

Contract no. 1686

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AGREEMENT

BY AND BETWEEN

THE HILLSIDE SUPERVISORS ASSOCIATION

AND

THE HILLSIDE BOARD OF EDUCATION

July 1, 1992 to June 30, 1994

PREAMBLE

Pursuant to N.J.S.A. 34:13A-1 et seq., this Agreement is hereby entered into this 24th day of June, 1992 by and between the Hillside Supervisors Association, hereinafter referred to as the 'Association' and the Board of Education of the Township of Hillside, hereinafter referred to as the 'Board'.

ARTICLE 1 RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning a grievance procedure and terms and conditions of employment for Supervisors, all other employees are excluded.
- B. Unless otherwise indicated, the term "supervisors" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as defined above.

ARTICLE 2 NEGOTIATIONS OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations for a successor agreement in accordance with N.J.S.A. 34:13A-1 et seq. in a good faith effort to reach agreement on all negotiable matters concerning the terms and conditions of supervisors' employment. Such negotiations shall begin not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires.
- B. Representatives of both the Board and the Association agree that their members shall be given full authority to negotiate, but not to contract prior to ratification by both parties.
- C. Neither party in any negotiation shall have control over the selection of the negotiating representatives of the other party.
- D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE 3 GRIEVANCE PROCEDURE

- A. A 'grievance' is a claim by a supervisor or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting a supervisor or a group of supervisors. Except for disciplinary reasons, a complaint of a non-tenure supervisor which arises by

reason of: (1) his/her not being re-employed, or (2) having his/her contract terminated by notice pursuant to his/her individual contract or otherwise, or (3) a complaint by any personnel 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 shall not be subject to arbitration under this procedure.

B. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting supervisors. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. To initiate this procedure, a written grievance shall be filed at the level where the action or decision complained of was made within thirty (30) calendar days of its occurrence or within thirty (30) calendar days of the date that the supervisor or the Association knew of its occurrence. The written grievance shall include a statement of the grievance and the remedy sought.

2. Within ten (10) work days after the receipt of the written grievance, the principal shall discuss the grievance with the aggrieved supervisor and/or the Association and shall submit to the aggrieved supervisor and the Association his/her decision.

3. If the aggrieved supervisor and/or the Association are not satisfied with the principal's decision or if the decision has not been rendered within ten (10) work days after the grievance was submitted to the principal, the aggrieved supervisor or the Association may submit the grievance in writing to the Superintendent within five (5) work days after the decision by the principal or fifteen (15) work days after the grievance was submitted to the principal, whichever is sooner.

4. Within ten (10) work days after the receipt of the written grievance, Superintendent shall discuss the grievance with the aggrieved supervisor and/or the Association and shall submit to the aggrieved supervisor and the Association his/her decision.

5. If the aggrieved supervisor and/or the Association are not satisfied with the Superintendent's decision or if the decision has not been rendered within ten (10) work days after the grievance was submitted to the Superintendent, the aggrieved supervisor or the Association may submit the grievance in writing to the Board within five (5) work days after the decision by the Superintendent or fifteen (15) work days after the grievance was submitted to the Superintendent, whichever is sooner.

6. Within thirty (30) calendar days after the receipt of the written grievance, a Committee of the Board shall hold a hearing,

if requested, with the aggrieved supervisor and/or the Association and shall submit to the aggrieved supervisor and the Association its decision.

7. (a) If the aggrieved supervisor and/or the Association are not satisfied with the Board's decision or if the decision has not been rendered within thirty (30) calendar days after the grievance was submitted to the Board, the aggrieved supervisor or the Association may submit the grievance to arbitration within fifteen (15) work days after the decision by the Board or forty-five (45) calendar days after the grievance was submitted to the Board, whichever is sooner.

(b) The request for a list of arbitrators may be made to the Public Employment Relations Commission (PERC). The parties shall then be bound by the rules and procedures of PERC.

(c) The arbitrator's decision shall be in writing and shall be submitted to the Association and the Board and shall be final and binding on the parties.

(d) The cost for the services of the arbitrator shall be borne equally by the association and the Board.

ARTICLE 4 SUPERVISORS' RIGHTS

A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Board agrees that every supervisor as set forth in Article 1 of this Agreement shall have the right to join, organize and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any supervisor in the enjoyment of rights conferred by N.J.S.A. 34:13A-1 et seq.

B. No Supervisor shall be disciplined or reprimanded without just cause. Any such action shall be subject to the grievance procedure herein set forth.

C. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall continue to be so applicable during the term of this Agreement.

ARTICLE 5 ASSOCIATION RIGHTS

A. The Association and its representatives shall have the privilege to use school buildings at reasonable hours for meetings.

- B. The Association shall have the right to use school facilities and equipment at reasonable times. The use of school buildings, facilities and equipment shall be subject to the rules and regulations set forth by the Superintendent.

ARTICLE 6

INSURANCE

- A. The board shall provide for all full-time eligible supervisors and their dependents full Health-Care Insurance Protection of the New Jersey Public and School Employees Health Benefits Program consisting of Blue Cross, Blue Shield, Major-Medical and Rider 'J'. The board shall pay the full premium of such coverage for each eligible full-time supervisor and for all eligible dependents.
- B. The Dental Plan in force on June 30, 1992 will continue in force during the period of this Agreement.
- C. The Prescription Plan in force on June 30, 1992, will be modified effective July 1, 1992 to provide a \$4.00 co-pay plan.

ARTICLE 7

ECONOMIC BENEFITS

- A. The salary of each supervisor covered by this Agreement is set forth in Schedule A which is attached hereto and made a part hereof.
- B. The salary increase for supervisors represented by the Association, who were employed for more than one-half of their normal contract year during the 1991-92 school year shall be 5.5% of their 1991-92 contracted salary for the 1992-93 school year.
- C. All supervisors employed for less than one-half of their normal contract year in the 1991-92 school year, shall receive a salary increase of 2.75% of their 1991-92 contracted salary for the 1992-93 school year.
- D. The salary increase for supervisors represented by the Association, who were employed for more than one-half of their normal contract year during the 1992-93 school year shall be 5.5% of their 1992-93 contracted salary for the 1993-94 school year.
- E. All supervisors employed for less than one-half of their normal contract year in the 1992-93 school year, shall receive a salary increase of 2.75% of their 1992-93 contracted salary for the 1993-94 school year.
- F. Supervisors on a ten-month basis will be employed for five days during the period from July 1 to August 31 of each contract year. The compensation of 2.5% of their contracted salary for this additional employment will be included as part of their base salary. The actual workdays for the supervisors will be determined by Superintendent of Schools.

- G. A supervisor who elects to retire under one of the plans of the N.J.T.P.A.F. shall be paid, based upon unused accumulated sick days, at the rate of thirty-one dollars (\$31.00) per day at the time of retirement. The maximum amount payable to a supervisor at the time of retirement is seventy-seven hundred and fifty dollars (\$7,750.). The estate of a supervisor who dies while in the employ of the board shall receive the above compensation.
- H. It is agreed that the salaries of both supervisors employed in the positions covered by this Agreement as of July 1, 1992, shall be as follows:

1992-93 school year	-	\$66,591 (Step 8 on salary guide)
1993-94 school year	-	\$70,253 (Step 9 on salary guide)

The above salaries represents total compensation for employment from September 1, to June 30 of each contract year plus one week's employment during the period from July 1 to August 31 in each contract year.

ARTICLE 8

DURATION OF AGREEMENT

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

In witness whereof the Parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries, all on the day and year above stated.

HILLSIDE SUPERVISORS
ASSOCIATION:

BY: *Arnold Deonardo*
President

BY: *Daniel Lody*
Secretary

THE BOARD OF EDUCATION OF
THE TOWNSHIP OF HILLSIDE

BY: *Lena Bonanno*
President

BY: *Mark [Signature]*
Secretary

SCHEDULE A
SUPERVISORS SALARY GUIDE

July 1, 1992 - June 30, 1994

<u>STEP</u>	<u>SALARY</u>
1	\$ 53,100
2	54,430
3	55,790
4	57,185
5	58,615
6	60,080
7	61,580
8	66,591
9	70,253

NOTE: The above salary schedule is established on the basis that each supervisor has obtained thirty (30) credits beyond a Master's Degree. Supervisors employed in the Hillside School District with only a Master's Degree shall receive \$2,000.00 less than the salary indicated on the above schedule. Supervisors who obtain thirty (30) credits above the Master's Degree during the term of this Agreement shall receive a one-time adjustment of \$2,000.00 so as to be compensated in accordance with the above salary schedule.