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THIS DOES NOT  
CIRCULATE

AGREEMENT  
BETWEEN THE  
PENNSVILLE TOWNSHIP BOARD OF EDUCATION  
AND THE  
PENNSVILLE ADMINISTRATORS ASSOCIATION

July 1, 1978 - June 30, 1979

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*Summit County*

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I. Recognition

The Board of Education of Pennsville Township recognizes the Pennsville Administrators Association as the collective negotiating unit (hereinafter called the "Unit") for the purposes of collective negotiations as set forth in Chapter 123, P. L. 1974 for all principals and assistant principals employed by the Board.

## II. Unit Member's Rights

- A. No Unit member shall be disciplined or reprimanded without just cause. Any such action taken by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
  
- B. Whenever any Unit member is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that Unit member in his office, position, or employment or the salary or any increments pertaining thereto, he shall be entitled to have a representative present to advise him and represent him during such meeting or interview.

### III. Association Rights

Whenever by mutual agreement between the Unit and the Board or its representatives, any representative of the Unit or any member is scheduled to participate in formal negotiations procedures pursuant to Chapter 123, P. L. 1974, he shall suffer no loss in pay. Negotiations shall, whenever possible, be scheduled at times other than regular school hours.

#### IV. Grievance Procedure

##### A. Definition

1. A grievance shall mean a complaint by a member of the Unit that there has been to him a personal loss, injury or inconvenience resulting from a violation, misinterpretation or inequitable application of any of the provisions of this AGREEMENT, Board policies, and administrative decisions affecting him.
2. A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days from the date when the grievant knew or should have known of its occurrence.
3. An "employee grievant" is the person or persons making the complaint.
4. A "party in interest" is the person or persons making the complaint and any person who might be required to take action or against whom action might be taken in order to resolve the complaint.

##### B. Rights of Members to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself or at his option, by a representative of his own choosing.

##### C. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the employee grievant to proceed to the next step. In an emergency situation such as illness, vacation, death in the family, this time limit may be extended by mutual agreement between the parties involved.
- (b) It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.

#### IV. Grievance Procedure (continued)

2. (Level One) An assistant principal who has a grievance shall discuss it first with his principal and a principal who has a grievance shall discuss it first with the Superintendent of Schools in an attempt to resolve the matter informally. A decision shall be given to the grievant within five (5) school days.
3. (Level Two) The employee grievant, no later than five (5) school days after receipt of the informal decision of his principal or the Superintendent, may appeal the decision formally to the Superintendent. The appeal to the Superintendent must be made in writing specifying:  
(a) the nature of the grievance; (b) the nature and extent of the injury, loss, or inconvenience; (c) the results of previous discussions; (d) his dissatisfaction with 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 date of receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, and to the principal if the grievant was an assistant principal.
4. (Level Three) If the grievance is not resolved to the grievant's satisfaction, he 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. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, or at the request of the employee grievant, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant within twenty (20) calendar days of receipt of the appeal by the Superintendent, or if a hearing is held, within twenty (20) calendar days of the date of the hearing. The referred to hearing shall be held within fifteen (15) school days after receipt of the appeal notice.
5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and if the grievance pertains to a matter of previous formal agreement between the Board of Education and the Unit, the employee grievant may request the appointment of an arbitrator,

#### IV. Grievance Procedure (continued)

such request to be made known to the Superintendent within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on any grievance concerning:

- (a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Board or State Commissioner of Education; or
  - (b) A complaint of a non-tenure employee which arises by reason of his not being re-employed; or
  - (c) A complaint by any certificated or other specially licensed personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not possible or not required.
  - (d) Any matter which according to Law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
6. A request for arbitration will be honored only if the employee grievant, his representative and the Unit waive the right, if any, in writing to submit the matter at issue to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.
7. The following procedure shall be used to secure the services of an arbitrator.
- (a) Either party may request the American Arbitration Association to submit a roster of persons qualified to function as arbitrator in the matter at issue.
  - (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted roster, they may request the American Arbitration Association to submit a second roster of names.
  - (c) If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually



#### IV. Grievance Procedure (continued)

satisfactory arbitrator from the second submitted roster, the American Arbitration Association may be requested by either party to designate an arbitrator.

8. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall have only the power to interpret what the parties to the AGREEMENT intended by the specific clause in the AGREEMENT or Board policy if at issue. He may add nothing to, nor subtract anything from the AGREEMENT between the parties or any policy of the Board. He shall not have the authority to substitute his judgement as to the degree of discipline determined by the Superintendent or Board. The award of the arbitrator shall be submitted to the Board and the Unit and shall be final and binding on the parties.
9. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Unit. Any other expenses incurred shall be paid by the party incurring the same.

V. Vacations

A. Annual vacations for Unit members, based on length of service in the Pennsville School District shall be taken within the contract period at the discretion of the Superintendent of Schools.

1. The vacation schedule for all unit members will be:

<u>Years of Service</u>	<u>Annual Vacation</u>
From 6 months to 10 years	3 weeks
After 10th year to 20th year	4 weeks
After 20th year to 30th year	5 weeks
After 30th year	6 weeks

2. A Unit member may bank a maximum of three (3) weeks of accrued vacation time, and may use it before or after regular vacation time, when mutually agreed upon between the Superintendent and the member.

3. Whenever a legal holiday falls within the scheduled vacation period of a member, the member will receive one extra day of vacation.

4. Earned annual vacation may be taken during a time other than provided for in A-1, above, when mutually agreed upon between the Superintendent and the Unit member.

B. Separation from Service

1. A Unit member who dies before his contract period is completed shall receive full recognition of his vacation rights in the form of a vacation allowance to be given as a cash payment to his estate.

2. A Unit member who resigns or retires during the contract year shall receive full recognition of his vacation rights.

VI. School Calendar

The Superintendent of Schools shall draw up a school calendar to recommend to the Board of Education, and shall consult with the Unit, other individuals and organizations within the School District and, as he sees fit, individuals and organizations other than within the School District.

VII. Vacancies and Transfers

- A. All administrative vacancies caused by death, retirement, discharge, resignation, or by the creation of new positions, shall be publicized in all schools in the School District. Such publication shall be accomplished by the Superintendent of Schools as soon as possible. In addition, the Superintendent may concurrently publicize the position outside the school district.
- B. Said notice of vacancy or new position shall set forth the qualifications for the position. It shall be the responsibility of the Superintendent to establish qualifications for all vacant or new positions.
- C. Unit members who desire to apply for such vacancies or new positions shall apply in writing to the Superintendent within the time limit specified in the notice. Applications shall include a current resume of experience and an official transcript of graduate studies.
- D. All vacancies and new positions shall be filled on the basis of the competencies required for the position as determined by the Superintendent and the Board of Education.
- E. All applicants for any vacant or new position shall be notified in writing of the decision of the Board.

VIII. Short-Term Absences

A. Sick Leave

1. All members of the Unit shall be allowed personal sick leave with pay for one and one-half (1½) days per month for each month of the annual contract period. The total allowable sick leave shall be available, if needed, on the first day of the contract year.
2. Unused sick leave shall accumulate without limit from year to year.
3. In case of illness in the immediate family of a member, and upon request of the member to the Superintendent of Schools, sick leave may be granted to the member.

B. Death in Family

1. In the event of death in the immediate family, a Unit member shall be granted absence with pay for scheduled work days to attend the death bed or funeral as hereinafter provided:
  - a. Up to five (5) calendar days in case of death of any of the following, with additional days granted at the discretion of the Superintendent:
    - (1) Member's parents, spouse, children, son-in-law, daughter-in-law, and other persons residing in the member's household.
    - (2) Brothers and sisters of the member and the parents of the member's spouse.
    - (3) Legally adopted members of the family and step-relationships as outlined in (1) and (2).
  - b. Up to one (1) day to attend the funeral of any of the following:
    - (1) Uncles, aunts, grandparents and grandchildren of the member.
    - (2) Brothers-in-law and sisters-in-law of the member.

VIII. Short-Term Absences (continued)

C. Personal Business

1. Upon request to the Superintendent of Schools, and with his approval, Unit members will be granted time off for personal business.

D. Sick Leave Extended

1. In the event of an illness which extends beyond the number of days of personal sick leave accumulated by a member, said member may petition the Superintendent for the right to use accumulated vacation time as additional sick leave, providing such extended illness has been verified by a physician. If no such petition is made by the member, and if his extended illness is verified by a physician, the Board shall extend sick leave for up to thirty (30) days and the member shall receive the difference between his daily salary and the prevailing per diem rate for substitute teachers. Such coverage shall begin immediately after accumulated personal sick leave has been exhausted.

E. Other Absences

1. Requests for absence with pay to attend professional meetings or conferences shall be submitted to the Superintendent of Schools in writing and shall specify the nature of the meetings or conference, number of days absence requested. The decision of the Superintendent or the Board of Education with respect to the request for absence and any request for reimbursement of expenses shall be final.

IX. Personnel Files

A. Official files shall be maintained in accordance with the following procedures:

1. The Superintendent will place in a Unit member's file all material received from and signed by responsible sources concerning a Unit member's conduct, service or character.
2. A Unit member shall have the opportunity to review the contents of his file, except for pre-employment records, at times mutually convenient to the member and the Superintendent of schools.
3. A unit member has the right to reply to any document with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file.

X. Salaries

A. Salaries of Unit members shall be based on the schedule and related procedures set forth in this ARTICLE. Such schedule and procedures shall be applicable for the duration of this Agreement.

1. The Teachers' Salary Schedule with all defining articles shall be basis of the salary schedule for principals and assistant principals.
2. The basic annual salary of a principal or assistant principal shall be his proper step on the Teachers' Salary Schedule commensurate with his degree. The actual annual salary of a principal or assistant principal shall be his base salary times the appropriate ratio shown in paragraph 3, below, plus, and when eligible, any service increments included in the Teachers' Salary Schedule. The ratio shall not be applied to any service increments.
3. The following table of ratios shall be applied to the Teachers' Salary Schedule for the purpose of determining the annual salary of principals and assistant principals, as set forth in paragraph 2, above.

<u>Years of Service</u>	<u>12 Month H. S. Principal</u>	<u>12 Month Jr. H. S. Principal</u>	<u>12 Month Elementary Principal</u>	<u>10 Month Elementary Principal</u>	<u>12 Month H. S. Asst. Prin.</u>	<u>12 Month Jr. High Asst. Prin.</u>
1	1.40	1.30	1.21	1.10	1.20	1.15
2	1.43	1.33	1.24	1.13	1.23	1.18
3	1.46	1.36	1.27	1.16	1.26	1.21
4	1.49	1.39	1.30	1.19	1.29	1.24
5	1.52	1.42	1.33	1.22	1.32	1.27
6	1.55	1.45	1.36	1.25	1.35	1.30
7	1.58	1.48	1.39	1.28	1.38	1.33

4. In district administrative promotions an administrator being promoted to an administrative position whose ratio scale is higher than the ratio scale of the position from which he is being promoted shall have his new ratio determined at the percentage appearing on the new ratio scale which is immediately higher than the percentage on the ratio scale which he was receiving in his position before such promotion.

If such promotion occurs subsequent to April 30th, his new ratio computed as aforesaid, will be based on the ratio he was scheduled to receive, effective July 1st, had such promotion not occurred.

This clause will affect only the administrative changes that have been made since 1970.



X. Salaries (continued)

5. In the event that no settlement is reached between the Board of Education and the Pennsville Education Association by July of the succeeding year and the Pennsville Administrators have settled contract negotiations, administrators salary effective July 1, will be based on the following:
  - a. Unit members who are entitled to an increment will receive same.
  - b. The Board of Education will arrive at a percentage figure to increase base salaries.
  - c. Upon contract agreement with the PEA, the formula based on Article X. A-3 of the PAA will be utilized retroactively to July 1.

XI. Insurance Protection

- A. The Board of Education shall provide health care insurance protection, as described in this ARTICLE, for each employee in the Unit.
- B. Health care insurance provided by the Board shall be the New Jersey State Health Benefits Plan.
- C. The Board shall pay the full premium for employee coverage under the State Health Benefits Plan for each employee in the Unit.
- D. The Board shall pay 100 percent of the premium for appropriate dependent coverage under the State Health Plan for each employee of the Unit.

## XII. Sabbatical Leaves

- A. Full-time administrative employees shall be eligible to apply for sabbatical leave in accordance with the following provisions:
1. A tenure administrator who has completed a minimum of seven (7) years of continuous service in the schools of Pennsville Township is eligible.
  2. Sabbatical leave may be requested for either a full year or one-half year.
  3. Sabbatical leave shall be for the purpose of educational advancement only. Acceptance of other full-time employment during such leave is prohibited.
  4. The term of sabbatical leave shall be taken within the regular school year (July 1 to June 30).
  5. No more than one (1) administrator shall be granted such leave in any one year.
  6. Employees granted sabbatical leave shall receive one-half their annual contracted salary if such leave is for one year, or one-quarter of their annual contracted salary if such leave is for one-half year. Stipends for such leave will be divided into equal monthly installments and paid on the fifteenth (15th) day of each month the employee is on sabbatical leave.
  7. Applications for sabbatical leave shall be submitted in writing to the Superintendent of Schools not later than April 1 of each year, stating the purpose of such leave and the intended duration of the leave. The Superintendent will consult with the Administration Committee of the Board of Education and the President of the Pennsville Administrators Association and they, jointly will make recommendations to the Board. Within one (1) month of receipt of a recommendation, the Board will notify the applicant in writing stating whether his request was granted or denied.
  8. If granted sabbatical leave, the grantee shall agree in writing to return to Pennsville Township School District and work at least one (1) year after such leave expires.

XII. Sabbatical Leaves (continued)

9. If an employee on sabbatical leave resigns during such leave, he shall refund to the Board all such salary paid to him during the period of leave. If an employee resigns within one year of the expiration of his sabbatical leave, he shall refund to the Board such proportion of the salary paid during the leave of absence as the unexpired proportion of one year shall bear to said period.
10. Upon return from sabbatical leave, the employee will present a report to the Board of Education describing his study during such leave and proposals for making use of it in his work in the Pennsville School District.

### XIII. Miscellaneous Provisions

- A. Except in emergencies when they are not available, the Superintendent shall consult appropriate Unit members regarding professional personnel selection, assignment, transfer or evaluations of any person assigned or to be assigned to a member's building. Information or advice received through such consultations will be considered by the Superintendent prior to his making any final decision or recommendation to the Board of Education.
- B. Credit for Post Graduate Work
1. Administrators are encouraged to continue further training in recognized colleges and universities.
  2. Candidates for further academic work shall register their intention with the Superintendent of Pennsville Public Schools prior to embarking on the course and obtain approval of the Superintendent for the program. The Superintendent in approving college semester credits and programs, will be guided by the thought, "Will this program improve this individual's performance as an administrator in the Pennsville Public School System?" The Superintendent will make the final decision on credit approvals.
  3. Unit members obtaining Post Graduate credits after July 1, 1975, will receive a stipend of \$15.00 per credit per year. Only credits earned while in the employment of the Pennsville Public School System will be approved. Unit members presently receiving the \$10.00 per credit per year stipend, will continue to receive that stipend for credits approved prior to July 1, 1975.
  4. If such work leads to a degree, the degree credit will then be given and the enabling credits will be discontinued.
  5. If credits are earned, and no degree obtained, such credits will continue in effect permanently.
  6. Post graduate credits will be submitted for approval for payment on the following dates:  
July 1, credits to be retroactive to the month following completion of the course work;  
October 1, credits to be retroactive to the month following completion of the course work;  
March 1, credits to be retroactive to the month following completion of the course work.

XIII. Miscellaneous Provisions (continued)

- C. The Board of Education will provide all members of the Association a blanket legal liability insurance policy. Premiums to be paid by the Board of Education.
- D. The Board of Education will maintain a centralized system of calling substitute teachers on a daily basis.
- E. The Pennsville Administrators Association shall be granted any additional benefits and salary increases granted to the Pennsville Education Association.

XIV. Modification of Agreement and Negotiation of Successor Agreement

Not later than October 15th of the school year in which the contract expires, the parties agree to enter into negotiations over a successor agreement.

XV. Statutory 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.



XVI. Duration of Agreement

The provisions of this AGREEMENT shall be effective as of July 1, 1978 and shall remain in full force and effect until June 30, 1979.

PENNSVILLE ADMINISTRATORS ASSOCIATION

by \_\_\_\_\_  
President

PENNSVILLE BOARD OF EDUCATION

by \_\_\_\_\_  
President

by \_\_\_\_\_  
Secretary