

AGREEMENT
Regarding

THE TERMS AND CONDITIONS OF EMPLOYMENT

Between

Ma^hwah T^ownship ~~THE~~ BOARD OF EDUCATION

and

THE MAHWAH ASSOCIATION OF SUPERVISORS AND COORDINATORS

of the

MAHWAH TOWNSHIP PUBLIC SCHOOLS

of

MAHWAH, NEW JERSEY.

July 1, 1980 - June 30, 1982

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ARTICLE I

Membership

In accordance with Chapter 303, Public Laws of 1968, the Board of Education hereby recognizes the Mahwah Association of Supervisors and Coordinators as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all supervisors and coordinators of instruction. The term unit member shall be used interchangeably with supervisor and coordinator.

ARTICLE II

Negotiation Procedure

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, and Chapter 123, Public Laws 1974, to reach agreement on all matters concerning the terms and conditions of supervisors' and coordinators' employment. Negotiations shall begin in accordance with the law.

ARTICLE III

Grievance Procedure

- A. Definition - The term "grievance" shall mean a claim that there has been an improper interpretation, application or violation of policies, agreements and administrative decisions which affect the unit member's terms and conditions of employment.

B. Procedure

1. Filing a grievance - A grievance may be filed by the Association on its own behalf or on behalf of any unit member. Grievances must be initiated at the lowest possible level. All time limits shall be determined by calendar days. The aggrieved person shall have the right to representation at all levels. Time limits may be altered if mutually agreed to by both parties.
2. If the Association or unit member fails to meet the time limits specified in this Agreement, the grievance shall be deemed resolved according to the status quo. If the party appealed to for determination at Level I, II, or III fails to respond within the specified time, the grievance shall be deemed moved to the next higher level.

Level I

The aggrieved person shall first present his/her grievance claim to the Assistant Superintendent within fifteen (15) days of its occurrence with the objective of resolving the grievance informally through discussion. If the matter is not resolved to the satisfaction of the grievant within fourteen (14) days of the discussion, the claim shall be presented in writing to the Assistant Superintendent within seven (7) days. The Assistant Superintendent shall communicate his/her decision in writing to the grievant within fourteen (14) days of receipt of the written grievance.

Level II

If the grievance is not resolved to the satisfaction of the aggrieved person, he/she may submit the grievance and any written response from the Assistant Superintendent to the Superintendent within ten (10) days. The Superintendent shall within ten (10) days of receipt of the grievance fix a time and place for a meeting with the aggrieved person. Said meeting shall take place no later than twenty (20) days after the receipt of the grievance. The Superintendent shall present a written determination of the grievance within seven (7) days of this meeting.

Level III

In the event that the grievance is not resolved to the satisfaction of the grievant, he/she may request a review by the Board of Education. Said request for review shall be made within ten (10) days of receipt of the Superintendent's determination. The Board of Education or a committee thereof

Level III (cont)

shall take the necessary steps to provide an opportunity for the aggrieved person to present his/her grievance. Said hearing shall be within twenty-one (21) days of the receipt of the grievance by the Board. The Board will make known its decision in writing within fourteen (14) days of the hearing.

Level IV

In the event the proceedings at the lower level fail to resolve the grievance, the grievant may submit the claim to arbitration under the Voluntary Labor Rules of the American Arbitration Association within twenty (20) days of receipt of the Board's decision. The parties agree that the arbitrator's decision shall be binding upon them. Any and all costs involved in the use of an arbitrator shall be equally shared between the Board and the Association.

ARTICLE IV

Benefits

Coordinators and supervisors shall receive the following benefits and conditions:

1. Insurances

- A. The Board shall provide the health care insurance protection designated herein. The Board shall pay the full premium for each unit member and his/her dependents under a Blue Cross-Blue Shield Plan. The Board shall also pay the full premium on (1) a major medical plan as sponsored by the Pension and Annuity Department of the N. J. State Department of Education and hereafter referred to as the State Plan. (2) Rider J portion of Blue Cross-Blue Shield for the unit member and his/her family. The following condition shall apply to the major medical and Rider J plans: Upon inception of the major medical and Blue Cross-Blue Shield Rider J programs, spouses of Mahwah Public School employees presently covered by major medical and/or Blue Cross-Blue Shield Rider J plans are ineligible for Board coverage under the plan.

- B. For each unit member who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums, as agreed upon above, to provide insurance coverage for the full twelve-(12) month period commencing September first and ending August 31. Premiums in behalf of the unit member shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- C. Provisions shall be made for allowing unit members to join an income protection plan, at their own expense, under the group rate with Washington National.
- D. The Board shall provide a \$2,000 term life insurance policy for every unit member.
- E. As of the beginning of the 1972-73 school year, and for the duration of this Agreement, the Board shall pay the full permium for a dental plan for each unit member and his/her dependents.

2. Annual Physical Examination

Unit members may use up to \$165 per year for a yearly physical examination paid by the Board of Education. If the member chooses not to have a complete physical, the member shall follow state regulation relative to a Tine test.

3. Reimbursement of Tuition

Reimbursement of tuition costs for college graduate courses shall be up to a maximum of \$350 for six college credits, with the approval of the Superintendent.

4. Annual Sick Leave

- A. Annual sick leave shall be one day for each month of employment during a contract year. Sick leave days shall be cumulative. Unit members terminating their contract will be reimbursed at the rate of one-third day's salary at the previous year's salary for up to a maximum of 230 accumulated days.
- B. Additional sick leave may be granted at the Board's discretion for individual cases of extended illness after regular sick leave time has been exhausted.
- C. Any absence for illness beyond five consecutive days shall be attested to by a physician or other attending specialist.

5. Personal Leave

A. Temporary

Unit members shall be granted days for personal use as needed and as approved by the Superintendent.

B. Extended

1. Unit members may be granted unpaid extended leaves by agreement with the Board of Education,
2. All benefits to which a unit member was entitled at the time of this leave of absence commenced shall be restored upon returning to the same position.

6. Holidays

Unit members may be excused from attendance whenever schools are not in session except when special meetings are called by the Superintendent.

7. Credit for Courses

Unit members shall have recorded in their personal files successful completion of in-service and graduate college courses which are approved by the Superintendent.

8. Separation from Service Due to Death

Upon the decease of a unit member, accrued benefits will be paid to the designated beneficiary. These shall include payment for one-third accumulated sick leave, vacation days due during the contract year and salary to the end of the bi-monthly pay period.

9. Reimbursement for Business Mileage

Coordinators and supervisors shall be reimbursed upon submission of a voucher, which is approved by the Assistant Superintendent. They will receive twenty cents (20¢) per mile for the use of their cars in the performance of duties within or outside of the district.

ARTICLE V

Work Year

The work year for each year of the Agreement shall be from September first through June 30. Any unit member required to work beyond his/her scheduled work year shall be reimbursed on a per diem basis on his/her base pay. The Supervisor of Curriculum shall be an 11-month appointment.

ARTICLE VI

Assignments

All unit members shall be given notice of their reemployment and assignment by March 31 of each year.

ARTICLE VII

Deductions from Salary

The Board agrees to deduct from the salaries of its unit members dues for the National Education Association memberships, provided such requests are made prior to September first of the contract year.

ARTICLE VIII

Evaluation

1. Each unit member will meet with an administrative supervisor by October 15 each year to discuss those areas of their job description which need particular emphasis during the school year.
2. Each unit member shall be evaluated according to the law (6:3-1.21, or as most recently amended).

ARTICLE IX

Salary provision shall be continued in Schedule A.

ARTICLE X

Miscellaneous Provisions

- A. This Agreement constitutes Board policy for the term of said Agreement. All parties represented by the Board and the Association shall carry out the commitments contained herein.
- B. If any provision of this Agreement or any application 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.
- C. The Board and the Association agree that there shall be no discrimination in the application of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- D. Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed and presented to the chairperson of the Mahwah Association of Supervisors and Coordinators.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter.

ARTICLE XI

THIS AGREEMENT IS MADE AND ENTERED INTO on this _____ day of _____, _____, by and between the MAHWAH BOARD OF EDUCATION, (hereinafter referred to as the "Board") and the MAHWAH ASSOCIATION OF SUPERVISORS AND COORDINATORS, (hereinafter referred to as the "Association") and continues through June 30, 1982.

Mahwah Association of Supervisors and Coordinators

Mahwah Board of Education

By _____
Chairperson

By _____
President

By _____
Chairperson

By _____
Secretary

Dated this _____ day of _____, 1980.

SCHEDULE A

Unit members will receive the same percent salary increase for the 1980-82 school years as the teachers and will retain their appropriate step and column on the teacher's salary guide.

The stipend presently received by each unit member shall be increased by 8½% in the 1980-81 school year and 9% in the 1981-82 school year.