

Contract no. 1565

Final 7/1/92

APPENDIX 1701-A

NEGOTIATED AGREEMENT BETWEEN
THE WEST MORRIS REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION
AND
THE WEST MORRIS SUPERVISORS ASSOCIATION

1992-93
1993-94
1994-95

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The West Morris Regional Supervisors' Association and the West Morris Regional High School District Board of Education have met and negotiated in good faith the terms and conditions of employment for the period July 1, 1992-June 30, 1995 and agree to the provisions contained in this agreement. The West Morris Regional High School District Board of Education shall hereinafter be referred to as "the Board" and the West Morris Regional Supervisors Association shall be hereinafter referred to as "the Association."

ARTICLE 1 - AGREEMENT

When the Board and the Association reach an agreement it shall be embodied in writing setting forth the terms and conditions of employment and signed by the authorized representatives of the Board and the Association.

ARTICLE 2 - RECOGNITION

The Board recognizes the Association as the majority representative for the purpose of collective bargaining in accordance with the applicable Public Laws. The Board recognizes the Association as the representative for all subject area supervisors in the following program areas:

Business Education, English, Fine and Related Arts, Foreign Language, Mathematics, Science, Social Studies, and Special Education

ARTICLE 3 - GRIEVANCE PROCEDURE

- A. Definition - A "grievance" is a complaint about the interpretation, application, or alleged violation of this agreement, or administrative decisions affecting a member of the bargaining unit or a group of members.
- B. All "days" mentioned in this grievance procedure are working days unless designated otherwise by negotiation.
- C. 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 the welfare or terms and conditions of employment of members of the bargaining unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Nothing herein contained shall be construed as limiting the right on any member having a grievance to discuss the matter informally with any appropriate member of administration, and having the grievance adjusted without intervention of the Association, provided the agreement is not inconsistent with the terms of this Agreement, and that the Association has been given the opportunity to be present at

such a meeting and state its views.

- D. A grievance may be processed by an individual concerning the interpretation, application or violation of this agreement and administrative decisions affecting him/her, or by the Association on behalf of an individual or group of individuals as a single grievance, as appropriate. Further, any aggrieved individual may be represented at all levels of the grievance procedure by him/herself, or at his/her option, by a representative selected and approved by the Association. Copies of grievances formally submitted by an individual shall be forwarded to the Association. When a supervisor is not represented by the Association, the Association shall be present and may state its views at all stages of the grievance procedure.
- E. In the case of a grievance, the aggrieved party, the Association on behalf of an individual or groups of individuals or an individual's representative shall submit the grievance in writing to his/her immediate administrative supervisor within thirty (30) days of the incident or offending action. If the grievance is not settled within five (5) days, the aggrieved party may refer his/her written grievance to the party next in administrative responsibility. Any aggrieved party shall in the first instance present the grievance to his/her immediate supervisor and may continue to appeal it through recognized administrative channels: Principal, Superintendent. In the event a grievance is filed at such a time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the next school year could result in irreparable harm to a party of interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as practicable.
- F. All grievances beyond the first step shall be in writing, setting forth the following:
1. The specific nature of the grievance.
 2. All sections of the Agreement, or administrative decisions which the Association alleges have been violated.
 3. All facts, sections of the Agreement, and administrative decisions upon which the Association intends to rely to demonstrate a violation of the Agreement or administrative decision.
 4. All remedies sought.

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5. All reasons for dissatisfaction with the outcome of the previous step.
 6. The Administration and Board will respond to each one of the violations identified and indicate the reasons for denial.
- G. At each step a written decision shall be rendered to the aggrieved party and Association within five (5) days.
- H. If after the level of Superintendent, the grievance remains unresolved the Superintendent shall arrange for a meeting with the Board of Education and the Superintendent and the aggrieved party within fourteen (14) days. A full written report shall be submitted to the Board of Education by the aggrieved party and by the Superintendent prior to the hearing. The Board of Education shall render its decision in writing to the aggrieved party within twenty (20) calendar days.
- I. If the grievance remains unresolved at the level of the Board of Education, either party may within ten (10) days request the American Arbitration Association to submit a list of three persons qualified to arbitrate the dispute in question. If agreement cannot be made between the parties as to the selection of an arbitrator, the parties shall mutually request within five (5) days that the American Arbitration Association designate the arbitrator. The decision of the arbitrator shall be binding on both parties except where prohibited by law.
- J. The arbitrator shall be limited to the issues submitted to him/her and shall not add to, subtract from, or modify the terms of this agreement.
- K. Each party shall bear the total cost they incur. The fees and expenses of the arbitrator shall be shared equally by the parties.
- L. Grievance meetings shall be held without causing loss of pay to members of the bargaining unit.
- M. A separate file for grievances will be maintained.
- N. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations shall be prepared jointly by the Superintendent and the Association and shall be given appropriate distribution to facilitate the functions of the grievance procedure.

ARTICLE 4 - PAID LEAVE OF ABSENCE

- A. Sick Days
Ten per year, the unused portion of which shall accumulate from year to year.
- B. Personal Days
Four days per year, the unused portion shall accumulate with unused sick leave.
- C. Death in Family
Supervisors shall be granted up to 5 days absence with pay within seven consecutive calendar days for the death of a parent, spouse, child, brother, sister, grandparent, grandchild, father-in-law or mother-in-law.

ARTICLE 5 - SABBATICAL LEAVE

The Board may grant sabbatical leave to supervisors in accordance with the procedure established for the WMREA with the following exception:

Applications will be reviewed by a Sabbatical Review Committee consisting of two supervisors chosen by the Association, an administrator and the Superintendent. Formal interviews may be required of the applicants in order to evaluate each request.

No more than one supervisor may be on sabbatical in any school year.

ARTICLE 6 - TEACHING ASSIGNMENTS

Supervisors will be assigned teaching periods based on the number of total sections offered in their department(s). Where it is standard practice for a section to require more than 5 teaching periods (science), each full-time department teacher shall be counted as five sections.

<u>Number of Sections</u>	<u>Teaching Assignments</u>
0 - 50	3
51 - 75	2
76+	1

Supervisors who are assigned to teach classes in addition to those that result from the above formula, will be paid at the rate of .20 of the amount determined by placing that supervisor on the appropriate step of the corresponding years teachers' salary guide.

Supervisors who travel between schools will have one less teaching assignment.

ARTICLE 7 - CREDIT FOR ACCUMULATED SICK LEAVE

Any supervisor who is at least age 50 and has worked in the district for at least ten years, upon retirement, resignation in good standing, or death, shall receive \$100 per day for each unused sick day up to a maximum of \$10,000.

ARTICLE 8 - TUITION REIMBURSEMENT

The Board agrees to provide up to a maximum of \$9,000 for each year of the agreement for tuition reimbursement for supervisors participating in professional improvement activities approved by the Superintendent. No individual supervisor will be reimbursed for more than \$1500 each year.

ARTICLE 9 - SUPERVISORS WORK YEAR

Supervisors shall work the Faculty School Year plus two days as scheduled by the administration. In the event that additional days beyond the two days are required, as recommended by the Superintendent and approved by the Board, reimbursement will be on a per diem basis (1/200) calculated on the full annual salary of the individual supervisor.

ARTICLE 10 - HEALTH BENEFITS

For the period July 1, 1992 through June 30, 1994, the Board agrees to provide medical, dental and prescription plan benefits identical to those provided to the WMREA with identical employee contribution schedules.

For the period July 1, 1994 through June 30, 1995, the Board agrees that contributions toward medical insurance coverage shall be deducted from payroll up to an amount calculated as 20% of any dependent premium in excess of the single employee premium. The Board will assume 100% of the single employee premium and the remaining 80% of any dependant premium.

For the period July 1, 1994 through June 30, 1995, the Board agrees that contributions toward dental insurance coverage shall be deducted from payroll up to an amount calculated as 10% for the family premium. The Board will assume 90% of the family premium or 100% of the single employee premium.

For the period July 1, 1994 through June 30, 1995, the Board agrees that contributions toward prescription insurance coverage shall be deducted from payroll up to an amount calculated as 10% for the selected coverage (single, parent/child, family) premium. The Board will assume the remaining 90% of the selected coverage premium.

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The Board reserves the right to adopt other carriers providing coverage comparable to the plan in effect.

ARTICLE 11 - ALTERNATIVE FLEXIBLE BENEFIT PLAN

The Board agrees to establish and assume the administrative cost to implement an alternative flexible benefit plan to allow employees, who desire to participate, the option to redirect Board specified levels of contribution, pursuant to a Policy # (TBD) into one or more of the following:

- a) FRA - Medical Expenses
- b) FRA - Dependent/Child Care Expenses
- c) Variable Annuity/Insurance Plan

ARTICLE 12 - MAINTAINING CURRENT BENEFITS AND RESPONSIBILITIES

Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and or applied so as to eliminate, reduce otherwise detract from any employee's existing benefits or responsibilities prior to its effective date.

ARTICLE 13 - MODIFICATION - UNDERSTANDING OF PARTIES

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 14 - PROFESSIONAL ASSOCIATIONS

Supervisors may submit purchase orders charged to department budgets in an amount not to exceed \$50 for membership in curriculum oriented professional associations such as ASCD, Assn. of Math Teachers, and Science Supervisors' Association.

ARTICLE 15 - SALARY GUIDE

Level	1992-93
1	\$51,000
2	53,000
3	55,000
4	57,000
5	59,000
6	61,000
7	63,000
8	65,000
9	67,500

Note: In 1992-93 only, all supervisors with 15 or more teachers will receive a stipend of \$1500.

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Level	1993-94
1	\$54,600
2	56,600
3	58,600
4	60,600
5	62,600
6	64,600
7	66,600
8	68,600
9	71,100

Level	1994-95
1	59,660
2	61,660
3	63,660
4	65,660
5	67,660
6	69,660
7	71,660
8	74,160

Dated this 30th day of
June, 1992

ATTEST:

Samuel E. Hon, Jr.
Samuel E. Hon, Jr. Board Secretary

Dated this 30 day of
June, 1992

ATTEST:

Ronald Batistoni, Ed.D.
Dr. Ronald Batistoni
Acting Superintendent

THE BOARD OF EDUCATION OF THE
WEST MORRIS REGIONAL HIGH SCHOOL
DISTRICT

By R. E. Duvall

THE WEST MORRIS SUPERVISORS
ASSOCIATION

By Janetia Galligani
President

By Joe Morabito
Chief Negotiator