

Contract no. 1480

INSTITUTE OF MANAGEMENT
SEP 2 1992
RUTGERS UNIVERSITY

AGREEMENT
BETWEEN THE
PASCACK VALLEY REGIONAL ADMINISTRATOR'S ASSOCIATION
AND THE
BOARD OF EDUCATION OF PASCACK VALLEY HIGH SCHOOL DISTRICT
FOR THE PERIOD
JULY 1, 1992 -----JUNE 30, 1994

PREAMBLE

This agreement is entered into this 24th day of February, 1992 by and between the Pascack Valley Regional Board of Education, hereinafter called the "Board" and the Pascack Valley Regional Administrator's Association, hereinafter called the "Association."

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for the following administrative personnel:

Principals
Vice Principals
Directors of Student Personnel Services

NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into discussions over a successor agreement in accordance with Chapter 303, Public Law 1968, as amended by PL 123, 1974 prior to October 1 of the calendar year preceding the calendar year in which this agreement expires.

GRIEVANCE PROCEDURE

A. Policy

The Board of Education hereby declares as a statement of policy that any employee invoking the Grievance Procedure herein set forth shall be free from any prejudicial or punitive action by reason of invoking such procedure.

Further, all documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participant.

B. Definitions

1. Grievance

A grievance is a claim by an employee or the Association based upon the application or violation of this agreement, policies, or administrative decisions involving a term or condition of employment of an employee or group of employees.

2. Grievant

A grievant is the person or persons making the claim or on whose behalf the Association is making the claim.

3. The term "Grievance" shall not apply to any matter as to which (1) a method of review is prescribed by decision, or by any rule, regulation or by law of the Commissioner of Education or of the State Board of Education having the force or effect of law; or (2) in cases where the Board of Education is without authority to act; or (3) the failure or refusal of the Board of Education to offer a contract to a nontenured employee.

C. Purpose

The purpose of this procedure is to resolve disputes that arise involving the terms and conditions of employment covered by this agreement. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

D. Procedure

1. Time Limits

The number of days indicated at each level is the maximum and every effort should be made to expedite the process. The time limits specified may, however, be modified by written mutual agreement.

2. Limitations on Filing

A grievance shall be initiated at Level One of the procedure within (30) thirty days of the occurrence of an event which gives rise to a grievance. Failure to act within said thirty (30) calendar day period shall be deemed to constitute an abandonment of the grievance.

3. Level One - Immediate Supervisor

The grievant shall first discuss it with his/her immediate supervisor (or principal if applicable) either directly, or through the Association's designated representative within five (5) working days after the filing date of the actual grievance as outlined in Section D, Paragraph 2, in an attempt to resolve the matter informally at that level.

4. Level Two - Building Principal

If the grievance is not resolved informally to the satisfaction of the grievant, then the grievant shall file the grievance in writing with the building principal within five (5) working days after the supervisor's response. The building principal shall respond in writing within five (5) working days of receipt of the grievance.

5. Level Three - Superintendent of Schools

If the grievant is not satisfied with the disposition of his or her grievance at Level Two, he/she may file the grievance, in writing, with the Superintendent of Schools within five (5) working days of receipt of the response from the building principal. The Superintendent of Schools shall respond in writing within five (5) working days of receipt of the grievance.

6. Level Four - Board of Education

If the grievant is not satisfied with the disposition of his or her grievance at Level Three, he/she may, within five (5) working days after a decision by the Superintendent, file the grievance in writing with the Secretary of the Board of Education. The Board of Education shall review the grievance at its next regular meeting, and all parties who have been involved at any stage of the procedure shall have the right to be heard. The Board of Education shall render a decision in writing within thirty (30) days of the hearing.

7. Level Five - Arbitration

(a) If the grievant is not satisfied with the disposition of the grievance at Level Four, he/she may, within five (5) working days after the decision by the Board of Education, request in writing that the Association submit the grievance to Arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to Arbitration within five (5) working days after receipt of a request by the grievant.

(b) Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission.

(c) The arbitrator shall be limited to the issues submitted to him/her and shall not add to, subtract from, or modify the terms of the agreement. The only grievances which may be arbitrated are those alleging that there has been a violation of the express, written terms of the locally negotiated agreement. The arbitrator shall not have authority to rule on grievances which concern the interpretation, application or alleged violation of the Board policies and administrative decisions affecting terms and conditions of employment, or of statutes and regulations setting terms and conditions of employment.

(d) Arbitration meetings will be held at times other than the regular school day.

(e) Each party shall pay its own costs for arbitration preparation. The parties shall share equally the fee and expense of the arbitrator and arbitration proceedings.

E. Right to Representation

At any time of the grievance procedure, the aggrieved employee shall have the right to summon and have present witnesses on his/her behalf. The aggrieved employee shall have the right to be represented by counsel and to have speak on his/her behalf a representative of the Association. The right to participate in cross examination and/or argument on behalf of the aggrieved employee shall be limited to one person.

Nothing contained herein this procedure shall be deemed to require any employee to become a member of any organization, and any employee shall be entitled to a hearing under this procedure whether a member of any organization or not.

If in the judgement of the Representative Council of the Association, a grievance uniquely affects a group of employees covered by this Agreement, the Association may submit such grievance in writing directly to the Superintendent of Schools. If the Superintendent agrees that the grievance is such as to warrant direct consideration by him/her, then the processing of such grievances shall commence at this level. This procedure is not intended to apply to common grievances that could be resolved by immediate supervisors or principals, but to unique grievances over which immediate superiors or principals have no control.

SALARY GUIDE

No administrator hired on or after July 1, 1992 shall be entitled to a salary greater than the salary set forth on the maximum step of the applicable salary guide. All references to payment of salaries in excess of the amount set forth on the maximum step of the applicable salary guide shall be deleted from this Agreement when the person (s) entitled thereto resigns from the Pascack Valley Regional High School District.

Steps are not related to years of experience.

1992/1993 PASCACK VALLEY REGIONAL ADMINISTRATORS GUIDE

STEP	PRINCIPAL	VICE PRINCIPAL	D.S.P.S.
1	83,688	73,500	69,500
2	85,188	75,000	71,000
3	86,688	76,500	72,500
4	88,188	78,000	74,000
5	89,688	79,500	75,500
6	91,188	81,000	77,000
7	92,688	82,500	78,500
8	94,188	84,000	80,000
9	95,688	85,500	81,500
10	97,188	87,000	83,000
Off Guide		94,041	88,891
	107,458	96,292	92,958

1993/1994 PASCACK VALLEY REGIONAL ADMINISTRATORS GUIDE

STEP	PRINCIPAL	VICE PRINCIPAL	D.S.P.S.
1	86,188	76,000	72,000
2	87,688	77,500	73,500
3	89,188	79,000	75,000
4	90,688	80,500	76,500
5	92,188	82,000	78,000
6	93,688	83,500	79,500
7	95,188	85,000	81,000
8	96,688	86,500	82,500
9	98,188	88,000	84,000
10	99,688	89,500	85,500
Off Guide		98,041	92,891
	111,458	100,292	96,958

Directors of Student Personnel Services shall have the additional responsibility of the Special Services Department in their respective schools.

Health Benefits

The Board will pay for employee and family coverage for health-care insurance and dental insurance as provided to the PVREA.

The Board will reimburse members \$300 per year for physical examinations upon presentation of a Doctor's bill (s).

Payment for Unused Sick Leave

Any Administrator, 55 years or older, who retires according to the provisions of the TPAF in order to receive immediate benefits and not merely deferred retirement and who has 20 years of service in the P.V.R.H.S. Dist. shall be eligible for payment for unused sick leave according to the following formula:

- A. An Administrator must notify the Board of Education of intention in writing to retire at least 6 full months prior to June 30th retirement date.
- B. Qualifying days are all sick days accumulated within the district in excess of 25 days.
- C. The Board of Education will pay \$75 for each qualifying day.
- D. The total amount paid to any one Administrator shall not exceed \$15,000.

SCHOOL CALENDAR

Prior to the adoption of a school calendar, the P.V.R.A.A. will discuss with the Board of Education, through the Superintendent of Schools, any date or dates that it feels should be considered in the school calendar. This meeting between the Superintendent of Schools and the representatives of the Association shall take place before December 1.

The final determination of the school calendar is a Board prerogative and nothing contained herein shall prevent the Board from adopting the calendar.

RIGHTS OF THE BOARD

Except as otherwise provided in this agreement and under the provisions of Chapter 303, Public Law 123, 1974, the Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the Pascack Valley Regional High School District to the extent authorized by Law.

EVALUATION

The evaluation process for each Administrator shall be consistent with state legislation regarding evaluation and with the procedures outlined in the "Handbook for the Evaluation of Professional Personnel in the Pascack Valley Regional High School District," revised July 1980.

SICK LEAVE

As of July 1, 1984, each Administrator shall be entitled to 15 sick days per year with all unused days to be cumulative for subsequent years.

BEREAVEMENT LEAVE

Administrators shall be entitled to the following temporary, noncumulative leave of absence with full pay each school year:

1. Up to four (4) days at any one time in the event of the death of a spouse, child, parent, brother or sister.
2. Up to two (2 days) at any one time in the event of the death of a father-in-law, mother-in-law, grandchildren, or grandparents.
3. One (1) day in the event of the death of a son-in-law or daughter-in-law.

TRAVEL REIMBURSEMENT

As of July 1, 1984, the Board shall reimburse Administrators for the use of their car, twenty cents (20c) per mile plus tolls.

DURATION PERIOD

This agreement shall be effective as of July 1, 1992 and shall continue in effect until June 30, 1994. 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.

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, and their corporate seals to be placed hereon, all on the day and year first written above.

PASCACK VALLEY REGIONAL
ADMINISTRATORS ASSOCIATION

PASCACK VALLEY REGIONAL
BOARD OF EDUCATION

