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AGREEMENT  
BETWEEN  
BOARD OF EDUCATION OF THE BOROUGH OF ROSELLE  
AND  
ROSELLE SUPERVISORS ASSOCIATION

July 1, 1994 - June 30, 1997

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THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 1995, by and between the BOARD OF EDUCATION OF THE BOROUGH OF ROSELLE, hereinafter called the "Board", and the ROSELLE SUPERVISORS ASSOCIATION, hereinafter called the "Association".

## ARTICLE I

### RECOGNITION

A. In accordance with N.J.S.A. 34:13A-1 et seq., the Roselle Board of Education hereby recognizes the Roselle Supervisors Association as the exclusive representative for collective negotiations concerning terms and conditions of employment for the following full-time certified personnel employed by the Board: all Department Heads and Supervisors (including Eighth Grade Coordinator) but excluding Principals, Assistant Principals, Director of Guidance, Director of Special Services, Director of Elementary Curriculum, Director of Athletics, Administrative Assistants, non-Supervisory employees, managerial executives, confidential employees, non-certified employees and all other employees of the Board of Education.

B. Unless otherwise indicated, the terms "supervisor" and "employee" when used hereinafter in this Agreement refer only to employee represented by the Association in the negotiating unit as above defined, and references to males shall include females.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations in accordance with Chapter 123, PL 1974 in the school year in which this Agreement expires.
- B. This Agreement shall not be modified in whole or in part nor shall additional items be added by the parties except by an amendment in writing approved by the Board and the Association.
- C. In the event an agreement cannot be reached the matter shall be referred to the New Jersey Public Employment Relations Commission for advisory mediation and/or fact-finding.

## ARTICLE III

### GRIEVANCE PROCEDURE

- A. Definitions:
1. A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement affecting an employee or a group of employees.
  2. An "aggrieved person" is the person or persons making the claim.
  3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose:

1. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to grievances which may from time to time arise from claimed violations of this Agreement. Both parties agree that these proceedings will 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 Administrator having a grievance or complaint to discuss the matter informally with any appropriate member of the administration and having the grievance or complaint adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its view.

C. Procedure:

1. Any employee who has a grievance shall within twenty (20) days of the occurrence of the act or knowledge of the condition which is the subject of the grievance, discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.

2. If, following the determination of the superior, the matter is not resolved to the satisfaction of the employee, he may set forth his grievance in writing to the Superintendent within five (5) school days of the determination by the superior.

3. The Principal shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the receipt of the written grievance from the employee following Step 2 listed above.

4. If following the determination of the Principal, the matter is not resolved to the satisfaction of the employee, he may set forth his grievance in writing to the Superintendent within five (5) school days of the determination of the Principal.

5. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the receipt of the written grievance from the employee following Step 4 listed above. The Superintendent shall communicate his decision in writing to the employee, to the Association, and to the Principal or other immediate superior.

6. Any grievance not resolved to the satisfaction of the employee after review by the Superintendent, may at the discretion of the employee be submitted for a review by the Board of Education. The grievance shall be in writing and shall be submitted within five (5) school days after receipt of the Superintendent's decision.

7. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within thirty (30) calendar days of the receipt of the appeal or, if a hearing is granted, within twenty (20) calendar days of the date of the hearing.

8. Notwithstanding any provision of this Agreement, the following shall not be considered grievances under this procedure beyond the level of the Board:

(a) The failure to retain a non-tenure employee.

(b) Matters where a specific method of review is prescribed by law, or by any rule or regulation of the State Commissioner of Education or the State Board of

Education.

(c) The adoption, revision, amendment, or revocation of Board Policies other than those policies or matters affecting terms and conditions of employment, shall be within the sole province of the Board of Education.

9. Any grievance not resolved to the satisfaction of the employee after review by the Board may, at the discretion of the employee, be submitted to arbitration within twenty (20) school days after receipt of the decision of the Board.

(a) Within ten (10) school days after such written notice of submission to arbitration, the Board and the employee shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

(b) The arbitrator so selected shall confer with the representatives of the Board and the employee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act which is prohibited by law, (including the School Laws as embodied in N.J.S.A. 18A) or which is violative of the terms of

this Agreement. The arbitrator shall have no power to add to or subtract from or modify any of the terms of the Agreement nor shall he in any case have power to rule on any issue excepted from the definition of a grievance under this Article or excepted from this grievance procedure by any other provision of this Agreement, including any decision made in the discretion of the Board or the Superintendent. The decision of the arbitrator shall be submitted to the Board and the employee and shall be advisory in nature.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employee to Representation:

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

E. Miscellaneous:

1. Pending determination of a grievance or any dispute between employees and the Board, the grievant and all employees shall continue to perform their duties under the direction of the Superintendent until the grievance is finally settled and/or decided.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.



3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

4. In the event a grievance cannot be resolved by the end of the school year, 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 is feasible.

5. Failure by the grievant at any step of this procedure to appeal a grievance to the next step within the time limit specified shall be deemed to be acceptance of the decision rendered at that step and the grievance shall not be processed further.

#### **ARTICLE IV**

##### **RIGHTS OF THE PARTIES**

A. The Association agrees that the Board has complete authority over the policies and administration of the school district which it exercises under the provisions of law and in fulfilling its responsibilities under this Agreement, except as specifically modified and altered by this Agreement. Copies of new work rules and regulations shall be furnished to the Association and opportunity to discuss the new work rules and regulations shall, to the extent practicable, be afforded to the Association before implementing same. Any matter involving the management of governmental operations vested by this Agreement, is the sole province of the Board.

B. Whenever any employee is required to appear before the Board or any committee or member representative thereof concerning any matter which could adversely affect the

continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the Association and/or counsel present to advise him and represent him during such meeting or interview.

C. The Association shall have access to all public information.

D. Whenever any representative of the Association or any supervisor is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

E. 1. Members of the Association shall be permitted to transact official Association business on school property.

2. The Association and its representatives shall have the right to use school buildings. The Business Office and the principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval will be contingent upon prior scheduled use.

3. The Association shall have the right with permission of the Superintendent to use school facilities and equipment, including typewriters, calculating machines, and all types of audio-visual equipment when such equipment is not otherwise in use. The Association shall provide materials and supplies incident to such use.

4. The Association shall have the right to use the inter-school mail facilities and school mail boxes.

5. It is agreed and understood that this use of school facilities and equipment shall be outside employee work hours and shall not interfere or interrupt any school programs

and operations.

F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the supervisors, and to no other organization.

G. Nothing contained herein shall be construed to deny or restrict to any supervisor such rights as he may have under New Jersey School laws or other applicable laws and regulations.

H. This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject of these 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.

## **ARTICLE V**

### **WORK YEAR AND WORK DAY**

A. The work year for supervisors shall be on a ten (10) month basis and shall conform to the academic calendar, provided however, that the work year for these supervisors shall be extended beyond the academic calendar by five (5) or six (6) half days, which shall be scheduled, by mutual agreement among the supervisors, high school principals and central office, during the summer, between the last teacher day in June and the first teacher day in September.

B. The work day for supervisors shall be extended by twenty (20) minutes past the work day of the teachers. The work day for supervisors shall be 8:05 a.m. to 3:30 p.m., Monday through Friday.

C. Effective the 1990-91 school year, supervisors shall be responsible for curriculum articulation for grades 7 through 12.

## **ARTICLE VI**

### **SICK LEAVE**

A. All employees shall be allowed sick leave with full pay for fifteen (15) school days in any school year. Any unused sick leave days of the first twelve (12) sick days may be accumulated to be used for additional sick leave as needed in subsequent years. Employees, whose employment is effective after January 1, 1985, shall be allowed sick leave with full pay for twelve (12) school days in any school year. Unused sick days may be accumulated to be used for additional sick leave as needed in subsequent years.

B. Any employee who has exhausted his or her accumulated sick leave may apply to the Board of Education for additional sick leave based on his or her salary, less the cost of a substitute's per diem, for each day of leave. (See N.J.S.A. 18A:30-6).

C. In any case of sick leave, the Board may require a physician's certificate to be filed with the Superintendent. This includes sick leave caused by illness, injury or quarantine. The exercise of the foregoing shall be on a reasonable, equitable and non-discriminatory basis.

D. Up to three (3) days of the sick leave referred to in this Article may be used for family illness; these three (3) days to come from the first twelve (12). Family illness is defined

as illness in the immediate family, that is, spouse, children, father, mother, parents-in-law, and any other member of the immediate household.

E. When absence exceeds the annual and/or accumulated sick leave, a deduction will be made on the basis of a day's salary for each sick day. A day's salary is defined at 1/200th of the annual salary for a ten-month employee and 1/250th of the annual salary for a twelve-month employee.

F. When an absence is found to be contrary to the provisions of the leave policy, the deduction of pay shall be based on the formula above. Three (3) days' absence without notification of the school authorities constitutes a breach of contract. Any person so charged with breach of contract shall have the right to show evidence of a lack of ability to notify proper authorities. Such evidence, if substantiated, may result in the waiver of the breach of contract and reinstatement immediately or as soon as is convenient. In the event such absence is caused by illness as defined above, annual and accumulated sick leave may be credited towards such absence, if available.

G. Upon retirement for service and age from a state-administered pension fund, an employee will receive supplemental retirement pension equal to one day's pay for each four days of accumulated sick leave not to exceed \$4,000 total compensation, effective July 1, 1988. Deferred retirement vesting is not to be considered retirement under this provision.

## **ARTICLE VII**

### **TEMPORARY LEAVES OF ABSENCE**

A. The Board will approve temporary leaves of absence with pay under the following

circumstances:

1. Three (3) days per year may be utilized for personal business, provided notification is made to the Superintendent at least two (2) days in advance, except in cases of emergency. In the event the day requested is contiguous to a holiday, weekend, vacation day or other recess period, the Superintendent may require a valid reason, in writing for his approval or rejection. Unused personal days will be credited toward accumulated sick leave.

2. Death in the immediate family, up to five (5) school days, will be granted as leave with pay. Immediate family is defined as mother, father, sister, brother, children, spouse, grandparents, and parents-in-law.

Up to three (3) school days will be granted as leave with pay in the case of son-in-law, daughter-in-law, brother-in-law, sister-in-law or any other member of the immediate household.

3. Other leaves of absence with pay may be granted by the Board for good reason, including legal proceedings.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.

## **ARTICLE VIII**

### **EXTENDED LEAVES OF ABSENCE**

A. The Board will approve extended leaves of absence without pay under the following circumstances:

1. Except where payment is required by law, military leaves required by

involuntary assignments due to duty with the Armed Forces, including National Guard and Reserve units during the school year will be granted, providing other arrangements cannot be made for such temporary service during school vacation.

B. Maternity Leave Without Pay:

1. (a) Maternity leave without pay shall commence on the date requested by the employee. The Board may, however, remove an employee from her duties during pregnancy if she is unable to produce a certificate from her physician stating that she is medically able to continue her duties. The employee shall produce such a certificate every month after the seventh month.

(b) The Board may refer the employee to its school physician for examination should it disagree with the opinion rendered by the employee's physician. Any disagreement between the Board's physician and the employee's physician shall be resolved by referral to a mutually agreed upon third physician, who shall be paid by the Board.

2. It is the intent of both parties that an employee return to a position within her certification as soon as she is physically able after the termination of her pregnancy. Within forty-five (45) days after the termination of pregnancy, unless the treating physician certifies that she is medically unable to perform her duties, the employee shall notify the Board of her intention to return within the same forty-five (45) day period to a position within her certification, or she shall request a Child-Rearing Leave as provided hereinafter.

The Board shall return the employee to a position within her certification within thirty (30) days after the date specified by the employee in her notice of intention to return to a position within her certification.

C. Child Rearing Leave Without Pay:

1. In addition to Maternity Leave, upon a non-tenure employee's request, the Board shall grant Child Rearing Leave for a term that extends from birth to the end of the employee's contract year.

2. In addition to Maternity Leave, upon a tenure employee's request, the Board shall grant Child Rearing Leave for a term that extends from birth to the end of the school year next following the school year in which the birth occurs.

3. In any event, if the employee on Child Rearing Leave requests that the leave terminate prior to the end of the school year, she shall notify the Board at least ninety (90) days prior to the desired termination of the leave at the time requested by the employee, or the Board may refuse such a request.

4. Any employee who receives de facto custody of an infant in an adoption proceeding shall receive Child Rearing Leave which shall commence upon the receipt of custody of the infant. Such leave shall be in accordance with the provisions of Paragraph C above.

D. Other leaves of absence without pay may be applied for in writing and answered within five (5) days of the Board meeting following the receipt of the request.

E. All extensions or renewals of leaves shall be applied for in writing and answered within five (5) days of the Board meeting following the receipt of the request.

**ARTICLE IX**

**SABBATICAL LEAVES**

A. A sabbatical leave may be granted to an employee by the Board for study in their



area of educational certification or for other reasons of value to the school system, subject to the following conditions:

1. Requests for sabbatical leave must be received by the Superintendent in writing, in such form as may be mutually agreed upon by the Association and the Superintendent, no later than February 1, and action must be taken on all such requests no later than April 15, of the school year preceding the school year for which the sabbatical leave is requested.

2. Sabbatical leave for study -- An employee holding a certificate who has served satisfactorily for a period of at least seven (7) years may be granted, with compensation, a leave of absence for study and observation for a minimum period of six (6) months and a maximum period not exceeding one year. Compensation for sabbaticals shall be one-half (1/2) of the scheduled salary which the employee would have received, had such leave not been granted. Any requesting employee must submit a planned program of study. The grantee of such leave shall be required to contract to serve the system for three (3) school years after the expiration termination of the sabbatical leave and shall be paid the scheduled salary that he would have received, had he not had a sabbatical leave. This salary placement, however, is to be granted only after a statement of the work pursued by the grantee at college has been submitted to and approved by the Superintendent of Schools.

The following activities will be considered appropriate:

- (a) Formal Graduate Study. A minimum of 16 points or credits per semester in the individual's own field of work or closely related field.
- (b) Writing of a Doctoral Thesis.

(c) Other activities as determined and approved by the Superintendent and Board.

3. Consideration of sabbatical leave requests and actions in connection thereof shall not be subject to the grievance procedure beyond the Board level.

## ARTICLE X

### INSURANCE PROTECTION

A. The Board agrees that it will provide individual and full family health-care insurance coverage for all employees of the Board whose regular assignments exceed twenty (20) hours per week, through the New Jersey Public and School Employees Health Benefits program, which shall include:

1. Blue Cross;
2. Blue Shield;
3. Major Medical; and
4. Rider "J".

B. Effective the 1990-91 school year, the Board's contribution towards a Dental Plan shall not exceed a total of \$425 per employee per school year. The premium in 1990-91 shall be used to provide for a family dental plan.

C. The Board shall request the carrier to provide to each employee a description of the health-care insurance coverage provided under this Article, no later than the beginning of each school year, which shall include a clear description of conditions and limits of coverage, as listed above.

D. The insurance referred to in this Article shall be available to all employees where

applicable, who are represented by the Association, except on leave of absence without pay. All eligibility for insurance shall be in accordance with the terms of the policies issued and responsibility of the Board shall be no greater than the terms of such policies of insurance as issued or applied. For the period of time covered by this Agreement, the Board shall not take steps to reduce the coverage provided by the above referred to insurance program.

E. The Board reserves the right to change insurance carriers, provided that such insurance coverage is equal to or better than that provided by the above insurance coverage. The Board will furnish the Association with reasonable notification of the change and information relative to the coverage under the new insurance carrier.

F. The Board agrees to provide each employee with \$5.00 co-pay Family Prescription Plan. The Plan includes a generic drug option of \$2.00 less co-pay and this generic option shall continue so long as the carrier offers same and at no additional cost to the District.

## **ARTICLE XI**

### **SALARY**

A. In the case of required jury duty, a supervisor shall be paid the difference between his regular pay and jury pay.

B. Supervisors shall be paid twenty (20) equal semi-monthly installments.

C. Supervisors planning to request a change in their status on the salary guide, must inform the Superintendent before February 15.

D. Salaries for supervisors shall be their appropriate placement on the teacher salary guide plus the following stipend:

1994-95	=	\$5,250
1995-96	=	\$5,500
1996-97	=	\$5,800

## **ARTICLE XII**

### **EDUCATIONAL IMPROVEMENT**

A. The Board agrees to pay the cost of tuition, at the N.J. State College state resident rate for up to nine (9) graduate credits per year per employee. The course work must receive prior approval from the Superintendent of Schools. Payment will be made when transcripts of completed course work, indicating grade of "B" or better, are presented to the Superintendent of Schools. Course work approved and taken for which traditional grades are not given shall be evaluated to the extent practicable on the same basis.

## **ARTICLE XIII**

### **DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 1994 and continue in effect until June 30, 1997 subject to the Association's right to negotiate over a successor Agreement as provided in Article II.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers, the date first set forth hereinabove.

ROSELLE SUPERVISORS ASSOCIATION

THE BOARD OF EDUCATION OF  
THE BOROUGH OF ROSELLE

By: Barbara Terese  
President

By: Stephen Grimsley  
President

ATTEST:

ATTEST:

Barbara Terese  
Secretary

John P. Longo  
Secretary

**SIDE BAR AGREEMENT BETWEEN  
BOARD OF EDUCATION OF THE BOROUGH OF ROSELLE  
-AND-  
ROSELLE SUPERVISORS ASSOCIATION**

It is agreed between the undersigned parties that, effective for the 1995-96 school year, all supervisors shall not be required to teach more than two (2) classes per school day. However, the Board retains the authority to assign supervisors to more than two (2) classes per school day in cases of last resort or under emergent or unusual circumstances.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers, this 13 day of January, 1995.

ROSELLE SUPERVISORS ASSOCIATION

THE BOARD OF EDUCATION OF  
THE BOROUGH OF ROSELLE

By: Barbara Senese  
President

By: Stefano Gremisley  
President

ATTEST:

ATTEST:

Barbara Senese  
Secretary

John A. Doyle  
Secretary