

AGREEMENT

BETWEEN

SOUTH BRUNSWICK SUPERVISORS ASSOCIATION

and

THE SOUTH BRUNSWICK TOWNSHIP BOARD OF EDUCATION

1988-1990

x July 1 1988 June 30 1990

TABLE OF CONTENTS

ARTICLE NO.		PAGE NO.
I	Membership.....	2
II	Negotiation Procedure.....	3
III	Grievance Procedure.....	8
IV	Rights and Protection in Representation.	9
V	Rights of Board.....	10
VI	Association Rights & Privileges.....	11
VII	Evaluation.....	14
VIII	Leaves of Absence.....	15
IX	Temporary Leaves of Absence.....	19
X	Extended Leaves of Absence.....	21
XI	Sabbatical Leave.....	23
XII	Work Year.....	25
XIII	Vacancies.....	26
XIV	Assignments.....	27
XV	Professional Development.....	28
XVI	Health Benefits.....	29
XVII	Salary.....	31
XVIII	Protection of Employees & Property.....	33
XIX	Deduction From Salary.....	34
XX	Miscellaneous Provisions.....	35
XXI	Legality of Agreement.....	36

ARTICLE II

Negotiation Procedure

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall begin no later than the date set by PERC. Any agreement so negotiated shall apply to all members. It shall be reduced to writing, and subject to ratification by both parties, be signed by the Board and Association, and be adopted by the Board.

B. Neither party in the negotiations shall have control over the selection of the negotiating representatives of the other party. Their representatives shall be clothed with all necessary power and authority to make and consider proposals and counter-proposals in the course of negotiations.

C. Each party may have consultants present during negotiations. When mutually agreed upon, clerical assistance and consultants may be contracted by both parties, in which case the costs will be shared equally by both parties.

D. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

This Agreement shall be effective as of July 1, 1988, and shall continue in effect until June 30, 1990, subject to the Association's right to negotiate over a successor agreement, as provided herein.

ARTICLE III

GRIEVANCE PROCEDURE

E. Procedure

1. Conditions

- 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.
- d. A grievance of a decision, interpretation, policy, or agreement, which is not within the prerogatives of the administration of the aggrieved supervisor's school building may be initiated at Level Two. A copy of the grievance shall, however, be given to the principal of the aggrieved supervisor's school building before the grievance is initiated.
- e. In the event that the grievance is filed near the end of the school year, and the time limits extend beyond the school year, the number of days specified at various levels shall be changed so that:

3 school days become 5 calendar days
5 school days become 7 calendar days
10 school days become 14 calendar days

with the following exception: if the principal or Superintendent is on vacation when the grievance comes to his/her level, the time schedule shall begin with his/her return unless he/she has designated another administrator to handle the grievance.

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.

ARTICLE III

GRIEVANCE PROCEDURE

4. Level Three

If the grievance is not resolved to the supervisor's satisfaction, he/she may request a review by the Board of Education. This request must be submitted no later than five (5) school days after the receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools who shall forward it along with all related papers to the Board of Education. The Board shall review the grievance, and shall at the option of the Board, hold a hearing with the supervisor and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

5. Arbitration

- a. If the decision of the Board does not resolve the grievance to the satisfaction of the supervisor and the supervisor wishes 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:
 - (1) A request shall be made by the Association within seven (7) calendar days of the notification of the Superintendent to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

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.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment, including typewriters, computers, mimeographing machines, other duplicating equipment, calculating machines and all types of audio/visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment incident to such use.

E. Exclusive Rights

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the supervisory employees, as defined in the unit, and no other organization.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

F. Agency Shop

6. Conflict with Other Units with Agency Shop

In negotiating with other bargaining units in the district related to agency shop provisions, the Board of Education shall exempt all supervisory employees from any agency shop claims from any unit other than the one in which the supervisory employee is eligible for membership.

7. Indemnity Clause

The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

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.
2. Transfer of Sick Leave to South Brunswick
 - a. Any supervisor employed effective July 1, 1983 or thereafter shall be entitled to transfer a maximum of twenty-five (25) accumulated sick leave days to South Brunswick which shall be credited on the day tenure is earned.
 - b. In no event shall a supervisor be eligible to accumulate more than ten (10) additional sick leave days in any one (1) academic year.
3. Supervisors who lose time due to an injury inflicted by a student or due to an injury suffered while quelling a disturbance shall not have lost time charged against accumulated sick leave.
4. Any supervisor 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.

B. Extended Disability, Health or Hardship Leave

1. Total Disability

"Total Disability" shall mean one which,

- a. results from bodily injuries or disease, and
- b. wholly prevents the supervisor from engaging in his/her regular occupation; or assuming duties assigned by his/her superior taking into consideration the nature and degree of the disability.

ARTICLE VIII

LEAVES OF ABSENCE

3. Benefits

- b. The amount of the monthly payments shall be determined in the following manner:
 - (1) The basic monthly salary shall be computed by dividing the annual salary by the number of months the supervisor is required to perform service, as provided in the annual contract.
 - (2) Ten (10) month supervisors (from September to June) shall not be eligible for benefit payments under this program during the months of July and August.
 - (3) Payments shall be made at the rate of sixty-seven (67%) percent of supervisor's salary subject to the limitations of e. below, at the time disability began except that there shall be a two thousand five hundred dollar (\$2,500) monthly limit on payments under this Section.
- c. The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as a supervisor by four (4). Benefits also shall be payable for a portion of a month.
- 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.

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 parents or grandparents of supervisor or spouse.
2. Two (2) additional days of absence with pay may be granted upon approval by the Superintendent for unusual or extenuating circumstances.
3. One (1) day leave of absence with pay may be granted upon approval by the Superintendent, or his/her designee to attend the funeral of a close relative or a close friend.

C. Legal Proceedings

Time necessary for appearances in any legal proceedings connected with the school system or which involves a South Brunswick student which the supervisor is required or requested to attend shall be granted without loss of pay. No salary deductions shall be made for absence when subpoenaed to be witness in court. Those regular supervisors called for jury duty shall be paid at their regular rate less compensated fees for jury duty. This section shall only be applicable when the supervisor is actually requested to be in court by an officer of the court.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

A. Extended Leaves of Absence:

1. A leave of absence without pay shall be granted to supervisors for military service in accordance with N.J.S.A. 18A:6-33. Upon recommendation of the Superintendent, any tenured professional staff member under this negotiating unit in the South Brunswick School System may be granted a leave of absence without pay for the purpose of study, teaching, or any approved activity leading to professional growth.
2. A supervisor returning from such leave shall be placed on the step of the salary schedule he/she would have attained had he/she remained in the school system.

B. All other leaves of absence may be granted as in Board Policy 4152 f.f., or after three (3) years of service, and reemployment shall be as in Board Policy 4152 l.1.

C. Child Rearing Leave

1. In the case of the birth of a child, any supervisor shall have the right to apply for a leave without pay for child-rearing purposes.
2. Application for child-rearing leave shall be made by the supervisor to the Superintendent at least three (3) months prior to the anticipated birth of the child.
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 provisions of C.4.

ARTICLE XI

SABBATICAL LEAVE

- A. Supervisors may be granted a sabbatical leave after seven (7) years service in the South Brunswick Township Public Schools for the purpose of: extended travel; advanced study; research; work or study, which will improve performance as a supervisor and/or will benefit the school system or portions thereof.
- B. Limitations
1. Supervisors may be granted a sabbatical leave after seven (7) years service in the South Brunswick Township Public Schools. When granted, said leave shall be for one (1) full year at half (1/2) salary or for half (1/2) year at full salary.
 2. Only one supervisor may be granted sabbatical leave in any one (1) calendar year.
 3. The recipient of a sabbatical leave shall agree to return to the school district for one (1) year after completion of the leave.
 4. Upon returning from leave, the supervisor shall be placed upon the step of the salary guide which he would have attained had he not taken said leave.
 5. No supervisor shall be eligible for a second sabbatical until he has served an additional seven (7) years.

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.

ARTICLE 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

Since supervision is the Department Supervisor's primary duty, he/she will be assigned a minimum of one teaching period as determined by the building 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/Blue Shield Pharmacy Plan.
- 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 \$370 over the single plan cost per enrolled unit member per year. If the cost of such insurance exceeds the per enrolled unit member cost of \$370 plus the single plan cost, the additional cost shall be borne by supervisors covered by the family plan.
- C.
1. Effective January 1, 1986, an employee retiring from the District shall be eligible to purchase existing prescription and/or dental insurance at the applicable group rate(s) for a period of five (5) years after the effective date of retirement.
 2.
 - a. The employee must elect to exercise such an option immediately upon retirement.
 - b. An employee who elects to be so covered may give up such coverage by giving the Board one (1) month's written notice of such a decision prior to July 1.
 3. Failure to elect such coverage initially under 2.a. above shall constitute a complete waiver of the applicable insurance for the remainder of the five (5) year period. Subsequent cessation of coverage under 2.b. above constitutes a waiver of the applicable insurance for the remainder of the five (5) year period.
 4. The Board shall inform the retiree of the applicable rate(s) in writing. The retiree shall forward to the Board payment for such insurance(s) prior to July 1 each year. Failure to advance such payment shall constitute a complete waiver of the applicable insurance(s) for the remainder of the five (5) year period.

ARTICLE XVII

SALARY

NAME	DEGREE	SALARY 1988/89	SALARY 1989/90
Weiner, R.	MA+30	\$36,000	\$39,312
Mandy, C.	MA	41,340	44,651
Ray, L.	MA+30	47,493	50,804
Hartwig, P.	MA	49,127	52,439
Kramp, D.	MA+30	49,709	53,021
Shoeman, E.	MA+30	49,998	53,310
Clark, C.	MA+30	50,510	53,822
Guthrie, J.	MA+30	50,492	53,803
Wullschleger, P.	MA+30	51,113	54,425
Chrabaszczyk, C.	MA	46,324	49,567

B. Change of Degree

Members of this association shall be eligible for an additional \$1,000 in salary upon the attainment of the following degree levels: MA-30, MA-60 and Doctoral degree level. The following rules shall determine change in degree level:

- a. Only graduate courses that apply directly to the teaching certification or teaching area shall be counted toward degree change.
- b. In each 30 credit block of graduate credits, a maximum of twelve (12) credits shall not be subject to the limitations of a. above.
- c. In order for credits, not falling under the terms of a. or b. above, to be counted toward degree credit, the supervisor must receive prior written approval of the superintendent. His/her decision shall not be subject to Article III.
- d. Credits falling under the terms of a. and b. or approved under c. shall count for degree credit only if the supervisor attains a grade of "B" or better. A "Pass" grade will be acceptable only if the supervisor has not been offered the choice of a number/letter grade rather than a "Pass-Fail". Failure to select a letter grade when offered shall eliminate such credits from consideration.

ARTICLE XVIII

PROTECTION OF EMPLOYEES AND PROPERTY

- A. The Board of Education shall carry an insurance policy to provide Workers Compensation for any supervisor who is injured while in performance of his/her duties.
- B. The Board of Education shall carry liability insurance to protect all supervisors in court suits arising out of the performance of office or duties.
- C. The Board shall endeavor to protect the supervisors, students and property from physical injury and shall endeavor to do everything within its power and means to do so to assure safe conditions in the schools, and on school buses.
- D. In the event of litigation, civil or criminal, the Board will extend to its professionals all of the protections afforded by the Statutes of the State of New Jersey.

ARTICLE XX

MISCELLANEOUS PROVISIONS

- A. Use of Automobile
 - 1. All members of the Association who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the rate established by the State of New Jersey for its employees.
- B. The Board will, at its own expense, print sufficient copies of this Agreement for present and future Association members.