month Administrators

The work year for twelve (12) month administrators shall be July 1 to June 30. Such administrators shall work a minimum of 215 days. Nothing herein precludes the establishment of new ten (10) month positions as provided by law.

ARTICLE VIII

DAYS AND HOURS OF WORK

A. Work Day

The minimum work day for administrators covered by this

Agreement shall be eight (8) hours, inclusive of a lunch period appropriate to each building. Administrators are expected to attend a reasonable number of extracurricular functions.

B. Inclement Weather

1. If the F.A.A. is closed then there shall be no requirement for an administrator to attend.
2. On days when all other employees are off due to inclement weather, administrators are required to be in attendance at work by 10:00 a.m. If an administrator is unable to be in school by 10:00 a.m., then a full day shall be charged to personal leave, vacation [or loss of pay if no leave is accrued].

C. Holidays

All holidays granted to teachers on the adopted school calendar (including where appropriate Independence Day and Labor Day) shall be granted to all administrators.

ARTICLE IX

TEMPORARY LEAVE

A. Sick Leave

Each twelve (12) month administrator shall be provided twelve (12) days sick leave per work year, in accordance with N.J.S.A. 18A-30.1, et. seq. For ten (10) and eleven (11) month administrators, sick leave allowance shall be ten (10) and eleven (11) days respectively, in accordance with the statutes.

B. TYPES OF LEAVES

1. Temporary Leave

a. Types of Leave

Administrators shall be entitled to the following temporary non-accumulated leaves of absence with full pay each school year:

(1) Personal Leave

Two (2) days leave of absence shall be granted for personal, legal, business, household or family matters which require absence during school hours. Application to the Superintendent or designee for personal leave shall be made at least one (1) week before taking such leave (except in the case of emergencies), and the applicant for such leave shall not be required to state the reason for taking such

leave other than that he/she is under this Section.

- (2) Unused days  
Unused personal leave will be converted to accumulated sick leave at the close of the school year.
- (3) Bereavement Leave  
Leave without loss of pay not to exceed a total of five (5) days per year shall be granted by the Superintendent of Schools. Said leave applies to death of any of the following: husband, wife, child, sister, brother, father, mother, grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, aunt, uncle or any other member of the family unit living in the same household no matter what degree of relationship.

C. Temporary Military Leave

1. Time necessary for persons called into temporary active duty or any unit of the United States Reserves or the New Jersey State National Guard shall be granted, in accordance with applicable State or Federal statutes. Each administrator must attempt in writing to request this duty during non-working time. Such request must be made within ten (10) days of notification by the military with a copy to the Superintendent of Schools.
2. Nothing herein precludes opportunity to request of the Superintendent (or his designee) use of a personal leave day for a reason other than those specified above, however, approval or denial rests solely with the Superintendent and such decision on the request is not grievable.

D. Leaves taken pursuant to the above temporary leaves shall be in addition to any sick leave to which an administrator is entitled.

E. Return from Leave

An administrator who is granted an extended leave of absence by the Board of Education shall not receive increment credit for time spent on a leave granted

pursuant to any section of this Article, except as mandated by an applicable law.

F. Vacation

Twelve (12) month administrators shall receive fifteen (15) paid vacation days per year beginning at the end of the first year of service. An additional five (5) paid vacation days will be earned at the end of five (5) consecutive years of administrative service in the district. Each twelve (12) month administrator who was employed during the 1983-84 school year receives twenty (20) paid vacation days per year, utilized at the end of the year of service.

Vacation schedules shall be submitted to the Superintendent of Schools in advance for approval. Vacation time shall not be allowed to accumulate unless specifically approved by the Superintendent in writing and made a part of the administrator's vacation record. Building administrators should avoid using vacation days when school is in session (normally) and immediately before or after holidays and, in no instance, may this provision exceed five (5) days in any one (1) school year.

ARTICLE X

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Reimbursement

Up to a maximum of nine (9) graduate credits at the rate in effect for the New Jersey State Colleges shall be granted annually (non-accumulative) toward meeting the costs of approved graduate courses for all personnel in their specific field. Annually is defined as that period from September 1 to August 31. If a course(s) at other than a State College is approved by the Superintendent, then the total reimbursement shall not exceed nine (9) times the State College rate and compensation shall be at the State College rate for each credit pursued.

B. Prior Consultation

The Superintendent of Schools must be consulted prior to registration for a graduate course in order to be certain that the course is approved for reimbursement. At that time a list (with description) of elective subjects offered by the institution awarding such degrees shall be submitted to the Superintendent who shall designate which courses are of benefit to the School District in his/her



judgement. Only those approved elective subjects within a degree program as described herein shall be eligible for reimbursement.

C. Submission of Proof

Funds will be reimbursed upon submission to the Office of the Superintendent of Schools evidence of participation, official proof of successful completion of the graduate course and proof of costs for tuition.

D. Exception

Unless granted an exception by the Board of Education, reimbursement will not be given for:

1. Course taken to satisfy certification requirements.
2. Conferences, workshops, seminars or institutes unless requested and approved in writing to attend by the Superintendent and approved by the Board of Education.

E. Reimbursement for Conferences

Attendance at conferences, workshops and/or seminars requested in writing by a staff member to the Superintendent of Schools and approved by the Board of Education shall be reimbursed full cost of registration, travel and other reasonable expenses in accordance with present reimbursement schedules after submitting proof of said expenses.

Known costs shall be advanced by purchase order if a request is submitted in writing at least thirty (30) days in advance.

F. Approved Electives

Administrators who are matriculating in a Doctoral Degree program shall be reimbursed for elective courses outside their current teaching field or staff assignment. Approval shall not be unreasonable withheld.

ARTICLE XI

SALARIES

A. Salary Guides

Base salaries, longevity compensation and stipends for unit members should be per the attached salary guides.

ARTICLE XI

SALARIES

A. Salary Guides

Base salaries, longevity compensation and stipends for unit members should be per the attached salary guides.

B. Summer Rate for Ten Month Administrators'

When required to work additional days by the Superintendent of Schools (or designee) compensation for any additional work days above 195 shall be at the rate of 1/200 of ten month Administrators' current base salary rate.

ARTICLE XII

DURATION OF AGREEMENT

A. Duration Period

This agreement shall be effective for the period commencing July 1, 1993, and shall continue in effect until June 30, 1995, subject to the Association's right to negotiate over a successor agreement as provided in Article II. It is agreed between the parties, however, that the terms and conditions set forth herein shall continue to the extent of the provisions of P.E.R.C. and/or New Jersey courts of jurisdiction.

B. Status of Incorporation

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 stated below.

FOR THE ASSOCIATION:

Cornelia I. E. Hunter  
President

John G. [Signature]  
Secretary

6-29-93  
Date

FOR THE BOARD OF EDUCATION:

Donna J. [Signature]  
President

Frank Dingler  
Secretary

6/29/93  
Date

SIDEBAR AGREEMENT

ARTICLE IX

Temporary Leave

The understanding reached in negotiations is that administrators who have accumulated more than five (5) vacation days for carry-over, effective July 1, 1993, shall have until June 30, 1997 to utilize such excess days. It is further mutually understood that such days of vacation continue to be subject to the approval of the Superintendent.

FOR THE ASSOCIATION:

Edna L. E. Hunter  
President

6-29-93  
Date

John H. Thomas  
Date: 6-29-93

FOR THE BOARD OF EDUCATION:

Anthony F. Johnston  
President

6/29/93  
Date

Frank Dinger

Pleasantville Public Schools  
1993-1995 Administrator's Guide

1993-94

STEP	HS PRIN.	ELEM. PRIN.	DIRECTOR	DIST. SUPV.	ASST. PRIN.	10 MO SUPV.
1	71,332	64,021	61,202	59,334	59,334	46,407
2	72,506	65,172	62,377	60,508	60,508	46,690
3	73,682	66,372	63,553	61,684	61,684	48,973
4	74,856	67,548	64,728	62,859	62,859	50,256
5	76,032	68,724	65,903	64,034	64,034	51,539
6	77,208	69,899	67,078	65,211	65,211	52,822
7	78,382	71,074	68,253	66,385	66,385	54,105
8	79,558	72,249	69,429	67,561	67,561	55,388
9	80,733	73,424	70,604	68,736	68,736	56,563

1994-95

STEP	HS PRIN.	ELEM. PRIN.	DIRECTOR	DIST. SUPV.	ASST. PRIN.	10 MO SUPV.
1	72,743	65,432	62,613	60,745	60,745	47,818
2	73,917	66,583	63,788	61,919	61,919	48,101
3	75,093	67,783	64,964	63,095	63,095	50,384
4	76,267	68,959	66,139	64,270	64,270	51,667
5	77,443	70,135	67,314	65,445	65,445	52,950
6	78,619	71,310	68,489	66,622	66,622	54,233
7	79,793	72,485	69,664	67,796	67,796	55,516
8	80,969	73,660	70,840	68,972	68,972	56,799
9	82,144	74,835	72,015	70,147	70,147	57,974
10	83,319	76,010	73,190	71,322	71,322	59,149

Education Stipend

Masters + 30 - \$500 additional  
 Doctorate - \$1,000 additional

\* Longevity

- After 15 years as of September 1st - \$975
- After 20 years as of September 1st - \$1,000 additional
- After 25 years as of September 1st - \$1,000 additional

Note: Longevity is creditable for pension purposes