

1. **Bargaining Unit**

A. **Recognition**

The Board of Education of the Township of Jackson (hereinafter referred to as the Board) recognizes the Jackson Association of Non-Certified Supervisors (hereinafter referred to as JANS) as the official and exclusive bargaining agent for collective negotiations concerning salaries and terms and conditions of employment for all certificated supervisory staff, including the following groups within the school district:

**Assistant School Business Administrator
Assistant Transportation Administrator
Bus Coordinator
Director of Food Services
Director of Vehicle Maintenance
District Facilities Supervisor
Night Custodial Supervisor
Operations Foreman
Purchasing Agent/Budget Analyst
Security/Safety/Attendance Coordinator
Shift Supervisor – Transportation
Transportation Administrator**

All other staff are excluded unless the parties agree to include other titles as being appropriate for this bargaining unit.

B. **Definition**

Unless otherwise indicated, the term “supervisor” when used herein after in this agreement, shall refer to all employees represented by the JANS as defined in the recognition clause.

2. **Negotiations of Successor Agreement**

A. **Procedure**

The parties agree to enter into collective negotiations in accordance with Chapter 123, N.J.S.A. 34:13A-1 et. seq. in a good faith effort to reach agreement on matters concerning salary and terms and conditions of supervisors’ employment. Any agreement so negotiated shall apply to all supervisors be reduced to writing, be signed by the Board and the JANS, and be officially adopted by the Board and the Association.

B. Modification

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.

3. Compliance – Master Agreement

Any individual contract between the Board and any individual supervisor, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If any individual contract contains any language inconsistent with the master agreement, the master agreement, for its duration, shall be controlling.

4. Just Cause

A. No employee shall be disciplined except for inefficiency, incapacity, conduct unbecoming an employee or other proper cause. Discipline shall include reprimand, suspension without pay, demotion, withholding of an increment, reduction in salary, non-renewal and termination. Notification of discipline shall be in writing with reasons stated.

B. Any discipline imposed may be appealed to the Board of Education and, if unsatisfied, to an arbitrator in accordance with the applicable steps of the Grievance Procedure. An appeal to the Board will include the opportunity for the employee to appear before the Board or a committee thereof.

C. During the first twelve (12) months of employment, employees are on a probation period. If the Association chooses to arbitrate a disciplinary action taken during an employee's probation period, the scope of the arbitrator's review shall be limited such that a disciplinary action may be reversed only if the arbitrator finds that there was no rational basis whatsoever for the disciplinary action.

D. An arbitrator who reviews a disciplinary action against an employee who has completed his/her probation period shall determine if the Board had just cause for discipline.

5. Supervisory Contract Year

The Board and the JANS agree that all supervisors shall be employed under twelve (12) month contracts effective July 1st and terminating on June 30th of each year.

Ten-month supervisory positions, if any, shall work from September 1 to June 30 following the teacher calendar when school is in session. The salary for the positions shall be 10/12 of the salary for a twelve-month position.

6. Supervisor Calendar

The Board and the JANS agree that the calendar for supervisors shall be as follows:

Supervisors will be on duty, with the exception of previously arranged and approved vacation schedules, in the summer months. Summer months are defined as all days occurring between the last teacher workday of one school year and the first teacher workday of the subsequent school year.

During the academic year, days off for supervisors shall generally be the days off contained in the school calendar. However, as supervisors, employees are expected at times, due to the nature of their positions, to work when schools are closed. At such times, employees will not receive additional time off or other compensation for working while other employees may be off. On the other hand, if an employee is required to come in and work during a time of extraordinary need, the Superintendent may approve additional time off. A form, jointly developed by the Board and the JANS, will be used to submit requests for additional time off as per above.

7. Vacation Schedule

- A. The Board agrees that all supervisors shall be entitled to twenty (20) working days of paid vacation time which may be taken at any time during the contract year. It is agreed that any vacations to be taken during the time school is in session shall be only with the prior approval of the Superintendent of Schools.
- B. Any supervisor who attains twenty-five (25) years of service will receive thirty (30) days paid vacation during each contract year. Any supervisor who attains fifteen (15) years of service in the district will receive twenty-five (25) days paid vacation. For purposes of calculating years of service, ten (10) years of service in the district as a non-supervisor will count towards overall years of service.
- C. The Board agrees that all supervisors may carry over ten (10) unused vacation days for use in the next contract year. Additional days may be carried over with the prior approval of the Superintendent. Members may cash in up to **ten (10)** unused vacation days at their current rate of pay.
- D. The parties agree that total pro-rated cash payment for accumulated earned vacation time (accumulated during a particular year) shall be paid to any supervisor who resigns or retires prior to the completion of the contract year,

as long as proper written notice has been given to the Superintendent of Schools (sixty (60) days in advance).

- E. All supervisors will be required to be on duty during the week immediately prior to the opening of school.

8. Fringe Benefits

- A. The medical, dental and prescription insurance benefits for supervisors shall be the same as the benefits granted to the District's teachers for these insurance benefits, including the 34% annual buyout for selecting a lesser or no coverage. *This provision will remain inactive pending clarification of language as to open re-entrance of said employee to the benefits in the above at no penalty to the employee.*
- B. *Family Optical Plan for any JANS member. Cost would be deducted from the employee's salary for the life of the contract.*
- C. The Board agrees that supervisors shall be entitled to twelve (12) sick days per contract year, to be cumulative and limited as outlined in Section "C" below.
- D. The Board agrees that total cash payment for accumulated sick days shall be paid upon retirement or resignation after ten (10) years in good standing as follows:
 - 1. for purposes of calculating payout for accumulated sick days those members who have an excess of **120** days accumulated as of June 30, **2003**, shall be capped at that number. Those members who have accumulated less than **120** days as of June 30, **2003** shall be capped if and when they attain **120** days.
 - 2. for all days accumulated divide the number of accumulated sick days by **two (2)** and multiply the quotient by the retiring *or resigning* employee's daily rate of pay.
 - 3. for all days accumulated after the cap each year, the Board of Education will pay a gross amount to each eligible member equal to **ACCUMULATED SICK DAYS FOR THAT YEAR (MAXIMUM OF 12) divided by 2, times 1/240 OF THEIR YEARLY SALARY.**

Members may, at their option, request that the Board deposit this amount in a tax sheltered annuity of the member's choice or not.

This payment shall be made at the second pay period in June each year.

- E. The Board shall pay the full cost of one state and one national supervisors' organization membership dues, not to exceed **2002/2003** rates. Costs in excess of the **2002/2003** level shall be borne by the supervisor.
- F. Costs for participation in seminars, workshops, convocations, conferences, conventions, as may be incurred by supervisors, with prior approval of the superintendent, shall be borne by the Board up to a total limit of \$4,000 for all members combined per contract year. It is agreed that upon return from such seminars, etc., the supervisor will file a written report to the Superintendent which will include, but not be limited to, the benefits to the supervisor and the district that were derived from said participation. Requests shall be reviewed by the Superintendent on a first come-first served and a district need basis.
- G. Cost of tuition for courses taken by supervisors with prior approval of Superintendent, shall be borne by the Board up to a total limit of \$5,000 for all members combined per contract year. Requests shall be reviewed by the Superintendent on a first come-first served and a district need basis.

To be eligible for payment, all courses must be taken at a duly authorized institution of higher education, as defined in New Jersey Education Statutes and Regulations. ***With the Superintendent's approval, courses can be taken at the Jackson Community School without cost to the JANS member.***

All costs for matriculation, registration, college fees, books, materials and travel shall be borne by the supervisor with no reimbursement from the Board.

- H.
 - 1. The Board agrees to pay to the surviving spouse or estate upon the death of any supervisor under contract any accumulated, unused, earned vacation time available at the date of demise.
 - 2. The Board agrees to pay to the surviving spouse or estate upon the death of any supervisor under contract who has been employed by the Jackson Schools for at least ***ten (10)*** consecutive years, any sick day severance entitlement available at the date of demise.
- I. Employees who are required to wear steel toe shoes shall be reimbursed up to ***\$125*** per pair, per year toward the purchase of shoes. The employee must submit a receipt to receive reimbursement.

9. Personnel Records

The Board agrees that any supervisor shall have the right, upon request for appointment, to review the contents of his personnel file and to receive copies of any documents contained therein. No document or communication of any kind, including official evaluative reports, shall be placed in any personnel file without full knowledge of the supervisor and full opportunity to attach comments and/or rebuttal evidence for statements.

10. Travel Reimbursement

Mileage reimbursement will be the standard rate as adopted by the Board, for costs incurred in the performance of job-related activities, upon submission of a properly executed voucher. Tolls will be reimbursed with submission of receipts.

11. Reimbursement for Job-Related Activity

Expenses for any activities that supervisors are required to attend (job related), having prior approval of the Superintendent or his designee, will be reimbursed by the Board.

12. Promotional Advancement

Assignments of temporary nature to a position of higher responsibility that is vacant, under the title of "Acting", may receive a stipend, as negotiated with the employee. If the person in this temporary position does not obtain the formal Board appointment after six (6) months, that person automatically reverts to his prior position. This clause shall apply only to positions designated in the recognition clause of this contract.

13. Leaves of Absence

A. Death

Employees shall be granted up to five (5) days per occurrence in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, or any other members of the family unit living in the same household. Employees shall be granted up to two (2) days per occurrence in the event of death of an employee's relative outside the employee's household.

B. Personal Leave Days

All full-time employees are permitted absence with pay for personal reasons (non-cumulative). These absences shall be with prior approval of the Superintendent of Schools.

Definition

Personal days will be defined as those days an employee will be absent during the school day for which personal matters cannot be taken care of other than on school time, i.e., house closing, emergencies, religious holidays, etc. All requests for personal days must be submitted, through the immediate supervisor, for approval by the Superintendent of Schools, five (5) days in advance, when possible.

C. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason at the discretion of the Board.

D. Return from Leave (Benefits)

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits towards sabbatical eligibility, shall be restored to him upon his return.

E. Extension and Renewals

All extensions, or renewals, of leaves shall be applied for in writing and shall be granted or denied in writing.

14. Deductions from Salary

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the JANS. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 52:14-15, 9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections, shall be transmitted to such person as may from time to time be designated by the JANS by the fifteenth of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations. The Association named above shall certify to the board, in writing,

the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Tax-Sheltered Annuities and/or Savings Bonds

Arrangement can be made by all employees through the Board office to obtain tax sheltered annuities and/or government savings bonds in accordance with Board policy and practice.

15. Term of Contract

It is agreed that this contract shall be in effect from July 1, **2002** to June 30, **2005**. It is further agreed that, subsequent to June 30, **2005**, the provisions of this contract shall remain in effect without reduction, limitation or modification until such time as a new agreement is reached between the Board and the duly authorized bargaining agent for the supervisors, or as modified in accordance with Section 2.B of the contract.

16. Grievance Procedures

It is agreed that there will be in effect, a grievance procedure as described in the following paragraphs. It is understood and agreed between the parties hereto that a grievance shall be defined as any dispute arising over the interpretation or application of any particular terms of this agreement.

It is understood and agreed between the parties that paragraphs one (1) through four (4) only may be utilized concerning any dispute arising over the interpretation, application and violation of policy or administrative decision affecting a supervisor. Any supervisor represented by the Association having such a grievance is under obligation to follow proper procedures in an attempt to satisfy his grievance and in doing so he shall be assured freedom from prejudicial action, restraint, interference, coercion, discrimination or reprisal in presenting his grievance. Failure by either party to meet the prescribed deadlines established in this grievance procedure shall allow the grievance to be automatically moved to the next level or waived.

Individual Grievance and/or Appeal

Procedures for grievance is as follows:

1. Any said supervisor having a grievance must first present his complaint in writing to the Superintendent and the association, within five (5) work days of the date of occurrence of the grievance, specifying:

- (a) the nature of the grievance;
 - (b) the nature and extent of the injury, loss or inconvenience;
 - (c) the result of previous discussion;
 - (d) his dissatisfaction with decision previously rendered.
2. The Superintendent shall then communicate his decision to the supervisor and the association, in writing, within five (5) work days, or receipt of the written grievance.
3. If the aggrieved person is not satisfied with the disposition of his grievance as Paragraph 2, or if no decision has been rendered within five (5) work days after receiving the written grievance, the Association may refer it to the Board of Education, in writing, specifying the individual's dissatisfaction with the decision previously rendered.
4. The Board of Education shall attempt to resolve the matter as quickly as possible, but within a period not to exceed twenty (20) work days. The Board of Education shall communicate its decision in writing to the supervisor and the association.
5. If the decision of the Board does not resolve the grievance to the satisfaction of the supervisor and the Association wishes review by a third party, the Association shall so notify the Board in writing through the Superintendent, within ten (10) work days of receipt of the Board's decision.
6. The following procedure will be used to secure the services of an arbitrator:
 - a. Within ten (10) work days after such written notice of submission to arbitration, the Association shall make a request to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall attempt to select a mutually acceptable arbitrator from the roster submitted in accordance with the rules of PERC.
 - b. The arbitrator shall limit himself to the issue submitted to him as well as the definition of grievance contained herein 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 of Education. The decision of the said grievance as defined above shall be final and binding upon both parties for the duration of this agreement. Any action by the arbitrator shall be accomplished within thirty (30) calendar days of the completion of the arbitrator's hearing.

The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted.

- c. Any supervisor presenting such a grievance may be represented at all stages of the grievance procedure by himself or at his option by representatives selected or approved by the association.

Group Grievance

If a grievance affects a group of supervisors, the Association may submit such grievance, in writing, to the Superintendent directly, and the processing of such grievance shall commence at that level.

All meetings and hearings under this grievance procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

Grievance Procedure – Arbitration Costs

The arbitrator's fee and reasonable expenses shall be shared equally by the parties. All other costs shall be borne by the party incurring such costs.

17. Longevity

- A. All employees hired before July 1, **2003**, shall receive \$1,200. per year after completing ten (10) consecutive years of service in the school district. Approved leaves of absence shall count as continuous service.
- B. Longevity payments shall be made a part of the supervisor's regular monthly pay and shall be included in the member's base salary.
- C. All employees hired after July 1, **2003**, shall not be entitled to longevity benefits.

18. Salary

On Base Salaries:

<i>2002-2003</i>	<i>4.5%</i>
<i>2003-2004</i>	<i>4.5%</i>
<i>2004-2005</i>	<i>4.5%</i>

Director of Security Base Salary for 2002-2003 and 2003-2004 shall be increased by \$2,000.00 – before the addition of the 4.5% increase.

DURATION

This Agreement shall be effective July 1, **2002** and shall continue in effect until June 30, **2005**.

IT WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective presidents, attested to by their respective secretaries, and their corporate seals to be placed hereon.

**FOR THE JACKSON
TOWNSHIP ASSOCIATION OF
NON-CERTIFIED SUPERVISORS**

**FOR THE
JACKSON TOWNSHIP
BOARD OF EDUCATION**

President

President

Vice President

Vice President

Date

Date

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**CONTRACT AGREEMENT
BETWEEN**

**JACKSON TOWNSHIP
BOARD OF EDUCATION**

AND

**JACKSON TOWNSHIP ASSOCIATION
OF NON-CERTIFIED SUPERVISORS**

JULY 1, 2002 - JUNE 30, 2005

