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AGREEMENT BETWEEN

THE HILLSBOROUGH SUPERVISORS' ASSOCIATION

AND

THE BOARD OF EDUCATION

OF THE

TOWNSHIP OF HILLSBOROUGH

JULY 1, 1984 - JUNE 30, 1986

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PREAMBLE

THIS AGREEMENT entered into this 16th day of July, 1984, by and between the HILLSBOROUGH SUPERVISOR'S ASSOCIATION, hereinafter called the "Association", and THE BOARD OF EDUCATION OF THE TOWNSHIP OF HILLSBOROUGH, Somerset County, New Jersey, hereinafter called the "Board" to be effective as of July 1, 1984, and to continue in effect until June 30, 1986 , or until such time a successor agreement is ratified.

References to males shall also include females.

ARTICLE I

RECOGNITION

In accordance with Chapter 123, Public Laws of 1974, the Hillsborough Board of Education hereby recognizes the Hillsborough Supervisors' Association as the exclusive representative for collective negotiations concerning grievances and the terms and conditions of employment for all personnel listed below whether under contract, on leave, on a per diem basis, employed or to be employed by the Board.

Titles of members of the Hillsborough Supervisors' Association are included below:

Science Department Supervisor  
English Department Supervisor  
Social Studies Department Supervisor  
Foreign Language Department Supervisor  
Mathematics Department Supervisor  
Industrial Arts Department Supervisor  
Physical Education Department Supervisor  
Home Economics Department Supervisor  
Business Education Department Supervisor  
Nurse Supervisor  
Gifted/Talented Supervisor

ARTICLE II.

NEGOTIATIONS PROCEDURE

The Board and the Association shall engage in good faith bargaining in accordance with the schedule established by and pursuant to the applicable provisions of the laws of the State of New Jersey.

ARTICLE III.

GRIEVANCE PROCEDURE

a. Definitions.

A "grievance" shall mean a claim by an employee listed in Article I that there has been a misinterpretation, misapplication, or violation of Board Policy, this Agreement, or an administrative decision adversely affecting said employee.

The term "employee" shall mean any individual listed in Article I.

The term "representative" shall include the Hillsborough Supervisors' Association or any person designated by the Hillsborough Supervisors' Association to act on its or their behalf and to represent it or them.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this School District.

b. Purpose.

1. The purpose of the grievance procedure is to secure at the lowest possible level an equitable and just solution to problems which may arise from time to time affecting the terms and conditions of employment.

2. The intent is also to secure uniform and appropriate methods of resolving disputes and problems in a consistent manner. Therefore, this grievance procedure will be the sole method to formally resolve such dispute and the final outcome of this procedure will become the official interpretation and understanding among the Board, Superintendent and the Association.

c. Procedure.

1. An aggrieved employee shall institute action under the provisions hereof within fifteen (15) calendar days of the occurrence complained of, or within fifteen (15) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) day period, shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal.

4. An employee shall first discuss his grievance orally with his immediate superior. A decision shall be rendered, in writing, within five (5) school days of said discussion.

5. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in Paragraph 4 above, the employee shall submit his grievance to the Superintendent of Schools, in writing, specifying:

- (a). The nature of the grievance;
- (b). The results of the previous discussion;
- (c). The basis of his dissatisfaction with the determination.

6. Within five (5) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

7. Within five (5) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination.

8. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 6 and 7, or, in the

ARTICLE III - GRIEVANCE PROCEDURE (continued)

event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by the aggrieved, the grievant within ten (10) school days of the determination by him, may appeal to the Board of Education.

9. Where an appeal is taken to the Board, there shall be submitted by the appellant:

- (a). The writing set forth in Paragraphs 5 and 7, and further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent.

10. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or 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. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.

11. The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall, in writing, notify the employee, his representative, if there be one, the principal and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.



ARTICLE III - GRIEVANCE PROCEDURE (continued)

12. Said Grievance Procedure pertains only to those employees listed in Article I, Recognition.

ARTICLE IV.

WORK YEAR

The department supervisors' inschool work year will be the same as for teachers. New department supervisors will be required to attend additional orientation days as provided for by the Board as existed in prior practice.

Summer work, when applicable, will be determined by the administration on the basis of need and will be based on a seven (7) hour work day.

ARTICLE V.

TEACHING HOURS AND TEACHING LOAD

1. The department supervisors' working day will be the same as for high school teachers. The department supervisor will continue to perform in a professional manner as currently practiced.

## ARTICLE V - TEACHING HOURS AND TEACHING LOAD

In case of an emergency delay or unusual circumstance in the arrival of one or more buses, the Principal may require the number of department supervisors he deems necessary to remain with the pupils to provide the necessary supervision until the bus or buses arrive.

2. Senior high school department supervisors will receive at least five conference periods per week except in cases of emergency.

3. Faculty meetings will be scheduled when determined to be necessary by the Principal.

4. It is a professional responsibility of the professional staff to take part in all study groups as requested by the administration provided that assignments to such committee shall be on a fair and impartial basis.

5. In the event of an emergency during the teaching day or at the close of the teaching day during which the students are ordered out of the building (e.g. bomb threat, fire, fire drill), the department supervisors shall remain to assist in the control of the students as long as the students remain on the school premises.

ARTICLE VI.

SICK LEAVE

All department supervisors shall be entitled to twelve (12) sick leave days each school year as of the first official day of said year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

Arrangements for additional sick leave in cases of emergency may be made at the discretion of the Board.

ARTICLE VII.

LEAVES OF ABSENCE

Department supervisors shall receive no less beneficial programs than those received by employees whom they supervise.

ARTICLE VIII.

SABBATICAL LEAVES

Department supervisors shall receive no less beneficial programs than those received by employees whom they supervise.

ARTICLE IX

PROFESSIONAL IMPROVEMENT

Department supervisors shall receive no less beneficial programs than those received by employees whom they supervise.

The Board of Education shall provide a maximum allowance of \$500 to be used by supervisors for attendance at State, Regional, and/or National conferences or workshops requiring travel and attendance for several days. The allocation of these funds will be determined through a joint decision of administrators and supervisors. The final decision is up to the Superintendent.

ARTICLE X

SALARIES AND INSURANCE

Department supervisors shall receive no less beneficial programs than those received by employees whom they supervise.

A maximum of seventy-five (\$75.00) shall be allocated to each department for membership dues in county, state and/or national departmental professional organizations (total cost to the Board not to exceed \$750.00).

ARTICLE XI

SUPERVISOR RETIREMENT PLAN

Any supervisor who retires from the school district with twenty (20) or more years of service in this district shall be eligible for terminal leave pay to be computed at the rate of \$20.00 per day for each day of accumulated unused sick leave subject to the following procedures:

Notice of intention to retire shall be submitted to the Superintendent of Schools at least two (2) months before the final budget involving the year of retirement; and

Payment shall be calculated on the number of unused accumulated sick leave credited to the teacher on the effective date of retirement.

ARTICLE XII

MANAGEMENT RIGHTS

Subject to the express provisions of this Agreement and in compliance with law, the Board retains all rights, powers, functions, and authority to manage the School District.

ARTICLE XIII

MISCELLANEOUS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will 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 signed this Agreement, except that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association as may be required by N.J.S. 34:13A-5.3.

SCHEDULE A

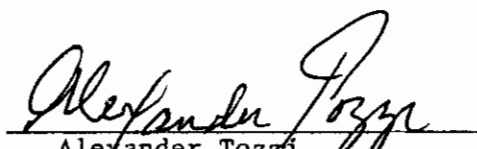
SALARY GUIDE FOR DEPARTMENT SUPERVISORS

SCHOOL YEAR 1984- 86

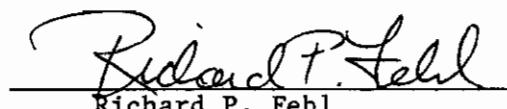
- I. Determine place on Teachers' Salary Guide.
- II. High school teachers are normally assigned to teach classes and assume additional non-teaching duties for a total of six periods daily, and since Department Supervisors typically teach three periods daily and are assigned departmental duties for the remaining three periods,
- A. Multiply Teachers' Guide salary x .5 to determine supervisors' teaching salary;
- B. Multiply Teachers' Guide salary x .5 x 1.2 to determine base supervisory salary.
- III. Since the workload of Department Supervisors is directly related to the number of teachers in his/her department,
- A. For each teacher whose total evaluation (observation and AWPR) is the responsibility of the Department Supervisor add \$100 to the base supervisory salary (IIB). In cases where the responsibility for the evaluation is shared with other supervisors and/or administrators, the Department Supervisor shall receive that portion of the \$100 equivalent to the percentage of the total evaluation process for which he/she is responsible.
- IV. For experience as a Department Supervisor, add to Step III-A.
- | <u>No. Years Experience</u> | <u>Factor</u> |
|-----------------------------|---------------|
| 1 - 2                       | .005          |
| 3 - 4                       | .010          |
| 5+                          | .015          |
- V. Add Teacher's Salary (Step II-A) and Supervisory Salary (Step IV).
- VI. Summer work, when applicable, will be determined by administration on the basis of need and will be based on a seven (7) hour work day. For summer work, when applicable, add to Step V,
- A. Summer work salary computed at the rate of \$18.00 per hour.
- VII. Total annual salary of Department Supervisor is sum of Step V and VI-A.

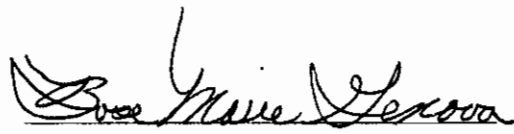
IN WITNESS WHEREOF we have hereunto set our hands and seals the day and year first above written, and all officers whose signatures are affixed hereto verify that this Agreement has been duly ratified by each respective party and such officer is authorized to affix his signature hereto.


Hillsborough Supervisors'  
Association

  
Alexander Tozzi  
President

The Board of Education of the  
Township of Hillsborough

  
Richard P. Fehl  
President

  
RoseMarie Genova

  
John R. Pacifico  
Secretary