

**SAYREVILLE BOARD OF EDUCATION AND  
SAYREVILLE SUPERVISORS ASSOCIATION AGREEMENT  
July 1, 2008 through June 30, 2011**

This agreement, made this 24<sup>th</sup> day of June, 2008, between the Board of Education, for the School District of Sayreville in Middlesex County, New Jersey (hereafter referred to as the "Board", and the Sayreville Supervisors Association (hereafter referred to as the "Association") witnesseth that:

The Board and the Association agree to the following terms and conditions of employment for the fiscal year July 1, 2008 to June 30, 2011. Negotiations for a successor agreement shall commence no later than October 30, 2010.

**ARTICLE I  
RECOGNITION**

The Board hereby recognizes the Sayreville Supervisors Association as the exclusive negotiation agent for all its members. The Sayreville Supervisors Association is composed of all district Supervisors.

**ARTICLE II  
NEGOTIATION PROCEDURES**

1. The Board's representatives will meet with the Association's representatives for the purpose of discussions and reaching mutually satisfactory agreements.
2. Upon request of either party for a meeting to open negotiations, a mutually acceptable date shall be set within fifteen (15) calendar days following such requests. All issues proposed for discussion shall be submitted by the Association to the Board or its delegated representatives at the first meeting.  
The second meeting and all necessary subsequent meetings shall be called at times and in a place mutually agreed upon by the parties and with the minimum possible time between meetings.
3. Negotiating teams will continue to meet for the purpose of freely exchanging facts, opinions, proposals, and counter-proposals in an effort to reach mutual understanding and agreement.
4. It is agreed that the Association shall be afforded the opportunity to review and express opinions in terms and conditions of employment that are negotiated with other units in matters that reflect upon the function of administrators, e.g., school calendar.
5. When consensus is reached covering the areas under discussion, the proposed agreement shall be reduced to writing. All agreements shall take full force and effect upon ratification by the Association and the Board of Education.
6. Any section of this article may be altered or suspended by mutual agreement.

## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

1. Definition: a grievance is a claim based upon the interpretation, meaning or application of any of the provisions of this agreement.
2. Step 1: The Association member(s) with a grievance, shall first discuss the grievance with the Superintendent with the objective of resolving it informally.
3. Step 2: If the Association or the aggrieved person is not satisfied with the disposition of the grievance at step 1, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Superintendent, he/she may, within five (5) working days after the decision by the Superintendent, or fifteen (15) working days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit the grievance to the Board of Education. The Board of Education, within twenty (20) working days after receipt of said grievance, will set forth in writing its decision.

## **ARTICLE IV**

### **GRIEVANCE PROCEDURE PARTICIPATION**

The Association shall be required to comply with the conditions of Article III, grievance procedure level one of the current SEA-Board of Education agreement. Further, the affected Association member(s) shall be expected to be present at Level Two and Level Three of the above mentioned Grievance Procedure.

## **ARTICLE V**

### **PROFESSIONAL IMPROVEMENT**

#### 1. Course Reimbursement

The Board will provide reimbursement for up to nine (9) credits per year for courses taken during a year. Each credit shall be reimbursed up to the Rutgers the State University rate. Applications for course reimbursement must be approved by the Superintendent before course registration is made. Reimbursement shall be provided when evidence that the approved course was taken and successfully completed is submitted to the Superintendent of Schools. At the discretion of the Superintendent reimbursement for additional credits beyond the nine (9) credit limit may be approved.

Any member of the Supervisory Group who receives a Master's degree and/or certification and was reimbursed by the district will be subject to a two year service commitment to the district. If the member resigns, he or she will be obligated to pay the full amount of reimbursement back to the district.

The following exceptions will apply:

- Should a member of the Supervisory Group be passed over for two or more administrative positions in the district within this two-year period, this repayment clause is null and void.
- Under extenuating circumstances, the two year service commitment or reimbursement to the district is null and void. Extenuating circumstances include, but are not limited to, unforeseen family or medical emergencies, spousal transfers, etc.

#### 2. Professional Meetings and Conferences

The Board and the Association mutually agree that members of the Association shall be allowed to attend conferences in accord with the reimbursement policy of the Board upon recommendation of the Superintendent.

#### 3. Membership in Professional Organizations:

Membership fees will be provided for professional organizations at the discretion and approval of the Superintendent, in an amount not to exceed **\$800.00 per contract years respectively**. Memberships shall be in such organizations that the Supervisor deems necessary to maintain and/or improve his/her professional skills.

## **ARTIVLE VI**

### **SABBATICAL LEAVE**

Request for sabbatical leave may be granted to a Supervisor by the Board of Education for educational purposes. To be eligible, one must show proof of matriculation for a Doctorate degree program subject to the following conditions:

1. Sabbatical leaves shall be limited to one Association member per year.
2. Requests for sabbatical leave must be received by the superintendent in writing no later than February 1<sup>st</sup>, and action must be taken on all such requests no later than May 1 of the school year preceding the school year for which the sabbatical leave is requested.
3. The applicant must have seven (7) years experience in the Sayreville School System.
4. The Association member on sabbatical leave for a full school year shall be paid by the Board at 50 percent of the salary rate which he/she would have received if he/she had remained actively employed.
5. Upon return from sabbatical leave, an Association member shall retain salary, seniority, retirement and tenure rights as if he/she were regularly employed.
6. The recipient of a sabbatical leave shall agree in writing to return to the Sayreville school district for a period of at least two (2) years after the leave. Failure to comply with this condition will require reimbursement of salary received during such leave.
7. Final selection of recipient shall be made by the Superintendent of Schools and require approval by the Board of Education.
8. The recipient of sabbatical leave shall prepare and submit written reports for evaluation of the educational work or research undertaken during the leave. Number of and frequency of written reports submitted to the Board of Education will be determined by the Superintendent and will depend on the course of study being pursued by the candidate.
9. Should the recipient not receive his/her Doctorate within two (2) years after returning to the Sayreville School District, he/she is to reimburse the Board 50 percent of the pay he/she received while on sabbatical.

## **ARTICLE VII**

### **INSURANCE PROTECTION, FRINGE BENEFITS AND SICK LEAVE**

#### 1. HEALTH BENEFITS

##### **A. HEALTH PLAN 5**

Effective July 1, 2008 the Board shall provide the Healthcare Insurance designated below:

- **A Preferred Provider Organization (PPO) Plan will be offered to all eligible employees and their dependents for the July 1, 1998 to June 30, 1999 year. Thereafter, 20% of any premium rate increase from the Insurance Company will be paid by the employees. The Board will pay the remainder of the premium until June 30, 2010. The PPO Plan office visit copay will remain at \$ 15.00. As of July 1, 2007, the new employee contribution schedule will be based on 20% of the difference between the July 1, 2004 PPO PLAN Base Rates and the July 1, 2007 policy period rates. The employee contributions will be frozen until June 30, 2010. Effective June 30, 2010 contributions will be 20% of the difference between the July 1, 2007 policy period rates and the July 1, 2010 policy period renewal rates.**

- A **Point of Service (POS) Plan** will continue to be offered to all eligible employees as an alternative to the PPO Plan above at no extra cost to the employee. If in any subsequent year, the POS Plan rates exceed the 1998-99 PPO Plan rates, employees will be required to pay 20% of the premium that exceeds the 1998-99 PPO rates. Effective November 1, 2005, the POS Plan employee contributions will be eliminated and the POS Plan will be provided free to employees, as long as the average cost of the POS Plan remains below the average cost of the HMO Plan. The average cost of both the POS and HMO Plans will be calculated as follows: Add all four (4) monthly rate tiers (i.e. Single, Parent/Child[ren], Employee/Spouse, Family) and divide by four to determine the average monthly plan cost of each Plan separately. If at any time the POS Plan average monthly cost exceeds the HMO Plan, employees will be required to pay 20% of the difference for their enrollment tier.
- The existing **Aetna, Inc. HMO** will continue to be offered at no cost to the employee. If at any time there are less than five (5) employees enrolled in this plan, the Board will have the right to cancel the Plan as of the following July 1<sup>st</sup>. The employee will be required to pay the difference in the premium, if any, between the PPO Plan and the Aetna, Inc. HMO.
- The Pre-Admission Certification Review maximum penalty is \$400.00 per incident.

### **B. Dental Plan**

Effective July 1, 2008, each employee shall receive dental coverage from **Horizon Healthcare Dental Services**, which includes a **Dental Maintenance Organization Plan**. The Board has the right to change dental carriers at any time, so long as the new carrier provides the same or better coverage than the traditional portion of the Dental Plan only. The Dental Plan will continue for the term of the agreement expiring June 30, 2011.

### **C. Prescription Plan**

Prescription Drug Benefits will only be provided if the employee elects to enroll in the Prescription Drug Plan and pays the required employee contributions found in Exhibit D.

Effective July 1, 2005, employee contributions for the Prescription Plan will be frozen at the 2004-2005 rates calculated at 40% of the annual cost that exceeds \$ 600.00 per covered employee. The freeze will remain in effect until June 30, 2007, along with the current copay structure of Brand \$ 10, Generic \$ 5, Mail Order \$ 5.

As of July 1, 2008, employee contributions for the Prescription Drug Plan will be required as follows: 40% of the annual cost that exceeds \$ 900 per covered employee. The Prescription Drug copayments will increase to Brand \$ 20, Generic \$ 10, Mail Order \$ 5.

- D. The Board reserves the right to change insurance carriers at any time, provided that the coverage provided by the new insurance carrier is equal to or better than the current plans.
- E. The Board shall reserve the right to consider other plans, subject to Article 2 of this Agreement.
- F. Employees who waive their right to receive health insurance (whether PPO POS or HMO coverage), dental insurance and prescription benefits will receive payment in lieu thereof as follows:

- \$3,000 for waiver of family coverage
- \$2,500 for waiver of parent/child or husband/wife coverage
- \$2,000 for waiver of single coverage

Employees electing to waive such coverage and benefits must first provide the Board's Business Administrator/Board Secretary with proof of other health insurance coverage for the employee and the employee's dependants.

## 2. FRINGE BENEFITS

### A. Personal Absence

All Association members are entitled to four (4) days with pay for personal business, which requires absence during working hours. The applicant need not be required to state the reason for taking such leave, other than it is being taken under this section.

The applicant must submit and receive approval from the Superintendent three (3) days before taking such leave.

Regulations in this paragraph may be waived in case of an emergency.  
Unused personal days will be transferred to the individual's sick leave at the end of each school year.

### B. Other Personal Absence

1. An allowance of five (5) bereavement days for a spouse, child, mother, father, step-parents, step-children, siblings or "significant other" will be granted without deduction in pay in case of death provided the leave can be taken within ten (10) days. Three (3) days for father-in-law, mother-in-law, grandfather, grandmother, and grandchildren, provided these can be taken within seven (7) days. (For the purposes of this agreement significant other shall be defined as a relationship that is established, acknowledged by the parties with co-mingled financial obligations.) An allowance of one (1) day will be granted without deduction in pay in case of death of brother-in-law, sister-in-law, and son/daughter-in-law.
2. Personnel absenting themselves and failing to comply with the procedures delineated above will be deducted 1/240 of the annual salary for such day's (days') absence(s).
3. Other leaves of absence with pay may be granted by the Board for good reason. Personal leave shall be in addition to any sick leave to which the Supervisor is entitled.
4. An allowance of one (1) working day for attendance at delayed funeral services in the above-mentioned categories, under extenuating circumstances, may be granted at the discretion of the Superintendent.
5. Twelve (12) month employees hired after July 1 of any year shall be entitled to one (1) personal day with pay for every three (3) months of employment prior to July 1 of that succeeding year, with the exception that this accrued personal time shall not exceed four (4) days. A twelve (12) month employee who is employed more than fifteen (15) work days in any month shall have met the requirement for a full month's employment for the purposes of vacation day accrual only.

### C. Maternity Leave

Personnel requiring time off for reasons of maternity are required to request such leave of the Board of Education in writing through the Superintendent as soon as the need is deemed necessary, but not less than sixty (60) days prior to the leave's taking effect.

A normal maternity leave shall be one year from the effective date of the leave ending on the next first day of September following the full year. By the prior April 1, the leave recipient shall submit, in writing, to the superintendent her intention of returning to the system.

Maternity leaves, as described above, are granted only to employees under tenure.

In the case of an unusual pregnancy or birth, the Superintendent may, with the approval of the Board, terminate the leave earlier than specified providing an administrative position is available within the recipient's certification. Maternity leave policy shall be in accordance with applicable law.

- D. Other leaves of absence may be granted by the board for good reason.
- E. All benefits to which a Supervisor was entitled at the time a leave of absence commenced, including unused accumulated sick leave and credits towards sabbatical eligibility, shall be restored to the Supervisor upon return.

All applications for extensions or renewals of leaves shall be in writing.

Personnel leaving for maternity purposes shall have extended insurance coverage until termination of pregnancy.

- F. Longevity increments will be paid each year as per the following guide based on continuous service in the Sayreville School District.

<u>Start of Service Year</u>	<u>2008 – 2011 Increment</u>
10	1,500
15	2,000
20	2,500
30	3,000

For all individuals, the term “years” refers to years of completed employment prior to December 31<sup>st</sup>. If the years of employment are completed after December 31<sup>st</sup>, the stipend shall be payable on July 1<sup>st</sup> of the following year.

- G. Mileage

Personnel required to utilize personal vehicles in the conduct of school business shall be reimbursed at the IRS allowable rate and consistent with district practice.

- H. Meal Allowance

Any Association member required to attend meetings or school functions directly related to school business but after working hours will be entitled to a meal allowance not to exceed ten (\$10) meals per year.

### 3. OTHER BENEFITS

- A. Sick Leave

Association members shall be entitled to twelve (12) sick **days each year, which can be used for family illness.**

- a. Twelve (12) month employees hired after July 1 of any year, shall be entitled to one (1) sick day with pay for every month of employment with the exception that this accrued sick time shall not exceed twelve (12) days. A twelve (12) month employee who is employed more than fifteen (15) work days in any month shall have met the requirement for a full month’s employment for the purposes of vacation day accrual only.

Unused sick leave days shall be accumulated from year to year with no maximum limit.

- B. Attendance Incentive

A member with fifteen (15) years of continuous service in the Sayreville School System with a good attendance record shall receive a retirement **reward of 0.7%** of his/her salary per year. A member with a good attendance record shall be defined to mean a person who is able to maintain an average of 60% of his/her accumulated leave days per year for the last fifteen (15) years of service. A member whose attendance falls below 60% of accumulated leave days shall receive \$75.00 per day for each remaining leave day.

In order to receive an attendance retirement reward in the year following retirement, timely notice of intent to apply for the reward must be given to the Board of Education no later than November 1<sup>st</sup> of the preceding school year of the requested retirement date. If timely notice is not given, the Board may delay the attendance retirement reward until the following school year. The November 1<sup>st</sup> deadline will be modified in such cases of Board adoption of an Early Incentive Retirement Program with state-mandated compliance dates. Retirement shall be defined as being eligible and collecting TPAF benefits.

C. Vacation

Vacation times for Supervisors during the summer shall be set at the discretion of the Superintendent. The Superintendent can allow portions of vacations during the school year upon application.

Association members are entitled to vacation time as follows:

<b>Years of Continuous Service in the Sayreville School System</b>	<b>Number of Vacation Days</b>
0 to 9 years	20 working days
10+ Years	24 working days

Those who currently receive 24 days vacation for over ten years of service will continue under the provisions of previously negotiated agreements.

Twelve (12) month employees hired after July 1 of any year shall be entitled to two (2) vacation day with pay for every month of employment with the exception that this accrued vacation time shall not exceed twenty (20) days. A twelve (12) month employee who is employed more than fifteen (15) work days in any month shall have met the requirement for a full month's employment for the purposes of vacation day accrual only.

On an annual basis, supervisors may be reimbursed for a maximum of three (3) unused vacation days. The rate of reimbursement shall be calculated as 1/240 of the salary for the year in which the days would have been taken. Alternatively, up to three (3) unused vacation days may be carried over for use at a later time. An accumulated maximum of ten (10) vacation days may be banked.

**ARTICLE VIII  
SALARY GUIDE**

	2008-2009	2009-2010	2010-2011
STEP	SALARY	SALARY	SALARY
1	83200	83300	83500
2	87500	87500	87500
3	91600	92000	92270
4	94870	96000	96000
5	98750	99000	100300
6	102600	103000	103500
7	107100	107100	107100
8	111850	111850	112040
9	115250	115800	116000
10	118450	120250	120250
11	122500	124000	125400

Earned Doctorate is \$2,500 per year.

Ten Month Part Time Supervisors

To receive a salary of one-tenth of the 1 step on the above twelve month supervisor's guide added to their normal teacher's salary per step on teacher's salary guide. All supervisors serving in a part time capacity will advance yearly on the salary guide for the purposes of calculating both salary and years of experience.

All other items, conditions and benefits of employment relating to the parties to this Agreement and duly approved by the Board, which are not specifically altered, amended or deleted by the written provisions of this agreement, shall remain in full force and effect as is unless specifically set forth here at length.

**ARTICLE IX**  
**DURATION**

This agreement shall be effective as of July 1, 2008, and shall continue in effect until June 30, 2011, or until a successor agreement has been properly negotiated.  
In witness thereof, the parties have caused this agreement to be signed by their respective presidents on the day and year first above written.

**Sayreville Supervisors Association:**

_____	_____
Date	
President/Negotiations Committee	
_____	_____

**Sayreville Board of Education:**

_____	_____
President	Date

Attest:

_____	_____
Business Administrator/Board Secretary	Date