

AGREEMENT
regarding
TERMS AND CONDITIONS OF
EMPLOYMENT
between
WALDWICK BOARD OF EDUCATION
and
WALDWICK SUPERVISORS' ASSOCIATION

Effective July 1, 2010

Through

June 30, 2013

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ARTICLE I
RECOGNITION

WHEREAS, a majority of Supervisors have designated the Waldwick Supervisors' Association (hereinafter referred to as the "Association") as their representative for the purpose of collective negotiations; and

WHEREAS, such Supervisors constitute an appropriate unit for collective negotiations:

NOW, THEREFORE, BE IT RESOLVED that pursuant to Chapter 123, Public Laws of 1974, the Board of Education of Waldwick, New Jersey (hereinafter referred to as the "Board") recognizes the Waldwick Supervisors' Association as the exclusive representative for collective negotiations concerning terms and conditions of employment of full time certified Supervisory personnel under contract as follows:

All Supervisors who according to their job descriptions observe and/or evaluate certificated personnel.

The term "Supervisor" shall refer to all personnel represented by the Waldwick Supervisors Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION PROCEDURE

1. The parties agree to enter into collective negotiations over an agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of the Supervisors' employment. The parties agree to enter collective negotiations over a successor agreement in accordance with the regulations established by the Public Employment Relations Commission.

2. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations. Any agreement negotiated between representatives of the parties shall in all cases be subject to ratification by the Association and by the Board.

3. This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiations. 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 times they negotiated or executed this Agreement. 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.

4a. Subject to the provisions of this Agreement and applicable law, the Board reserves and retains full rights, authority, and discretion in the proper discharge of their duties and responsibilities to control, supervise, and manage the Waldwick Public Schools in accordance with existing state and local statutes, rules and procedures.

ARTICLE II
NEGOTIATION PROCEDURE

4b. Nothing contained herein shall be construed to deny or restrict the Board in its exclusive right to administer the Board and control the work of its personnel, nor to deny or restrict the Board in any of its rights, responsibilities and authority under N.J.S.A. 18 or any other laws.

4c. The failure to exercise any of the foregoing rights or powers shall not be deemed a waiver of such right nor shall the failure to specifically mention a Board right which has existed prior to the enactment of this Agreement be construed as a giving up of such right. All Board rights, which have existed in the past, are specifically incorporated herein.

5. 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.

ARTICLE III
GRIEVANCE PROCEDURE

1. A "grievance" is a claim by a Supervisor or the Waldwick Supervisors' Association based upon a violation or interpretation of policies or administrative decisions affecting a Supervisor's terms and conditions of employment, or a violation of the Agreement.

2. An "aggrieved person" is the person, group, or the Waldwick Supervisors' Association making the claim.

3. A "party in interest" is the individual, group, or Waldwick Supervisors' Association making the claim and any person required to take action or against whom action might be taken to adjust the claim.

Purpose:

1. The purpose of this procedure is to resolve at the lowest possible level problems which may arise from time to time affecting the terms and conditions of employment of Supervisors. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any Supervisor having a grievance to discuss the matter informally with his administrator and having the grievance adjusted without the intervention of Waldwick Supervisors' Association, provided the adjustment is not inconsistent with the terms of this Agreement and provided that the negotiating representative has been given the opportunity to be present at the time of such adjustment.

ARTICLE III
GRIEVANCE PROCEDURE

Procedure:

A Supervisor with a grievance shall, within five (5) school days of the occurrence, first discuss it with his or her immediate superior, either individually or accompanied by the Association's designated representative, to try to solve the matter informally.

Level One:

If this fails, the Supervisor shall, within seven (7) school days of the occurrence, specify in writing the points of his grievance and the adjustment expected. Copies of this statement shall be given to the principal for those who report directly to him/her. A decision, in writing, shall be rendered by the principal within five (5) school days of receipt of the grievance.

Level Two:

If the aggrieved person is not satisfied with the decision at Level One or if no decision has been reached within five (5) school days of presentation of the grievance, he/she may refer the matter to the Superintendent within ten (10) school days of the original written presentation. Grievances initiated by individuals who report directly to the Superintendent shall start at this level.

Level Three:

If the aggrieved person is not satisfied with the decision at Level Two or if no decision has been rendered within ten (10) days after it was submitted to the Superintendent, he/she may request, in writing, within ten (10) school days after submission to the Superintendent, that his/her case be submitted to the Board of Education. The grievance shall be submitted to the Board by filing a written statement with the Board Secretary and sending a copy to the superintendent. A decision in writing will be rendered by the Board within fifteen (15) days of the Board's receipt of the grievance.

ARTICLE III
GRIEVANCE PROCEDURE

Level Four:

In the case of grievances having to do with the interpretation, application or violation of this Agreement, if no satisfactory decision has been reached within fifteen (15) school days after submission to the Board, the matter shall be submitted to binding arbitration. Within fifteen (15) days after such written notice of submission to the Board requesting arbitration, the Board and the Association shall mutually-agree upon an arbitrator. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, the parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator from the roster of the Public Employment Relations Commission. The costs for the services of the arbitrator shall be borne equally by the Board and the Waldwick Supervisors' Association.

Miscellaneous:

It is expressly understood that:

1. If a Supervisor does not file a grievance in writing with the Superintendent within seven (7) school days after the occurrence, the grievance shall be considered waived.
2. If the principal, Superintendent or Board does not process a step within the agreed time limits, the grievance automatically moves to the next level.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be included in the personnel file of any of the participants.
4. Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of law, including any matter subject to the procedures specified in the Teacher's Tenure Act shall not be the basis of any grievance filed under the procedure outlined in the article.

ARTICLE IV
SICK LEAVE

1. All Supervisors shall be allowed sick leave with full pay for twelve (12) school days yearly. If any person requires less than the specified number of days for sick leave, all days not utilized shall be accumulative.

2. **Physician's Certificate**

In case of sick leave claimed, the Superintendent may require a physician's certificate to be filed with the Secretary of the Board of Education.

3. **Sick Leave Defined**

Sick leave is hereby defined to mean the absence from his or her post of duty of any such person because of personal disability due to illness or injury or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

4. **Excessive Absence; Salary Day's Salary Defined**

When absence, under the circumstances described in Section 3 of this Article, exceeds the annual leave and the accumulated leave, the Board of Education may pay each day's salary, less the actual or estimated cost of a substitute, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/200 of the annual salary for ten-month employees.

5. Supervisors shall be given a written accounting of accumulated sick leave and personal leave no later than September 30th of each school year.

ARTICLE V
TEMPORARY LEAVES OF
ABSENCE

This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for each school year, and no unused days shall be accumulative for use in another.

1. Death in the Immediate Family

An allowance of up to five (5) consecutive days' leave encompassing the funeral shall be granted. Immediate family shall be considered: father, mother, father-in-law, mother-in law, spouse, child, brother, sister, or any member of the immediate household.

2. Serious Illness in the Immediate Family

An allowance of up to three (3) days' leave shall be granted. (Immediate family same as (1) above.)

3. Death of Other Relative or Close Friend

An allowance of one (1) day's leave for attendance at the funeral and/or service shall be granted.

4. Personal Leave

An allowance of up to three personal (3) days' leave with prior approval by the Superintendent for any of the following reasons:

- a. Recognition of a religious holiday
- b. Court Subpoena
- c. Marriage of employee or marriage in his/her immediate family
- d. Personal business which cannot be conducted outside of school hours
- e. Any other emergency or urgent reason not included in (a) through (d) above if approved by the Superintendent or the Board of Education.

ARTICLE V
TEMPORARY LEAVES OF
ABSENCE

Nothing contained herein shall authorize the taking of personal leave for recreation, rest, recuperation, to accompany a spouse on a business trip or any venture resulting in remuneration for services rendered.

Requests for personal leave shall be submitted to the Superintendent in advance and shall state in writing by reference to the contract provision in Article V, Section 4, under which they are requesting such leave and certify that personal leave is not requested for recreation, rest, recuperation, to accompany a spouse on a business trip or remuneration.

5. Unused Personal Leave

Unused personal leave may be accumulated from year to year, provided, however, that no more than three (3) days shall be carried from one school year to the next.

6. Jury Duty

Supervisors who are required to serve on jury duty will have deducted from their salary the amount of money that was been paid for this service.

7. Professional

Allowance for professional days are authorized with prior approval by the Superintendent.

8. For the protection of the employee and for proper payroll accounting and audit, every absence for a half day or more must be accounted for in writing and reported to the Superintendent.

ARTICLE VI
EXTENDED LEAVES OF ABSENCE

1. Military Leave

Military leave without pay shall be granted to any Supervisor who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.

2. Maternity Leave/Paternity Leave

A Supervisor shall notify the Superintendent of her pregnancy/adoption as soon as it is medically/legally confirmed. Pregnant employees shall be entitled to sick/disability leave for the presumptive period of disability which can be up to thirty (30) days prior to and up to thirty (30) days subsequent to the date of delivery. As provided by State statute, the written request to the Board must include a physician's note that indicates the anticipated delivery date. The sick/disability leave will be treated the same as all other types of disability leaves. A Supervisor who seeks disability leave due to pregnancy must request such a leave in writing to the Board. The request must be made at least sixty (60) days prior to the anticipated date of delivery. The disability leave may be extended upon written request to the Board. Such a request must be supported by a physician's note. The Maternity/Paternity leave without pay will begin at the end of the disability period. The leave shall terminate either the first September after the birth or adoption of the child, or the subsequent September 1. Employees exercising the first option shall notify the Superintendent prior to July 1 of their anticipated return. Employees exercising the second option shall notify the Superintendent of their intent to return prior to March 1 of the preceding year. A Supervisor shall be entitled to all benefits afforded under the New Jersey Family Medical Leave Act and Federal Family and Medical Leave Act which benefits shall be concurrent. Upon recommendation of the Superintendent and approval of the Board of Education, an employee may elect to return to his/her position at an earlier date.

The provisions of this paragraph apply equally to adopted children as well as those natal to the family. This leave is in lieu of any federal or state childcare provisions.

3. Child Care Leave.

An employee may request child care leave without pay and said leave shall be granted. The employee must notify the Superintendent by March 1st of his/her intention to take child care leave for the next school year, commencing September 1st and terminating at the end of that school year. The employee must notify the Superintendent by March 1st of his/her intention to return on the September 1st following the commencement of the leave, or by March 1st if the leave terminates at the end of the second year. If no first year notice is received by March 1st, the leave is automatically extended through the second year. In both cases, child care leave

shall terminate at the end of the school year only. The provisions of this section apply equally to adopted children as well as natal to the family. This provision shall not be inconsistent with the benefits afforded under the New Jersey Family Medical leave Act and Federal Family Medical leave Act. Any part of this provision inconsistent with said State and Federal Acts shall be deemed invalid. All benefits set forth in this provision shall be concurrent with the New Jersey Medical Family Leave and Federal Medical Family Leave Acts.

An employee may elect to return to his/her position at an earlier date, upon recommendation of the Superintendent and approval of the Board of Education.

4. Leave for Educational Purposes

An unpaid leave for up to one (1) year for educational purposes may be granted upon recommendation by the Superintendent and approval of the Board. Health Benefits to be paid by the employee during the leave period according to the SEHBP rules.

ARTICLE VII
INSURANCE PROTECTION

1. The Board shall provide the health-care insurance protection including Blue Cross, Blue Shield, Rider J., and Major Medical coverage or its equivalent. The Board shall pay the premium for each full time Supervisor. Supervisor's shall make contributions towards the cost of health care costs as is required by law.

2. The Board of Education agrees to pay in full for a dental plan for Supervisors and their dependents subject to a \$50.00 per person/\$150.00 per family deductible.

3. Each employee who has health benefits coverage through their spouse or other source, may waive his/her health benefits coverage through the district and shall in return receive the sum of 25% of the premium costs or \$5,000.00 whichever is less; payable in two installments on May 15th and December 15th of the year in which the employee has opted out, subject to all appropriate deductions and all subsequent years until the employee re-enters the benefit plan offered by the Waldwick Board of Education. This payment is not to be considered a salary payment and as such, not pensionable.

**ARTICLE
VIII
PROFESSIONAL ADVANCEMENT**

1. Provided conditions a-c set forth below are met, the Board will reimburse the cost of tuition, including enrollment and laboratory fee, to Supervisors who voluntarily engage in and satisfactorily complete educational courses beneficial to the school system. Other expenses such as graduation costs, thesis binding, yearbooks, parking fees, and transportation are not to be reimbursed. The maximum refund per Supervisor within a school district fiscal year (July 1 - June 30) is \$2,500. The total amount expended shall not exceed \$10,000.00 per year. The cost of state mandated workshops and courses necessary for Supervisors to perform their job duties and responsibilities shall be excluded from the total cap.

a. Selected courses or degree programs must relate to a Supervisors present position or to a reasonably predictable future assignment that may be requested of a Supervisor by the Board.

b. To be eligible for reimbursement a Supervisor will be required to obtain approval in writing from the Superintendent of Schools prior to the start of a course.

c. Reimbursement will be made after satisfactory proof of completion of the course. The Supervisor must furnish evidence that he/she has obtained a grade of B (or its numerical equivalent) or better or a passing grade if the course is only offered on a pass/fail basis, to receive reimbursement. Payment will be made within thirty (30) days of receipt of appropriate documentation by the Board of Education.

With the prior approval of the Superintendent, other educational activities such as: formal workshops and in-service courses that are sponsored either by the Board, other school systems or institutions and organizations that do not grant academic credit may be considered eligible for course reimbursement under the same provision.

2. The Board of Education will pay the full cost of tuition and other instructional expenses incurred in connection with any courses, workshops, seminars, conferences, or in-service training sessions that a Supervisor is requested by the administration to take.

ARTICLE VIII
PROFESSIONAL ADVANCEMENT

Such requests should be made of a Supervisor with one (1) month notice preceding beginning of the course.

3. Upon written request, the Superintendent in his/her absolute discretion may provide reimbursement of expenses incurred as a result of attendance at "Professional" conferences or workshops.

4. The Board shall pay each Supervisor's dues to the New Jersey Principals and Supervisors Association and the National Association of Secondary School Principals.

5. Any Supervisor who resigns during a school year without completing said year shall return any and all monies received as course reimbursement that year, and shall not be eligible for any additional reimbursement following the date of said resignation. Upon request, this provision shall not apply to any circumstance deemed extraordinary by the Superintendent and the Board of Education.

6. Any Supervisor earning an administrative certificate that leaves the district, must return any and all monies received as course reimbursement for the previous twelve (12) months and shall not be eligible for any additional reimbursement following the date of said resignation.

ARTICLE IX SALARY DEDUCTIONS

1. The Board agrees to deduct from the salary of the Supervisors the dues for the Waldwick Supervisors' Association, or 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. 52:1415.9e) and under rules established by the State Department of Education. Said moneys together with records of any corrections shall be transmitted to the treasurer of the Waldwick Supervisors' Association by the 15th of each month following the monthly pay period in which such deductions were made. The Association treasurer shall disburse such moneys to the appropriate association or associations. Supervisor authorization shall be in writing on prepared forms.

2. The Board through payroll deductions will provide a summer payment plan in accordance with Title 18A:293 and Rules and Regulations of the State Board of Education. Deductions shall be deposited monthly into individual interest-bearing accounts.

3. The Association agrees to save the Board harmless and to relieve it, its officers, or its employees from any liability that may result from the exercise of its obligations under this Article.

ARTICLE X

SABBATICAL LEAVE

An application for sabbatical leave may be recommended by the Superintendent and approved by the Board only, when in their considered judgment, the professional competence of the staff member and general efficiency of the school system will be benefited.

If a sabbatical leave is granted to a Supervisor by the Board for study at a recognized institution, it will be subject to the following conditions:

1. If there are applicants, sabbatical leave shall be granted to only one (1) Supervisor each school year.

2. Requests for sabbatical leave must be received by the Superintendent in writing no later than January 2nd, action to be taken no later than April 1st of the school year before the requested leave year.

3. The Supervisor must have completed at least seven (7) years of service in Waldwick. A Supervisor may reapply for a second leave seven (7) years after return to duty; however, primary consideration will be given applicants who have not previously had such leave.

4. The Supervisor on sabbatical leave shall be paid by the Board sixty percent (60%) of the salary which he/she would have received had he/she remained actively employed during the period of this leave.

5. Upon return from sabbatical leave, a Supervisor shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the system during his/her period of absence provided that all requirements of the sabbatical leave request have been fulfilled satisfactorily in the judgment of the Board of Education.

ARTICLE X
SABBATICAL LEAVE

6. Applicant must remain in the service of the Board of Education for two (2) years after expiration of leave. In the case of resignation within two (2) years, he/she must refund to the Board of Education such proportion of his/her salary paid during the leave of absence as the unexpired proportion of two (2) years shall bear to said period.

ARTICLE XI

WORKING CONDITIONS

Ia. Supervisors: Supervisors who are ten month employees pursuant to the terms of their job description may have a maximum of three (3) sections in their discipline at the discretion of the Superintendent. There shall be no duty period or homeroom assignment.

2a. Supervisors: Each ten (10) month Supervisor will work an additional seventeen (17) days beyond the one hundred eighty four (184) required per school year for a total of 201 days. These days will be utilized to complete specified department responsibilities pursuant to the job description as determined by the Principal in consultation with the Supervisor. The Superintendent will approve the nature of the work carried out within those seventeen (17) days. For each additional day beyond the required seventeen (17) days, the Supervisor will be compensated at a per diem rate of 1/200 of the Supervisor's salary.

3. Supervisors shall be required to be in attendance at evening activities. Preference shall be given to activities that center on intra- and interdepartmental activities. The number of evenings required shall not be more than eight (8).

4. Unless otherwise provided, all employees covered under this Agreement shall work 184 days (182 pupil days plus 2 non-pupil days), including paid sick leave and authorized personal and professional days. Any employee absent with pay on a state holiday which is not a non-pupil day, except in case of bona fide illness or personal leave taken in accordance with Articles 6 and 7 herein, shall work an additional day with no additional pay, at the discretion of the administration. Employees who do work on such state holidays shall not be entitled to any extra compensatory time off or extra pay.

The regularly scheduled work day for all Supervisors shall be eight (8) hours per day. As part of their regular duties, Supervisors must, on occasion, devote time beyond the regularly scheduled work day in order to fulfill the job duties and responsibilities.

**ARTICLE XII
SALARIES**

1. Salary: Supervisors shall receive salaries set forth on the attached schedules.

Salary Schedule

**2010-2011 and 2011-2012
SALARY**

J. SOBKOWICZ	125,726
P. PUGLISE	125,726
E. GETLIK	119,905
D. ANGELLI	86,014

**2012-2013
SALARY**

J. SOBKOWICZ	128,825
P. PUGLISE	128,825
E. GETLIK	122,249
D. ANGELLI	88,819

Note: All salaries except D. Angelli include \$1,750 longevity per year.

ARTICLE XII

SALARIES

2. Any Supervisor who has completed fifteen (15) years of service in the District and who resigns shall be compensated for all unused accumulated sick days at the rate of \$55.00 per accumulated day; provided, however, that the maximum amount payable to any Supervisor shall be \$15,000.00. Subject to the notice provision of this section and Internal Revenue regulations, payment shall be made in July of the year after resignation.

To be eligible for payment in July of the year after resignation/retirement, the Supervisor shall give the Superintendent notice of his/her resignation/retirement no later than February 1 of his/her last year of employment, to be effective on or before the following June 30th. The notice is binding. Failure to comply with the notice provisions shall result in the delay of all payments required by this section by one (1) year.

3. Longevity: \$1500.00 after completion of 20 full school years of service on the teacher's guide in the Waldwick School District and each subsequent year through their 25th year of service.
\$1750.00 after completion of 25 full school years of service on the teacher's guide in the Waldwick School District and each subsequent year.

In order to constitute a full year of service, a Supervisor on the teacher's salary guide must be employed by the Waldwick Board of Education five months and one day of said year. Supervisors shall only receive credit for time employed as a Teacher/Supervisor in the Waldwick School District.

ARTICLE XIII
DURATION OF AGREEMENT

1. This Agreement shall be effective as of and retroactive to July 1, 2010 and shall continue in effect until June 30, 2013. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

2. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, and attested to by their respective representatives.

WALDWICK SUPERVISORS' ASSOCIATION

Janet Sobkowicz

Date 9/26/11

Paul J. Puglisi

Date 9/26/11

WALDWICK BOARD OF EDUCATION

Patricia Corio

Date 9/26/11

Dawn Muraad

Date 9/26/11