

Contract no. 1410

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AGREEMENT
BETWEEN THE
RAMSEY BOARD OF EDUCATION
AND THE
RAMSEY SCHOOL SUPERVISORS ASSOCIATION

JULY 1, 1991 - JUNE 30, 1992

PREAMBLE

This agreement entered into this first day of July, 1991, and between the Board of Education of Ramsey, hereinafter called the "Board", and the Ramsey Supervisors Association, hereinafter called the "Association", represents the complete and final understanding on all bargainable issues between the Board and the Association for the term of this Agreement.

ARTICLE 2 - NEGOTIATION PROCEDURE

- A.1. 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 for all personnel in the negotiations unit for whom the Association is authorized to negotiate in accordance with Article 1, entitled "Recognition", of this Agreement. Any agreement so negotiated shall be applicable to the aforementioned personnel and shall be reduced to writing. To be effective, such agreement must have been ratified by the membership of the Association, adopted by appropriate resolution of the Board, and signed by the Board and the Association. The Board reserves the right to request proof of ratification of the membership of the Association before appending its signature to any such agreement.
- A.2. The Association and the Board shall submit their proposals to the opposite party not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires.
- A.3. Negotiations shall commence on the date selected by the parties but no later than January 15 prior to the expiration of this Agreement.
- A.4. All meetings between the parties for the purpose of negotiations shall be scheduled, whenever possible, to take place when the Supervisors involved are free from assigned educational responsibilities. When, however, the parties mutually determine that a meeting shall be scheduled during the school day, the Supervisors involved shall be excused from their duties and shall suffer no loss of pay.
- B.1. The Board agrees to furnish the Association, in response to reasonable requests made by the Association from time to time, available public information and data concerning the Ramsey Schools. Nothing contained herein shall impose upon the Board any obligation to disclose any information which may be classified as privileged and/or confidential.
- B.2. 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.
- C.1. Should a mutually acceptable amendment to this Agreement be agreed upon by the parties, it shall be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

expedite the process. The limits specified may, however, be extended by mutual agreement. The failure of a grievant(s) to proceed to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at the level last resorted to and shall constitute a waiver of any further proceedings on the basis of the grievance in question.

- C.3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a grievant(s), the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as thereafter as is practicable.
- C.4. Level One : An employee(s) shall first discuss a potential grievance, either directly or through the Association's designated representative, with the immediate superior who is involved in the matter in an informal conference.
- C.5. Level Two :
- a. If the employee(s) or the grievant(s) is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after discussion of the grievance at Level One, the grievant(s) may file the grievance in writing with the immediate superior within five (5) school days after the decision at Level One, or within ten (10) school days after the grievance was discussed at Level One, whichever is sooner.
 - b. A grievance shall be in writing and shall set forth the specific allegations of fact which gave rise to the grievance, the specific provision(s) of the Agreement alleged to have been violated, the date of the event or acts which gave rise to the grievance and the relief sought to the immediate supervisor.
- C.6. Level Three : If the grievant(s) is not satisfied with the disposition of the grievance at Level Two, or if no written decision has been rendered within five (5) school days after the grievance was delivered to the immediate superior at Level Two, the grievant(s) may, within five (5) school days after a written decision by the immediate superior, or within ten (10) school days after the grievance was delivered to the immediate superior, whichever is sooner, appeal the decision in writing to the Superintendent.
- C.7. Level Four : If the grievant(s) is not satisfied with the disposition of the grievance at Level Three, or if no written decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent at Level

- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

RIGHT TO REPRESENTATION

- D.1. Any grievant(s) may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. The Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- D.2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any grievant(s), any Association representative or any unit member because of participation in the grievance procedure.

MISCELLANEOUS

- E.1. If, in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing, under the time lines of C.1. above, to Level Three directly.
- E.2. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person(s) do not wish to do so.
- E.3. Decisions rendered at Levels Two, Three and Four shall be in writing and set forth the decision and the reasons for it. Copies of the decision shall be sent to the grievant(s) and to the Association.
- E.4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the parties in interest.
- E.5. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
- E.6. The meetings and hearings held under this procedure shall not be conducted in public and shall include only the parties in interest, their designated or selected representatives and their witnesses.
- E.7. Employees are required to carry out all administrative directives despite an alleged contract violation or the pendency of a grievance.

ARTICLE 4 - ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A.1. The Association recognizes its obligation to represent equally all members of the negotiations unit, without regard to membership, participation or association within any activities of the Association.
- B.1. The Association shall be responsible for acquainting its members with this Agreement and shall urge adherence to its provisions.
- C.1. Use of School Buildings - The Association and its representatives shall have the right to use school buildings for meetings. The Association shall comply with the procedures promulgated by the Administration for building use.
- D.1. Use of School Equipment - The Association shall have the right to use school facilities and equipment, including typewriters, duplicating equipment, calculating machines and all types of audio-visual equipment. The Association shall reimburse the Board for the cost of all materials used.
- E.1. Mail Facilities and Mail Boxes - The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.

ARTICLE 6 - BOARD RIGHTS AND RESPONSIBILITIES

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations; (a) to direct the support staff of the school district; (b) to hire, promote, transfer, assign and retain support staff in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against support staff; (c) to relieve employees from duty because of lack of work or for other legal reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 8 - TEMPORARY LEAVES OF ABSENCE

SICK LEAVE

- A.1. All employees shall be allowed sick leave with full pay for ten (10) days per year.
- A.2. Newly-employed employees who commence work after September 1 shall, at the time of employment, be credited with sick leave prorated to the number of months remaining in the work year. For these purposes, a portion of a month shall equal a full month.
- A.3. Sick leave not used in any one (1) year shall be accumulative, and any sick leave day not utilized during the year shall be carried from year to year unless and until it is used in any subsequent year or years.

PERSONAL LEAVE

- B.1. Any employee may be allowed personal days without pay loss for any one of the following reasons:
 - a. Attendance at college graduation ceremonies of the individual teacher or his child or spouse.
 - b. Taking a dependent to or from college at the beginning or the end of the academic year.
 - c. Funeral attendance for a relative or close friend, other than those noted elsewhere in this Agreement.
 - d. Observance of a religious holiday.
 - e. Legal business other than that provided for elsewhere in this Agreement which cannot be conducted outside of school hours.
 - f. Home emergency which requires immediate attention, such as a plumbing, heating or refrigeration problem.
- B.2. Request for such time off must be made in writing to the Superintendent.

PROFESSIONAL MEETINGS

- C.1. Supervisors may be allowed time off to attend professional meetings or conferences at the discretion of the Superintendent.

DEATH OR SERIOUS ILLNESS

- D.1. Any employee shall be allowed up to five (5) days without loss of pay at any one time in the event of death or serious illness in the immediate family. Immediate family shall be

ARTICLE 9 - EXTENDED LEAVES OF ABSENCE

DISABILITY

- A.1. Any employee who anticipates undergoing a state of disability, such as but not limited to surgery, hospital confinement, medical treatment or pregnancy, may apply for a leave of absence based upon said disability in accordance with provisions hereinafter set forth.
- A.2. All employees anticipating a state of disability shall notify the Superintendent of the condition expected to result in disability as soon as the condition which may result in disability is known.
- A.3. An employee desiring an unpaid disability leave shall provide the Board with a certificate concerning the disability from his/her physician. Said certificate shall review the nature of the disability and the anticipated commencement and termination dates for said disability. The Board may request that its physician, or a physician of its choosing, confer with the employee's physician. The Board may require the employee to be examined by its own physician if recommended by the Board's physician after said conference. Said examination will be at the Board's expense.
- A.4. In all cases where there is a dispute or difference of opinion between the employee's physician and the Board physician, the two doctors will select a third, and the parties will be governed by the opinion of the third physician. Should the doctors not agree on such third physician, he or she will be selected by the County Medical Society. The expense of the third physician will be shared by the parties.
- A.5. The employee requesting a leave under the provisions of A.6. and A.7. shall specify in writing the date on which he or she wishes to commence said leave and the date on which he or she wishes to return to employment following recovery from said disability.
- A.6. If the provisions of the foregoing sections have been met, the Board shall grant an unpaid leave of absence to an employee up to the balance of the year which concludes on June 30.
- A.7. The employee may seek an additional unpaid leave of absence of one (1) full school year or less by making application to the Superintendent no later than April 1 of the school year in which the disability leave commenced. The application shall include the employee's statement as to the period of additional unpaid leave required, not to exceed one (1) additional school year. It must be accompanied by a physician's statement pursuant to A.3.
- A.8. The provisions of A.1. et seq. shall not be deemed to impose on the Board any obligation to grant or extend a leave of

ARTICLE 10 - PROFESSIONAL IMPROVEMENT

The Board of Education agrees:

- A.1. To pay the full cost of tuition, textbooks and other materials required for any courses, workshops, seminars, conferences, inservice training sessions or other such sessions, which an employee is required and/or requested by the administration to take.
- A.2.
 - a. To pay the full cost of tuition, registration fees, service fees and laboratory fees of approved graduate studies, or other courses which are approved by the Superintendent and are for the immediate benefit of the school district, up to One Thousand Dollars (\$1,000.) provided such study has been given prior approval by the Superintendent.
 - b. The foregoing reimbursement arrangement shall not cover courses required of employees for certification purposes unless a change in field of certification is requested by the Superintendent or the Superintendent, at his discretion, determines that regardless of whether such course of study is required for certification, the course will be of benefit to the district. Parking fees and fees of a similar nature shall not be reimbursable.
 - c. The Superintendent may recommend courses for certification purposes only and/or he may approve courses for reimbursement and credit on the guide.
 - d. In order to be eligible for reimbursement, an employee must gain a grade of "B" or better in a course. A "Pass" grade will be accepted for reimbursement only if the employee has not been offered the choice of a letter grade rather than "Pass-Fail". Failure to select a letter grade when offered shall result in loss of reimbursement.
- A.3. This reimbursement policy does not apply to employees on leave.
- B.1. In order to qualify for an increment, employees must have earned at least three (3) semester credits or initiative units as defined in the policy book within three (3) years from their date of hire or within three (3) years from the date at which at least three (3) such units were previously earned until such time as they have acquired a Master's Degree plus forty-five (45) credits.
- C.1. Provisions of this Article will cover employees taking courses during the summer months, providing said employee was in the employ of the Ramsey School System prior to the close of school in June and is under contract of the new school year starting in September.

Provided he or she meets the eligibility criteria listed below, an applicant to the program shall be recommended by the Superintendent and approved by the Board of Education.

Requests for a career development leave and research; shall be made to the Superintendent of Schools before November 1st of the school year previous to the school year for which the leave is desired. The request shall be in writing giving the reason for the leave, how it is expected to improve the quality of the instruction, and any additional information which will be helpful in evaluating the request. It shall also have the written approval of the principal or other administrator under whom the supervisor works. Effective July 1, 1988 no more than one (1) employee during term of contract shall be granted a career development leave. The selection of employees to be recommended to the Board of Education for career development leaves shall be made by the Superintendent on the basis of information contained in the written requests. Notification of the action taken by the Board of Education on request for leaves will be given in writing by March 1 of the school year in which the request is made.

The career development leave shall be defined as:

- A. DOCTORATE - proof of matriculation and establishment of residency during the sabbatical leave.
- B. RESEARCH - completion of research during the sabbatical leave.

1. ELIGIBILITY

Any employee who will have completed ten (10) years of teaching with seven (7) years of active service in the Ramsey Public Schools shall be eligible to apply for a grant. After such subsequent seven (7) year period, a successful applicant may apply for an additional grant. An unsuccessful applicant may reapply in any year following his first application.

2. GRANTS

Career development grants shall be based on the anticipated salary of the staff member during the year that the grant is in effect. Such grants may be either at full pay for one-half (1/2) of the school year or one-half (1/2) pay for the entire school year. Salary payments will be made on the same basis as for regularly employed employees.

- a. While on career development leave, employees will make the same payments into the Teachers Pension and Annuity Fund as would be made if working that year on full salary. The full twelve (12) month service credit is allowed for retirement and pension purposes. Employees

an opportunity for the employee to be heard.

6. SUMMATION

Employees on leave will be required to submit to the Superintendent transcripts of courses taken during the leave, or a brief written report on the activities in which they engaged during said leave.

8. SUBSEQUENT SERVICE

a. As a condition to being granted leave, the employee shall enter into a contract with the Ramsey School District wherein he or she agrees to continue in the service of the Board for the period of not less than two (2) years after the expiration of the sabbatical leave.

b. If an employee fails to continue in service after such sabbatical leave, such employee shall repay to the Ramsey Board of Education the sum of money bearing the same ratio to the amount of salary received while on leave of absence that the unperformed part of the two (2) subsequent years of service bears to the full two (2) years, unless such employee is incapacitated, has been discharged or has been released for good and sufficient reasons by the Board of Education from this obligation.

G.1. The Board is committed to the training of employees. Subject to District and employee needs and available resources, the Board shall, with the Superintendent's recommendation, approve relevant conference attendance.

H.1. The Board will pay the cost of membership for all Supervisors in National Principal/Supervisors Organization (PSA).

- b. Employee payment may only be made in annual installments.
- c. The Board shall notify eligible retired employees at the last known address of the dental rate by August 15 of each year, if possible. Retired employees are obligated to supply the Board with notice of any address change.
- d. The employee must forward the insurance premium to the Board within 30 calendar days of notification of the rate pursuant to c. above.
- e. Any retired employee who elects not to buy-in to dental insurance for the year cannot be eligible again for this benefit.
- f. "Retirement" is defined as applying for and qualifying for a pension under T.P.A.F.
- g. New retirees must pay a pro-rated insurance premium for the remainder of the insurance year on or before the date of retirement.

3. Miscellaneous

- A. The Board shall make payment of insurance premiums to provide insurance coverage under 1, and 2, above for the full twelve (12) month period, commencing July 1.
 - B. All insurance coverages shall terminate on the last day of the month in which employment is terminated.
 - C. The Board shall provide to each employee a description of the insurance coverages provided under this Article, which shall include a description of conditions and limits of coverage as listed above.
 - D. The Board, may at its option, change insurance carriers so long as substantially equivalent benefits as those presently enjoyed are provided.
- D.1. The employee shall notify the Superintendent in writing on a form provided on or before the first of December if he/she expects to receive a degree or advanced step on the salary guide the following school year. Receipt of such notification shall be acknowledged by the Superintendent within five (5) working days. Failure of the teacher to notify the Superintendent by the first of December may, at the Superintendent's discretion, eliminate such employee for such salary consideration for the immediately following school year. The exercise of such discretion by the Superintendent shall not be subject to the grievance procedure. Upon written proof, degrees or advanced steps on the salary guide will be recognized on September 1 and February 1 of each year. Where

ARTICLE 12 - SALARIES

All supervisors will receive:

- A. Actual placement on RTA Board negotiated guide(s) plus
- B. For the 1991-92 school year, a differential of 1.11 of A. shall be in effect.
- C. Any Supervisor who possesses an earned doctorate shall receive One Thousand Dollars (\$1,000) over the appropriate MA+45 guide step.

ARTICLE 14 - EVALUATION, NOTIFICATION OF SALARY COMPLAINT PROCEDURE
AND LIAISON COMMITTEE

A.1. EVALUATION

An employee shall be given a copy of any written evaluation prepared by his/her evaluators. No such report shall be submitted to the Board, placed in the employee's file or otherwise acted upon without prior conferences with the employee.

B.1. NOTIFICATION OF CONTRACT AND SALARY

Employees employed on or before September 30th shall be notified of their contract and salary status for the succeeding year no later than April 30. Employees employed after September 30th shall be notified of their contract and salary status for the succeeding year no later than June 15th.

C.1. COMPLAINT PROCEDURES

Complaints regarding an employee which are made to any member of the administration or the Board by any parent, student or other person and which do or may influence an evaluation of an employee, shall not be placed in his/her personal file unless the employee has had an opportunity to review the materials by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

D.1. LIAISON COMMITTEE

A Liaison Committee consisting of six (6) members, including the Superintendent and Assistant Superintendent for Curriculum and Instruction, two (2) members appointed by the Association and two (2) members appointed by the Board, shall meet at the request of either the Board (including the Superintendent) or the Association for the purpose of maintaining close communication on matters relating to policies, procedures, problems, practices, duties and responsibilities pertinent to the operation of the Ramsey School District. Agenda shall be formulated and exchanged between the Board and the Association at least five (5) school days prior to such meetings.

ARTICLE 16 - DURATION

This Agreement shall be effective as of July 1, 1991 and shall continue in effect through June 30, 1992, subject to the Association's right to negotiate over a successor agreement as provided in Article 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their secretaries and their respective seals affixed hereto at Ramsey, New Jersey, on the first day of July, 1991.

RAMSEY SUPERVISORS ASSOCIATION

RAMSEY BOARD OF EDUCATION

By: Robert Bednar
Robert Bednar, President
Linda C. Fisk
Linda C. Fisk, Secretary

By: Karen M. Diccianni
Karen M. Diccianni, President
Robert J. Marcotulli
Robert J. Marcotulli, Secretary