

Contract no. 1481

T

INSTITUTIONAL MANAGEMENT
SEP 2 1991
RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION

of

THE PASCACK VALLEY REGIONAL HIGH SCHOOL DISTRICT

and

THE PASCACK VALLEY REGIONAL SUPERVISORS ASSOCIATION

for the period

JULY 1, 1991 TO JUNE 30, 1994

This agreement is entered into this 2nd day of June, 1991 by and between the Pascack Valley Regional Board of Education, hereinafter called the "Board" and the Pascack Valley Regional Supervisors Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for the Supervisors of Instruction, hereinafter called "SOI," but excluding all other employees of the Board of Education.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into discussions over a successor agreement in accordance with PL 123, 1974, prior to October 1 of the calendar year preceding the calendar year in which this agreement expires.

ARTICLE III

GRIEVANCE PROCEDURE

A. POLICY

The Board hereby declares as a statement of policy that any employee invoking a Grievance Procedure herein set forth shall be free from any prejudicial or punitive action by reason of invoking such procedure.

Further all documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

B. DEFINITIONS

1. **Grievance**

A Grievance is a claim by an employee or the Association based upon the application or violation of this agreement, policies, or administrative decisions involving a term or condition of employment of an employee or group of employees.

2. **Grievant**

A grievant is the person or persons making the claim or on whose behalf the Association is making the claim.

3. The term "Grievance" shall not apply to any matter as to which (1) a method of review is prescribed by law, or by any rule, regulation or by law of the Commissioner of Education or of the State Board of Education having the force or effect of law; or (2) in cases where the Board of Education is without authority to act; or (3) the failure or refusal of the Board of Education to offer a contract to a probationary employee.

C. PURPOSE

The purpose of this procedure is to resolve disputes that arise involving the terms and conditions of employment covered by 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.

D. PROCEDURE

1. Time Limits

The number of days indicated at each level is the maximum and every effort should be made to expedite the process. The time limits specified may, however, be modified by written mutual agreement.

2. Limitations of Filing

A grievance shall be initiated at Level One of the procedure within thirty (30) days of the occurrence of an event which gives rise to a grievance. Failure to act within said thirty (30) calendar day period shall be deemed to constitute an abandonment of the grievance.

3. Level One - Immediate Supervisor

The grievant shall first discuss it with his immediate supervisor (or principal if applicable) either directly, or through the Association's designated representative within five (5) working days after the filing date or the actual grievance as outlined in Section D Paragraph 2 in an attempt to resolve the matter informally at that level.

4. Level Two - Building Principal

If the grievance is not resolved informally to the satisfaction of the grievant, then the grievant shall file the grievance in writing with the Building Principal within five (5) working days after the Supervisor's response. The Building Principal shall respond in writing within five (5) work days of receipt of the grievance.

5. Level Three - Superintendent of Schools

If the grievant is not satisfied with the disposition of his or her grievance at Level Two, he or she may file the grievance, in writing, with the Superintendent of Schools within five (5) working days of receipt of the response from the Building Principal. The Superintendent of Schools shall respond in writing within five (5) working days of receipt of the grievance.

6. Level Four - Board of Education

If the grievant is not satisfied with the disposition of his or her

grievance at Level Three, he or she may, within five (5) working days after a decision by the Superintendent, file the grievance in writing with the Secretary of the Board of Education. The Board of Education shall review the grievance at its next regular meeting, and all parties who have been involved at any stage of the procedure shall have the right to be heard. The Board of Education shall render a decision in writing within thirty (30) days of the hearing.

7. Level Five - Arbitration

(a) If the grievant is not satisfied with the disposition of the grievance at Level Four, he or she may, within five (5) working days after the decision by the Board of Education, request in writing that the Association submit the grievance to Arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to Arbitration within five (5) working days after receipt of a request by the grievant.

(b) Within ten (10) work days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. 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.

(c) The arbitrator shall be limited to the issues submitted to him/her and shall not add to, subtract from, or modify the terms of the agreement. The only grievances which may be arbitrated are those alleging that there has been a violation of the express, written terms of the locally negotiated agreement. The arbitrator shall not have the authority to rule on grievances which concern the interpretation, application or alleged violation of the Board policies and administrative decisions affecting terms and conditions of employment, or of statutes and regulations setting terms and conditions of employment.

(d) Arbitration meeting will be held at times other than the regular school day.

(e) Each party shall pay its own costs for arbitration preparation. The parties shall share equally the fee and expenses of the arbitrator and arbitration proceedings.

E. Right to Representation

At any state of the grievance procedure, the aggrieved employee shall have the right to summon and have present witnesses on his/her behalf. The aggrieved employee shall have the right to be represented by counsel and to have speak on his/her behalf a representative of the Association. The right to participate in cross examination and/or argument on behalf of the aggrieved employee shall be limited to one person.

Nothing contained herein this procedure shall be deemed to require any employee to become a member of any organization and any employee shall be entitled to a hearing under this procedure whether a member of any organization or not.

ARTICLE IV

SUPERVISORS RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws 1974, the parties hereby agree that every employee covered by this Agreement shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other lawful concerted activities for mutual aid and protection, or to refrain from doing so.

B. Statutory Savings Clause

If any provision of the Agreement or any application of the 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. Required Meetings or Hearings

Whenever any SOI is required to appear before the Board, or any committee or member thereof concerning any matter that could result in the termination of employment of that SOI, he or she shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and shall have the right to have a representative of the Association and/or attorney present to advise and represent the SOI during such meeting or interview.

D. Complaints Regarding a SOI

No complaint shall become part of an evaluation unless made in writing and unless within a reasonable time of its receipt, the SOI is given notice of the complaint, is furnished a copy thereof, and is given an opportunity to submit a rebuttal, and unless an investigation has been made to determine the validity of the complaint.

E. Personnel Files

1. No material derogatory to a SOI's conduct, service, character or personality, shall be placed in the SOI's personnel file unless the SOI has had an opportunity to review the material as may have been received in connection with the application for employment of the SOI. The SOI shall acknowledge that there has been the opportunity to review such material by signing the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents or consent to

its inclusion in the SOI's file. The SOI shall have the right to append a written reply to such material.

2. The Board shall not establish any separate personnel file unless it is available for the SOI's inspection, with the exception of personal references solicited by the Board at the time of employment.

a. This provision shall not limit the Board's right to establish personnel files as may be required in then operation of the school system, with the understanding that such files will be available for the SOI's inspection.

b. SOI's shall have the right, upon reasonable request, to review the contents of these personnel files in the presence of a person authorized by the Board. After an initial review of personnel files, a SOI may request a second review of the files accompanied by a representative of the Association, in the presence of the Superintendent or the designee of the Superintendent.

F. Non Discrimination

The Board and the Association agree that there shall be no discrimination in the policies and practices of the District in the areas of race, creed, age or sex. Said policy of non discrimination shall be in accordance with Title VI and Title IX and any other applicable State and Federal Legislation.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time all public information concerning the financial resources of the district.

B. Released Time for Meetings

Whenever any member of the Association is required to participate during working hours in negotiations, grievance proceedings, conferences or meetings, scheduled by mutual agreement between the parties and with knowledge of his or her Immediately Responsible Administrator he or she shall suffer no loss in pay and/or benefits.

ARTICLE VI

EVALUATION

A. Rules for evaluation of SOIs shall be adopted by the Board of Education. The SOIs will be consulted by the Superintendent in preparing recommendations to the Board.

B. Evaluation Procedures**1. Copies of Reports**

Each SOI shall be given the right to sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to the SOI. No written evaluation may become part of a SOI's personnel file unless the SOI has been given the opportunity to sign the evaluation. Each SOI shall receive a copy of each written evaluation.

2. Right of SOI to Respond

A conference shall be arranged between the evaluator and the SOI as soon as possible after receipt of the written evaluation by the SOI. At such time, the SOI is entitled to have his or her response to the evaluation heard and appended to the evaluation report.

C. Notice of Contract Renewal

Each non-tenured SOI shall receive written notice in accordance with State Law as to whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

ARTICLE VII**A. School Calendar**

Representatives of this Association shall be consulted in the formation of the school calendar prior to its being adopted by the Board of Education.

B. SOI School Year

The basic in-school work year for SOIs will be for a period not to exceed 190 days for ten-month personnel. These additional days beyond the in-school work year for the teaching staff will be devoted to projects, training, meetings, seminars, reports, or other work individually or collectively performed, and relating to the duties and responsibilities of the SOIs.

The additional work days may be required by the Board subject to the following conditions:

- (1) The work to be performed will be determined in response to needs perceived by the Board and/or the Administrative/Supervisory Team.
- (2) The additional work days will be the working days following the end of the basic in-school work year.
- (3) The Board will provide at least ninety (90) calendar days notice of the additional work days required, together with a brief description of the specific work to be performed by the SOIs.

ARTICLE VIII - TEACHING LOAD

- A. A SOI shall not be required to teach more than three (3) classes per day. Under extraordinary circumstances and after a thorough investigation and evaluation of all viable alternatives by the supervisor and administrator, those individuals having District supervisory responsibility may be required to teach a class.
- B. When Supervisors of Instruction cover or are assigned to cover a teaching situation which would ordinarily require a substitute, such SOI shall be recompensed at the rate of \$15 per class period.
- C. A SOI shall not be assigned a homeroom, a study hall, corridor duty, outside patrol duty, cafeteria duty, or any other non-instructional duty on a regular basis, but only in cases involving unusual circumstances or emergency.

ARTICLE IX - HEALTH BENEFITS

A. Full Health-Care Coverage

As of the beginning of the 1978-79 school year, the Board shall provide the health-care insurance protection through the New Jersey State Health Benefit program. The Board shall pay the full premium for each SOI and for the SOI's family.

1. Provisions of Coverage

- a. Provisions of the health-care coverage will be those of the New Jersey State Health Benefit Program, or their equivalent.
- b. Paid family Dental Plan, equivalent to the Teachers' shall be provided beginning with the 1981-82 contract.

2. Carriers

After consultation with the Association, the Board has the right to choose an insurance carrier, provided that the benefits and coverage are at least equivalent to the benefits and coverage which presently exists.

3. Complete Annual Coverage

For each SOI who remains in the employ of the Board for the full school year, the Board shall make payment of Health Care Insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the SOI shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

B. Description of SOI

Whenever material is made available by the carriers describing the provisions of the policies and such material is made available to the Board, the Board shall in turn, distribute said materials to the SOI.

ARTICLE X - SICK LEAVE**A. Eligibility**

Any ten-month SOI in the school district shall be eligible for ten sick days during the SOI contract period.

Any SOI, who has been employed continuously for a period of ten (10) years shall be eligible for twelve (12) sick leave days per contract year.

B. Definition

Sick leave is hereby defined to mean the absence from his or her post of duty of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the District's medical authorities on account of contagious disease or of being quarantined for such a disease in his or her immediate household.

C. Cumulative

When a SOI uses less than the allotted number of sick leave days during a contract period, the number of such unused days is cumulative. These accumulated sick leave days shall be added to those previously accumulated in the district before October 1, 1978. Such cumulative days shall be credited as additional days beyond the regular allotted days for any one year. Cumulative sick leave is not transferable when a SOI enters the employment of the school district.

A statement listing the total amount of cumulative unused sick leave credited is to be submitted to each SOI at the beginning of each school year by the Board Secretary.

If an SOI who forfeits or discontinues a contract for any reason has expended the sick leave and takes additional sick leave before the contract is forfeited, the Board may deduct from the SOI's terminal pay check, reimbursement for the days missed in excess of allowable sick leave.

D. Extension of Coverage

Whenever an SOI is granted Sick Leave, with pay, by the Board, the basic health insurance coverages shall be paid by the Board. Such payment shall be made during the period of such Sick Leave for a maximum of twelve (12) months. If the SOI is granted Sick Leave, without pay, the SOI may continue coverage under the health benefit program at Board expense for a maximum of three (3) months. At the expiration of the three-month period, coverage may continue if the SOI elects to pay the required

premiums directly to the Board at group rates for an additional nine months.

E. Extended Sick Leave

When a SOI's absence exceeds the annual and accumulated Sick Leave, the Board may pay any SOI each day's salary less the pay of a substitute, for a reasonable length of time, as may be determined in each individual case by the Board and Superintendent.

F. Payment for Unused Sick Leave

Any supervisor, 55 years of age or older, who retires according to the provisions of the TPAF in order to receive immediate benefits and not merely 'deferred retirement' and who has 20 years of service in the Pascack Valley Regional High School District shall be eligible for payment for unused sick leave according to the following formula:

- a. A supervisor must notify the Board of Education of intention to retire at least six (6) full months prior to the retirement date of June 30.
- b. Qualifying days are all sick days accumulated within the district in excess of 25 days.
- c. The Board of Education will pay \$75 for each qualifying day.
- d. The total amount paid to any one Supervisor shall not exceed \$15,000.

ARTICLE XI - PERSONAL LEAVE

A. Number of Days

Five (5) days personal leave shall be allowed with pay for each ten-month SOI per year.

Prior approval in writing, on the appropriate form, should be obtained whenever possible, at least 24 hours before the leave is to occur. Application should be made through the line of communication to the Superintendent.

This policy shall cover all absences not chargeable to sick leave or professional leave. These reasons include absences for death, illness in the immediate family, presentation of a degree, religious holidays, court appearances, any emergency situation, or personal business which cannot be handled outside of school hours and by any other member of the family.

B. Partial Days

When a SOI is on personal leave for less than half of the normal working day, it will be considered one-half day of personal leave. More than one-half day's absence will be considered a full day of personal leave.

C. Miscellaneous

No unused personal leave days shall be cumulative for use in another year.

Every absence must be reported in writing on the Employee's Absence Form on returning to work.

D. Bereavement Leave

Bereavement leave will be allowed with pay for up to five (5) days per year for each SOI for death of members of the SOI's immediate family. The SOI's immediate family is defined as mother, father, spouse, grandparents, sister, brother, mother-in-law, father-in-law, brother-in-law, sister-in-law, and children. In case of death of other member of the household of a SOI not listed above, who might be considered an equivalent to member of the immediate family, leave may be granted on the judgement of the Superintendent. In such cases, the decision of the Superintendent shall be final. Notice of the period of absence should be given to the Immediately Responsible Administrator to the extent possible.

ARTICLE XII

A. Professional Courses

The Board may from time to time recommend or require certain courses, workshops, seminars, conferences, in-service training sessions or other such sessions for the purpose of improving supervisory or teaching capabilities of the SOI's.

The Board agrees to pay the full cost of tuition and other reasonable expenses incurred in connection with the above.

In addition, Supervisor of Instruction initiated courses in the areas of supervision, curriculum, and subject discipline shall be reimbursed at the rate of 75% of the cost of tuition, laboratory fees and books. Total reimbursement in any year shall not exceed \$3,000 and any unused funds shall not carry forward to subsequent years.

All courses shall have had the approval of the Superintendent prior to enrollment by the Supervisor of Instruction.

B. Supervisors' Development Fund

There shall be established a Supervisors' Development Fund of \$2,000 per year to provide fiscal support for curriculum projects proposed by members of the Supervisory group. Unused funds shall not carry forward to subsequent years.

Proposals submitted by the Supervisors shall be acted upon by the Principals and Superintendent. The Board of Education shall approve or disapprove all recommended proposals.

ARTICLE XIII

DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of the SOIs dues for any one or a combination of associations as said SOIs individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 NJ Public Laws of 1969 (NJSA 52:14-159e) and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.

2. Each of the associations shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Annuity Program

Whenever the Association indicates a desire to participate in an annuity program in accordance with the provisions of R.R. 18A66-127, the Board shall participate on behalf of the employees in said program provided, however, that there shall be no more than two plans covering such annuity programs, which plans shall be agreed upon mutually between the parties.

ARTICLE XIV - SALARY SCHEDULE

Salaries shall be as specified on Exhibit I, attached hereto.

ARTICLE XV - BOARD RIGHTS

The Board reserves to itself sole jurisdiction, authority and responsibility over matters of policy and retains the rights: (a) to direct employees of the school district; (b) to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided); (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

EXHIBIT ISALARY SCHEDULE1991-1992

Step 1	\$70,563
Step 2	\$72,077
Step 3	\$73,592

1992-1993

Step 1	\$75,933
Step 2	\$77,447
Step 3	\$78,962

1993-1994

Step 1	\$81,233
Step 2	\$82,747
Step 3	\$84,262

ARTICLE XVI - FULLY BARGAINED CLAUSE

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of 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 contemplations of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII

A. Duration Period

This agreement shall be effective as of July 1, 1991, and shall continue in effect until June 30, 1994. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status of Incorporation

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

PASCACK VALLEY REGIONAL SUPERVISORS ASSOCIATION

James D. Becker
President

Charles Binder
Secretary

PASCACK VALLEY REGIONAL BOARD OF EDUCATION

Susan Ginsberg
President

Patricia J. Graninetti
Secretary