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THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T

between

THE BOARD OF EDUCATION

of

THE TOWNSHIP OF SOUTH BRUNSWICK
COUNTY OF MIDDLESEX, NEW JERSEY

and

SOUTH BRUNSWICK SCHOOL ADMINISTRATORS ASSOCIATION

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ARTICLE I. RECOGNITION

1. The South Brunswick Township Board of Education hereby
2. recognizes the South Brunswick School Administrators Association as the
3. exclusive representative in collective negotiations concerning the terms
4. and conditions of employment for all Principals and Assistant Principals, the
5. Director of Instructional Development, the Director of Instructional Activities,
6. and any Administrative Assistants employed by the Board.

ARTICLE II, PRACTICES

1. The Association recognizes its obligation to represent equally
2. all members of every negotiation unit, without regard to membership,
3. participation or association with any activities of the Association.

ARTICLE III, SCOPE OF NEGOTIATION

1. The parties agree to enter into collective negotiations concerning
2. grievance procedures and terms and conditions of employment in accordance
3. with Chapter 303, Public Laws 1968.

ARTICLE IV, NEGOTIATION PARTICIPATION

1. A. Board-Association Negotiation Committee: A Board-Association
2. Committee composed of members of the Board of Education and members of the
3. SBSAA shall be created to conduct negotiations in good faith.
4. B. Negotiating Representatives: Neither party in any negotiations
5. shall have any control over the selection of the negotiating representatives
6. of the other party.
7. C. Consultants: Each party may have consultants present during
8. negotiations. When mutually agreed upon, clerical assistance and consultants
9. shall be contracted by both parties; in such case the costs will be shared
10. equally by the Association and the Board.
11. D. Representatives of SBEA: Representatives of the South Brunswick
12. Education Association may be present at their option as observers at
13. negotiating sessions. These observers may be called upon by either party
14. or may request an opportunity to clarify a pertinent issue. This in no
15. way implies that SBEA representatives are to be a party to negotiations
15. between the Board and SBSAA.

ARTICLE V, NEGOTIATION PROCEDURES

1. A. Meetings:

2. 1. On or before September 30 of each year, the President
3. of the Board and the President of the Association shall determine the
4. time, date and place of the first negotiations meeting.

5. 2. Meetings to negotiate salary and fringe benefits shall
6. begin no later than November 15.

7. 3. Prior to the conclusion of each meeting, an agenda shall
8. be established for the succeeding meeting.

9. 4. Special meetings can be established by either party
10. within 10 calendar days of receipt of a written request which specifies
11. the agenda for the meetings.

12. B. Exchange of Information: The Board agrees that the Association
13. shall have access to all available information concerning the financial
14. resources of the district together with information which may be necessary
15. for the Association to process any grievance.

16. C. Agreements:

17. 1. The Association and the Board will negotiate in a good
18. faith effort to reach agreement concerning the matters under discussion
19. during negotiation meetings. Any agreement so reached and approved by
20. both parties shall be reduced to writing and shall be signed by the Board
21. President and the Association President.

22. 2. Any agreement shall be binding upon the Board and the
23. Association only to the extent permitted under the laws of the State of
24. New Jersey and the United States.

25. D. Impasse: In the event that the Board and the Association have
26. failed to reach agreement on all topics of negotiations, after genuine
27. and sincere efforts to negotiate, either the Board, the Association, or
28. the two jointly, may notify the Executive Director of the Public Employment
29. Relations Commission in writing that an impasse exists, and shall request
30. the assignment of a mediator, and follow the procedures and regulations
31. as outlined in P.L. 303 (N. J. Employer-Employees Relations Act)
32. (Bd. & S.B.S.A.A. Agreed).

ARTICLE VI, SALARY AND FRINGE BENEFITS

1. A. Salary Schedules: The parties agree that the Board of Education
2. will increase the salaries of members of the Association in amounts varying
3. from approximately 4.87% to 5.25% above current salaries, effective July 1,
4. 1972. It is understood that the specific amounts of increase to be allocated
5. to each position will be jointly determined immediately subsequent to this
6. date.

7. It is further agreed that the parties will meet jointly at such time
8. as are mutually satisfactory in an effort to develop such an acceptable
9. salary program as a substitute for that which has prevailed heretofore.

10. In the event the parties cannot reach an agreement on a new salary
11. program by May 31, 1973, it is agreed that they will consult Dr. Allan
12. Weisenfeld to assist them in developing an acceptable salary program.

13. B. Sick Leave: Administrators shall be granted 12 days of sick leave
14. per year as of July 1, 1970. Any unused sick leave shall be accumulative.

15. C. Insurance: All insurance coverages provided by the Board for
16. teachers and other professional personnel will also be provided for all
17. personnel included in this agreement.

18. D. Vacations: All personnel included in this agreement shall be
19. entitled to one month's* vacation each year and all holidays which occur
20. when school is closed. A flexible work schedule shall be in effect
21. during Christmas and Easter vacations. All vacations shall be arranged
22. in accordance with the best interests of the school system.

*Vacations of one month, defined as 22 working days, shall be granted
to each employee covered by the agreement.

23. Sabbatical Leaves: All personnel included in this proposal shall
24. be entitled to be granted a sabbatical leave for study or other reasons
25. valuable to the school system subject to the following conditions:

26. 1. A sabbatical leave shall be for one (1) full year at half
27. ($\frac{1}{2}$) salary, or for half ($\frac{1}{2}$) a year or smaller fraction thereof at full salary

28. 2 Personnel are eligible to be granted a sabbatical leave after
29. they have completed seven (7) years of service in the South Brunswick
30. Township Schools.

31. 3. No more than the equivalent of one of the personnel included
32. in this Agreement shall be granted sabbatical leave during any school year,
33. nor more than the equivalent of one person every three years. When more
34. than one person is granted sabbatical leave within the limitations set
35. forth above, the total time granted is not to exceed six (6) months.

36. The Superintendent may determine that additional leaves would be of benefit
37. to the school system.

38. 4. When an administrator is granted a sabbatical leave, his
39. position and all other administrative positions in the school system will
40. be filled during such leave unless it is determined by the Superintendent
41. and the Principal of the building concerned, or solely the Superintendent
42. for Central Office positions, that it is inappropriate to fill the position
43. during the person's absence. The Superintendent of Schools shall be
44. responsible for the development of rules and regulations to implement this
45. policy.

ARTICLE VII, GRIEVANCE

1. A. Definition: A grievance shall mean a complaint by an employee that
2. there has been as to him a violation, misinterpretation, or mis-application
3. of a policy, an agreement, or an administrative decision, except that the
4. term grievance shall not apply to any matter as to which (a) a method of
5. review is prescribed by law or by any rule or regulation of the State
6. Commissioner of Education, or (b) the Board and/or Administrative officers
7. are without authority to act, or (c) a complaint of any employee represented
8. by the Association in a non-tenure position which arises solely by reason
9. of his being not employed, re-employed, retained, or continued in that
10. position. As used in this definition, the term employee shall also mean
11. a group of employees having the same grievance.

12. B. Rights of the Aggrieved: Any individual employee represented
13. by the association shall be ensured freedom from restraint, interference,
14. coercion, discrimination, or reprisal in presenting his appeal. He shall
15. have the right to present his own appeal or to designate a representative
16. of the Association, or other persons of his own choosing to appear with
17. him at any step in the grievance procedure. Whenever he chooses to have
18. other persons to appear with him, the Association will have the option of
19. being present.

20. C. Grievance Notification: The Association shall be notified of
21. all grievances in advance of any grievance meetings in which any employees
22. represented by the Association are involved.

23. D. Procedure:

24. 1. An employee with a grievance shall first discuss it with
25. his immediate supervisor within thirty (30) calendar days with the object

26. of resolving the matter informally.

27. 2. If, as a result of the discussion, the matter is not
28. resolved to the satisfaction of the employee within five (5) school days,
29. he shall set forth his complaint in writing to his immediate supervisor.
30. The supervisor shall communicate his decision to the employee in writing
31. within three (3) school days of receipt of the written complaint.

32. 3. The employee may appeal the supervisor's decision to the
33. Superintendent of Schools. The appeal to the Superintendent must be made
34. in writing and must set forth the grounds upon which the grievance is based.
35. The Superintendent shall request a report on the grievance from the
36. supervisor, shall confer with the concerned parties, and, upon request,
37. with the employee or supervisor separately. He shall attempt to resolve
38. the matter as quickly as possible, but within a period of ten (10) school
39. days. The Superintendent shall communicate his decision in writing to the
40. employee and the supervisor.

41. 4. If the grievance is not resolved to the employee's satis-
42. faction, he may request a review by the Board. The request shall be sub-
43. mitted in writing through the Superintendent, who shall attach all related
44. correspondence and forward the request to the Board. The Board shall
45. review the grievance, hold a hearing with the employee, and render a
46. decision in writing within ten (10) school days of receipt of the request.

47. 5. If the grievance is still not resolved to the satisfaction
48. of the aggrieved party, and the Grievance Committee of the Association
49. feels the grievance has merit, the grievance may be submitted to arbitration
50. by a written notice to the Board within ten (10) school days following
51. receipt of the Board's decision: .

52. 6. Within ten (10) school days after such written notice of
53. submission to arbitration, the Board and the Grievance Committee shall
54. attempt to select a mutually acceptable arbitrator and shall obtain a
55. commitment from said arbitrator to serve. If the parties are unable to agree
56. upon an arbitrator or to obtain such a commitment within the specified
57. period, a request for a list of arbitrators may be made to the American
58. Arbitration Association for the selection of an arbitrator. If the parties
59. are still unable to agree upon an arbitrator, they shall request the
60. American Arbitration Association to appoint an arbitrator.

61. 7. The arbitrator so selected shall confer with the representa-
62. tives of the Board and the Grievance Committee and hold hearings promptly
63. and shall issue his decision not later than twenty (20) calendar days from
64. the close of the hearings, or if oral hearings have been waived, then from
65. the date the issues are submitted to him. The arbitrator's decision shall
66. be in writing and shall set forth his findings of fact, reasoning and con-
67. clusions on the issues submitted. The arbitrator shall be without power
68. or authority to make any decision which requires the commission of an act
69. prohibited by law or which violates the terms of this agreement. The
70. decision of the arbitrator shall be submitted to the Board and the Associa-
71. tion and shall be final and binding on the parties.

72. 8. The costs for the services of the arbitrator, including per
73. diem expenses, if any, and actual and necessary travel, subsistence expenses
74. and the cost of the hearing room shall be borne equally by the Board and
75. the Association.

ARTICLE VIII, PARTICIPATION PLAN

1. A. Rights and Responsibilities: It shall be the right and respon-
2. sibility of the administrative staff to participate in the development of
3. the educational program and professional practices in accordance with the
4. procedures described in Board policy and/or rules and regulations. It
5. shall also be the right and responsibility of the administrative staff
6. to participate in the development and/or revision of policies or rules and
7. regulations or agreements to be negotiated which govern the development of
8. the educational program, student, professional and non-professional
9. personnel practices, determination of educational materials, and use of
10. school facilities. These policies and rules and regulations shall include
11. matters covered in the Board Policy Manual as well as any negotiated
12. agreements with other professional groups.

13. B. Definition of Participation: Participation shall mean taking
14. part in a collective development of policies through a sharing of ideas,
15. considerations, and concerns. Such participation could take place during
16. the Fifth Monday of Month Meetings, an appointed special committee, and
17. Administration Council Meetings.

18. C. Notification of Intention to Change Policy: The Board shall
19. notify the Association of its intention to change policies and/or rules and
20. regulations listed in the Board Policy Manual and other items listed in Part
21. A at least thirty (30) calendar days prior to action at a public Board meet-
22. ing. Within ten (10) calendar days of notification, the Association shall
23. notify the Board in writing whether or not it wishes to meet or consult
24. with the Board on this matter. If a meeting is desired by either party,
25. it shall be held at least 10 days prior to public action.

ARTICLE IX, MISCELLANEOUS

1. A. This Agreement incorporates the entire understanding of the
2. parties on all matters which were or could have been the subject of
3. negotiation. During the term of this Agreement neither party shall be
4. required to negotiate with respect to any such matter whether or not
5. covered by the Agreement and whether or not within the knowledge or
6. contemplation of either or both of the parties at the time they negotiated
7. or executed this Agreement.

8. B. Any provision of this Agreement or any application of this
9. Agreement to any employee or group of employees is held to be contrary
10. to law, then such provision or application shall not be deemed valid and
11. subsisting, except to the extent permitted by law, but all other pro-
12. visions or applications shall continue in full force and effect.

ARTICLE X, Duration of Agreement

1. A. This Agreement shall be effective as of July 1, 1972 and shall
2. continue in effect until June 30, 1973, subject to the Association's
3. right to negotiate over a successor agreement as provided in the Negotiations
4. Procedure of Article V, with the understanding that the dates mentioned
5. there refer to the year immediately preceding the expiration of this contract.
6. It is understood that such successor rights depend upon the continued
7. certification of the Association as the exclusive bargaining agent for the
8. South Brunswick Township School District unit set forth in Article I,
9. such continued certification being subject to the procedures established
10. by the Public Employment Relations Commission of the State of New Jersey.
11. This Agreement shall not be extended orally and it is expressly understood
12. that it shall expire on the date indicated.
13. B. In witness whereof the parties hereto have caused this
14. Agreement to be signed by their respective presidents, attested by their
15. respective secretaries.

For the Association

For the Board

President

President

Secretary

Secretary