

**AGREEMENT**

**BETWEEN**

**SOUTH BRUNSWICK SUPERVISORS ASSOCIATION**

**and**

**THE SOUTH BRUNSWICK BOARD OF EDUCATION**

**July 1, 1993**

**through**

**June 30, 1996**

**ARTICLE I**  
**MEMBERSHIP**

**A. Unit Membership**

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the South Brunswick Supervisors Association, hereinafter known as "the Association", as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all employees titled instructional supervisor and any new supervisory title which shall be established by the Board, whether under contract, on leave, on a per diem basis, employed, or to be employed by the South Brunswick Board of Education, hereinafter known as "the Board".

**B. Definitions**

For the purpose of clarity, terms crucial to the interpretation of this contract are listed below

1. **Employee** - When used hereinafter in this Agreement, this term shall refer to all professional supervisory employees represented by the Association in the negotiating unit as above defined, and references to **males** shall include **females**.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**A. Definition**

A "grievance" is a claim by a Supervisor or a representative of a supervisor that involves the appeal of an administrator's interpretation, application or alleged violation of policies and agreements; and/or administrative decisions affecting the supervisor. As used in this definition, the term "supervisors" shall mean also a group of supervisors having the same grievance.

**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. Rights of the Aggrieved**

Any individual supervisor represented by the association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her own appeal. He/she shall have the right to present his/her own appeal or designate a representative of the Association, or other persons of his/her own choosing to appear with him/her at any step in the grievance procedure. Whenever he/she chooses to have the persons appear with him/her, a representative of the Association will have the option of being present.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**D. Grievance Notification**

The Association shall be notified in advance of any grievance meeting which involves a supervisor who has chosen to be represented by the Association in that grievance.

**E. Procedure**

**1. Conditions**

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limit shall permit the aggrieved supervisor to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified limits shall constitute acceptance of the decision rendered at that step. The time limits specified may be extended or reduced by mutual agreement of the parties involved at any level of the procedure.
- b. During and notwithstanding the pendency of any grievance, supervisors shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- c. All meetings and hearings under this procedure shall be conducted in private and shall include only the parties in interest and their designated or selected representatives.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**E. Procedure**

**2. Level One**

- a. A Supervisor with a grievance shall first discuss it with his/her building principal within thirty (30) calendar days of its occurrence. The supervisor shall state at the outset that he/she is initiating Level One of the grievance procedure.
- b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the supervisor within five (5) school days, he/she shall set forth his/her grievance in writing to their principal specifying
  1. The nature of the grievance;
  2. the nature and extent of the injury, loss or inconvenience;
  3. the result of the previous discussion;
  4. his/her dissatisfaction with decisions previously rendered;
  5. the remedy sought.
- c. The principal shall communicate his decision to the supervisor in writing within three (3) school days of receipt of the written grievance.
- d. A copy of every grievance, written statement of its resolution and relevant supporting documents shall be forwarded to the Superintendent of Schools by the building principal.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**5. Arbitration**

- a. If the decision of the Board does not resolve the grievance to the satisfaction of the supervisor and the supervisor wishes a review by an arbitrator, he/she shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision, except in the case of a grievance involving any of the following points
  - (1) Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education or any matter which according to law is either
    - (a) beyond the scope of Board authority or
    - (b) limited to action by the Board alone.
  - (2) A complaint of a non-tenured supervisor which arises by reason of his/her not being reemployed.
  - (3) A complaint of a supervisor in a non-tenured position which is made solely by reason of his/her not being employed, reemployed, retained, or continued in his/her position.
- b. The following procedure will be used to secure the services of an arbitrator

## **ARTICLE IV**

### **A. Rights and Protection in Representation**

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a fully elected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States that it shall not discriminate against any supervisory employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association; his participation in any activities of the Association; collective negotiations with the Board; or his institution of any grievance; complaint or proceeding under this Agreement, or otherwise with respect to any terms or conditions of employment.

## **ARTICLE VI**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

#### **A. Information**

The Board agrees that the Association shall have access to all available information concerning the financial resources of the district together with information which may be necessary for the Association to process any grievance. The Board shall provide such data in a reasonably prompt manner. In most cases, this shall not exceed two full weeks from the date of the association request.

#### **B. Released Time for Meetings**

Whenever any member of the association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay and/or benefits.

#### **C. Use of School Buildings**

Representatives of the association shall be permitted to transact official association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, and that prior approval is received from the building principal.



**ARTICLE VI**  
**ASSOCIATION RIGHTS AND PRIVILEGES**

**F. Agency Shop**

**1. Purpose of Fee**

If any employee does not become a member of the association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this agreement, said employee will be required to pay a representation fee to the association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the association as majority representative. A list of such employees shall be supplied to the Board by the association.

**2. Amount of Fee-Notification**

Prior to the beginning of each membership year, the association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the association to its members for that membership year. The representation fee to be paid by non-members will be 85% of that amount.

**3. Termination of Employment**

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the association has received the full amount of the representation fee, no further payment will be required.

**ARTICLE VII  
EVALUATION**

**A. Right to Full Knowledge**

The Board of Education and Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgement of his supervisor respecting the effectiveness of his performance and that, further, he is entitled to receive such recommendations that will assist him in increasing the effectiveness of his performance.

**B. Frequency of Review**

Evaluation of tenured or non-tenured supervisory staff shall follow the procedures as required by law. The Superintendent may establish procedures which exceed the legal requirement.

**C. Evaluation Procedures**

**1. Copies of Reports**

Each employee shall sign all copies of each written evaluation, attesting to the fact that the contents of the evaluation are known to him. No written evaluation may become part of an employee's personnel file without the employee's signature. Further, each employee shall receive a copy of each written evaluation.

**ARTICLE VIII**  
**LEAVES OF ABSENCE**

**A. Sick Leave**

1.
  - A. Supervisors shall be granted ten (10) days of sick leave per year. Any unused sick leave shall be accumulative.
  - B. Bargaining unit members newly employed after the beginning of any school year shall, at the time of employment, be credited with sick leave at the rate of one (1) day for each month or portion of a month remaining in the school year. Any portion of a month shall be considered as a full month.
  - C. In no event shall a supervisor be eligible to accumulate more than ten (10) additional sick leave days in any one (1) academic year.
2. Employees who lose time due to an injury inflicted by a student or due to an injury suffered while quelling a disturbance shall not have time charged against accumulated sick leave.
3. Any employee who has completed fifteen (15) years of service in South Brunswick, will receive upon retirement from the district, payment for sick days accumulated in South Brunswick. Payment for unused accumulated sick leave will be 50% of the eligible days at the rate of \$50.00 per day.

## **ARTICLE VIII**

### **LEAVES OF ABSENCE**

#### **B. Extended Disability Leave**

##### **2. Eligibility**

- c. Benefits shall not be available to any supervisor who submits his/her resignation in writing prior to the start of his/her total disability.
- d. Benefits to a supervisor whose services are to be terminated by a specific date, for whatever reason, and whose total disability preceeded the notice of termination of such services, shall be paid only to the date of such termination provided the supervisor is totally disabled at that time.
- e. A recurrence of the same disability within one hundred and eighty (180) days of discontinuance of benefits shall be considered a continuation of the original disability.

##### **3. Benefits**

- a. A supervisor becomes eligible for payment under this Section: only after using one hundred (100%) percent of available accumulated sick leave days or waiting thirty (30) calendar days after the onset of the disability, whichever is longer.

## **ARTICLE VIII**

### **LEAVES OF ABSENCE**

#### **B. Extended Disability**

##### **3. Benefits**

- d. In no case shall benefits be payable concurrently with payments received by a supervisor for retirement under the Social Security Program or any state employees' or teachers' pension plan.
- e. Benefits under this program shall be reduced by the amount of any Worker's Compensation payments and by disability payments under Social Security. The supervisor shall be required to apply for such payments, if potentially eligible.
- f. Once disability eligibility begins under this Article and if a supervisor is eligible for Social Security disability payments his or her payments under this section shall not be further reduced by any cost-of-living increases under the Social Security Act.

##### **4. Exclusion of Benefits**

- a. Benefits shall not be payable for a disability resulting from:
  - (1) Disease or bodily injury willfully and intentionally self-inflicted.

**ARTICLE IX**  
**TEMPORARY LEAVES OF ABSENCE**

Supervisors shall be entitled to the following temporary non-accumulative leaves of absence:

**A.. Personal Leave**

1. Two (2) days or four (4) half-days personal leave per year with pay.
2. Supervisors newly-hired on or after February 1st shall receive one (1) day or two (2) half-days of personal leave.
3. Unused personal leave days for each year shall be converted to sick days and added to the supervisor's accumulated sick leave at the end of each school year. Additional days of absence, with the deduction of a substitute's salary, may be granted upon approval by the Superintendent for unusual or extenuating circumstances. The Association acknowledges that a supervisor's primary responsibility is to the students of the school district. Should the need arise to take a personal day, the supervisor shall consider the educational impact of his/her absence on the students.

**B. Absence for Death**

A leave of three (3) days without loss of salary shall be granted supervisors for death in the immediate family.

1. Three (3) days leave of absence with pay will be granted upon request when death occurs in the immediate family. Immediate family is defined to include spouse, children, brother or sister of the supervisor's parents or grandparents of supervisor or spouse.

## **ARTICLE IX**

### **TEMPORARY LEAVES OF ABSENCE**

#### **E. Job Connected Injury**

Supervisors absent due to a job connected injury shall be entitled to full salary for each week of absence up to one (1) calendar year without such absence charged against his/her accumulated sick leave. Such salary shall be paid for absence during the waiting period and during the period the supervisor received or was eligible to receive temporary disability benefits under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary paid or payable to the supervisor pursuant to this section shall be reduced by the amount of any workers compensation award made for temporary disability.

**ARTICLE X**  
**EXTENDED LEAVES OF ABSENCE**

**C Child Rearing Leave**

3. Child-rearing leave shall be granted to tenured supervisors for the balance of the school year (concluding June 30) in which the child is born and for two (2) additional school years. The tenured supervisor shall state whether he or she desires a leave solely for the balance of the school year in which the child is born or for an additional school year.
4. A supervisor who is on child-rearing leave under the provisions of C.3. may apply for an additional full school year of such leave. Application shall be made on the child-rearing leave form provided by the Board and shall be received by the Superintendent no later than the April 1st prior to the termination of the leave granted under C.3.
5. Any supervisor adopting a child shall be granted a child-rearing leave in conformity with the provisions of C.3. which shall commence upon the date such supervisor obtains custody of the child. Since such date of custody cannot be predicted in all cases, notices shall be given to the Superintendent at least sixty (60) days prior to the anticipated date of custody if possible, and if not, as soon as practicable. An extension of child-rearing leave may be made under the provision of C.4.



**ARTICLE X**  
**EXTENDED LEAVES OF ABSENCE**

**C. Child Rearing Leave**

9. The Board of Education shall pay the cost of medical insurance for tenured supervisors three (3) months following the start of the leave or for one (1) following the birth, whichever occurs first.

## **ARTICLE XI**

### **SABBATICAL LEAVE**

#### **C Eligibility**

Any professional staff member under contract with the Board of Education, who has been employed for seven (7) or more years in the school district shall be eligible to make application.

#### **D. Application Procedure**

The applicant shall submit application for sabbatical leave on or before January 1st of the school year preceeding the possible leave. Receipt of applications shall be acknowledged by the Superintendent of Schools within seven (7) calendar days after their receipt.

#### **E Form of Application**

Application shall be concise and shall state:

1. Rationale or goals which the person intends to achieve.
2. Need of the school system or need of the individual to undertake the sabbatical.
3. Plan for achieving the goal or goals set forth.
4. Plans for implementing the findings and/or disseminating information upon return.

**SECTION XII**  
**WORK YEAR**

The work year for employees shall consist of one hundred ninety-five (195) days. Days worked which are not days when school is in session shall be reported to the building principal. Days which are worked beyond the 195 as approved and budgeted by the Superintendent will be paid by voucher at the rate of 1/200 of the yearly salary.

## **ARTICLE XIV**

### **ASSIGNMENTS**

Supervisors evaluating seven or more staff members will be assigned no more than two teaching periods. Supervisors evaluating five or six staff members will be assigned no more than three teaching periods. The teaching assignment for supervisors evaluating less than five staff members will be determined by the principal.

**ARTICLE XVI  
HEALTH BENEFITS**

- A. During the term of this agreement all supervisors and their eligible dependents will receive the following benefits:
1. Blue Cross/Blue Shield, Rider J. and Major Medical benefits through N.J. State Employees Health Benefits program.
  2. Dental insurance for supervisor only through the N.J. Dental Service Plan with a \$25.00 deductible.
  3. Blue Cross Pharmacy Plan-Effective July 1, 1993 the prescription co-pay for brand name is \$5, generic \$3 and \$0 mail order.
- B. There shall be a single/full family dental plan. Unless and until a change is negotiated by the parties, the Board's maximum contribution to the family dental plan shall not exceed \$500 over the single plan cost per enrolled unit member per year. If the cost of the insurance exceeds the per enrolled unit member cost of \$500 plus the single plan cost, the additional cost shall be borne by the supervisors covered by the family plan.
- C. Effective July 1, 1993, unit members whose official employment commences on or after July 1, 1993, shall be covered by single prescription and dental insurance for the first three (3) years of employment. Said unit members may buy into other enrollment levels.
- D. 1. Effective January 1, 1986, an employee retiring from the District shall be eligible to purchase existing

**ARTICLE XVII**

**SALARY**

Newly hired supervisors not listed on the scattergram shall have their salary determined for the life of the contract as follows:

Teachers salary + \$5300 \* 1.05.

**SUPERVISORS' SALARY GUIDE**

<u>NAME</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
C. Chrabaszc	\$67,212	\$70,336	\$73,588
D. Duttry	\$67,212	\$70,336	\$73,588
J. Guthrie	\$68,352	\$71,476	\$74,728
D. Kramp	\$68,352	\$71,476	\$74,728
C. Mandy	\$66,373	\$69,497	\$72,749
L. Ray	\$66,787	\$69,911	\$73,163
P. Sears	\$51,346	\$57,146	\$62,446
B. Shaver	\$68,889	\$72,013	\$75,265
E. Shoeman	\$68,352	\$71,476	\$74,728
L. Witten	\$51,855	\$57,155	\$62,455
P. Wullschleger	\$68,352	\$71,476	\$74,728

## **ARTICLE XVII**

### **SALARY**

#### **B. Change of Degree**

- e. Graduate courses taken by a supervisor, who was hired on or after July 1, 1985, which are necessary to obtain a certification to maintain a position may not be counted toward degree credit. Graduate courses taken for other certifications are governed by a. through c. above.
- f. For supervisors hired after July 1, 1985, only applicable graduate credits earned after the last degree level was attained may be used for degree credit.

**ARTICLE XIX**  
**DEDUCTIONS FROM SALARY**

**A. Tax Sheltered Annuity**

An employee may authorize the Board to make deductions for the purposes of tax-sheltered annuities pursuant to the provisions of R.S.18A:16-127, et seq., and the terms of a group contract approved by the Board.



**ARTICLE XXI**

**LEGALITY OF AGREEMENT**

In the event that any portion of this contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries.

**SOUTH BRUNSWICK SUPERVISORS ASSOCIATION**

\_\_\_\_\_ President

\_\_\_\_\_ Secretary

\_\_\_\_\_ Date

**SOUTH BRUNSWICK BOARD OF EDUCATION**

\_\_\_\_\_ President

\_\_\_\_\_ Secretary

\_\_\_\_\_ Date