

Contract no. 1579

**COLLECTIVE NEGOTIATION AGREEMENT**

Between

The Dumont Board of Education

and

The Dumont Supervisors' Association

July 1, 1988 to June 30, 1991

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Preamble

In order to effectuate the provisions of Section 19 of Article I of the Constitution of the State of New Jersey and Chapter 123, P.L. of 1975, THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS NINETEENTH DAY OF MAY, 1988 between the Dumont Board of Education (hereinafter referred to as the Board) and the Dumont Supervisors' Association, Inc., (hereinafter referred to as the Association.)

The parties to this agreement are committed to a policy of non-discrimination based on race, color, creed, religion, sex, ancestry, national origin, handicap, and/or socio/economic status.

**ARTICLE I**

Recognition

The Board of Education recognizes the Association as the exclusive negotiating representative for collective negotiations concerning the terms and conditions of employment for all supervisors of instruction with a valid supervisor's credential issued by the State Department of Education.

The following employees are specifically excluded from the provisions of this agreement:

- Superintendent of Schools
- Director of Curriculum, Instruction, and Supervision
- Director of Special Services
- Region V Coordinator
- Administrative Assistant to the Superintendent of Schools
- Secretary to the Board of Education/Business Administrator
- Principals
- Vice-Principals
- Custodians
- Secretaries and Clerks
- Cafeteria Personnel
- Teacher Aides
- Substitute Teachers
- Director of Buildings and Grounds
- Custodian of School Monies
- Summer School Personnel
- Per Diem and Hourly Personnel
- Members of the Dumont Education Association

## ARTICLE II

### Negotiation of Successor Agreement

A. The parties for negotiation shall be composed of not more than three members designated by the Association and three members of the Board.

B. Negotiations shall be conducted according to the following provisions:

#### 1. Requests for Negotiating Sessions

- a. A negotiating session shall be initiated when either the Board or the Association delivers a written request for such a session to the superintendent.
- b. A request for a negotiating session shall include a brief statement of the matter or matters to be negotiated or discussed.
- c. Upon receipt of such a request, the superintendent shall prepare and transmit copies to each member of the negotiating panels.
- d. The superintendent shall, in consultation with each side, set a mutually agreeable date, time, and place for the requested negotiation session, as well as for subsequent sessions until the matter is disposed of. S/he shall provide the services of a competent person acceptable to both parties to keep the minutes of the negotiation sessions, and s/he shall make all other arrangements appropriate or necessary for each session. The cost for services shall be borne equally by the Board of Education and the Association.

#### 2. Conduct of Negotiating Sessions

- a. All communications between the parties relating to this agreement shall be made in writing, addressed and given to the President and Negotiation Chairperson of and for the Association and to the Superintendent of Schools on behalf of the Board.
- b. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1975 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of supervisors' employment. Such negotiations shall begin not later than October 1, or in accordance with the timetable set by PERC of the calendar year proceeding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all supervisors, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- c. It is understood that the October 1 or the starting date set by PERC may be waived by mutual agreement of the parties in writing.

- d. The proposals of the Association presented on or before the deadline date of November 1 will represent all the proposals of the Association.
- e. During negotiations, the Board of Education and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may utilize the services of professional and/or lay representatives to assist in the negotiations.
- f. In the event that the parties have not, prior to December 1, or a mutually agreed upon extension date, achieved a mutually satisfactory agreement, at the written request of either party, a copy of which written request will be delivered to the opposing party, the Division of Public Employment Relations may, pursuant to such request, join in negotiations to mediate a voluntary resolution of any impasse then existing. Should such mediation fail to resolve such impasse or impasses, the Division of Public Employment Relations may, pursuant to law, recommend or invoke fact finding recommendation in accordance with the PERC timetable for settlement (the cost of which shall be borne equally by the parties.)
- g. The parties understand that it is of paramount importance to the success of collective negotiations that the proceedings of the collective negotiations remain confidential and that the premature release to news media or public groups would be inimical to their mutual interest and to the public interest. The representatives agree to observe the following procedures, providing there has been good faith bargaining all the time:
  - (1) When either party within the joint committee intends to issue a statement to the public news media, the full committee shall be informed of the statement and its contents before release.
  - (2) It is further understood that the other party may, if it wishes, issue a counter-statement of its position in a joint release to public news media under the same terms as noted above.
  - (3) Any release to public news media must contain:
    - (a) The name of the organization issuing the statement.
    - (b) The name of a responsible officer (preferably the chairperson of the group committee) of such organization.
- h. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not,

except by mutual consent. Further, in the event meetings are held and no agreement is reached between the parties amending the agreement, then neither party shall be charged with having created an impasse.

- i. The execution of this agreement by the parties hereto shall take place after ratification of the provisions herein by the Association and by the Board at its next regular or special meetings following the ratification by the Association.

### ARTICLE III

#### Applicable Law

- A. It is expressly understood that this procedure shall be binding upon the Board of Education only to the extent permitted by the Laws and Constitution of the State of New Jersey and of the United States of America and shall not impair the rights of any individual under Article I, Section 19 of the New Jersey State Constitution.
- B. It is understood by all parties that the Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law and the Constitution of the State of New Jersey and of the United States.

### ARTICLE IV

#### Printing of this Agreement

The cost of producing fifty (50) copies of this agreement shall be equally divided between the Board and the Association. The agreement shall be presented to all personnel represented by the Association.

### ARTICLE V

#### Grievance Procedure

##### A. Definition of Grievance

Grievance shall mean any alleged violation, misinterpretation, or inequitable application of any existing law, regulation, policy, or provision of this agreement or administrative decisions affecting a supervisor's terms and conditions of employment.

##### B. Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of staff members. Both parties agree that these proceedings shall be kept informal and confidential as may be appropriate at any level of the procedure.

## C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed on or after June 1, which, 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 here shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

### 3. Level One

Any supervisor who has a grievance shall first discuss it with his/her principal or the director of curriculum, instruction, and supervision, whichever is applicable, in an attempt to resolve the matter informally at that level.

### 4. Level Two

If, as a result of the discussion in Level One, the matter is not resolved to the satisfaction of the supervisor within five (5) school days after presentation of the grievance in Level One, s/he shall set forth his/her grievance in writing to the principal or the director of curriculum, instruction, and supervision, whichever is applicable, with copies to the superintendent of schools and the Association. The principal or the director of curriculum, instruction, and supervision, whichever is applicable, shall communicate his/her decision to the superintendent of schools, and the Association in writing within three (3) school days of receipt of the written grievance. A school day shall be defined as any day in which the school is officially in session.

### 5. Level Three

The supervisor may within three (3) school days after receiving the principal's or the director of curriculum, instruction, and supervision's decision, whichever is applicable, appeal the decision to the superintendent of schools. The appeal to the superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The superintendent shall request a report on the grievance, from the principal or the director of curriculum, instruction and supervision, whichever is applicable, shall confer with the concerned parties, and upon request, with the supervisor, principal, or director of curriculum, instruction, and supervision, whichever is applicable, separately. S/he shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days after receiving the appeal. The superintendent,

at this time, shall communicate his/her decision, in writing, along with supporting reasons, to the supervisor or the principals and the director of curriculum, instruction, and supervision, whichever is applicable, and the representative of the Association.

6. Level Four

If the grievance is not settled to the satisfaction of the supervisor after reaching the superintendent of schools, the matter may be referred to the Association for consideration. This referral for consideration must be made within three (3) school days. The association shall make a determination as soon as possible, but within a period not to exceed five (5) school days after referral, notifying the supervisor in writing of that determination.

If the Association determines that the grievance has or may have merit it shall recommend that the grievance be heard by the Board of Education. If the Association determines that the grievance is without merit, the Supervisor shall retain the right to appeal in writing to the Board of Education. The request in either case shall be submitted in writing within three (3) school days, through the superintendent of schools who shall attach all related papers and forward the request to the Board of Education.

7. Level Five

If the aggrieved person or the Association is not satisfied with the disposition of the grievance by the Board the aggrieved or the Association may within ten days after receiving the decision from the Board, request in writing that the grievance be submitted to arbitration.

Within ten (10) days of written notice of submission to advisory arbitration, the Board of Education 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 a 15 day period, a request for a list of arbitrators may be made to the American Arbitration Association by the aggrieved party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The advisory arbitrator so selected shall confer with representatives of the Board of Education and the Association and hold hearings promptly. He/she shall issue his/her decision not later than ten (10) days from the date of the closing of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him/her. The advisory arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrators shall be without power or authority to make a decision

which violates the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board of Education and the Association or the party of interest shall be advisory only, and no judgment may be entered thereon.

The costs for the services of an arbitrator including per diem expenses, if any, and actual necessary travel and subsistence expenses, shall be borne equally by the Board of Education and the Association or the party of interest.

#### 8. Failure to File

If a supervisor does not file a grievance in writing with the superintendent within thirty (30) school days after the supervisor knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived.

#### D. Rights of Supervisor to Representation

Any supervisor shall have the right to appeal the application of policies and administrative decisions affecting him/her through administrative channels. With respect to personal grievances, s/he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. The supervisor shall have the right to present his/her own appeal or designate representatives of the Association or another person of his/her own choosing to appear with him/her at any step in his/her appeal. When an individual is not represented by the Association, the Association shall have the right to be present and informed at all stages of the grievance procedure.

#### E. Miscellaneous

1. Decisions rendered at Levels Two, Three, and Four of the Grievance Procedure shall be in writing, setting forth the decision and the reasons therefore and shall be promptly transmitted to all parties in interest and to the Association. Decisions rendered at Level Five shall be in accordance with the procedures set forth in that paragraph.
2. All documents, communication, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared and given appropriate distribution by the superintendent so as to facilitate operation of the grievance procedure.
4. No supervisor shall have the right to refuse to follow an administrative directive or a Board policy on the grounds that s/he has instituted a grievance.

5. All certificated supervisory personnel including the grievant, shall continue under the direction of the superintendent and administrator regardless of the pendency of any grievance until such grievance is properly determined. Any case of violation shall be regarded as evidence of conduct unbecoming a supervisor within the purview of the tenure of office act.
6. Any grievance supported by the Association and not resolved to the satisfaction of the supervisor, or party of interest, after review by the Board of Education may at written request of the association be submitted to advisory arbitration except in the case of a grievance involving any of the following points:
  - a. A method by review as prescribed by law or state board rule have the force and effect of law, or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
  - b. A complaint of a non-tenure supervisor that arises by reason of his/her not being re-employed.
  - c. A complaint by any teacher occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required.

## ARTICLE VI

### Supervisor's Rights

Pursuant to Chapter 123, Public Laws of New Jersey, 1975; the Board of Education hereby agrees that every teacher of the Board shall have the right to organize, join and engage in collective negotiation and other concerned and lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board of Education undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any teacher in enjoyment of any rights conferred by Chapter 123, Public Laws of New Jersey, or other applicable laws, that it shall not discriminate against any teacher with respect to terms and conditions of employment by reason of his/her membership in the Association and his/her participation in any legal activities of his/her Association, or his/her institution of any grievance with respect to any terms or conditions of employment.

## ARTICLE VII

### Management Rights Clause

It is understood by all parties that under the rules of the Courts of New Jersey, and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted by Law.



## ARTICLE VIII

### Association Rights and Privileges

Duly authorized representatives of the supervisors' organization may be given permission to transact official organization business on school property at such time and place as the administration deem reasonable so as not to interfere with or interrupt normal school operations in accordance with board policy.

In the use of buildings by the Association, the Board of Education may make a reasonable charge when special custodial service is required.

The Association may use school equipment when not otherwise in use in accordance with Board Policy. Supplies in connection with such equipment use will be furnished by the Association.

## ARTICLE IX

### Salary Guides - See APPENDIX

## ARTICLE X

### Withholding of Increments

It shall be clearly understood by all staff members that negotiated salary schedules or individual contracts do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or good cause, any and all employment adjustment increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

1. Whenever the superintendent of schools decides to submit a recommendation to the Board to withhold salary increment, the supervisor to be so deprived shall be on notice of this recommendation.
2. Arrangements shall be made to afford said supervisor a reasonable opportunity to speak in his/her own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. If the resultant action of the Board is to withhold any increment, it shall, within 10 days, give written notice of such action, together with the reason therefore, to the supervisor concerned.

## ARTICLE XI

### Non-Renewal of a Non-Tenured Supervisor

The Board of Education claims the right conferred upon it by statute to employ in this district only those supervisors it deems best qualified for service. The Board is not committed to the renewal of any non-tenured supervisor.

In the exercise of this policy, the Board of Education will not infringe upon or be motivated by considerations that infringe upon the constitutionally guaranteed rights of the individual.

The supervisor who believes that his/her non-renewal has deprived him/her of a personal right may appeal to the superintendent. Failing satisfaction at that level, he/she may appeal to the Board of Education and, thereafter, to the Commissioner of Education.

## ARTICLE XII

### Fringe Benefits

Members of the Supervisors' Association shall receive health insurance coverage, terminal pay, and other personal benefits accorded to other professional teacher employees of the district. Any improvements in fringe benefits as may be developed through bargaining or provided on any other basis to teachers will automatically apply to the supervisors.

## ARTICLE XIII

### Miscellaneous Provisions

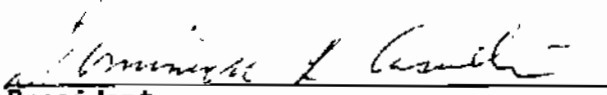
- A. This agreement shall go into effect on July 1, 1988, and shall expire on June 30, 1991. It shall be renegotiated prior to its expiry by use of the negotiation procedures provided in this agreement.
- B. If any provision of this agreement or any application of this agreement to any employee or group 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 force and effect.

ARTICLE XIV

Duration of Agreement

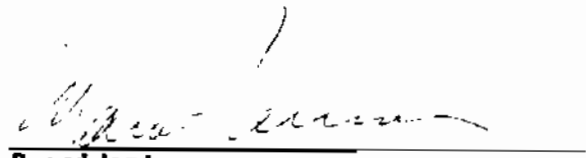
This agreement shall be effective as of July 1, 1988, and shall continue in effect until June 30, 1991. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

DUMONT SUPERVISORS' ASSOCIATION

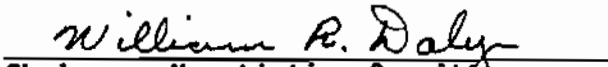


President  
Dominick Casulli

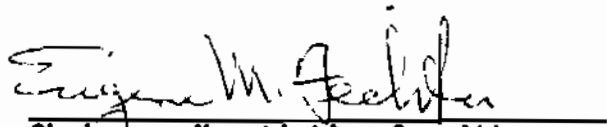
DUMONT BOARD OF EDUCATION



President  
Maria Ferrara



Chairman, Negotiating Committee  
William R. Daly



Chairman, Negotiating Committee  
Eugene Fechter, Ph.D.

ARTICLE IX

Appendix

1. Salaries of supervisors for the 1988-89, 1989-90, and 1990-91 school years shall be calculated using the following formula:  
$$\text{base (\$)} + (\text{amount from criteria})$$
2. Criteria
  - a. Number of teachers
$$5 - 10 = \$1500$$
$$11 - \quad = \$ 150 \text{ for each teacher over } 10$$
(Teachers shared by supervisors for evaluation shall be pro-rated)
  - b. Number of classes taught  
$$\$600 \text{ per class}$$
  - c. Years of experience as a supervisor in Dumont
$$2 - 6 = \$ 500$$
$$7 - 11 = \$ 850$$
$$12 - 16 = \$1200$$
3. Required work beyond supervisor's school year calendar for director of guidance  
$$0.30\% \times \text{no. of additional days worked} \times \text{base} + \text{item \#1}$$
4. Whenever a person shall accept employment as a supervisor, his/her initial salary shall be agreed upon by the person and the board of education. The fourth year contract shall require that all the criteria be made applicable.
5. Work Day: Begin: 7:50 a.m.  
End: 3:35 p.m.
6. Work Year: 6 days beyond teacher's school year calendar
7. BASE = \$50,200 (1988-89)  
BASE = \$54,800 (1989-90)  
BASE = \$59,400 (1990-91)
8. The Board of Education agrees to pay as a fringe benefit for each year of the contract for each supervisor represented by the association the entire cost of membership in the New Jersey Principals and Supervisors Association.