

SEPTEMBER 14, 2005

Agreement

Between

The Board of Education of the Sterling High School District

and

The Sterling Division Supervisors Association

July 1, 2004 - June 30, 2006

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## PREAMBLE

WHEREAS, the Board of Education of the Sterling High School District is required by law to negotiate with its employees as to the terms and conditions of employment and as to grievances; and

WHEREAS, the parties hereto through negotiations in good faith have reached agreement on certain matters, their agreement with regard to such matters is hereby reduced to writing as required by law.

## ARTICLE 1 RECOGNITION

The parties hereto are the Board of Education of Sterling High School District (herein referred to as the "Board") and the Sterling Division Supervisors Education Association (herein referred to as the "Supervisors"). The Board hereby recognizes the Supervisors as the exclusive and sole bargaining agent for the purpose of collective negotiations concerning the terms and conditions of employment for Supervisors.

## ARTICLE 2 BOARD'S FUNCTIONS

The Board hereby retains and reserves unto itself, without limitations, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the United States and the State of New Jersey. Nothing herein contained shall be considered to deny or restrict the Board in the exercise of its responsibilities under the Laws of the State of New Jersey. Except as otherwise specified in this Agreement, the Supervisors recognize that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the school district to the full extent authorized by law. In exercising its powers, the Board through its Administrative Staff shall, subject to the provisions of this Agreement, exercise all of its managerial rights and authority to the extent permitted by the Law.

## ARTICLE 3 SUCCESSOR AGREEMENT

- A. The parties agree to commence collective negotiations on a successor agreement not later than **February 1, 2006**. The Supervisors shall submit to the Board a complete bargaining proposal for such successor agreement not later than **January 15, 2006**. Such formal proposals as the Board wishes to make shall be submitted not later than the first formal meeting.
- B. Neither party in the course of negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their

representatives shall be authorized to make proposals, consider proposals, and do all that is necessary and proper for bona fide negotiations; provided, however, that it is understood that no action binding the Board can be taken other than pursuant to the Statutes governing the operation of the Board and its members.

**ARTICLE 4**  
**GRIEVANCE PROCEDURE**

A. **Definition**

The term "grievance" means a complaint by any person or persons that, as to them, there has been an inequitable, improper or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting said person or persons. The "aggrieved person" is the person or persons making the claim.

B. **Purpose**

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 employees. 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. An aggrieved person shall institute action under the provisions hereof within twenty-one (21) calendar days of the occurrence complained of or within twenty-one (21) calendar days after the aggrieved person would reasonably be expected to know of its occurrence. Failure to act within said twenty-one (21) day period shall be deemed to constitute an abandonment of the grievance, as will any failure of the aggrieved person to comply with the term limitations at any level of the proceeding.
2. A person processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal by the Board or any agent, thereof.
3. In the presentation of a grievance, the person shall have the right to present their own appeal or to designate a representative to appear with the aggrieved person at any step in their appeal. A minority organization shall not have the right to present or process a grievance. Such right of representation shall be applicable only to presentation of a grievance as defined herein. It does not extend to conference with administrative personnel where no formal grievance, as defined herein, has been filed on behalf of the aggrieved party.
4. Whenever the person appears with a representative, the Board shall have the right to designate its own representative.
5. An employee shall first discuss the grievance orally with the Vice Principal if the

subject matter of the grievance is within the Vice Principal's jurisdiction. If the subject matter of the grievance is not within the Vice Principal's jurisdiction, then the employee shall discuss the grievance orally with the Principal.

6. An employee shall submit the grievance at Superintendent's level by submitting the grievance, in writing, and specifying
  - (a) the nature of the grievance
  - (b) results of the previous discussions
  - (c) the basis of dissatisfaction with the determination
  - (d) the remedy sought.

Within three (3) workdays of receipt of the written grievance (unless a different period which is mutually agreed upon), the Superintendent shall hold the hearing at which all parties in interest shall have the right to be heard. Within three (3) workdays of said hearings (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the person and the person's representative, if any, of the determination.

7. In the event the Superintendent's decision is deemed unsatisfactory by either party, the Superintendent shall within ten (10) school days schedule a meeting with the parties concerned and the Personnel Committee of the Board.
8. The Personnel Committee shall conduct a hearing and compile a record concerning the merits of the grievance. The Personnel Committee may also make a recommendation to the Board for disposition. The record and recommendation, if one is included, shall be forwarded to the Board Secretary/Business Administrator for placement before the Board within fifteen (15) calendar days of the conclusion of the hearing before the Personnel Committee. Copies of the Personnel Committee Report and Recommendations shall be furnished to the grievant.
9. Where an appeal is taken to the Board, there shall be submitted by the appellant to the Personnel Committee: a statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished the Superintendent and the adverse party.
10. The person appealing to the Board may submit written materials in support of their application, provided however, that the same shall be served upon adverse parties at least ten (10) school days prior to the Board hearing.

11. The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall in writing notify the person, their representative if there be one, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
12. In the event a person is dissatisfied with the determination of the Board, they have the right to request arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the Provisions of Chapter 303, Laws of 1968. A request for arbitration shall be made no later than fifteen (15) calendar days following the determination of the Board, or thirty (30) calendar days have passed with no determination having been made by the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board mutually agree upon a longer time period within which to assert such a demand.
13. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to nor subtract anything from this agreement.
14. The arbitrator shall render a decision in writing within thirty (30) days after the completion of the arbitration proceedings. Only the Board and the aggrieved person (or representative) shall be given copies of the arbitrator's decision. The decision of the arbitrator shall be advisory on both parties.
15. Each party shall bear the total cost incurred by themselves. Fees and expenses of the arbitrator will be shared by the parties equally.

ARTICLE 5  
INSURANCE

The Board will provide Supervisors **family coverage, at no cost to them**, health, dental and prescription insurance coverage **according to that** provided in the Agreement between the Sterling **High School District** Board of Education and the Sterling Education Association.

ARTICLE 6  
EMPLOYEE EVALUATIONS

The Board Policy evaluations procedure presently in operation shall continue in effect in accordance with State Law and Administrative Law.

ARTICLE 7  
WORK DAY/YEAR, RESPONSIBILITIES AND SALARIES

- A. A Supervisor's work year will be from July 1 to June 30. Supervisors shall work the teacher calendar. In addition, Supervisors shall work: the weekdays beginning with September 1 through the weekday before the first teacher work day, except for Labor Day; the weekdays following the last teacher work day through June 30; and, 20 days in the July/August period. Five (5) of the 20 July/August period days must be worked during the last five (5) weekdays in August.

Supervisors shall not be required to sign the arrival log in the General Office; however, they are expected to be in no later than ten (10) minutes prior to the teachers on regular days.

B. **Responsibilities and Salaries**

1. Duties and responsibilities **OF Supervisors** are outlined in Board policy.
  - a. Supervisor: Technology
  - b. Supervisor: Special Education/School Psychologist
  - c. Supervisor: Student Activities, Guidance, Health & Physical Education

2. **SALARIES**

**These are the negotiated salaries for the term of the Agreement.** All salaries will be paid over a 12-month period in 24 equal installments.

<b><u>SUPERVISOR</u></b>	<b><u>2004-2005</u></b>	<b><u>2005-2006</u></b>
<b>Mr. Gallagher</b>	<b>\$102,582</b>	<b>\$108,736</b>
<b>Mr. Hiltner</b>	<b>\$ 96,460</b>	<b>\$102,248</b>

3. **Teaching Time and Duties**

- a. The Supervisor's teaching time should be not more than one (1) period per day or five (5) periods per week. It is agreed, however, that the Board of Education is vested with the unilateral right to increase the teaching time of Supervisors up to a maximum of two (2) teaching periods when deemed necessary.
  - 1) If the Board makes a determination to institute a "block scheduling" approach as of September 1, 1998, or later, the Supervisor's teaching time will not be more than one (1) block per day or five (5) blocks per week for one of two semesters.
- b. When assigned duties other than departmental ones, the Supervisor's teaching time will be reduced according to guidelines employed for the non-departmental supervisory position.

- c. The Supervisor will not be assigned non-teaching duties such as homeroom, study hall, or cafeteria supervision except in emergency situations developing during the school day as determined by the Superintendent and/or Principal. The Supervisor will, however, be available for detention duty on an equitable rotating basis with all other staff members except the Superintendent and/or Principal.

4. Board Rights

The Board of Education has the right to determine the number of Supervisory positions. At its discretion, the Board may unilaterally abolish, increase, reduce and/or consolidate the number of Supervisory positions.

5. Unacceptable Performance

It is further agreed that any tenured Supervisor who is removed from a position for unacceptable performance will automatically revert to a previous tenured 10-month position and salary held within the District.

ARTICLE 8  
SICK LEAVE

- A. All Supervisors shall be granted a yearly sick leave of eleven (11) days to be used only for illness.
- B. Unused sick leave days will accumulate year-to-year with no limit.
- C. When all current and accumulated sick leave has been used up, the Board may grant additional days at its discretion.

ARTICLE 9  
TEMPORARY LEAVE OF ABSENCE

- A. Supervisors shall be granted five (5) days leave for a death in the immediate family. Immediate family shall consist of husband or wife, mother, father, brother, sister, child or any person standing *in loco parentis*. Such leave shall not be deducted from sick leave.  
  
Supervisors shall be granted up to two (2) days for bereavement purposes in the event of the death of an in-law or a grandchild.
- B. Absence of a Supervisor due to an injury which is compensable under the New Jersey Workman's Compensation Act shall not be considered as part of sick leave.
- C. A Supervisor absent on jury duty shall not be required to deduct such absence from sick leave. Such Supervisor shall be reimbursed the difference between his/her prevailing rate of pay and amounts received for jury duty service.

D. A Supervisor required to attend a court of law in connection with a matter not involving moral turpitude on the part of the Supervisor shall be reimbursed full pay. Reimbursement shall also be made with respect to any such matter involving moral turpitude on the part of the Supervisor, if the Supervisor is finally acquitted of the charge. An absence for such reason shall not be considered a part of sick leave. The employee must present to the Superintendent official court documentation of attendance. Attendance in court shall be limited to the actual days of attendance.

E. Each Supervisor shall be eligible for four (4) personal days in each school year in the following manner.

1. Two (2) personal days shall be granted by the Principal with pay after twenty-four hours notice for any of the following stated reasons:

- a. Personal problems
- b. Legal matters
- c. Death of an immediate or distant member of the family
- d. Accident
- e. Settlement of the permanent residence or one (1) second or vacation home
- f. Religious observance
- g. Educational matters.

2. The remaining two (2) days under E. 1. will be granted with pay at the discretion of the Principal, for absence for personal business, such as settlement of a house, death of an immediate or distant member of the family or friend or accident.

Among the bases that discretionary personal leave under E. 2. above may be granted, shall be serious illness in the immediate family. "Immediate family" is defined in Article 9, A. In all such cases, medical certification must be provided.

3. The four days specified herein for personal leave shall not be cumulative if not used in the year granted except in those conditions listed below:

Personal leave may be used for illness in the year granted provided that such Supervisor has exhausted the annual sick leave and all accumulated sick leave. Unused personal leave may also be used in future years for illness provided that the Supervisor has exhausted all his/her annual sick leave and all accumulated sick leave. However, from and after July 1, 1977 any unused personal leave accruing after such date (which is herein made eligible for use in future years for illness where the Supervisor has exhausted all annual and accumulated sick leave) shall not be deemed "accumulated unused sick leave", as defined in Article 8. For purpose of any future legislation mandating payment on retirement or otherwise for accumulated unused sick leave.

ARTICLE 10  
EDUCATIONAL IMPROVEMENT

- A. On an individual basis, by request and with the recommendation of the Principal and Superintendent, Supervisors will have tuition reimbursement for courses that will be beneficial to the Supervisor and the School provided that a minimum grade of "B" is earned. Cost per credit shall not exceed that of the then current Rowan College rate.
- B. There shall be a two (2) course limit per July 1 through June 30 period per Supervisor.
- C. Requests for tuition reimbursement must be submitted to and approved by the Superintendent and confirmed by the Board of Education. Written application must be filed by March 1 in advance of Summer courses, by September 1 in advance of Fall courses and by December 1 in Advance of Spring courses.

ARTICLE 11  
DUES PAYMENT

The Board shall pay the full amount of each member's dues to County, State (NJPSA), and National (NASSP) associations.

ARTICLE 12  
PAYMENT FOR UNUSED SICK LEAVE

- A. Any Association member who retires according to the provisions of the TPAF, in order to receive immediate benefits and not merely "deferred retirement", shall be eligible for payments for unused sick leave,
- B. Sick days eligible for reimbursement shall be those which were accumulated in the Sterling High School District.
- C. Unit members shall be paid \$33 per day for each accumulated sick leave day for the first 125 days and \$38 per day for each accumulated sick leave days in excess of 125 days, but in no event shall the total reimbursement entitlement exceed \$12,000.
- D. At the election of the employee, payment for some or all of the monies due an employee under this Article may be deferred up to one (1) year after the date of retirement.
- E. In the case of the death of an employee, all eligible benefits would be paid to the beneficiary.
- F. The employee is requested to notify the Board December 1 prior to the adoption of the budget for the fiscal year in which the retirement takes effect.

ARTICLE 13  
PROTECTION OF SUPERVISORS

- A. Whenever any civil action has been brought, or shall be brought, against any Supervisor for any act or omission arising out of-and-in the course of the performance of the duties of such Supervisor, the Board shall defray the cost of defending such action, including reasonable counsel fees and expenses together with the costs of appeal, if any, and shall save-harmless and protect such Supervisor from any financial loss resulting therefrom. This subparagraph shall apply to the use of automobiles in the performance of the personnel's duties provided, however, that the use of such automobile shall have been authorized in writing, in advance, by the Superintendent.
- B. Should any criminal action be instituted against any Supervisor for any act or omission arising out of the performance of the duties of such Supervisor and such proceeding is dismissed, or results in a final disposition in favor of such Supervisor, the Board of Education shall reimburse the Supervisor for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.
- C. During the time of the suspension of a Supervisor pending charges, the Supervisor shall not receive pay provided, however, that a Board hearing upon any charge leading to suspension shall be held within two (2) weeks of the filing of the charges and further provided that if the charges are found to be without merit the Supervisor shall be reinstated with all accumulated benefits and shall be reimbursed in the amount of pay withheld during the suspension.
- D. A Supervisor shall immediately report any case of assault upon his person or property arising out of, or in connection with their duties. Such matters shall be reported to the Superintendent or immediate Superior for any action which is deemed appropriate.
- E. Supervisors will not be required to work under unsafe or hazardous conditions, nor will they receive assignments dangerous to their health and safety. Further, in the event of civil disorder on the school property, representatives of the Association shall have the right to meet with the Board's designated representatives concerning the safety of the Supervisors.
- F. It is recognized that in any emergency situation caused by fire, bomb threat, riot and the like, Supervisors are charged with the responsibility of using all prudent means to assure the safety and well-being of their staff and students.

ARTICLE 14  
INVOLUNTARY TRANSFER AND REDUCTION IN FORCE

Any involuntary transfer or reduction in force shall be carried out in accordance with Title 18A, New Jersey Statutes Annotated, and Title 6, New Jersey Administrative Code, after due notification to the Association. Any involuntary transfer or reduction in force shall result in the employee receiving a salary of 11/12 of their present salary in the new position, and this salary shall be maintained until the difference in salaries is eliminated.

ARTICLE 15  
RETIREMENT INCENTIVE

If a retirement incentive is offered to the faculty members, the same retirement incentive plan shall be offered to the Supervisors.

ARTICLE 16  
DURATION OF CONTRACT

This agreement shall extend from **July 1, 2004** through **June 30, 2006**.

ARTICLE 17  
ID BADGES

Sterling High School ID badges issued to the Supervisors must be worn on the upper body at all times on the premises.

ARTICLE 18  
ATTENDANCE OF MEMBERS' CHILDREN AT STERLING

Children of administrators who reside outside of a sending district may attend Sterling High School free of charge if the school district receives State aid for the child. If the school district is not eligible for State aid, the child may attend Sterling High School for the reduced tuition amount of \$1,000 per year. Children may attend if, in the sole discretion of the Superintendent, the child's attendance at Sterling will not create an undo hardship for the District, and the child has not been removed from other schools for disciplinary reasons.

ARTICLE 19  
MODIFICATION OF AGREEMENT

This agreement may not be modified in whole or in part except in writing duly signed by the proper representatives of both parties.

IN WITNESS WHEREOF, the Board of Education of the Sterling High School District, Camden County, New Jersey, and the Sterling Division Supervisors Association have caused these documents to be signed by their proper officers.

BOARD OF EDUCATION OF  
THE STERLING HIGH SCHOOL  
DISTRICT

THE STERLING DIVISION  
SUPERVISORS ASSOCIATION

BY: \_\_\_\_\_ BY: \_\_\_\_\_

ATTEST: \_\_\_\_\_ ATTEST: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_