

Contract # 455

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INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
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RUTGERS UNIVERSITY

**AGREEMENT
BETWEEN THE
PHILLIPSBURG BOARD OF EDUCATION
AND THE
PHILLIPSBURG HIGH SCHOOL SUPERVISORS' ASSOCIATION
1993 - 1995**

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Phillipsburg High School Supervisors' Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all department supervisors at Phillipsburg High School.
- B. Unless otherwise indicated, the term "Supervisor" when used hereafter in this Agreement shall refer to all persons included in the unit.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in a good-faith effort to reach agreement concerning the terms and conditions of supervisors' employment. Any agreement shall apply to all members of the negotiations' unit, shall be reduced to writing, and shall be submitted to the Association and the Board for review. The Board and the Association retain the right to ratify or reject the tentative agreement reached by their representatives. Upon ratification, the agreement shall be signed by both parties.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public. The Board shall also make available to the Association that information which by custom and usage has been made available in the past.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in *Article I* of this Agreement, with any organization other than the Association.
- E. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any terms and conditions of employment existing prior to its effective date.

F. This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiations. During the terms of this Agreement, neither party shall 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 executed this Agreement.

G. 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.

ARTICLE III

GRIEVANCE PROCEDURE

Definition:

A. A "Grievance" shall mean a claim by a supervisor that there has been misinterpretation, misapplication or a violation of board policy, this Agreement, or an administrative decision affecting his/her terms and conditions of employment. A grievance to be considered under this procedure must be initiated by the supervisor within thirty (30) days of the time the supervisor knew or should know of its occurrence.

B. (1) It is agreed by both parties that these proceedings will be as informal and confidential as may be appropriate at any level of this procedure.

(2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee 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.

(3) It is understood that supervisors shall, during and notwithstanding the pendency of any grievance, 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.

(4) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

C. Level One

Any supervisor who has a grievance shall discuss it first with his/her principal in an attempt to resolve the matter informally at that level.

Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the supervisor within five (5) school days, he/she may set forth his/her grievance in writing to his/her principal on the grievance forms provided. Within six (6) working days, after notification as to the administrative decision, the supervisor must reduce his/her grievance to writing and the written grievance must be signed by an Association official before submission. The written grievance shall specify the following:

- a. the nature of the grievance;
- b. the specific term or provision of this Agreement or of Board policy alleged to have been misinterpreted, misapplied or violated;
- c. the remedy sought.

The principal within three (3) school days of the receipt of the written grievance must schedule a review meeting to discuss the pertinent facts surrounding the grievance. A written decision must be made by the principal within six (6) working days subsequent to this review meeting.

Level Three

The supervisor, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his/her dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing with reasons to the employee and the principal.

Level Four

If the grievance is not resolved to the supervisor's satisfaction, he/she, no later than five (5) school 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 of Schools who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the supervisor, hold a hearing with the supervisor and render a decision in writing with reasons within thirty-five (35) working days of receipt of the grievance by the Board Secretary.

If the grievance is arbitratable, the matter may go directly to arbitration at the Board's option from the Superintendent's level.

Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the supervisor and the supervisor wishes review by a third party, and if the matter pertains to this Agreement between the Board and the Association, he/she shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision. A supervisor, in order to process his/her grievance beyond Level Four, must have his/her request for such action accompanied by the written recommendation for such action by the Association.

No claim by a supervisor shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law, (b) any rules or regulation of the State Commissioner of Education, but not to the violation, interpretation, or application of such a rule or regulation, (c) any by-law of the Board of Education pertaining to its internal operation, or (d) any matter which according to law is beyond the scope of Board authority.

D. Procedure for Securing the Services of an Arbitrator

(1) A request will be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in questions.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employment Relations Commission to submit a second roster of names.

(3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employment Relations Commission may be requested by either party to designate an arbitrator.

(4) 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. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his/her representative shall be given copies of the arbitrator's report of findings, reasons and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

E. Rights of Supervisors to Representation

(1) Any aggrieved person must be represented by a representative of the Association at Level Two and beyond.

F. Miscellaneous

Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.

G. Costs

- (1) Each party shall bear the total cost incurred by themselves.
- (2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.

ARTICLE IV

SUPERVISORS' RIGHTS

A. The Board hereby agrees that every employee of the Board included in the unit as set forth under *Article I* shall have the right freely to organize, join and support the Association and activities and affiliates for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly selected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any supervisor in the enjoyment of any rights conferred by other laws of New Jersey or Constitutions of New Jersey and the United States.

B. No supervisor shall be disciplined, reprimanded, reduced in rank, or monetary compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board and shall be subject to the grievance procedure herein set forth.

C. Whenever any supervisor is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that supervisor in his/her office, position or employment or the salary or any increments pertaining thereto then he/she shall be given prior written notice of the reasons for such meeting or interview.

D. No supervisor shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such pins or other identification shall be in good taste.

E. The supervisor shall maintain the right and responsibility to determine grades within the grading policy of the Phillipsburg School District based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade shall be changed without consultation between the supervisor and building principal. In the event a continued disagreement exists, the Superintendent shall make the final determination.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish the Association a current roster of certified personnel (as of September 1), and one (1) copy of the minutes of all public Board meetings, and one (1) copy of names and addresses of all teachers.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Permission of the Superintendent or his designees shall be required. Such permission shall not be withheld unreasonably.
- C. The Association shall have access to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, and when such equipment is not otherwise in use. No equipment shall be removed from school property without approval by the building principal. The Association will pay for any damage incurred, loss, or theft of borrowed property. Permission of the building principal or his designee shall be required. Such permission shall not be withheld unreasonably.
- D. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary. Permission of the building principal or his designee shall be required. Such permission shall not be withheld unreasonably.
- E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative or the supervisors, and to no other comparable supervisor organization.

ARTICLE VI

BOARD RIGHTS

Subject to the express provisions of this Agreement and in full compliance with established laws, the Board retains all rights, powers, functions and authority of management, including the hiring, supervision, discipline and promotion of employees, the direction of school operations and determinations of the methods, means and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to accomplish the missions of the school district.

ARTICLE VII

WORK YEAR

- A. The work year of supervisors shall be scheduled to be 187 days. If the Board of Education closes the schools for inclement weather, the same arrangement which shall be devised to apply to teachers shall also apply to supervisors.

B. Teaching periods shall be no more than three periods per day unless the arrangement is mutually agreeable and emergency in nature. If it is possible to schedule less than three periods as dictated by student scheduling, two periods will be the maximum of teaching periods. The decision is the Board's discretion.

C. Holidays will be identical to those provided to teachers.

D. All supervisors will be required to work three (3) days beyond the regular work year during the summer recess. Each day shall be 6-1/2 hours in length exclusive of lunch. These hours may be accumulated by the sum of the hours and not necessarily by three full 6-1/2 hour days. Any hours beyond these 19-1/2 hours will be compensated for at the summer pay rate.

ARTICLE VIII

EVALUATION

A. Philosophy

The Phillipsburg Supervisors' Association concurs with the policy that all professional personnel be evaluated. The evaluation of a supervisor will be the responsibility of the principal and the Superintendent of Schools. Procedure for the evaluation will be discussed by the Superintendent of Schools with the Phillipsburg Supervisors' Association. In all instances, the mutually developed evaluation instrument and procedures shall comply with New Jersey Laws.

B. Notice of Contract Renewal

Each non-tenure supervisor who has been an employee of the Board for at least ten months should receive written notice whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year as per the evaluation procedure heretofore agreed upon between the parties hereto prior to March 30th.

C. Results of Standardized Tests

Results of standardized tests used for evaluating students will not be the only means to evaluate supervisors or induce comparisons between schools. Such tests' results shall be utilized as one criterion by the supervisors and the Board of Education to set district priorities in curriculum improvement and budget development.

ARTICLE IX

TIME REQUIREMENTS

A. As professionals, supervisors are expected to devote to their assignments the time necessary to meet their responsibilities.

B. Supervisors shall have a duty free lunch period of at least the length of the student lunch period.

C. When supervisors leave the building they shall indicate their leaving and return by signing a "sign-in", sign-out" roster.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

A. Supervisors will be entitled to leaves of absence with full pay up to two days for personal reasons. The number of unused days shall accumulate for the purpose of sick leave from year to year.

B. Past practices of the Board of Education relative to requests for leave time concerning religious holidays and ceremonies will remain unchanged.

C. As may be required to meet the beginning or ending dates of NDEA Institute, etc., an additional three (3) days shall, if necessary, be granted to supervisors applying under this provision.

D. Attendance of Association representatives at conferences and conventions of state and national affiliated organizations. (The combined total for all Association representatives shall not exceed six (6) man days).

E. All leaves of absence referred to in this section are subject to the following conditions:

(1) At least twenty-four (24) hours notice shall be given in requesting a personal day through the building principal. Lacking such notice, the absence will be considered unauthorized and supervisor's pay will be deducted at a daily rate of 1/187 of the annual salary.

(2) Personal days will not be granted the day immediately preceding or following a vacation, except for appropriate reasons stipulated well in advance.

(3) The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any requests for the above days. Such denial shall be subject to grievance procedures.

F. Up to five (5) successive days may be granted for death in the immediate family (husband, wife, children, father and mother, and other members of the same home). The Superintendent may grant up to five (5) days for other family members and relatives when circumstances warrant it. The Superintendent in cooperation with the Educational Council will develop written rules of procedure for the application of this paragraph. (Note: See Explanatory Statement of Intent of this paragraph developed by the Superintendent and Educational Council, and approved by the Board in January, 1970, and distributed on January 27, 1970).

Bereavement leave shall be enhanced by including one (1) day of funeral leave for siblings, grandparents and in-laws of the employee/supervisor.

G. Extensions to any temporary leaves of absence referred to in Sections A and B as outlined above may be made at the discretion of the Superintendent of Schools with or without pay.

H. A regularly appointed supervisor who is required to undergo military field training or to attend service school for a period of two (2) weeks or less during any school year shall be granted leave of absence with pay. Such training shall be arranged for times when school is not in session whenever it is possible to do so. Whenever such military field training or attendance at service schools requires that the supervisor remain for a longer period than the prescribed two (2) weeks, the supervisor shall receive the difference between his pay and his military pay for the remainder of such time provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should any military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave without pay for each additional period shall be granted.

I. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the supervisor is entitled.

J. Family Illness Days -- Supervisors shall be entitled to two days of leave in each school year for the purpose of caring for an ill spouse, child, parent, or member of their immediate household. These days of leave shall be with pay. Days not used will accumulate as sick leave.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

A. A leave of absence without pay of up to two (2) years shall be granted to any tenure supervisor who joins the Peace Corps, VISTA, National Teacher Corps, or serves as an exchange teacher or overseas teacher, and is a full-time participant in either of such programs, or accepts a Fullbright Scholarship.

- B. Military leave without pay shall be granted to any supervisor who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment.**
- C. (1) A maternity/paternity leave of absence without pay will be Granted to any supervisor. In the case of a tenure supervisor such leave of absence shall be for a period of one (1) or not more than two (2) years. In the case of a non-tenure supervisor, the Board is not required to grant said leave beyond the end of the current contract year. The applicant shall make the pregnancy known to the office of the Superintendent by the third month. The leave shall begin at a time recommended by the person's physician or other mutually agreeable date.**
- (2) A supervisor on maternity/paternity leave shall have the opportunity to substitute in the Phillipsburg School District in the area of her certification at the discretion of the Superintendent of Schools.**
- (3) Any female tenure supervisor adopting an infant child may be granted a leave up to a period of two (2) years without pay. Such leave shall commence upon her receiving defacto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption.**
- (4) Return from maternity/paternity leave, or leave for adoption purposes, will occur at the beginning of a school semester so that the return date will not exceed two (2) years maximum leave.**
- D. Other requests for leaves of absence may be granted by the Board of Education upon the recommendation of the Superintendent of Schools.**
- E. Upon return from leave granted pursuant to Sections A and B of this Article, a supervisor shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. A supervisor shall not receive increment credit for time spent on a leave granted pursuant to Sections C and D of this Article.**
- F. All extensions or renewals of leaves shall be applied for and if granted be in writing. Such extensions or renewals shall be acted upon by the Board of Education upon the recommendation of the Superintendent of Schools.**
- G. A leave of absence as provided for under N.J.A.C. 13:14 may be granted for the purpose of caring for a sick member of the supervisor's immediate family. Additional leave may be granted at the discretion of the Superintendent.**

ARTICLE XII

SICK LEAVE

All supervisors of the school staff shall be entitled to ten (10) sick leave days each school year with pay as of the first official day of said school year whether or not they report for duty on that day. Any of the unused sick leave days shall be accumulated from year to year with no maximum limit.

Whenever absence due to illness or injury exceeds the annual sick leave and accumulated sick leave of a supervisor, the Board may grant additional leave with pay minus the cost of a substitute for such additional leave with pay minus the cost of a substitute for such length of time as may be determined by the Board in each individual case. The salary of a substitute shall be the salary set by the Board as the normal rate of pay per day for substitutes.

The supervisor shall certify to the Board, in writing, the nature of his illness upon return to duty in all cases. Sick leave for more than three (3) consecutive days may require the teacher to present, in addition to his or her certification as to the illness, the certification of his or her physician.

Supervisors who have been teachers with twenty (20) years or more service to the Phillipsburg School System shall receive one-half (1/2) of his/her daily rate of pay for up to and including sixty (60) days of unused accumulated sick leave (i.e. thirty (30) full days pay maximum) and in addition, retiring supervisors shall be paid quarter-pay (1/4) for the next accumulated thirty (30) sick leave days. The daily rate of pay for this purpose shall be 1/184th of the pay earned in the previous 187 full contract days worked including senior service increments where applicable.

ARTICLE XIII

SABBATICAL LEAVE

A. Number

One (1) supervisor per year will be granted sabbatical leave at the discretion of the Board under the following conditions:

B. Procedure

1. Applicants must have been employed by the Phillipsburg Board of Education for seven (7) continuous years.
2. The leave will encompass one (1) year.

3. Salary will be reduced by one-half (1/2) during the time of leave.
4. Salary after returning will be equal to the level the supervisor would have received had he continued in his position.
5. Application must be made on or before December 1 of the year preceding the year requested and applicants must be notified by April 1.

ARTICLE XIV

SUPERVISORS' DUTIES AND RESPONSIBILITIES

- 1.- 17. As they appear in the Administrative Handbook and District Job Description (attached to contract).
18. Assist the principal in the process of selection of new teachers within the supervisor's department.
19. To work cooperatively with the principal and/or appropriate assistant principal on the determination of the final teacher assignments.
20. To assist the appropriate administrators in the creation of uniform evaluative systems and procedures.
21. A supervisor assigned to chaperone an after school student activity shall be compensated at an hourly rate equal to .000625 (1/8 x 1/200) times the BA Step 1 salary for that year. Chaperone is defined to mean the performance of student supervisory responsibilities at a dance, concert, or other extra-curricular or co-curricular activity for which the supervisor has no direct responsibility as a paid advisor, coach or instructor. The number of and the procedures regarding the assignment to chaperone activities in 1987-88 are not precedent setting. Effective for 1988-89, all chaperone assignments shall be in writing and approved by the Superintendent.

ARTICLE XV

CREDIT REIMBURSEMENT

The Board shall reimburse supervisors for graduate credits within their field of study, or for graduate credits which will improve their supervisory abilities.

Reimbursement shall be at the prevailing New Jersey State College graduate tuition rate with a maximum of twelve (12) credits/supervisor reimbursable per year.

All courses will require prior approval by the Superintendent of Schools in order to qualify for reimbursement.

Reimbursement will be paid three times each year. For summer courses, payment will be made in October. For fall semester courses, payment will be made in February. For spring and pre-session courses, payment will be made in July.

ARTICLE XVI

INSURANCE PROTECTION

A. Full Health-Care Coverage

The Board agrees to provide for each supervisor no less than identical insurance coverage provided for all other teaching professionals.

B. Description to Supervisors

The Board shall provide to each supervisor a description of the health-care insurance coverage provided under this Article, no later than the beginning of each school year which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE XVII

A. In the event that a supervisor's position is eliminated or the supervisor is removed from the position by individual or Board decision, the supervisor will be returned to a classroom teacher's position. Seniority will govern.

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1993 and shall continue in effect until June 30, 1995, subject to the Association's right to negotiate over a successor Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of the Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

The Board and the Association agree to begin negotiations over a successor Agreement no later than December 7 of the last school year covered by this Agreement.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

PHILLIPSBURG HIGH SCHOOL
SUPERVISORS' ASSOCIATION

PHILLIPSBURG BOARD OF EDUCATION

BY Richard D. Buralli
Its President

BY James M. Shelf
Its President

BY Joseph M. Blumfield
Its Secretary

BY Michael W. Poch
Its Secretary

DATED October 7, 1993

LONGEVITY

16 through 20 years \$400

21 through 25 years \$400 additional

26 through 30 years \$400 additional

31 through 35 years \$400 additional

36 through 40 years \$400 additional

41 through 45 years \$400 additional

46 through 50 years \$400 additional

The above is to be paid only on the basis of last continuous service in the Phillipsburg Public Schools plus military service.

***Summer pay for supervisors will be at \$2/hour above that granted to teachers.**

SALARY GUIDE

1993 - 1994

<u>Step</u>	<u>Master's Level</u>	<u>Master's Plus 15</u>	<u>Master's Plus 30</u>
1	45430	45715	46000
2	46465	46750	47035
3	47500	47785	48070
4	48535	48820	49105
5	49570	49855	50140
6	50605	50890	51175
7	51640	51925	52210
8	52675	52960	53245
9	53710	54030	54315
10	54745	55030	55315

SALARY GUIDE

1994 - 1995

<u>Step</u>	<u>Master's Level</u>	<u>Master's Plus 15</u>	<u>Master's Plus 30</u>
1	45685	45969	46254
2	46979	47263	47548
3	48273	48557	48842
4	49567	49851	50136
5	50861	51145	51430
6	52155	52439	52724
7	53449	53733	54018
8	54743	55027	55312
9	56037	56615	56900
10	57330	57615	57900