

CONTRACT AGREEMENT

X 1981-82 thru 1985-86

between

ROXBURY TOWNSHIP

BOARD OF EDUCATION

and

ROXBURY TOWNSHIP

SUPERVISORS' ASSOCIATION

(Succasunna, New Jersey)

LIBRARY
Institute of Management and
Labor Relations

MAR 2 1982

RUTGERS UNIVERSITY

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*Indicates changes or additions to this contract.

ARTICLE I
RECOGNITION

The Board recognizes the Roxbury Supervisors' Association Inc. as the exclusive majority representative within the meaning of the New Jersey Public Employer-Employee Relations Act for the following certificated personnel employed by the Roxbury Board of Education:

Business Department Supervisor

Director of Guidance

English Department Supervisor

Fine Arts Department Supervisor

Foreign Languages Department Supervisor

Industrial Arts & Home Economics Department Supervisor

Mathematics Department Supervisor

Physical Education Department Supervisor

Science Department Supervisor

Social Studies Department Supervisor

To retain such official recognition, the Association agrees to submit a certified membership list no later than October 15 of each year during the period in which this agreement is in effect. The provisions of this agreement shall apply to the above listed employees who shall hereafter be referred to and defined as "Supervisors."

ARTICLE II

PROCEDURE FOR CONDUCTING NEGOTIATIONS

A. Areas for Discussion and Agreement

The Association and the Board have agreed to negotiate, in good faith, matters related to terms and conditions of employment.

B. Negotiating Teams

The designated representative(s) of the Board will meet with the representative(s) designated by the Association for the purpose of negotiating terms and conditions of employment under the New Jersey Employer-Employee Relations Act. Neither party in any negotiations shall have control over the selection of negotiating representatives of the other, and each party may select its representatives from within or outside the school district.

C. Exchange of Information

Both parties shall furnish information pertinent to the issues under consideration as long as such information is within the public domain.

D. Consultants

In the event consultants are called upon during the negotiating sessions, the expenses will be borne by the party requesting the assistance.

ARTICLE III
GRIEVANCE PROCEDURES

A. Definition

A grievance shall mean a complaint by a supervisor or group of supervisors that there has been to the supervisor or group of supervisors a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of this agreement.

B. Procedure

1. A grievance to be considered under this procedure must be initiated in writing by the supervisor(s) within twenty (20) calendar days from the date when the supervisor(s) knew or should have known of its occurrence.

2. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved supervisor(s) to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(b) It is understood that supervisors and the Board shall, notwithstanding the filing of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance is resolved and any effect thereof shall have been fully terminated.

3. Any supervisor who has a grievance shall discuss it first with the principal in an attempt to resolve the matter informally at this level.

ARTICLE III - Continued

4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the supervisor(s) within five (5) working days, the grievance shall be set forth to the Superintendent in writing specifying:

- (a) the nature of the grievance;
- (b) the nature and extent of the injury, loss or inconvenience;
- (c) the result of previous discussions;
- (d) his dissatisfaction with decisions previously rendered.

5. The Superintendent shall, within five (5) working days after the receipt of the grievance, provide for a hearing before the Superintendent and shall communicate his decision, in writing, within five (5) working days following the conclusion of said hearing. Said hearing shall be scheduled and conducted as expeditiously as possible.

6. If the grievance is not resolved to the supervisor's satisfaction, the supervisor, no later than five (5) working days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent's Office who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the aggrieved present, and shall render a decision, in writing, within thirty (30) calendar days of receipt of the grievance by the Board.

ARTICLE III - Continued

7. (a) If the decision of the Board does not resolve the grievance to the satisfaction of the aggrieved and the aggrieved wishes a review by a third party, the aggrieved shall notify the Board through the Superintendent within ten (10) working days of receipt of the Board's decision, of the desire to have the decision reviewed by a third party. There shall be no right to review by a third party, however, of any issue involving the following: (i) a complaint of a non-tenure supervisor which arises by reason of not being re-employed; (ii) a complaint by any certificated personnel occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or not required.

(b) In the event the aggrieved person desires to secure the services of a third party hereunder, such a third party as an arbitrator shall be obtained from P.E.R.C. and the rules of that agency shall govern the arbitration except as inconsistent herewith;

(c) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the agreement between the parties or any policy of the Board. The decision of the arbitrator shall be advisory only and shall not be final and binding upon the parties.

(d) In the event that binding arbitration for the resolution of grievances is imposed by State or Federal Law during the term of this agreement, it is agreed that such binding arbitration shall be incorporated in this agreement on the effective date of such law.

ARTICLE III - Continued

8. Any aggrieved person may be represented at all stages of the grievance procedure by himself, by a representative of his own choosing, or one selected or approved by the Association.

9. The Board and the Association shall assure the aggrieved person freedom from restraint, interference, coercion, discrimination or reprisal in presenting the appeal with respect to the grievance.

10. The parties hereto shall be individually and severally responsible for all costs incurred by each in connection with grievance policy and only the fee and expenses, if any, of an arbitrator selected under Paragraph 7 hereunder shall be shared by each party, each paying one-half.

11. The grievance meetings and hearings under this procedure to this Article shall not be conducted in public and shall include only the parties in interest and their designated or selected representatives; provided, however, that the terms of this paragraph shall be subject to the provisions of any applicable State or Federal Law.

ARTICLE IV
SUPERVISORS' RIGHTS

The Board hereby agrees that every professional employee of the Board shall have the rights conferred by law to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and for mutual aid and protection.

Nothing contained in this agreement shall constitute a waiver of any rights or grievance procedures guaranteed under any State or Federal Law provided, however, that this provision shall not require the Board to incorporate binding arbitration into this agreement in a manner inconsistent with the provisions of Article III B.7.(d).

ARTICLE V

ASSOCIATION RIGHTS

A. The Board agrees to provide to the Association available information concerning the financial resources of the school district and such other information which may be necessary for the Association to process any grievance or complaint; provided that such information shall be furnished in accordance with the provisions of the right-to-know law.

B. The Association shall have the right to use facilities and equipment, with permission, in accordance with the same policy that holds for any other organization or group in the community, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies that are used. The Association shall have the privilege of using school mail boxes as it deems necessary with the prior approval of the Superintendent's Office.

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ARTICLE VI

ADMINISTRATIVE TIME

A. The Board and the Association agree that it is the responsibility of the supervisors to structure their working day in consultation with and approval by the building principal. They shall organize their time to insure that all duties are performed and obligations met. This concept recognizes the professional nature of the supervisors' position and the right of the Board to review, evaluate, supervise and approve the fulfillment of the requirements of the position of supervisor.

ARTICLE VII

SUPERVISORS' EMPLOYMENT

A. Supervisors shall be placed on any step on the guide for the position offered at the time of employment as may be determined by the Board at its sole discretion.

B. Supervisors shall be notified in writing of their employment for the coming year no later than April 30.

C. Any supervisor employed prior to September 1 of any school year shall be given full credit for one (1) year of service towards the next increment step for the following year.

ARTICLE VIII

PAYMENT OF SALARY CHECKS

A. Supervisors employed on a ten (10) month basis shall be paid in twenty (20) semi-monthly installments.

B. Supervisors may individually elect to have a designated portion of their monthly salary deducted from their pay checks. These funds shall be deposited with the TRI-CO Federated Teachers' Credit Union of Morristown, New Jersey. Every effort shall be made to insure that deposits are made within five (5) days of payment of each check.

Any change in salary deductions authorized by a supervisor shall be reported to the Board Office no later than June 1 to effect such change in salary deductions the following July 1.

Supervisors new to the Roxbury School System may enroll in the TRI-CO program in September of their first year.

C. Supervisors shall be paid twice monthly, on the 15th and 30th day of the month. When a holiday or weekend falls on the above dates, the supervisors shall receive their checks on the date prior.

ARTICLE IX

DEDUCTION FROM SALARY

The Board agrees to make the following payroll deductions and consider other deductions on the basis of feasibility:

Tax Sheltered Annuity Plan

Teachers' Pension Supplemental Annuity Fund Plan

Teachers' Pension Group Life Insurance Plan

Employee Income Protection Plan

Employee Organization Dues

TRI-CO Savings Plan

Teachers' Pension and Annuity Fund Loan Plan

ARTICLE X

TRANSFER AND ASSIGNMENTS

A. Voluntary transfer and Assignments

1. A vacancy is any supervisors' position that required a certified member of the professional staff.

2. A list of supervisor vacancies within the school system shall be posted in each building as they occur.

3. Supervisors who desire a change in assignment may file a written statement of such desire with the Superintendent before February 1 of the school year.

B. Involuntary Transfers

1. The parties hereto recognize the fact that the Board shall have the right to transfer a supervisor to any assignment within the district is a Board decision. When such a transfer is made, consideration will be given to such things as length of service in the position and supervisor competency.

2. An involuntary transfer shall not occur without the supervisor first having the opportunity to meet and discuss it with the Superintendent; provided, however, that a supervisor must request such a conference no later than five (5) working days following receipt of the notice of transfer.

ARTICLE XI
LEAVE POLICY

A. Sick Leave

Each supervisor shall be entitled to ten (10) sick leave days per year. After fifteen (15) years of service, supervisors will receive twelve (12) sick days per year. Any unused sick leave days shall be a cumulative and available for sick leave, if needed, in subsequent years. Previously accumulated unused sick days will be restored to all supervisors returning from a Board approved leave of absence.

B. Temporary Leave of Absence With Pay

Each supervisor shall be entitled to five (5) days leave per year with pay due to personal emergencies which shall include personal legal matters, religious holidays, severe illness in the family, marriage of the employee or a member of the employee's "immediate family" or other personal emergency; provided that prior to taking such leave the supervisor shall provide reasons to the Building Principal or his designee for such leave.

In addition, three (3) days leave shall be available to attend funeral services for each death in the immediate family or immediate household.

C. Military Leave

Military leave without pay shall be granted to any supervisor who is inducted in any branch of the Armed Forces of the United States for the period of such induction.

ARTICLE XI - Continued

- D. Sabbatical leaves as defined in Article XV. *
- E. Other leaves of absence without pay may be granted by the Board.
- F. All benefits to which a supervisor was entitled at the time the leave of absence commenced shall be restored upon return from a leave pursuant to this Article.
- G. All extensions or renewals of leaves shall be applied for in writing and the response shall be given in writing.
- H. Compensation for Unused Sick Days on Retirement or Resignation

Upon resignation or retirement after ten (10) years of service in the Roxbury School System, the supervisor shall receive a lump sum payment of \$16.00 per day for each unused day accumulated in the sick leave bank while employed by the Board before or after the effective date of this Agreement,

ARTICLE XII

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MILEAGE

All authorized mileage expenditures shall be reimbursed at the rate of 18.5¢ per mile.

ARTICLE XIII

PROFESSIONAL IMPROVEMENT POLICIES

A. Tuition Payment Policy

The Board agrees to pay one-half tuition costs for courses taken by a supervisor at an accredited college or university not to exceed a maximum of six credits per semester or 18 credits per year. The courses shall be relevant to the area of employment as determined and approved by the Superintendent.

B. Graduate Incentive Policy

A maximum of six (6) hours of non-college credit may be accumulated each three years within the Roxbury School District. Such study shall deal directly and specifically with the improvement of curriculum and instruction in the Roxbury Schools. These studies shall be equivalent in requirements and quality to other accredited graduate studies and have the approval of the Superintendent.

ARTICLE XIV
INSURANCE PROTECTION

The Board shall continue to provide the health care insurance protection listed below:

A. The Board will pay 100% family coverage for those participants in the following Roxbury School District insurance group plans:

Blue Cross

Blue Shield

Rider J

Major Medical

Family - Prescription-Drug Plan
with a co-payment option

B. Should the Board require a physical examination of a supervisor, the Board shall assume the cost of said examination. Examinations shall be performed by the school physician or his designee.

C. During the course of this five (5) year contract, any and all insurance benefits afforded to other units in the district shall be given to the Supervisors, in the same amount and under the same conditions. *

ARTICLE XV

SABBATICAL LEAVES

A. A sabbatical leave may be granted to supervisors for study of value to the school system as determined by the Superintendent with the final approval by the Board. Supervisors may apply for a sabbatical leave upon completion of at least seven years of service in the Roxbury Township School District. Request for such leave shall be made before October 1 prior to the year for which such absence is requested. Such application shall be made upon a form furnished by the Board and shall be accompanied with a detailed proposal for study or research to be accomplished during the leave. Action on all such requests will be taken no later than the February 1 immediately preceding commencement of the school year for which the leave is requested.

B. A supervisor on sabbatical leave for one (1) year shall receive one-half (1/2) of his full salary at the step the supervisor would have attained had the supervisor remained in the supervisor's position. A supervisor granted one-half (1/2) year leave shall receive full salary for the half year at the step the supervisor would have attained had the supervisor remained in the supervisor's position. Salary payments shall be made semi-monthly in accordance with the schedule for the school system. All supervisors granted and given sabbatical leaves shall receive full fringe benefits. Supervisors shall receive credit on the salary schedule for sabbatical leave.

ARTICLE XV - Continued

C. Not more than one (1) supervisor shall be granted sabbatical leave for the same year.

D. Supervisors granted sabbatical leave are expected to return to the Roxbury Township School System for a minimum of two years following the sabbatical leave. If the supervisor terminates employment before the end of this two-year period, the supervisor must repay to the Board the full amount of the salary received while on sabbatical leave.

E. Sabbatical leaves may be rescinded by the Board in its sole discretion at any time during the year for which such leave is granted when in the judgement of the Board the conditions under which such leave was granted have changed. It is agreed that the granting and/or rescinding of sabbatical leave hereunder shall be within the sole discretion of the Board. Any action taken by the Board in acting on an application for sabbatical leave or rescinding of sabbatical leave shall not be a matter for grievance.

ARTICLE XVI

SEPARABILITY

If any provision of this Agreement or any application of this agreement to any employee or group of employees or to the Board of Education is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE XVII

SUPERVISOR'S EVALUATION

A. Supervisors will be evaluated under the Professional Personnel * Supervision and Evaluation Policy adopted by the Board. At the end of each school year, an evaluation committee, as selected by the Superintendent, will study the procedure for possible revisions.

B. A supervisor shall have the right for good cause, after request for an appointment, to review the contents of his personal file except for confidential personal references. This review shall be made in the presence of the Superintendent or his designee. The supervisor shall have the right to submit comments in writing concerning any material and his comments shall be attached to the file copy.

C. The Board agrees to exercise reasonable care to protect the confidentiality of personal references, academic credentials and other similar documents.

ARTICLE XVIII

SALARY

Salary of the supervisors for the term of this agreement shall be as set forth in Schedule A annexed hereto.

ARTICLE XIX

MUTUAL AGREEMENT

This agreement shall not be altered, changed, added to, deleted from or modified except through the voluntary and mutual consent of the parties through means of a written amendment executed by each of the parties hereto.

ARTICLE XX

SCOPE OF THE AGREEMENT

This Agreement represents and incorporates the complete and final understanding and settlement of the parties of all bargainable issues which were or could have been the subject of negotiations. Subject to applicable law and the provisions of the New Jersey Employer-Employee Relations Act, during the term of the Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXI
SAVINGS CLAUSE

Except as this Agreement shall specifically provide, all terms and conditions of employment applicable to supervisors which are set forth in the official authorized and current written rules, written regulations and/or written policies of the Board shall continue to be so applicable during the term of this Agreement.

ARTICLE XXII

BOARD OF EDUCATION RIGHTS

A. The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including but without limiting the generality of the foregoing, the right:

1. To exercise executive management and administrative control over the school system and its properties and facilities.

2. To hire all employees subject to the provisions of the law and subject to the limitations of this Agreement.

3. To establish grade levels and courses of instruction, including special programs, and to provide for athletic, recreational and social events for students, all as deemed necessary and/or advisable by the Board.

4. To control the means and methods of instruction, the selection of textbooks and other teaching materials, aids, and equipment.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey, and the Constitution and laws of the United States.

ARTICLE XXIII

DURATION OF AGREEMENT

This agreement shall be effective during the period July 1, 1981 to June 30, 1986.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals or caused these presence to be signed by their proper corporate officers and caused their proper corporate seals to be hereto affixed the day and year first above written.

THE BOARD OF EDUCATION OF
THE TOWNSHIP OF ROXBURY

By Shuly Bann
President

ATTEST:

By [Signature]
Chairman, Negotiations
Committee

THE ROXBURY TOWNSHIP
SUPERVISORS' ASSOCIATION, INC.

By [Signature]
President

ATTEST:

BY [Signature]
Chairman, Negotiations
Committee

SCHEDULE A

ROXBURY SUPERVISORS ASSOCIATION

1981-82 through 1985-86

| <u>Step</u> | <u>1981-82</u> | | <u>1982-83</u> | | <u>1983-86</u> | |
|-------------|----------------|---------------|----------------|--------------|----------------|--------------|
| | <u>Ratio</u> | <u>Salary</u> | <u>Step</u> | <u>Ratio</u> | <u>Step</u> | <u>Ratio</u> |
| 1 | .75469 | \$21,600.00 | 1 | .75482 | 1 | .75497 |
| 2 | .79151 | 22,654.00 | 2 | .79164 | 2 | .79179 |
| 3 | .83858 | 24,000.00 | 3 | .83858 | 3 | .83858 |
| 4 | .87572 | 25,064.00 | 4 | .87990 | 4 | .87990 |
| 5 | .92072 | 26,352.00 | 5 | .92085 | 5 | .92990 |
| 6 | 1.0470 | 29,966.00 | 6 | 1.0485 | 6 | 1.05 |

A. Supervisors salaries shall be calculated by multiplying the approved ratio times the top step of the M.A. +30 teachers' guide for the appropriate year of the contract.

B. Additional service increments of \$200.00 after 15, 20, 25, 30, 35, 40.