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AGREEMENT

between the

SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION

and the

SCOTCH PLAINS-FANWOOD SUPERVISORS ASSOCIATION

X JULY 1, 1987 to JUNE 30, 1990

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ARTICLE 1  
RECOGNITION

- A. The Scotch Plains-Fanwood Board of Education, hereinafter referred to as the "Board," recognizes the Scotch Plains-Fanwood Supervisors Association, NJAPS hereinafter referred to as the "Group," as the exclusive representative concerning grievances and terms and conditions of employment for all full-time personnel in the job classification of Supervisor.
- B. Unless otherwise indicated, the term "Supervisor" when used hereinafter in this Agreement shall refer to all personnel represented by the Association as defined in Section A. above. References to either male or female members shall include the opposite sex.

ARTICLE III  
GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim by a Supervisor that he/she has suffered a loss or injury as a result of misinterpretation, misapplication, or violation of this Agreement, policies, or administrative decisions affecting terms and conditions of employment.
2. A grievance to be considered under this procedure must be initiated by the Supervisor within twenty-five (25) calendar days from the time the action is taken or when the act is known or should have been known.
3. An aggrieved person is the person or persons making the claim.

B. Purpose

The purpose of this procedure is to resolve differences, at the lowest possible administrative level, concerning the rights of the parties regarding the terms and conditions of employment of the employees covered by the contract.

C. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
2. Failure at any step of the procedure to appeal a grievance to the next step within the specified time

matter as quickly as possible, but within a period not to exceed fifteen (15) calendar days, the Chief School Administrator shall communicate his/her decision in writing to the Supervisor and the Association.

F. LEVEL THREE

1. If the grievance is not solved to the Association's satisfaction, he/she may request an informal appearance with the Board. The request shall be submitted in writing to the Chief School Administrator who shall attach all related papers and forward the request to the Board. A committee of the Board shall review the grievance, conduct the informal appearance with the employee, if requested, and render a decision in writing within forty-five (45) days.

G. LEVEL FOUR

1. If the Association is dissatisfied with the decision of the Board Committee, and only if the grievance pertains to a violation of this Agreement between the Board and the Association, the Association shall file with the Public Employment Relations Commission a request for the submission of a panel of arbitrators to hear the particular issue. The parties shall be bound by the rules of PERC. The Association shall notify the Chief School Administrator of its decision to arbitrate.
2. The Association shall represent or approve the representative of said grievant at the arbitration level.

because of their participation or refusal to participate.

4. The aggrieved party and his/her representatives shall have the right to be present at all hearings conducted at any step of the grievance procedure.
5. The right of a staff member to attempt to resolve a grievance directly through normal administrative procedure is not to be abridged in any way.
6. There will be no suspension of a grievance procedure when schools are not in session except by mutual consent of the parties.
7. The aggrieved shall have the right to present his/her own appeal or designate representatives of the Association to appeal with him/her or for him/her at any step in his/her appeal through the level of Chief School Administrator. If the aggrieved does not designate a representative, the Association shall be notified that a grievance is in process and shall have the right to be represented at all hearings pertaining to the grievance.
8. In the event that a grievance results from an action of a school official higher than the rank of Assistant Superintendent the grievant may set forth his/her grievance in writing to the Chief School Administrator or his/her designee, specifying:
  - a. the nature of the grievance and date occurred;
  - b. the results of the previous discussions;

ARTICLE IV

SUPERVISOR'S PERSONAL RIGHTS AND ACADEMIC FREEDOM

- A. All Supervisors shall have the right to freely organize, join and support the Association for the purpose of engaging in professional negotiations and other Association activities.

ARTICLE VI

TERMS AND CONDITIONS OF EMPLOYMENT

- A. The Board agrees to hire as Supervisors only those who are eligible for certification as supervisors.
- B. Notification  
Upon employment, the Board shall notify the Association in writing the certificates and degrees held and the address of each new supervisor. A copy of the Board's minutes of the meeting when the new member was approved for employment will suffice.
- C. Recruitment  
Promotional vacancies in the school system will be made known to members of the Association as they arise. Association members may apply for any open position and applications for transfers to new or vacant positions will be considered.
- D. Notification of Contract and Salary  
Supervisors shall be notified of their contract and salary status in accordance with N.J.S.A. 18A:27-10.
- E. Travel  
Each supervisor shall receive an annual stipend of \$300.00 as reimbursement for all required use of personal automobiles for travel within and outside the boundaries of the school district, except that supervisors shall be reimbursed at the IRS rate for required travel that exceeds fifty (50) miles from the District.



SCOTCH PLAINS-FANWOOD

SUPERVISORS

<u>Experience</u>	<u>1986-87</u>	<u>1987-88*</u>	<u>1988-89*</u>	<u>1989-90**</u>
0-10	\$35,000 <sup>3</sup>	\$37,800 <sup>3</sup>	\$41,000 <sup>3</sup>	\$46,500
11-18	40,000 <sup>5</sup>	43,200 <sup>3</sup>	46,700 <sup>2</sup>	50,000 <sup>3</sup>
19+	45,000 <sup>5</sup>	48,600 <sup>2/5</sup>	52,500 <sup>1/7</sup>	56,500 <sup>2/8</sup>
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\*Supervisors eligible for step advancement will receive one-half of the total annual increase on September 1 and the remaining half of the annual increase on February 1.

Example: 1986-87 salary \$40,000

Effective 9/1/87 4,300

Effective 2/1/88 4,300

\*\*Supervisors eligible for step advancement will receive pay increases as follows:

Effective 9/1/89 \$4,000

Effective 1/1/90 2,000

Effective 4/1/90  
Step 1 to 2 3,000

Effective 4/1/90  
Step 2 to 3 3,800

## ARTICLE IX

### EVALUATION

- A. Evaluations will be conducted in accordance with the regulations of the State Department of Education
- B. No evaluation report shall be filed in the Superintendent's office or shared with the Board of Education before the Supervisor has had the opportunity to read it, discuss it with the Superintendent (Principal) (Evaluator), and offer written comments. To this end, the evaluative reports shall be shared with the evaluatee no less than ten (10) days prior to the date concluding the evaluation period.
- C. Procedure
  - 1. Minimum of one (1) formal evaluation report will be filed by the appropriate administrator for each tenured supervisor during any given year and a minimum of three (3) evaluations shall be made for nontenured supervisors.
  - 2. A conference shall be held with each supervisor prior to the written evaluation report. The written evaluation report shall be compiled and submitted to the supervisor within five (5) days following the date of the conference.
  - 3. As soon as it is determined that a supervisor is not meeting expectations, as delineated in the evaluation criteria, and needs to correct specific deficiencies in order to be recommended for reemployment or salary increment, a conference will be held with the evaluator

## ARTICLE\_X

### DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its Supervisors, dues for any combination of such associations as said Supervisors individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse said monies to the appropriate association or associations.
- B. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish to the Board written notice prior to the effective date of such change and shall furnish to the Board the new authorizations from its members showing the individual deduction authorizations and the total authorized deductions for each employee, it being understood that the only obligation of the Board shall be to remit to the Group the total deduction and not the individual deductions. It shall be the obligation of the Group from the total deduction to make the further individual deductions authorized by the members.

**ARTICLE\_XI**  
**PROFESSIONAL\_GROWTH**

- A. The Board agrees to implement the following at the beginning of the school year:
1. To pay up to \$450.00 for the cost of tuition during any one school year for any member who takes course work approved in advance by the Superintendent.
  2. To pay other reasonable expenses incurred in connection with workshops, seminars, or conferences which are either approved in advance by the Superintendent or which the member is required to attend.
  3. To pay membership dues in one professional organization which the member voluntarily joins.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

Supervisors shall be entitled to the following temporary leaves of absence without loss of pay:

- A. A total of two (2) days leave of absence for such personal or other matters which require absence during the school hours. Application to the Assistant Superintendent for personal leave shall be made at least five (5) days 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 he or she is taking it under this section. One (1) day of such personal leave may be accumulated so as to permit the employee a maximum of three (3) personal leave days in any one (1) school year.

Effective September 1, 1986 all employees shall be required to state the reason for requesting the employee's last available personal leave day for the year.

Personal leave may not be used to extend a school holiday or recess period except in an emergency, in which case the reason for the emergency is to be stated. A day surrounding a weekend of Saturday or Sunday is not considered a school holiday or recess, unless a holiday should precede or follow the weekend. A day required for a religious observance may be taken if contiguous with a holiday if so stated.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

A. Leaves Without Pay

1. Leaves of absence without pay may be granted to tenured supervisors, and such leaves of absence without pay for good causes may be approved or rejected upon written application to the Chief School Administrator thirty (30) days prior to the commencement date of the requested leave. In emergency situations, in which thirty (30) days notice would not be possible, the request must be submitted in writing for the approval or disapproval of the Chief School Administrator and would be subject to the concurrence of the Board in writing.

During leaves without pay, employees who wish to continue insurance coverage may do so at their own expense through the Board.

2. Child Care, Maternity, Paternity, or Adoption

An employee may request, in writing, to the Chief School Administrator, a leave of absence without pay for child care, maternity, paternity, or adoption for a period of not more than one (1) employee work year (September-August). A leave for child care, maternity, paternity, or adoption shall, on application, be granted for a period through the balance of the work year in which the leave commences.

- e. A leave of absence without pay of up to one (1) year may be granted to a supervisor for the purpose of caring for a sick member of the supervisor's immediate family, which is defined as mother, father, brother, sister, husband, wife, children, father-in-law, mother-in-law, grandmother, or grandfather.

Each applicant shall be notified promptly by the Superintendent, in writing, of decision covering the application.

D. Subsequent Service

At this expiration of sabbatical leave, the supervisor shall enter into a contract to continue in the service of the Scotch Plains-Fanwood Board of Education for a period of not less than two (2) years after the expiration of the leave of absence.

If any supervisor fails to continue in service after such sabbatical leave, he/she shall repay the Scotch Plains-Fanwood Board of Education a sum of money equal to the amount of salary received while on leave of absence, unless such supervisor is incapacitated, has been discharged or has been released for good and sufficient reasons by the Board of Education from this obligation.

The aforementioned repayment shall be made in full by a certified check payable to the order of the Scotch Plains-Fanwood Board of Education within seven (7) days after the supervisor has been informed by the Board Secretary as to the full amount of salary to be repaid.

Other arrangements for repayment may be considered, upon written request to the Board of Education, detailing the proposed arrangements and subject to acceptance by the Scotch Plains-Fanwood Board of Education.

E. Status of Tenure and Pension

The period of sabbatical leave shall count as regular



of absence as of the date of its abuse after giving the supervisor an opportunity to be heard.

H. Retirement

It is the intent of the Board of Education to replace the supervisor while on sabbatical leave and not have his/her responsibilities assumed by other supervisors. At the expiration of sabbatical leave, the certificated supervisor shall be reinstated in the position held by such supervisor at the time such leave was granted, unless he/she shall agree otherwise. This is further conditioned by the presentation of a written report to the Superintendent of Schools in which is stated the activities engaged in while on sabbatical leave and the subsequent benefits expected therefrom.

I. Salary

The salary granted to a supervisor on sabbatical leave for one-half (1/2) year shall be the same salary to which he or she would be entitled if not on leave, minus the regular deductions for Federal Income Tax and for Teachers' Pension Fund as computed for all employees. The salary granted to a supervisor on a full school year sabbatical leave shall be one-half (1/2) of the salary to which he or she would be entitled if not on leave, minus the regular deductions for federal income tax and Teachers' Pension Fund. The salary payments shall be in accordance with the general time schedule for payments of salaries in the Scotch Plains-Fanwood Public Schools.

2. The Board shall provide dental coverage at 60% on basic benefits and 50% of prosthodontic and orthodontic benefits on the usual, customary and reasonable fee concept under the New Jersey Dental Service Plan, Inc. Program 1-A.

C. The Board shall provide for Health Care Insurance for individuals within the unit who retire within the contract period, after serving the Scotch Plains-Fanwood School District for twenty (20) years or more. The coverage provided shall be that under the current contract less Medicare when the individual is eligible for Medicare. The cost of retirement coverage shall be as follows:

1st year of retirement. . . . 100% paid by the Board  
2nd year of retirement. . . . 90% paid by the Board  
3rd year of retirement. . . . 80% paid by the Board  
4th year of retirement. . . . 70% paid by the Board  
5th year of retirement. . . . 60% paid by the Board  
and from the 6th year forward . 50% paid by the Board

The individuals so covered shall be required to pay the necessary contribution to the Board in advance of the payment of the premium by the Board.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. This Agreement and its appendices shall constitute the entire Agreement between the parties and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- B. If any such 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 provisions 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.
- C. Copies of this Agreement shall be printed at the equal expense of the Board of Education and the Supervisors Association.

- C. In the event a supervisor is absent as a result of injuries sustained because of an assault upon the supervisor in the course of his/her duties, the Board of Education shall pay the full salary or wages for the period of such absence, up to one calendar year, without having such absence charged to the annual sick leave or cumulative sick leave. The amount of salary or wages paid shall be reduced by the amount of any Workmen's Compensation award made for temporary disability. The Board may arrange for and maintain appropriate insurance to cover the payment of such wages.
- D. 1. Supervisors shall immediately report in writing cases of assaults suffered by them in connection with their employment to their principal or other immediate superior.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the supervisor for information in the possession of the Superintendent relating to the incident or persons involved and shall act in appropriate ways as liaison between the supervisor, the police, and the courts.
- E. The Board shall reimburse supervisors for the reasonable cost of any clothing or other personal property which is damaged or destroyed as a result of an assault committed upon a member of the Association while such member was acting in the discharge of his/her duties and within the scope of his/her employment. Such reimbursement shall not cover any

**ARTICLE XX**

**NOTICE PROVISIONS**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or by certified mail at the following addresses:

A. If by the Association to the Board of Education:

Evergreen & Cedar Streets  
Scotch Plains, New Jersey 07076

B. If by the Board of Education to the Association:

Supervisors Office  
Evergreen & Cedar Streets  
Scotch Plains, New Jersey 07076

