

A G R E E M E N T

Between

Montgomery Township Board of Education
THE BOARD OF EDUCATION OF THE TOWNSHIP OF MONTGOMERY,

IN THE COUNTY OF (SOMERSET,) STATE OF NEW JERSEY

and

THE MONTGOMERY TOWNSHIP ASSOCIATION OF

TEACHING SUPERVISORS

X ~~For the School Years 7/1/80 - 6/30/82~~

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THIS AGREEMENT, entered into this 8th day of December 1980, by and between THE BOARD OF EDUCATION OF THE TOWNSHIP OF MONTGOMERY, IN THE COUNTY OF SOMERSET, STATE OF NEW JERSEY, hereinafter called the "Board," and THE MONTGOMERY TOWNSHIP ASSOCIATION OF TEACHING SUPERVISORS, hereinafter called the "Association."

ARTICLE I

RECOGNITION

A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Montgomery Township Board of Education hereby recognizes the Montgomery Township Association of Teaching Supervisors as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for personnel under contract by the Board of Education as listed herein:

Teaching Supervisor - 7th and 8th Grades;
High School Coordinators,

but excluding all other employees.

B. Unless otherwise indicated, the term "employees," when used hereafter in this Agreement, shall refer to all employees in the negotiating unit as above defined.

C. The positions of Teaching Supervisor and High School Coordinators are presently not ones to which tenure accrues, and this Agreement is not intended to alter such non-tenure status nor is it intended to affect the tenure status of any employee in his position as a teacher.

ARTICLE II
GRIEVANCE PROCEDURE

A. Definition:

1. A "Grievance" shall mean a claim in writing by an employee or group of employees that there has been to him or them misinterpretation, misapplication, or a violation of any of the provisions of this Agreement. A grievance to be considered under this procedure must be initiated by the employee within fifteen (15) calendar days [or five (5) working days, whichever is greater) of the time that the employee knows or should have known of its occurrence; otherwise the same shall be deemed to have been abandoned. The term "Grievance" shall not include the following:

- (a) Matters for which a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education or by the State Board of Education.
- (b) Matters which according to law are beyond the scope of Board authority or which are limited to unilateral action by the Board alone.
- (c) The failure or refusal of the Board to renew a contract of a non-tenure teacher.
- (d) A complaint by any employee 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.

2. A "party" is a person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.

B. Procedure:

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. It is understood that employees 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 fully determined.

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. All time periods contained in this grievance procedure may be extended by mutual agreement of the parties in writing.

5. Any party may be represented at all stages of the grievance procedure by himself and/or one representative.

C. Level One:

Any employee who has a grievance shall discuss it first with his principal [or immediate superior or department head when applicable] in an attempt to resolve the matter informally at that level.

Level Two:

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he shall set forth his grievance in writing to his principal on the grievance forms provided in the administrative manual. The principal shall communicate his decision to the employee in writing with reasons within five (5) working days of receipt of the written grievance.

Level Three:

The employee, no later than five (5) working days after receipt of the principal's decision, if same is not satisfactory, shall appeal the same to the Superintendent of Schools.

The appeal to the Superintendent must be made in writing with carbon copy to the principal setting forth the matter submitted to the principal as specified above and the reason for his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve that matter as quickly as possible but within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing to the employee and the principal.

Level Four:

If the grievance is not resolved to the employee's satisfaction, he, not later than five (5) working days after receipt of the Superintendent's decision, may request a review and hearing by the Board of Education. The request shall be submitted in writing with complete documentation to the Board, care of the Board Secretary, with a copy to the Superintendent. The Board may consider the appeal on the written record submitted to it, or the Board may, on its own election, conduct a hearing; and it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. If the Board elects to conduct a hearing, it shall be held within twenty-one (21) calendar days of the receipt of the grievance appeal by the Board. The Board shall make a determination within twenty (20) working days from the receipt of the grievance appeal, or from the receipt of the requested additional materials, or from the date of the hearing, whichever is later, and shall in writing notify all interested parties through the Superintendent of Schools of its determination.

Level Five:

(a) In the event any party is dissatisfied with the disposition of the grievance at Level Four, he may, within five (5) working days after a decision by the Board, request in writing that the grievance be submitted to arbitration.

(b) Within ten (10) working days after such written notice of request for 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. Having agreed to arbitrate, 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 American Arbitration Association by either party. The parties shall then be bound by the

rules and procedures of the American Arbitration Association in the selection of an arbitrator. The decision of the arbitrator shall be advisory.

(c) The rules and procedures of the American Arbitration Association shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law [including the School Laws as embodied in N.J.S.A. 18A], or which is violative of the terms of this Agreement; and he shall have no power to add to or subtract from or modify any of the terms of the Agreement nor shall he in any case have power to rule on any issue or dispute excepted from the definition of a grievance under Paragraph A of this Article II or excepted from this grievance procedure by any other provision of this Agreement, including any decision made in the discretion of the Superintendent or the Board.

D. 1. Forms pertaining to the filing and processing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association and shall be given appropriate distribution.

2. All hearings under this grievance procedure shall be conducted in private.

3. Each party shall bear the total costs incurred by itself, and the fees and expenses of the arbitrator are the only costs which shall be shared by the parties, and they will be shared equally.

ARTICLE III
PERSONAL LEAVE

A. Personal leave with pay shall be granted to employees to attend to matters of a personal nature which cannot be dealt with at other times, provided the granting or denial of such leave will be within the sole discretion of the Superintendent. Requests for such leave must be made in advance whenever possible.

ARTICLE IV
EXTENDED LEAVE OF ABSENCE

- A. Extended leaves of absence without pay may be granted at the sole discretion of the Board of Education.
- B. All benefits to which employees were entitled at the time their leaves of absence commenced, including unused accumulated sick leave, shall be restored to them upon their return. The Board will make every effort to offer a comparable position at the end of such leave.
- C. All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE V

SICK LEAVE

A. As of September 1st of the current school year the Teaching Supervisor shall be entitled to eleven (11) sick leave days each school year as of the first official day of said school year, and High School Coordinators shall be entitled to ten and one-half (10-1/2) sick leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Additional sick leave benefits may be granted by the Board of Education in its discretion after it considers each case on its individual merit.

C. Employees previously employed in the Montgomery Township School District shall, upon being re-employed therein, be credited with unused sick leave days previously earned in the said District up to a maximum of thirty (30) days.

ARTICLE VI

GRADUATE CREDIT TUITION REIMBURSEMENT

A. Employees shall be entitled as teachers to the privilege of graduate credit tuition reimbursement for all or part of the cost of accredited courses taken after July 1, 1974 in accordance with and subject to the terms and conditions of Article XX of the Agreement between the Board of Education of the Township of Montgomery, in the County of Somerset, State of New Jersey, and the Montgomery Township Education Association, Inc. It is expressly understood, however, that administrative or supervisory courses will be reimbursable.

ARTICLE VII

INSURANCE PROTECTION

A. The Board shall pay full premium for health care for each employee and full family coverage, if applicable. This coverage will include full coverage for Blue Cross, Blue Shield - 750 Series, Rider "J" and Major Medical, as provided under the Hospital Service Plan of New Jersey. The Board agrees to distribute any descriptive pamphlets furnished to it by the Hospital Service Plan of New Jersey. The Board may substitute coverage under a private plan provided such coverage is substantially equal to or better than the insurance coverage under the Hospital Service Plan of New Jersey, subject to Association approval.

B. Effective July 1, 1978, or as soon thereafter as it is permitted by the insurance carrier, the Board will provide and pay the full premium for the Prescription-Drug Program described as "\$1.00 Co-pay with contraceptives," for each employee and full family coverage, where applicable. The Board may substitute coverage once instituted with any plan, provided such coverage is substantially equal to or better than the insurance coverage originally provided.

C. During an extended leave pursuant to Article IV of this Agreement, the employee shall have the opportunity to remain in all the insurance plans through the payment of appropriate premiums to the Business Office.

ARTICLE VIII

DISMISSAL, EVALUATION, PROMOTION, and TRANSFER

A. Dismissal:

An employee who has been employed as a teacher since September of the current school year and whose contract as such teacher is not to be renewed will be notified thereof in writing on or before April 30th of such current school year. All employees will be notified in writing of their contract status as Teaching Supervisor or High School Coordinator no later than ten (10) working days after April 1st of such current school year.

B. Evaluation:

Once each school year, prior to February 15th, each principal will evaluate the professional staff, and report the results of non-tenure teacher evaluations to the Superintendent. Each staff member shall have the opportunity to review a principal's evaluation of him as a teacher and shall sign such evaluation.

C. Promotion:

The Superintendent will post the availability and qualifications of any new or vacant positions in each school as soon as practicable but not later than ten (10) days from the time the vacancy or new position occurs. It is the intention of the Board to promote from within whenever in its sole and unreviewable judgment the candidate is superior.

D. Transfer:

Teachers who desire a change of grade or subject assignment, or who desire to transfer to another building, may file a written statement of such desire with the Superintendent, which statement shall include a grade or subject to which the teacher desires to be assigned, and the school or schools to which he desires to be transferred, in order of preference.

E. Involuntary Transfer:

An involuntary transfer or re-assignment shall be made only after written notification thereof to the teacher involved and after a meeting between such teacher and principal, at which time the teacher shall be notified of the reason thereof in writing. In the event a teacher objects to the transfer or re-assignment at this meeting, upon request of the teacher, the Superintendent will meet with him. The decision of the Superintendent shall be final and in writing and shall not be subject to the grievance procedure.

ARTICLE IX

WORK YEAR

A. The work year of High School Coordinators shall be the same as that of teachers with an additional five (5) work days during the summer; and the work year of the Teaching Supervisor - 7th and 8th Grades, shall be the same as that of teachers with an additional twenty-two (22) work days during the summer.

ARTICLE X

SALARIES

A. As teachers the base salaries of all employees shall be as specified in Article XV, Paragraph A, of the Contract between the Board of Education of the Township of Montgomery, in the County of Somerset, State of New Jersey, and the Montgomery Township Education Association, Inc., together with all the terms and conditions therein contained.

B. In addition to their salaries as teachers, the employees covered by this Agreement shall receive additional salaries as follows for the school years 1980-81 and 1981-82:

	<u>1980-81</u>	<u>1981-82</u>
Teaching Supervisor - 7th and 8th Grades (for the entire work year)	1,250	1,550
High School Coordinators - (for the academic school year)	1,250	1,550

C. Each employee covered by this Agreement shall receive compensation for each day worked during the summer at the rate of 1/200 of his or her base salary as specified pursuant to Paragraph "A" of this Article X.

D. Employees required by the Board to use their automobiles in the performance of school business shall be reim-

bursed at the rate of sixteen (16¢) cents per mile.

E. All employees covered by this Agreement shall receive their salaries as teachers, their additional salaries and their summer compensation in twenty (20) equal semi-monthly installments.

ARTICLE XI

ASSOCIATION RIGHTS AND RESPONSIBILITIES

A. The Association and its representatives shall have the privilege of using the school buildings at all reasonable hours for meetings, subject to the approval of the building principal.

B. The Association shall have the privilege of using the interschool mail facilities and school mail boxes, subject to prior notice by the Association with approval of the Superintendent.

C. Whenever any member of the Association or any employee participates during stated working hours in negotiations, grievance proceedings, conferences, or meetings, when jointly agreed to by the Board or its representatives and the Association, such member shall suffer no loss in pay.

D. The rights and privileges granted to the Association in this Agreement are granted only to the Association as the exclusive representative of the members of the unit and are not intended as a grant of any such rights and privileges to any other organization.

ARTICLE XII

SCHOOL CALENDAR

A. The Association shall submit the recommendations for the school calendar to the Superintendent and shall confer with the Superintendent prior to its adoption by the Board.

ARTICLE XIII

MANAGEMENT RIGHTS

A. The Board of Education, subject only to the express provisions of this Agreement, reserves to itself all rights of management of the School District and full jurisdiction and authority over matters of policy, rules, regulations and practices in furtherance thereof and reserves, without limitation, all powers, rights, authority, duties and responsibility conferred upon and vested in it by the Constitution and Laws of the State of New Jersey and of the United States.

B. The exercise of the powers, rights, authority, duties and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in accordance with the Constitution and Laws of the State of New Jersey and of the United States.

ARTICLE XIV

MISCELLANEOUS

A. 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.

B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, then this Agreement, during its duration, shall be controlling.

C. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

D. This Agreement may be modified in whole or in part by the parties only by an instrument in writing duly executed by both parties.

E. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any terms and conditions of employment existing prior to its effective date.

F. 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 written notice to the following addresses:

(1) If by Association, to:

The Board of Education of the Township of Montgomery
Box 147B
Skillman, New Jersey 08558

(2) If by Board, to:

The Montgomery Township Association of Teaching
Supervisors
c/o the President thereof at his home address.

ARTICLE XV

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1980, and shall continue in effect until June 30, 1982. 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 signed by both parties.

B. 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 above written.

THE MONTGOMERY TOWNSHIP
ASSOCIATION OF TEACHING
SUPERVISORS

THE BOARD OF EDUCATION OF THE
TOWNSHIP OF MONTGOMERY, IN
THE COUNTY OF SOMERSET,
STATE OF NEW JERSEY

By *sf Edwin K. Heiles*
President

By *sf Cynthia Timmerman*
President

sf
Secretary

sf SAARIS RICHMAN
Secretary