

Contract no. 1385

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AGREEMENT

between

WILLINGBORO SUPERVISORS' ASSOCIATION

and

WILLINGBORO TOWNSHIP BOARD OF EDUCATION

July 1, 1987 to June 30, 1990

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PREAMBLE

In compliance with, and pursuant to the provisions of the existing laws of the State of New Jersey, this Agreement is made and executed this day of , 1988, between the Board of Education of Willingboro Township, Burlington County, New Jersey (hereinafter referred to as the "Board"), and the Willingboro Supervisors' Association (hereinafter referred to as the "Association").

ARTICLE I
RECOGNITION

A. The Board recognizes the Association as the exclusive representative of the personnel hereinafter listed for the purpose of collective negotiation of salaries and of the mandatorily negotiable terms and conditions of employment pursuant to Chapter 123 P.L. 1974:

1. department chairpersons
2. high school guidance directors
3. director theater arts
4. district music coordinator
5. district athletic director

B. Unless the context otherwise requires, the term "supervisor" when used in this Agreement shall refer to all professional employees represented by the Association in the unit as above defined and reference to supervisors of one gender shall include reference to supervisors of the other gender.

ARTICLE 11

STATEMENT OF SUPERVISOR-ADMINISTRATOR-

BOARD OF EDUCATION RELATIONSHIPS

A. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the law.

B. Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority so to act.

C. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement or is not expressly set forth herein shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

ARTICLE III

SUPERVISORS' RIGHTS AND RESPONSIBILITIES

A. Pursuant to Chapter 123 P.L. 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and the processing of grievances. As duly selected parties to this Agreement, the Association and the Board undertake and agree that they shall not directly or indirectly discourage, encourage, deprive or coerce any supervisor in the enjoyment of any rights conferred by Chapter 123 P.L. 1974, or any other laws of New Jersey or the Constitution of New Jersey and the United States; that they shall not discriminate against any supervisor with respect to hours, wages, and mandatorily negotiable terms or conditions of employment or representational rights by reason of their membership or lack of membership in the Association and its affiliates, their participation or refusal to participate in any lawful activities of the Association and its affiliates, collective negotiations with the Board, or their institution or refusal to institute or participate on behalf of the Association under this Agreement.

B. No unit member shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject

to the grievance procedure hereinafter set forth, excluding from binding arbitration disputes involving discipline of employees with statutory protection under tenure or Civil Service laws which have express appeal procedures.

C. Whenever any supervisor is required to appear before the Board concerning any matter which could adversely affect the continuation of that supervisor in his/her office, position, or employment, or the salary or any increments pertaining thereto, then said supervisor shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Willingboro Supervisors' Association present to advise and represent them during such meeting.

ARTICLE IV
ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board will make available to the Association in response to reasonable requests from time to time available public information concerning the financial resources of the district, including annual financial reports and audits, published directory of personnel, agendas and minutes of all public meetings of the Board, census data, names of all supervisors and teachers, and all other public information which may be necessary for evaluation of grievances or complaints, and for intelligent negotiation.

B. 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, they shall suffer no loss in pay.

C. The Association and its representatives shall have the right to use the school buildings at reasonable hours:

1. for meetings;
2. for conferences with individual supervisors about grievances or about potential grievances;

3. for building meetings not less than ten (10) minutes after the students leave provided that such meetings do not interfere with any school program and provided that notice in writing be given to the building principal two (2) school days in

advance. No such meetings may occur during the scheduled work time of any unit member.

Such meetings and conferences shall be held with the prior approval of the building principal, which approval shall not be unreasonably withheld.

D. The Association shall be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building principal and shall not be posted until and unless prior approval is received from the building principal. Such prior approval shall not unreasonably be withheld.

E. The Association shall have the right to make reasonable use of the school mail boxes to communicate with its membership. What constitutes reasonable use shall be determined by the Superintendent, however, such prior approval shall not unreasonably be withheld.

F. For every position included within the unit, the Board will prepare separate, written job descriptions and provide the Association with a copy of the same. Said job descriptions shall contain the title of the job and a statement of the functions and responsibilities of the incumbent. Said job descriptions shall not be changed without notice to and discussions with the Association.

G. The person designated by the Association to serve as its Grievance Chairperson shall be permitted to conduct Association

business relating to grievances or potential grievances, during the course of the school day.

ARTICLE V
SUPERVISORS' HOURS

A. The Board and the Association recognize and agree that the supervisors' and teaching supervisors' responsibility to their students and their profession generally entails the performance of duties and the expenditure of time beyond the normal working day. To that end the unit members of this unit will put in whatever time is necessary in addition to the regular work day that is necessary for each unit member to fulfill his or her professional obligations. The normal work day will be seven and one-half (7-1/2) hours.

ARTICLE VI
SUPERVISORS' REQUIREMENTS

A. Work Year

1. The work year of unit members holding ten (10) month contracts shall be three (3) days longer than the work for the district's classroom teaching staff. These additional three (3) days are to be worked during the week before the start of school and/or the week following the close of school.

2. The work year for twelve (12) month positions is July 1 to June 30.

B. After School Meetings

1. Building staff meetings may be called at the discretion of the building principal. These meetings are to be held during the regular supervisors' day. There may be ten meetings per year which may extend beyond the regular supervisors' day.

2. Attendance at PTA meetings shall be at the option of the building principal. The Board and the Association encourage active participation in such meetings as part of the supervisors' professional responsibility.

C. Lunch Period

1. Supervisors shall have a duty-free lunch period with a minimum time equivalent to the length of the students' lunch period in conformance with State law.

D. Preparation-Conference Period

All supervisors in the secondary schools shall, in addition to their lunch period, have conference-preparation time equivalent to the time that one class period (approximately 200 minutes).

E. Number of Teaching Periods

Those unit members serving as department chairpersons shall not be assigned to more than three teaching periods per day. Administration may assign less than three teaching periods to a supervisor whose department size and complexity of budget places additional demands upon supervisor's time during the regular work day.

ARTICLE VII
SCHOOL CALENDAR

The Association and the Administration shall jointly endeavor to develop a calendar for the school years covered by this Agreement and to be recommended to the Board for its approval. In the event that the Association and the administration cannot agree upon a calendar, each shall submit its respective proposals to the Board.

ARTICLE VIII

PROMOTIONS

A. Promotional positions are defined as follows: Positions paying a salary differential and/or positions on the administrator-supervisory level, including but not limited to positions such as assistant superintendent, administrative assistant, supervisor, principal, director, coordinator and assignments to which an honorarium is attached.

B. All vacancies in promotional positions caused by death, retirement, discharge, resignation, or by the creation of new promotional positions shall be filled pursuant to the following procedure:

1. Such vacancies shall be adequately publicized, including a notice in every school (by posting, through the Superintendent's bulletin or otherwise) as far in advance of the date of filling such vacancy as possible. In addition, the Superintendent may concurrently publicize the position outside the school district. A copy of each notice so published shall be supplied to the Association by ordinary mail.

2. Said notice of vacancy shall clearly set forth the qualifications for the position. Standards of qualifications must be consistent with the position and may be changed from time to time.

3. Supervisors who desire to apply for such vacancies shall file their applications in writing with the office of the Superintendent within the limit specified in the notice.

4. Such vacancy shall be filled on the basis of fitness for the vacant positions; provided, however, that when one or more applicants request the same position, other qualifications being equal, seniority in the district shall prevail.

C. All appointments to the aforesaid vacancies and openings shall be made without regard to age, race, creed, color, religion, nationality, sex or marital status, unless otherwise required by an affirmative action law or regulation applicable to the district.

D. Vacancies which arise during July and August shall be posted in the Board office.

E. Interim appointments to vacancies may be made at the discretion of the Superintendent of Schools and/or the Board. It is to be clearly understood that such appointments are temporary in nature, and will be void upon selection of personnel in accordance with the policy established above. At no time may the experience gained from such an interim appointment be used as a qualification for filling such position.

F. The Board agrees that it will send each unsuccessful applicant for a promotional position a written notice indicating that their application was rejected.

ARTICLE IX
TRANSFER POLICY

A. Supervisor Request

1. Supervisors may request a change in school, assignment or both when such request is made before June 1. A written request shall be sent to the Personnel Manager. When two equally qualified supervisors request the same position, seniority in the district will prevail.

2. A list of vacancies that will exist in the following year will be posted by May 1 in all schools so that supervisors may apply for open positions. This list will be kept up to date through semi-monthly revisions in which new openings, as occurring, will be published. During the summer this list will be kept posted in the Board office. A copy of such will be sent to the Association president at his/her home address.

3. Upon request of the unit member, the Superintendent or the Superintendent's designee will confer with the member to discuss reasons for denial of a transfer request within 10 days after decision.

B. Involuntary Transfer

1. If a unit member is transferred without having presented a request for transfer, the unit member will be notified of the transfer immediately by the Superintendent, and such notification will be in written form.

2. When a reduction in staff is necessary it shall occur as provided by State law.

3. The Board agrees to regard non-tenured supervisors who are terminated due to reduction in force as candidates for any vacancies which occur during the twelve months following the date of their termination provided that they possess proper certification and submit an application for each position for which they are interested.

ARTICLE X
PERSONNEL PROCEDURES

A. Employee Absence

1. All ten month employees shall receive twelve days annual sick leave, and all twelve month employees shall receive fourteen days annual sick leave. Unit members who work less than a full year will receive sick leave on a prorata, month by month basis. In the event that an employee is absent due to a continuing, extended illness for a period of time exceeding their accumulated sick leave, the Board agrees to consider paying to said employee, during the period of said continuing absence, but limited to the number of days equivalent to their accumulated sick leave prior to the inception of the absence in question, a sum equivalent to the difference between the employee's per diem rate and the actual or potential per diem cost to the Board of the substitute for said employee. A continuing, extended illness as referred to above shall be defined as an illness which necessitates employee absence for a consecutive period of 10 or more working days. All employees shall also be entitled to the following leaves with pay:

a. Death in the immediate family - five (5) days. For purpose of definition, the "immediate family" will mean father, mother, grandparents, wife, husband, children, step-children, grandchildren, brother(s), sister(s), mother-in-law,

father-in-law, or other relatives domiciled in the employee's household.

b. Personal business days and religious days

(1) The nature of the personal business need not be stated. Religious holidays to qualify for time off with pay shall be only those listed by the Commissioner of Education and observed by the employee's professed religion.

(2) Requests for religious days must be submitted to the building principal or, in the case of other employees, to their immediate superior seven calendar days in advance of the day on which leave is requested; requests for personal days must be submitted to the building principal or, in the case of other employees, to their immediate superior, three working days in advance of the day on which leave is requested.

(3) Personal business days will not be granted for days immediately preceding or immediately following scheduled holidays. Personal business days also will not be granted at a time when the unit member's absence may seriously hinder the overall operation of the school; e.g., opening day, closing day, examination day, evaluation day or report card day.

(4) Individual consideration will be given by the Superintendent to situations of an emergency nature.

(5) Personal business and religious days will not be cumulative from year to year.

(6) The employee shall be permitted to utilize a combined total of three (3) days for personal business or religious leave during their contract year.

c. Marriage - a maximum of five (5) consecutive days for marriages and honeymoon which shall be charged against the individual's personal business/religious leave to the extent available; and, otherwise to be taken without pay. This leave can begin on the day before or following a holiday as opposed to other uses of personal business leave.

d. Teachers who are in attendance at a university when the Willingboro Schools open in September may be excused from the in-service pre-school workshop and first three days of school by the Superintendent of Schools without deduction in pay. However, should the teacher separate from the Willingboro Schools before June 30, a deduction of 1/200ths of the salary should be made from the last salary check for each day excused.

e. Professional leave may, in the discretion of the Superintendent, be granted for the purpose of attending professional conferences, observation at other districts, and similar professional activities, provided that a request for such leave is submitted in writing at least seven (7) days prior to the date for which leave is being requested and provided that the same is approved by the Superintendent.

2. Retirement Pay Plan

a. For the 1988-89 school year only, employees who retire from the district shall be entitled to a retirement pay to

be calculated as payment of 80% of unused, accumulated in-district sick leave upon retirement. In 1987-88 and 1989-90, payment shall be at rate of \$20 per unused, in-district, accumulated sick leave upon retirement.

(1) Such payment shall only be for sick leave days accumulated while the individual is in the active employ of the district and shall not include sick days, if any, which an individual is credited with upon beginning employment in the district.

(2) If an employee is credited with sick leave upon employment in the district, annual sick leave and in-district sick leave shall be utilized prior to such credited sick leave for sickness during said individual's employment.

(3) Payment shall be to the retiree or his/her estate, whichever is applicable.

b. Retirement is defined as the term is used by the Teachers Pension and Annuity Fund and does not mean the mere termination of employment with the district. For Supervisors, one would have to have 25 years of credited service in TPAF or applicable pension fund or attained at least 60 years of age with at least ten years of credited service in TPAF or applicable pension fund.

c. Retirement pay shall be honored for death while in the active employ of the district for the first and third year of this contract.

B. Leave of Absence

1. Leave of absence without pay up to one year may be granted to a tenure supervisor at the discretion of the Board for the purpose of caring for a sick member of the employee's immediate family. Additional leave beyond the year may be granted at the discretion of the Board.

2. Leave may be granted for travel, further studies, writing and/or research in pursuance of professional growth.

3. Leave shall be granted to a tenured supervisor for the purpose of child-rearing for a period of up to 24 months from the date on which said leave is to commence.

4. All benefits to which a unit member was entitled at the time of commencement of leave including unused sick leave and credits toward sabbatical eligibility (if any) shall be restored to him/her upon their return. The unit member shall be assigned to the same position which he/she last held if available or, if not, to a substantially equivalent position.

5. Application for leave may be made for other good cause.

C. Maternity Leave/Child Rearing Leave

1. Any supervisor seeking a leave of absence for reasons associated with pregnancy/child-rearing shall file a written request for such leave with the Superintendent at least thirty (30) days in advance of the date on which said leave is to com-

mence, which request shall likewise specify therein the date on which said supervisor proposes to return. The Board shall honor the leave dates so requested, if the same will not substantially interfere with the effective administration of the educational program to which the supervisor was assigned. Those leaves associated with pregnancy are subject to the following conditions:

a. The Board may require as a condition of the supervisor's return to service production of a certificate from a physician certifying that the supervisor is medically able to resume her duties.

b. With respect to a non-tenured supervisor, no such leave shall extend beyond the end of the current year in which leave is to commence.

c. With respect to tenured supervisors, no such leave shall extend beyond a period of twenty-four (24) calendar months from the date on which said leave is to commence.

2. The Board reserves the right to remove any pregnant supervisor from any position or to insist that the supervisor accept a leave of absence therefrom if, after the pregnancy is confirmed, the supervisor's work performance has substantially declined in comparison to her performance prior to the medical confirmation of pregnancy, or if the supervisor's physical condition or capacity is such that her health would be impaired if the supervisor were to continue working. Such physical capacity shall be deemed so impaired if any of the following occur:

a. The pregnant supervisor, after written request from the Superintendent, fails to produce a certification from her physician that she is medically able to continue to perform her duties; or

b. The pregnant supervisor's physician and a physician designated by the Board agree that the supervisor is not medically able to perform her duties; or

c. If, after a difference of medical opinion by the supervisor's physician and the Board's physician, a third physician designated by mutual agreement of the supervisor and the Board, or, if no such agreement can be reached, by the Burlington County Medical Society, certified, that in said physician's opinion, the supervisor is not medically able to perform her duties. If it becomes necessary to seek the opinion of a third physician, the fee shall be shared equally by the Board and the supervisor involved.

3. In the event that a supervisor's pregnancy terminates prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said supervisor may apply for early reinstatement by filing a written request therefor with the Superintendent accompanied by a physician's certificate that the supervisor is medically able to resume or to continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the supervisor in question during the period for which leave has been originally

requested or granted, and if such a request can be fulfilled without substantially interfering with the effective administration of the educational program to which the supervisor in question was assigned and seeks to be reinstated.

4. After the grant of leave to any supervisor pursuant to the provisions of Part C of this Article, the Board will give reasonable consideration to requests from the supervisor for either the extension or reduction of the period of leave so granted, provided that the supervisor requesting same makes written application for such adjustments to the Superintendent of Schools and submits with that application a certificate from a physician certifying that said reduction or extension of leave is not medically contraindicated and that the supervisor is or will be able to resume all duties on the date on which resumption is requested.

D. All supervisors on leave of absence intending to return to active employment shall notify the Superintendent or the designated Administrator, in writing, of said intention by at least three (3) months prior to the date of return.

ARTICLE XI
PERSONNEL FILES

A. Official supervisor files shall be maintained in accordance with the following procedures:

1. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, performance or contributions of an academic, professional or civic nature. All material received from and signed by responsible sources concerning a supervisor's conduct, service or character may be placed in the file.

2. The unit member shall be given the opportunity to review the contents of this file once during the year by request in writing. At all other times reasonable requests for review shall be honored.

3. The supervisor has the right to reply to any document retained in the file with a formal letter addressed to the Superintendent of Schools. This letter will be placed in the file and attached to the document to which it pertains.

4. The unit member shall be permitted to obtain a copy of any item contained in their file, but solely for their own information and for use in the grievance procedure. No duplicate so made shall be used otherwise than in the presentation of a grievance or for the private purposes of the supervisor involved.

5. Whenever any material adverse to the unit member is placed in his/her file he/she shall be apprised promptly of the

addition and shall be permitted promptly to inspect the item or items so added.

6. No complaint made by an individual shall be retained in the file or otherwise used against the unit member charged unless on reasonable notice to the unit member and to the Association, opportunity is given to the unit member and to his or her representative to meet the accuser in the presence of the principal. As in the past, in the event that any such complaint is made by an individual or student, regardless of the disposition thereof, no action of a retaliatory nature shall be taken by any supervisor or other unit member against the student or individual involved.

7. Any item placed in the file beginning with the implementation of this contract will bear the date of its receipt at the office of the Director of Personnel.

ARTICLE XII
GRIEVANCE PROCEDURE

A. General Provisions

1. The term "grievance" means an allegation that there has been:

- a violation
- an erroneous application; or
- an erroneous interpretation

of this contract or of any administrative decision or Board policy affecting unit members.

2. The term "grievant" means the complainant.

3. The grievance may be initiated:

- a. By an aggrieved unit member; or
- b. By a group of aggrieved unit members or by the

Association as the representative of a group of unit members whose respective complaints all present essentially the same question.

4. The failure to answer a grievance within the applicable limit of time shall entitle the grievant to proceed in accordance with these rules, to the next level.

5. The failure to appeal any decision upon the grievance, in accordance with these rules, to the next level, shall constitute acceptance of the answer not appealed.

6. The written statement required by Paragraph B (Levels and Limits), Section 4 below shall contain:

- a. The identity of the grievant or grievants;
- b. A general description of the grievance;
- c. The nature of the relief sought;
- d. The signature of the grievant or grievants except where the foregoing Article VII, Paragraph A.3(b) is applicable.

- e. The date of initial presentation at the first level;

- f. The name and title of the individual to whom, at the first level, the presentation was made.

B. Levels and Limits

1. There shall be three levels:

- a. The level of the principal or immediate superior involved;

- b. The level of the Superintendent;

- c. Arbitration, final and binding, conducted under the rules of the American Arbitration Association.

2. Every grievance shall be initiated at the level of the principal of the grievant or grievants, or the grievant's immediate supervisor if the grievant is employed in a district-wide position.

3. The first level in any situation is recognized as the point where, ideally, a resolution consistent with the contract should be reached. Toward that end, the procedure there followed shall be informal and the individual grievant may elect to make his or her own presentation. The conference shall not be

conducted, however, unless an appropriate representative of the Association has been accorded an adequate opportunity to be present.

4. If no mutually satisfactory decision is received within five calendar days after the completion of the presentation made at the level of the principal or immediate supervisor, then, within seven calendar days thereafter a written statement of the grievance shall be delivered either manually or by ordinary mail to the office of the Superintendent who shall have seven additional calendar days measured from the date of such delivery, to provide a response. In that interim, the appropriate representative or representatives of the Association shall confer with the Superintendent or with the Superintendent's designee in an effort to effect a voluntary settlement.

5. If the complaint is represented by the Association, as the representative of a group of grievants who are employed in different schools, then the initial presentation shall be made at the level of the Superintendent, rather than at the level of either principal involved.

6. In any event, if, within seven calendar days after the date of resort to the level of the Superintendent no mutually satisfactory decision is received, then the grievance, at the election of either party hereto signatory, may be submitted to final and binding arbitration conducted under the applicable rules of the American Arbitration Association.

C. Limitation

1. Unless the initial submission is made no later than sixty (60) days after the action or event challenged, the grievance shall be untimely and the administration shall have no obligation to entertain the complaint.

2. Any person who desires to have an unresolved grievance submitted to arbitration pursuant to the provisions of Paragraph B, section 6, hereof must, in order to do so, file with the American Arbitration Association and serve upon the Board, through the office of the Assistant Superintendent for Personnel, a written demand for arbitration within thirty (30) working days after the date on which the Superintendent either:

a. Made the determination with respect to the matter, or

b. was due to have made the determination with respect to the matter in the event that the Superintendent had failed to do so.

ARTICLE XIII

COMPENSATION

A. The annual salaries of all unit members holding full ten (10) month employment contracts as Department Chairpersons shall be fixed and determined in accordance with the following salary schedules for the duration of this contract.

1. For departments containing five (5) or less members, schedules A(1), A(2), and A(3) respectively for the 1987-88, 1988-89 and 1989-90 school years.

2. For departments containing six (6) to ten (10) members inclusive, schedules B(1), B(2) and B(3) respectively for the 1987-88, 1988-89 and 1989-90 school years.

3. For departments containing eleven (11) to fifteen (15) members inclusive, schedules C(1), C(2) and C(3) respectively for the 1987-88, 1988-89 and 1989-90 school years.

4. For departments containing sixteen (16) to twenty (20) members inclusive, schedules D(1), D(2) and D(3) respectively for the 1987-88, 1988-89 and 1989-90 school years.

5. For departments containing twenty-one (21) or more members, schedules E(1), E(2) and E(3) respectively for the 1987-88, 1988-89 and 1989-90 school years.

B. The annual salaries of all unit members holding full twelve (12) month employment contracts as a Guidance Director, Director Theater Arts or Director of Athletics shall be fixed and determined in accordance with Schedules F(1), F(2) and F(3)

respectively for the 1987-88, 1988-89 and 1989-90 school years. Said annual salaries shall be prorated for less than twelve (12) month employment.

C. The annual salary of the unit member holding a full twelve (12) month employment contract as Music Coordinator shall be fixed and determined in accordance with schedules G(1), G(2) and G(3) respectively for the 1987-88, 1988-89 and 1989-90 school years. Said annual salaries shall be prorated for less than twelve (12) month employment.

D. Any unit member holding a full ten (10) month or full twelve (12) month employment contract shall not be eligible to advance to the next succeeding step on the salary guide unless said unit member has completed five (5) or six (6) months respectively, of active service in the school district during the school term in which he/she was hired. However, this section shall not be applicable for the duration of the Agreement. Supervisors who are not at maximum step on guide will be placed on the same step for each year's schedule set forth in this Agreement.

E. Salary adjustment for advanced training will be made only upon receipt of the necessary credentials with respect thereto by the office of the personnel manager on or before the last working day of September for September 1 adjustment, and the last working day of January for January 1 adjustments. Salary adjustments for advanced training will not be made at any other times.

F. If a scheduled pay day falls on a holiday, weekend or during a period when school is not in session, supervisors shall receive their paychecks on the last working day preceding said pay day.

G. The supervisory longevity service increment shall be in the sum of one hundred (\$100.00) dollars, which sum shall accrue at the issuance of the fourth, seventh, tenth, thirteenth and sixteenth consecutive contracts with the district.

H. Unit members employed during this Agreement and who remain continuously so employed shall continue to receive any Career Teacher Adjustment which they had received while in a unit position prior thereto. It is recognized that no increase in Career Teacher Adjustment shall be granted by the district for the duration of this Agreement.

ARTICLE XIV

CO-CURRICULAR COMPENSATION

A. The Board recognizes that co-curricular activities, sponsors and directors of special school functions are vital to the efficient and complete operation of the total education effort of the school district. The responsibilities incumbent upon positions are, insofar as possible, conducted during time which is in addition to the regular school day; therefore, all such positions at all school levels should be compensable and that compensation should be apportioned on an equitable basis.

B. The Board agrees to provide honorarium payments in the amount designated for those co-curricular positions which unit members fill at the rate designated by the Board's contract with the Willingboro Education Association.

ARTICLE XV

HEALTH INSURANCE AND PRESCRIPTION PLAN

A. During the period hereinafter set forth, the Board shall pay the full cost of a health insurance program for the personnel in the unit, which program shall include Blue Cross, Plan 365, Blue Shield Prevailing Fee Plan, and Rider J. The major medical coverage shall contain those features set forth on the plan summary attached hereto as Schedule H.

1. Rider J shall be extended to provide diagnostic and pathology laboratory work to a combined total of four hundred dollars (\$400.00) per year.

B. The aforesaid insurance program shall extend to the employee and the employee's immediate family. The same shall be effective July 1 to August 31 of each contract year covered hereby.

C. The Blue Cross, Blue Shield and Rider J portions of the health insurance program as well as the major medical coverage shall be placed with the carrier(s) selected by the Board.

D. The Board agrees that with respect to each supervisor who remains in the employ of the Board for the full school year, it will make the necessary arrangements with respect to the payment of insurance premiums to provide continuing health insurance coverage for the full twelve month period commencing September 1 and ending August 31 so as to assure uninterrupted participation

and coverage for unit members electing to participate in the plan.

E. Prescription Plan. For the duration of the contract, unit members shall be provided a prescription plan as set forth on the plan summary attached hereto as Schedule I. The co-payment provision shall be one dollar (\$1.00) per prescription.

F. The Board shall provide a maximum of one hundred and twenty-five (\$125) dollars per unit employee receiving employee only dental insurance coverage and a maximum of two hundred thirty-five (\$235) dollars per unit employee receiving family dental insurance. The Association shall provide input as to the type and extent of the coverage to be purchased; however, the Board shall make the final decision.

Under no circumstances shall the cost to the Board of coverage exceed the maximum amount of one hundred twenty-five (\$125) dollars for each unit member receiving employee only coverage or two hundred thirty-five (\$235) dollars for each unit member entitled to and receiving family coverage. The parties direct any arbitrator or anyone else reviewing this contract to apply and abide by the maximums of \$125 per unit employee per year receiving employee only coverage and \$235 per unit employee per year entitled to and receiving family coverage.

G. No unit member who is employed for seventeen (17) hours or less per week shall receive any fringe benefits other than the prescription plan under this contract or Board policy.

H. For those unit members whose spouses are employed in the district, the Board shall provide a maximum of one family insurance coverage and one dental coverage of either type per family and, provided that should the marital status change, or should the covered employee leave the district's employ, the non-covered employee shall become eligible immediately for the appropriate coverage with no delay or waiting period.

ARTICLE XVI

EVALUATION

A. The person being evaluated must be a partner in the process with full knowledge of:

1. The procedure;
2. The evaluator's qualifications;
3. The findings;

4. The identity of all persons that were consulted by the evaluator in preparing his/her findings.

B. Evaluation shall be conducted exclusively by persons whose respective certificates authorize supervision of instruction and shall, in each case, be confined with the scope of the evaluator's job description.

C. The supervisor evaluated shall be given a copy of his/her ratings or of any other written evaluations of his/her work. Before the material is submitted to the Central Administration or placed in his/her personnel file, the supervisor shall have the right to discuss the ratings and evaluation and to append responsive comments.

D. Every evaluation shall be signed by both the evaluator and the supervisor evaluated. The supervisor's signature, however, shall not be interpreted as an assent to the contents signed. In no event shall any one be asked to sign an incomplete evaluation. No public disclosure of the contents of the evaluation or of the responsive comments, if any, shall be made without

the mutual consent of the supervisor involved, the Association and the Board.

E. Procedure

Evaluative reports will be presented to the supervisor by the principal periodically in accordance with the following procedures:

1. Such reports will be issued in the name of the building principal based upon a compilation of reports, of observations, and of discussions with any or all supervisory personnel who come into contact with the supervisor in their supervisory capacity.

2. Such reports will be addressed to the supervisor, with carbon copies being forwarded to the Superintendent of Schools and kept by the Building Principal or supervisor.

3. Such reports will be written in narrative form and will include:

a. Strengths of the supervisor as evidenced during the period since the previous report.

b. Weaknesses of the supervisor as evidenced during the period since the previous report.

c. Specific suggestions as to measures which the supervisor might take to improve his/her performance, particularly in each of the areas wherein weaknesses have been indicated.

4. Supervisory evaluation shall be provided once each year no later than March 15, except that a tenured supervisor shall be so evaluated a second time if either the Administration

desires a second evaluation or the said tenured supervisor files a written request for the same with his/her building principal on or before February 1. The second evaluation, if requested, shall be completed on or before April 15.

5. On or before April 30 of each year, the Board shall give to each non-tenured supervisor continuously employed since the preceding September 30 either:

a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment, but with such increases in salary and benefits as may be required by law, or

b. A written notice that such employment shall not be offered.

Should the Board fail to give a non-tenured supervisor either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered within the time and in the manner specified by this Agreement, the Board shall be deemed to have offered to that supervisor continued employment for the next succeeding school year. This constructive offer of employment shall expire and be null and void if not accepted in writing on or before June 1 of that current year.

ARTICLE XVII

PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

A. The Board agrees to pay full cost of tuition and other reasonable expenses incurred in connection with any course, workshops, seminars, conferences, in-service training sessions, or any other such sessions which a supervisor is required by the administration to take.

B. To promote mutual respect and cooperation the Board and the Association have established a Board-Staff Committee, which will be composed of members as designed respectively by each. The two groups will meet for the purpose of exchanging views and for the purpose of maintaining contact designed to promote good understanding between the contractees and to prevent misunderstanding of which both parties have experienced enough and which all involved wish, as far as possible, to obviate. The involvement of this committee shall be restricted and limited solely to non-negotiable matters. Non-negotiable matters shall not be implemented before discussion with the advisory council group. Negotiable matters shall be discussed solely by the parties' negotiation committees.

ARTICLE XVIII

EVENING SCHOOL, SUMMER SCHOOL, HOME

TEACHING AND FEDERAL PROGRAMS

A. All openings for positions in the evening school, summer school, home teaching, Federal projects and other programs (including non-teaching positions for which unit members may be qualified and eligible) shall be adequately publicized by the Superintendent. Summer school and evening school openings shall be publicized not later than the preceding April 1 and June 15 respectively and teachers shall be notified of the action taken not later than May 1 and September 15 respectively. A copy of each notice so published shall be supplied to the Association no later than the pertinent date hereinbefore mentioned.

B. Applications for each such position may be received from members of the unit, so long as no other union in the district objects on the basis that such work is allocated exclusively to members of the unit represented by said union by express contract provision.

ARTICLE XIX

VACATIONS

A. All unit members who were employed by the district in a twelve (12) month unit position prior to July 1, 1984 and continue to be so employed in a twelve (12) month unit position, shall be entitled to twenty-three (23) working days vacation to be taken between the Monday following the close of school and one week prior to Labor Day of the following contract year. Vacation time is earned during the fiscal year immediately preceding that in which it is taken.

B. All unit members who are newly employed in a twelve (12) month unit position from July 1, 1984 to present shall be entitled to vacation as set forth in this paragraph. Such vacation is to be taken between the Monday following the close of school and one week prior to Labor Day of the following contract year. Vacation time is earned during the fiscal year immediately preceding that in which it is taken. Accumulated service shall mean all time an employee has served in a twelve (12) month unit position.

Accumulated Service	Vacation
1 year to less than 5 years	10 days
5 years to less than 15 years	15 days
15 years or more	20 days

C. Any unit member who qualifies for a vacation entitlement under paragraph A or B but for whatever reason is not actively employed for the full vacation base year shall only receive vaca-

tion on a pro rata basis of one twelfth (1/12) of the yearly entitlement for each month worked. To be considered to have worked a month, the unit member must be actively employed and performing their duties for more than fifteen (15) working days in the month.

D. Ten month positions receive no vacation time. Service in ten month positions or non-unit positions shall not be counted for vacation entitlement.

E. A unit member may accrue up to sixty (60) days of vacation leave without losing credit for same.

F. Vacation may be granted during a time other than that specified in Paragraph A of this Article only by mutual agreement of the Superintendent and the individual requesting same.

G. In the event a unit member is separated from service prior to June 30th of a given year for any reason, that member or, if deceased, their personal representative, shall be entitled to receive the cash payment for the monetary value of current vacation standing to their credit at the pro rata rate of salary prevailing at the time of their separation.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. The Board shall reimburse supervisors for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by the supervisor while the supervisor was acting in the discharge of his/her duties within the scope of his/her employment.

ARTICLE XXI
MODIFICATION AND NEGOTIATION OF
SUCCESSOR AGREEMENT

A. This document shall not be altered, modified or extended except by subsequent agreement in writing, signed by the parties hereto through their official representatives.

B. The parties hereto agree that either shall have the right to initiate negotiations for a successor Agreement by notifying the other in writing of its desire to do so in accordance with the then prevailing law or administrative regulations of the Public Employment Relations Commission.

C. The parties agree that for the term of this Agreement, neither party shall have any further negotiations obligations whatsoever with the other party. This Agreement has fulfilled any and all negotiations obligations that have, may or could have arisen between the parties.

ARTICLE XXII

MANAGEMENT RIGHTS

A. The Association recognizes that the Board may not, by agreement, delegate authority and responsibility which by law are imposed upon and lodged with the Board.

B. Except as may otherwise be provided or limited in this Agreement, the Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to do the following:

1. to direct employees of the Board;
2. to hire, assign, promote, transfer, and retain employees covered by this Agreement with the Board or to suspend, demote, discharge, or take disciplinary action for just cause against the employees;
3. to make work assignments and work schedules;
4. to relieve employees from duties because of reduction in force;
5. to maintain the efficiency of the Board operations entrusted to them; and
6. to determine the personnel by which such operations are to be conducted.

ARTICLE XXIII

DURATION

The terms and provisions of this Agreement shall become effective on the date of its execution by respective parties hereto, retroactive to July 1, 1987, unless otherwise provided in any specific Article hereof. The terms and provisions hereof shall expire on June 30, 1990, unless otherwise provided in any specific Article hereof.

**WILLINGBORO SUPERVISORS ASSOCIATION
SALARY GUIDES 1987-1990**

**DEPARTMENT SIZE OF FIVE OR LESS
MASTER'S DEGREE**

1987-88 STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	25110	28124	30993
2	25934	29013	31893
3	26787	29936	32890
4	27670	30888	33918
5	28585	31877	34986
6	29532	32899	36090
7	30513	33759	37019
8	31528	35054	38418
9	32580	36192	39647
10	33669	37367	40916
11	34797	38586	42430
12	35964	39846	43570
13	37173	40700	43549
14	38363	41048	43922
15	38849	41568	44478

MA+30

1987-88 STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	26235	28756	31746
2	27096	29685	32749
3	27987	30648	33789
4	28911	31646	34867
5	29866	32677	35980
6	30858	33748	37137
7	31883	34855	38333
8	32944	36001	39570
9	34044	37189	40853
10	35183	38319	42074
11	36362	39693	43558
12	37581	41009	44979
13	38846	42376	46619
14	40155	43816	46883
15	41151	44032	47114
16	41613	44526	47643

DOCTORATE

1987-88 STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	27254	29872	31694
2	28151	30897	32808
3	29078	31958	33947
4	30041	33058	35135
5	31036	34196	36364
6	32067	35374	37636
7	33135	36595	38955
8	34240	37859	40320
9	35385	39167	41733
10	36569	40520	43194
11	37797	41924	44710
12	39068	43378	46280
13	40384	44882	47865
14	41748	46441	50744
15	43158	47390	50707
16	44717	47847	51196
17	45003	48154	51524

DEPARTMENT SIZE OF SIX TO TEN
MASTER'S DEGREE

1987-88 STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	25376	28390	31259
2	26200	29279	32159
3	27053	30201	33155
4	27936	31154	34184
5	28851	32143	35252
6	29798	33165	36356
7	30779	34024	37284
8	31794	35320	38684
9	32846	36457	39912
10	33935	37633	41182
11	35063	38853	42697
12	36230	40112	43836
13	37439	40966	43834
14	38629	41333	44226
15	39129	41868	44799

MA+30

1987-88 STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	26500	29021	32011
2	27361	29950	33014
3	28253	30914	34055
4	29176	31911	35132
5	30131	32942	36245
6	31124	34014	37403
7	32149	35121	38599
8	33211	36268	39837
9	34309	37454	41118
10	35449	38585	42340
11	36628	39959	43824
12	37848	41276	45246
13	39113	42643	46886
14	40421	44082	47168
15	41417	44316	47418
16	41894	44827	47965

DOCTORATE

1987-88 STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	27519	30137	31959
2	28417	31163	33074
3	29345	32225	34214
4	30305	33322	35399
5	31301	34461	36629
6	32333	35640	37902
7	33400	36860	39220
8	34505	38124	40585
9	35651	39433	41999
10	36836	40787	43461
11	38063	42190	44976
12	39334	43644	46546
13	40649	45147	48130
14	42012	46705	51008
15	43423	47655	50991
16	44982	48131	51500

DEPARTMENT SIZE OF ELEVEN TO FIFTEEN
 MASTER'S DEGREE

1987-88 STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	25819	28833	31702
2	26642	29722	32602
3	27496	30644	33598
4	28378	31596	34626
5	29294	32586	35695
6	30241	33608	36799
7	31222	34468	37728
8	32236	35763	39127
9	33289	36900	40355
10	34378	38076	41625
11	35507	39296	43140
12	36673	40555	44279
13	37882	41409	44308
14	39073	41808	44735
15	39599	42371	45337

MA+30

1987-88 STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	26943	29464	32454
2	27804	30393	33457
3	28696	31357	34498
4	29619	32354	35575
5	30574	33385	36688
6	31566	34456	37845
7	32592	35564	39042
8	33654	36711	40280
9	34752	37897	41561
10	35891	39027	42782
11	37070	40401	44266
12	38290	41718	45688
13	39555	43085	47328
14	40864	44525	47642
15	41860	44790	47926
16	42364	45329	48502

DOCTORATE

1987-88 STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	27962	30580	32402
2	28860	31606	33517
3	29788	32668	34657
4	30749	33766	35843
5	31744	34904	37072
6	32776	36083	38345
7	33843	37303	39663
8	34948	38567	41028
9	36094	39876	42442
10	37279	41230	43904
11	38506	42633	45419
12	39777	44087	46989
13	41092	45590	48573
14	42456	47149	51452
15	43866	48098	51465
16	45425	48605	52007

**DEPARTMENT SIZE OF SIXTEEN TO TWENTY
MASTER'S DEGREE**

1987-88 STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	26262	29276	32145
2	27085	30165	33045
3	27939	31087	34041
4	28821	32039	35069
5	29737	33029	36138
6	30684	34051	37242
7	31665	34911	38171
8	32679	36206	39570
9	33732	37343	40798
10	34821	38519	42068
11	35950	39739	43583
12	37116	40998	44722
13	38326	41853	44783
14	39516	42282	45242
15	40069	42874	45875

MA+30

1987-88 STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	27387	29908	32898
2	28248	30837	33901
3	29139	31800	34941
4	30062	32797	36018
5	31017	33828	37131
6	32009	34899	38288
7	33035	36007	39485
8	34097	37154	40723
9	35195	38340	42004
10	36334	39470	43225
11	37513	40844	44709
12	38733	42161	46131
13	39998	43528	47771
14	41307	44968	48116
15	42303	45264	48433
16	42834	45832	49040

DOCTORATE

1987-88 STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	28406	31024	32846
2	29303	32049	33960
3	30231	33111	35100
4	31192	34209	36286
5	32187	35347	37515
6	33219	36526	38788
7	34286	37746	40106
8	35391	39010	41471
9	36537	40319	42885
10	37722	41673	44347
11	38949	43076	45862
12	40220	44530	47432
13	41535	46033	49016
14	42899	47592	51895
15	44309	48541	51939
16	45868	49079	52514

**GUID. DIR. AND DIR. OF ATHLETICS
MASTER'S DEGREE**

1987-88 STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	29268	30877	32576
2	30581	32263	34038
3	31566	33303	35134
4	32552	34342	36231
5	33662	35514	37467
6	34650	36555	38566
7	35951	37928	40014
8	36937	38969	41112
9	38067	40161	42370
10	39058	41206	43472
11	40549	42779	45132
12	42037	44349	46788
13	43526	45920	48445
14	45179	47664	50285
15	47516	50129	52886

MA+30

1987-88 STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	31239	32958	34770
2	32552	34342	36231
3	33539	35384	37330
4	34527	36426	38429
5	35639	37599	39667
6	36627	38641	40766
7	37930	40016	42217
8	38918	41059	43317
9	40051	42254	44578
10	41041	43298	45679
11	42530	44869	47337
12	44020	46441	48995
13	45509	48012	50653
14	46998	49583	52310
15	48648	51324	54147
16	51026	53832	56793

DOCTORATE

1987-88 STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	31896	33650	35501
2	33210	35037	36964
3	34193	36074	38058
4	35181	37116	39157
5	36231	38224	40326
6	37283	39333	41497
7	38588	40710	42949
8	39576	41753	44049
9	40712	42951	45313
10	41699	43993	46412
11	43191	45566	48072
12	44680	47137	49730
13	46171	48711	51390
14	47659	50280	53045
15	49313	52025	54886
16	51135	53948	56915
17	53532	56477	59583

READING SUPERV. AND MUSIC COORD.
MASTER'S DEGREE

STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	32082	33846	35708
2	33522	35365	37310
3	34602	36505	38513
4	35683	37645	39716
5	36899	38928	41069
6	37981	40070	42274
7	39408	41575	43862
8	40488	42715	45064
9	41727	44022	46443
10	42813	45167	47652
11	44448	46893	49472
12	46078	48613	51286
13	47711	50336	53104
14	49523	52246	55120
15	52085	54950	57972

MA+30

STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	34243	36126	38113
2	35683	37645	39716
3	36764	38786	40920
4	37847	39928	42124
5	39065	41214	43480
6	40148	42356	44685
7	41576	43863	46275
8	42661	45007	47482
9	43903	46317	48865
10	44987	47462	50072
11	46620	49184	51889
12	48253	50907	53707
13	49885	52629	55523
14	51518	54352	57341
15	53325	56258	59352
16	55932	59009	62254

DOCTORATE

STEP NO.	87-88 BASE	88-89 GUIDE	89-90 GUIDE
1	34962	36885	38914
2	36404	38406	40519
3	37480	39542	41717
4	38563	40684	42922
5	39783	41971	44280
6	40868	43116	45487
7	42297	44624	47078
8	43465	45855	48377
9	44626	47081	49670
10	45709	48223	50875
11	47343	49947	52694
12	48976	51670	54512
13	50610	53394	56331
14	52242	55115	58146
15	54055	57028	60165
16	56051	59134	62387
17	58680	61908	65313