

Agreement
between
The Ewing Township Board of Education
and
The Ewing Township Subject Area Supervisors Association

For the Period
July 1, 2002 through June 30, 2005

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TABLE OF CONTENTS

ARTICLE		PAGE
I.	Recognition	1
II.	Negotiation Procedure	1
III.	Grievance Procedure	1
IV.	Professional Rights	3
V.	Insurance Protection	3
VI.	Leaves of Absence	4
VII.	Work Year and Workday	6
VIII.	Professional Growth and Development	7
IX.	Salary	8
X.	Term and Duration	9
	Appendix A:	10
	2002-2003 Salary Guide	
	2003-2004 Salary Guide	
	2004-2005 Salary Guide	

I. Recognition

The Board of Education hereby recognizes the Association as the exclusive bargaining representative for all Subject Area Supervisors for the purpose of collective negotiations concerning terms and conditions of employment under this agreement with the Board for the following classifications:

Subject Area Supervisor : Business
Subject Area Supervisor : English
Subject Area Supervisor : World Language
Subject Area Supervisor : Mathematics
Subject Area Supervisor : Science
Subject Area Supervisor : Social Studies
Subject Area Supervisor : Special Education

But excluding:

all other administrative, supervisory, executive personnel and/or any other category of employees.

As used hereinafter, the term "Subject Area Supervisor" shall refer to all members of the bargaining unit as defined above in paragraph 1.

II. Negotiation Procedure

The parties agree to enter into collective negotiations over a successor Agreement. Such negotiations shall begin by mutual agreement no later than February 15 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all classifications recognized under 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.

III. Grievance Procedure

A. A grievance may arise between the parties concerning the application, interpretation, or violation of this Agreement, an administrative decision, or a Board Policy.

B. Any grievance or dispute shall be settled in the following manner:

Step 1 - Building Level

A Subject Area Supervisor with or without a representative shall take up the grievance or dispute with the Subject Area Supervisor's immediate supervisor in an informal manner within ten (10) school days of the occurrence with the objective of resolving the matter in the most expeditious manner. In the event the discussion does not satisfactorily resolve the grievance, the Subject Area Supervisor shall formally present the grievance in writing to the immediate supervisor within seven (7) school days following the informal meeting. The formal written grievance shall frame the issue of the grievance and shall identify the relief sought. The immediate supervisor shall respond in writing his/her determination of the grievance to the Subject Area Supervisor within seven (7) school days of receipt of the formal grievance.

Step 2 - Superintendent

If the grievance is not settled at step 1, the Subject Area Supervisor shall, within seven (7) school days of receiving his/her immediate supervisor's written response, present the formal grievance and the decision of his/her immediate supervisor to the Superintendent. The Superintendent may hold an informal meeting with the Subject Area Supervisor and his/her representative for the purposes of discovery. The Superintendent shall respond in writing to the Subject Area Supervisor his/her determination of the grievance within fifteen (15) school days of his/her initial receipt of the grievance.

Step 3 - Board of Education

If the grievance still remains unadjusted, it shall be presented by the Subject Area Supervisor (or his/her representative) to the Board of Education in writing within five (5) school days of receiving the Superintendent's written response. A three (3) member panel of the Board of Education shall hold a formal hearing within twenty (20) school days of receipt of the grievance. The purpose of this hearing shall be for the presentation of evidence, witnesses, and supporting arguments. The Board shall communicate its decision in writing to the Subject Area Supervisor within thirty (30) school days of the close of the hearing. The decision of the Board shall be final and binding.

- C. Failure at any step to communicate the decision on a grievance within the specified time limits shall constitute acceptance of the grievance as sustained. Failure to appeal within the specified time limitation from an answer that is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.

IV. Professional Rights

No records shall be placed in a Subject Area Supervisor's file, without first being discussed with the individual Subject Area Supervisor. The Subject Area Supervisor shall sign the document indicating that he/she has read the item of record. The Subject Area Supervisor shall also have the right to submit a written answer to the material within ten (10) working days and his/her answer should be reviewed by the Superintendent or his/her designee and attached to the file copy.

V. Insurance Protection

- A. The Board shall provide insurance coverage to all contracted Subject Area Supervisors regularly employed a minimum of thirty (30) hours per week by the Ewing Township Board of Education as follows:
 - 1. The Board shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program covering the Subject Area Supervisor and his/her family dependents where appropriate. For each Subject Area Supervisor and his/her family dependents enrolled in the various available insurance plans the Board shall pay the full premium.
 - 2. In addition the Board shall provide a prescription drug plan, including a thirty-four (34) day supply per prescription, excluding mail order, with five dollars (\$5.00) co-pay for name brands and three dollars (\$3.00) co-pay for generic drugs for the Subject Area Supervisor and his/her family with a company selected by the Board.
 - 3. The Board shall provide the 1B Dental Plan, N.J. Dental Service Plan, Inc. (Delta Dental Plan) covering the Subject Area Supervisor and his/her family dependents where appropriate. Said plan shall also include, subject to approval by the carrier, Ortho II Family Plan, orthodontic benefits for both adults and children (children covered to age 19, student-child to age 23).

- B. Subject Area Supervisors who retire may buy into the Prescription and Dental Plans at the group rate with the Subject Area Supervisor paying the premium costs in advance on the same payment schedule as the Board. The above is subject to the approval of the insurance carriers.

All insurance benefits shall be provided by the Board at the prevailing rate.

In no case will a Subject Area Supervisor receive double coverage under any available insurance plan.

For each Subject Area Supervisor who terminates employment with the Board of Education, the Board of Education shall make payments of insurance premiums for the State Health Plan for two (2) full months beyond termination date.

- C. Subject Area Supervisors who elect not to take either prescription and/or dental insurance shall receive one-half (1/2) of the value of the actual premium at his/her appropriate level of coverage. All requests for changes in coverage must be submitted in writing to the Director of Human Resources a minimum of sixty (60) days prior to July 1 or January 1, the dates on which any changes shall become effective.

Payment shall be made within forty-five (45) days following the conclusion of each six (6) month coverage period - i.e. July 1 through December 31 and January 1 through June 30.

VI. Leaves of Absence

- A. Sick Leave

1. All Subject Area Supervisors shall be allowed sick leave with full pay for ten (10) school days in any school year. Unused sick leave days shall be accumulative for use in subsequent years as additional sick leave as prescribed by law.
2. Reimbursement for unused sick leave: Subject Area Supervisors who retire after completing fifteen (15) years in Ewing Township shall receive payment for all unused accumulated sick leave in accordance with the schedule set forth below:

\$75.00 per day to a maximum payment of \$11,000.

A Subject Area Supervisor planning to retire shall provide written notification to the Board of his/her intent to retire no later than December 15 immediately preceding the effective date of retirement, except in the case of an emergency or serious unforeseen event. Failure to comply with this procedure will result in a delay of payment until such time that (1) the Board allocates the money in its next annual budget and (2) said budget becomes effective.

B. Personal Leave

1. Personal leave shall cover brief absences not chargeable to sick leave, or professional or semiprofessional assignments directly beneficial to the school system. It provides for up to three (3) days' leave at full pay during any one year for any of the following reasons:
 - a. Illness in the immediate family. Immediate family shall be considered: father, mother, brother, sister, spouse, child or any member of the immediate household.
 - b. Death of a relative or close friend.
 - c. Recognition of religious holidays.
 - d. Marriage of the professional or marriage in the family. Family shall be considered: father, mother, brother, sister, child, nephew, niece, brother-in-law, sister-in-law, father-in-law, and mother-in-law.
 - e. Court Subpoena.
 - f. Personal, legal business, or family matters which cannot be handled outside of school hours.
 - g. Any other emergency or urgent reason not included in (a) to (f) above, if approved by the Superintendent of Schools.
2. All requests for personal leave shall be submitted in writing, on the proper form, (in advance, except in the case of an emergency) recommended by the Subject Area Supervisor's immediate supervisor and approved by the Superintendent or his/her designee; however, no more than two (2) requests will be approved for any one date.

Requests for personal leave on the day preceding or immediately following a vacation period, on in-service days, or on dates of parent conferences will be honored only in unusual cases.

3. Each Subject Area Supervisor with unused personal leave days (provided under Section B.1 hereinabove) as of June 30th of each school year shall have all such unused days added to his/her accumulated sick leave. Indication will be given annually of any conversion made to the Subject Area Supervisor's sick leave account.

C. Bereavement Leave

1. Five (5) additional days' leave shall be granted for Death in the Immediate Family :

Immediate family shall be considered the same as subsection B.1a above), plus mother-in-law and father- in-law. Said bereavement days are separate and distinct and shall not be charged as either sick leave or personal leave herein described.

VII. Work Year and Workday

1. The regular work year for all Subject Area Supervisors shall be 185 days plus ten (10) additional days which shall be worked during July, August, and/or June after the conclusion of the regular work year. Said additional days shall be scheduled, upon approval of the Subject Area Supervisor's immediate supervisor.
2. Except for "Summer Curriculum Work" which shall be paid at the district's prevailing rate, additional time required beyond the above described work year(s) will be paid on a per diem basis at the rate of 1/200 X the Subject Area Supervisor's current salary.
3. The workday for Subject Area Supervisor shall be eight (8) hours, inclusive of a lunch break. When the responsibilities of the position require attendance at evening meetings or weekend conferences, each Subject Area Supervisor may adjust his/her workday, upon approval of his/her immediate supervisor, for the day(s) in question.

4. Subject Area Supervisors shall teach a maximum of one (1) class every other year commencing with the 2003-2004 school year as determined by student enrollment. However a Subject Area Supervisor may teach additional classes, at no additional compensation, if mutually agreed upon by the parties.
5. Subject Area Supervisors shall have the responsibility for the vertical articulation and coordination of the K-12 curriculum. Subject Area Supervisors shall also assist in the supervision, including the preparation of observations and summary evaluations, of their assigned department(s).

VIII. Professional Growth and Development

A. Tuition Reimbursement

1. Subject Area Supervisors electing to take courses in State approved institutions or Board approved organizations may receive financial assistance from the Board of Education. Assistance is limited to \$1,200 per person, per year. Prior approval is required by the Board of Education and its decision is not subject to the grievance procedure.
2. The total maximum payable under this provision shall be \$4,800 per year (July 1 - June 30); there shall be no carry over of unexpended monies.
3. In order to qualify for said tuition reimbursement, the following additional conditions must be met;
 - a. The course(s) must relate to the Subject Area Supervisor's job responsibilities; and
 - b. The course(s) do not exceed Masters +30.

B. Conventions, Workshops and Conferences

1. The Board shall provide \$500 per Subject Area Supervisor with an annual bargaining unit cap of \$3,500 for attendance at approved conventions, workshops and conferences.
2. Prior approval of the Superintendent is required and his/her decision is not subject to the grievance procedure.

IX. Salary

- A. The salary schedule for all Subject Area Supervisors covered by this Agreement shall be as set forth in Appendix "A" attached hereto.
- B. A new Subject Area Supervisor must be employed prior to February 1 in order to qualify for the next highest pay level on the salary guide for the following year.
- C. All Subject Area Supervisors, shall be paid in twenty-two (22) bi-weekly installments.

X. Term and Duration

This Agreement shall be in effect as of July 1, 2002 and shall continue through June 30, 2005.

Ratified this 8th day of April, 2002 and modified this 9th day of June, 2003.

**Ewing Township Subject Area
Supervisors Association**

Ewing Township Board of Education

Phyllis Platt, President

Candace Mueller, President

Anne Benedetti, Secretary

Dennis Nettleton, Business
Administrator/Board Secretary

DATE

DATE

APPENDIX A

SALARY SCHEDULE

(195 Day Work Year)

2002 - 2003

STEP	MASTERS	MASTERS+30
1	\$78,967	\$80,215
2	\$80,167	\$81,415
3	\$81,367	\$82,615
4	\$82,567	\$83,815
5	\$83,767	\$85,015

2003 - 2004

STEP	MASTERS	MASTERS+30
1	\$85,803	\$87,153
2	\$87,003	\$88,353
3	\$88,203	\$89,553
4	\$89,403	\$90,753
5	\$90,603	\$91,953

2004 - 2005

STEP	MASTERS	MASTERS+30
1	\$89,427	\$90,777
2	\$90,627	\$91,977
3	\$91,827	\$93,177
4	\$93,027	\$94,377
5	\$94,227	\$95,577

NOTE: All Subject Area Supervisors shall be placed on guide at the appropriate degree level in accordance with the Board's salary guide analysis except as otherwise provide herein below.

During the 2003-2004 school year, all Subject Area Supervisors employed in that capacity by the Ewing Township Board of Education on June 9, 2003 shall be placed on Step 5 MASTERS

Level of the 2003-2004 salary guide notwithstanding the individual supervisor's true academic level.

During the 2004-2005 school year, all Subject Area Supervisors employed in that capacity by the Ewing Township Board of Education on June 9, 2003 shall be placed on Step 5 MASTERS Level of the 2004-2005 salary guide notwithstanding the individual supervisor's true academic level.

Upon the termination of this Agreement, if a successor Agreement has not be ratified by the parties, all Subject Area Supervisors shall remain at the same placement on the guide and at the same salary until such time that a successor Agreement is ratified by the parties.