

2263

UNION COUNTY EDUCATIONAL SERVICES COMMISSION

ADMINISTRATORS AGREEMENT

July 1, 1994 - June 30, 1997

UNION COUNTY EDUCATIONAL SERVICES COMMISSION  
AND  
ADMINISTRATORS' ASSOCIATION

AGREEMENT INDEX

ARTICLE I	-	RECOGNITION	Page 1
ARTICLE II	-	NEGOTIATION PROCEDURE	Page 2
ARTICLE III	-	GRIEVANCE PROCEDURE	Page 3
ARTICLE IV	-	SUPERVISORY EMPLOYEE RIGHTS	Page 7
ARTICLE V	-	ASSOCIATION RIGHTS AND PRIVILEGES	Page 8
ARTICLE VI	-	ASSOCIATION-ADMINISTRATION LIAISON	Page 9
ARTICLE VII	-	EVALUATION	Page 10
ARTICLE VIII	-	TEMPORARY LEAVES OF ABSENCE	Page 11
ARTICLE IX	-	EXTENDED LEAVES OF ABSENCE	Page 14
ARTICLE X	-	VACATIONS	Page 16
ARTICLE XI	-	ADMINISTRATIVE VACANCIES	Page 17
ARTICLE XII	-	SCHOOL CALENDAR	Page 18
ARTICLE XIII	-	TRANSFER OF PERSONNEL	Page 19
ARTICLE XIV	-	CURRICULUM DETERMINATION	Page 20
ARTICLE XV	-	PROFESSIONAL DEVELOPMENT	Page 21
ARTICLE XVI	-	INSURANCE PROTECTION	Page 22
ARTICLE XVII	-	PROTECTION OF EMPLOYEES AND PROPERTY	Page 23
ARTICLE XVIII	-	DEDUCTIONS FROM SALARY	Page 24
ARTICLE XIX	-	MISCELLANEOUS PROVISIONS	Page 25
ARTICLE XX	-	SALARY PROVISIONS	Page 26
ARTICLE XXI	-	REPRESENTATION FEE	Page 27

**ARTICLE I**  
**RECOGNITION**

**A. Unit**

1. The Commission hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all full-time certified and noncertified supervisory personnel, whether under contract or on leave, employed or hereafter employed by the Commission, including all supervisory titles such as Principals, Coordinators, Directors, Supervisors and any new supervisory title which shall be established by the Commission. The Association reserves the right to apply to the Public Employment Relations Commission for a certification of public employee representative.

**B. Definitions**

1. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all professional supervisory employees (except as excluded below) represented by the Association in the negotiation unit as above defined and reference to "males" shall include females.

2. It is expressly agreed by the parties that the above defined "employee" shall exclude the positions of Superintendent, Commission Secretary/Business Administrator and Assistant Commission Secretary/Business Administrator, together with any new confidential supervisory titles which shall be established hereinafter by the Commission.

## ARTICLE II

### NEGOTIATION PROCEDURE

#### A. Deadline Date

The parties agree to enter into collective negotiation regarding a successor agreement in accordance with Chapter 123, Public Laws, 1974, in a good faith effort to reach an agreement concerning terms and conditions of Administrative/Supervisory personnel employment. Such negotiations shall begin not later than January 15 of the appropriate year, or at such time as established by P.E.R.C. if earlier, concerning all terms and conditions of employment, including salary for the following years. Any agreement so negotiated shall be reduced to writing during the process of negotiations and shall be subject to ratification by the Commission and the Association in its final form.

#### B. Negotiating Team Authority

Neither party in any negotiations shall have control over the selection of negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all the necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations. Any agreement reached by the negotiating representatives of each party shall be subject to ratification by the membership of the Commission and the Association.

#### C. Maintaining Current Benefits

In the event that a successor agreement is not achieved prior to the final date of the term of this agreement, all provisions of this agreement shall remain in full force and effect until a successor agreement has been negotiated.

#### D. Modification of Understanding of the Parties

This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term 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. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the representative of both parties. This agreement shall be effective as of July 1, 1994 and shall continue in effect until June 30, 1997, subject to the Association's right to negotiate a successor agreement as provided herein.

**ARTICLE III**  
**GRIEVANCE PROCEDURE**

**A. Definition**

**1. Grievance**

A grievance is a claim by an employee or a group of employees or the Association, based upon the interpretation, application or violation of this Agreement, policies or administrative decision.

All grievances shall commence at Level I as set forth below with the following exceptions:

a) A grievance arising out of a Commission policy shall be commenced at Level 3.

b) A grievance arising out of an administrative decision shall commence at Level 2 if the grievance was made by the Superintendent.

**2. Aggrieved Person**

An "aggrieved person" is the person or persons or the Association making the claim.

**3. Party in Interest**

"A party in interest" is the person or persons making the claim and any person including the Association or the Commission who might be required to take action or against whom action might be taken in order to resolve the claim.

**4. Immediate Supervisor**

An "Immediate Supervisor" is the person to whom the administrator regularly reports.

**B. Purpose**

The purpose of this procedure is to secure, at the lowest possible level, equitable resolutions of grievances as defined in Paragraph A-1. Both parties agree that those proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the event of a failure of the commission to renew a contract of a non-tenured employee.

C. Procedure

1. Informal Resolution

An employee with a complaint shall first discuss it with his or her immediate supervisor directly with the objective of resolving the matter informally. The immediate supervisor will render a decision within seven (7) calendar days. If the employee is not satisfied with the resolution of his or her complaint, he or she shall be deemed to have a grievance.

2. Immediate Supervisor - Level One

The aggrieved person or persons shall submit the grievance in writing to the immediate supervisor within seven (7) calendar days. The immediate supervisor must communicate his or her decision in writing within seven (7) calendar days after receipt of written grievance.

3. Superintendent of the Commission - Level Two

If no decision is rendered within seven (7) calendar days after presentation of the grievance to the immediate supervisor, or if the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, the Association may, within fourteen (14) calendar days, refer it to the Superintendent. The Superintendent or a hearing officer designated by the Commission, within seven (7) calendar days, shall meet with the aggrieved person and any other persons involved in the grievance to hear and review the grievance and shall render his opinion in writing with respect to the grievance within seven (7) calendar days after said hearing.

4. Commission - Level Three

If no decision is rendered within fourteen (14) calendar days after the grievance was delivered to the Superintendent, or if the aggrieved person is not satisfied with the disposition of his grievance at Level Two, the Association within fourteen (14) calendar days of the receipt of the decision may submit the grievance to the Commission or a committee thereof shall review the grievance and hold a hearing on the matter, if requested. The Commission's decision shall be rendered within thirty (30) calendar days after receipt of the grievance in writing. The grievant must continue to function appropriately under the administration while the grievance procedure is in process.

5. Advisory Arbitration - Level Four

In the event that the grievance is not resolved by the review of the Commission as described above and provided the grievance concerns disagreement with respect to the interpretation of the Union County Educational Services Commission/UCESC Supervisors' and Administrators' Association

Agreement, policies or administrative decision, as stipulated in the definition of a grievance, then the aggrieved person or persons may elect to have the matter referred for advisory arbitration by filing a written request for advisory arbitration with the Secretary of the Commission within fourteen (14) calendar days of the date of the decision of the Commission and submit a request for an arbitrator to the Public Employment Relations Commission. Upon receipt of a panel of arbitrators, the Association and Commission shall agree upon an arbitrator within fourteen (14) calendar days. The arbitrator so selected shall confer with the representatives of the Commission and the Association and hold hearings promptly and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires of the Commission an act prohibited by law or alters, adds to or detracts from this Agreement. The decision of the arbitrator shall be advisory only and not binding on either party; however, the Commission must notify the Association within thirty (30) days of the decision, whether it accepts or rejects, in whole or in part, the arbitrator's decision. 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 Commission and the Association. Any other expenses incurred shall be paid by the party incurring the same.

#### D. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified however, may, be extended by mutual agreement. The grievant shall institute a claim within a maximum of thirty (30) calendar days from the date of the occurrence giving rise to the grievance. Failure to institute a grievance within said thirty (30) calendar days shall be deemed to constitute an abandonment of the grievance.

#### E. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.

## 2. Reprisals

No reprisals of any kind shall be taken by the Commission or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

## F. Miscellaneous

### 1. Separate Grievance File

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 participants.

### 2. Meetings and Hearings

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



## ARTICLE IV

### SUPERVISORY EMPLOYEE RIGHTS

#### A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the Commission hereby recognizes that every employee of the Commission shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Commission undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any supervisory employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association; his participation in any activities of the Association; collective negotiations with the Commission; or his institution of any grievance, complaint or proceeding under this agreement, or otherwise with respect to the terms or conditions of employment.

#### B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he or she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed in addition to those provided elsewhere.

#### C. Required Meetings or Hearings

Whenever any administrator is required to appear before the Commission or any committee thereof concerning any matter of discipline which could adversely affect the the continuation of that administrator in his/her office, position or employment, then he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and to represent him/her during such meeting.

#### D. Criticism of Supervisory Employees

Any criticism of an Administrator by a superior or a member of the Commission shall be made in confidence and not in the presence of teachers, parents, students or the public.

## ARTICLE V

### ASSOCIATION RIGHTS AND PRIVILEGES

#### A. Information

The Commission agrees to furnish the Association, in response to requests from time to time available, public information concerning the financial resources of the district, including, but not limited to:

Annual financial reports and audits, register of certified personnel, tentative budgetary requirements, all allocations, agendas and minutes of Commission meetings, published directory of personnel and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with information which may be necessary for the Association to process any grievance or complaint.

#### B. Release Time For Meetings

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he or she shall suffer no loss in pay and/or benefits.

#### C. Use of School Buildings

Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations and provided further that prior approval of the Superintendent is obtained. It is acknowledged that said prior approval shall not be unreasonably withheld.

#### D. Use of School Equipment

The Association shall have the right 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 when such equipment is not otherwise in use. The Association shall pay for the cost of all materials, supplies and equipment incident to such use. The Association shall obtain the prior approval of the Superintendent. It is acknowledged by the parties that said prior approval shall not be unreasonably withheld.

#### E. Exclusive Rights

The rights and privileges of the Association and its members as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the supervisory employees, as defined in the unit, and to no other organization.

**ARTICLE VI**

**ASSOCIATION-ADMINISTRATION LIAISON**

**A. Meetings with the Superintendent**

The President of the Association and/or his or her representative(s) shall meet with the Superintendent and/or his designated representative(s), at the request of either party within seven (7) calendar days of said request, but these meetings shall not exceed one meeting per month, unless by mutual consent. These meetings shall be of a reasonable length to discuss areas of concern.

## ARTICLE VII

### EVALUATION

#### A. Right to Full Knowledge

The Commission and the Superintendent subscribe to the principle that an employee has the right to full knowledge regarding the judgment of his superiors respecting the effectiveness of his performance and that, further, he is entitled to receive such recommendations that will assist him in increasing the effectiveness of his performance.

#### B. Frequency of Review

The Superintendent shall establish supervisory procedures that will guarantee a minimum of three written evaluations per year for each nontenured employee. The first written evaluation shall be no later than December 31st. The second and third written evaluations shall be completed no later than April 15th. This process shall be in accordance with the provisions of NJAC 6:3-1.19. For tenured employees, one evaluation per year shall be required and shall be completed no later than April 15th.

#### C. Evaluation Procedures

##### 1. Copies of Reports

Each employee shall sign all copies of each written evaluation attesting to the fact that the contents of the evaluation are known to him or her. No written evaluation may become part of an employee's personnel file without the employee's signature. Further, each employee shall receive a copy of each written evaluation.

##### 2. Right of the Employee to Respond

A conference shall be arranged between the evaluator and the employee before the report is filed. Each employee shall be entitled to have his response to the evaluation heard within ten (10) calendar days after receiving such report and said response shall be appended to the evaluation report.

##### 3. Notice of Contract Renewal

Each nontenured supervisory employee shall receive written notice prior to April 30th of each year whether or not the Superintendent intends to recommend a renewal of contract for the ensuing year.

## ARTICLE VIII

### TEMPORARY LEAVES OF ABSENCE

#### A. Records

A record of the attendance of all employees under contract shall be kept in the office of the Superintendent during each year (July 1-June 30).

#### B. Notice of Absence

Each employee, when absent from his or her position for any reason whatsoever, shall give immediate notice to his or her immediate supervisor, stating the reason for the absence and its probable duration.

#### C. Sick Leave

Sick leave is defined as an employee's absence from his post of duty because of his or her disability due to personal illness or injury. Sick leave with full pay is authorized as follows:

1. Twelve (12) days leave shall be granted in any one school year for ten month employees and fourteen (14) days leave for twelve month employees. All of said sick days shall be considered as cumulative.

2. A full year's allowance shall go into effect July 1st of each school year.

3. When any employee uses in any school year less than the number of sick days permitted above, days not used shall be cumulative, to be used for sick leave in subsequent years.

4. No salary deduction or charge against sick leave will be made when an employee is quarantined for the sickness of another person. Each employee shall receive at the close of each school year, an account statement of his sick leave situation.

5. An employee who dies before his or her contract period is completed shall have payment for his unused sick days to his estate.

6. Upon resignation or termination of an employee, except for instances of cause, the employee will be given a lump sum payment for unused sick days.

7. Each employee shall be compensated for unused sick days at \$50.00 per day for a maximum of 175 days after ten (10) years of service.

8. No payment shall be made pursuant to subparagraph five, six and seven unless the employee shall have completed a minimum of

ten (10) years of service with the Commission.

**D. Death in Immediate Family**

1. Any employee shall be allowed up to five (5) days of absence in the case of the death of a member of his or her immediate family or any person domiciled with the employee. Immediate family shall be understood to include the following:

Wife, Husband, Father, Mother, Child, Sister, Brother, Grandmother, Grandfather, Grandchild, Mother-in-Law, Father-in-Law, Brother-in-Law and Sister-in-Law.

2. Any employee shall be allowed one (1) day of absence to attend the funeral of any relative not specified in subparagraph 1. An additional day of absence may be granted at the discretion of the Superintendent.

**E. Serious Illness/Personal Emergency**

1. Up to three (3) days absence occasioned by the serious illness of a parent, husband, wife, son, daughter, grandparent, mother-in-law, father-in-law, or any person domiciled with the employee.

2. Up to two (2) days absence for personal business that cannot be conducted after the close of the school day. Written notice shall be given in advance or within forty-eight (48) hours after return to duty. Two (2) days in this manner shall be granted without a specific reason being stated. In addition, twelve month employees shall receive a third day for personal emergency or personal business; however, a reason must be stated for the use of said third day and prior approval must be obtained by the Superintendent.

(a) It is acknowledged that personal days shall not be for entertainment, recreational or shopping purposes and will not be used to conduct those matters of importance that can be transacted outside of the normal school day hours.

(b) Personal Day leaves shall not be taken without the consent of the Superintendent during the first or last week of the school year, nor shall they be taken the day before or the day after a holiday or vacation day.

(c) If more than one personal day is taken on consecutive days including a Friday/Monday combination, the reasons for said leave must be submitted to the Superintendent prior to the commencement of the leave and approval of said leave shall be required.

F. Professional Conferences

Each employee may, with the prior approval of the superintendent, attend one State Professional Conference annually. The travel and registration expenses incurred by the employee as a result of his attendance and participation in this meeting shall be paid by the Commission and the employee shall be responsible for lodging expenses and meals. Additional professional conferences/workshops may be attended only at the discretion of Superintendent.

G. Jury Duty

Administrators and supervisors shall request postponement of jury duty to a time period during July and August if summoned during the normal school year.

## ARTICLE IX

### EXTENDED LEAVES OF ABSENCE

The Commission will approve extended leaves of absence without pay under the following circumstances:

#### A. Military Leave

Military Leave shall be granted in accordance with 38:24-4 et seq.

#### B. Maternity Leave Without Pay

1. Maternity Leave without pay shall commence on the date requested by the employee. The Commission may, however, remove an employee from her duties during pregnancy if she is unable to produce a certificate from her physician stating that she is medically able to continue her duties. The employee shall produce such a certificate every month after the seventh month.

2. It is the intent of both parties that an employee shall return to her normal duties as soon as she is physically able after termination of her pregnancy. Within forty-five (45) days after the termination of pregnancy, unless the treating physician certified that she is medically unable to perform her duties, the employee shall notify the Commission of her intention to return within the same forty-five (45) day period to her normal duties, or she shall request a Child Rearing Leave as provided hereinafter.

#### C. Child Rearing Leave Without Pay

1. In addition to Maternity Leave, upon a nontenured employee's request, the Commission shall grant Child Rearing Leave for a term that extends from birth to the end of the employee's contract year.

2. In addition to Maternity Leave, upon a tenured employee's request, the Commission shall grant Child Rearing Leave for a term that extends from birth to the end of the school year next following the school year in which the birth occurs. If the birth occurs after February 1 but before June 30, the Leave shall be extended for an additional semester. The Commission at its sole discretion may require that this additional Child Rearing Leave extend for a full second year rather than one additional semester. Written requests for such an extension shall be made sixty (60) days in advance, except in the case of an emergency. Once the Commission has been notified, should circumstances be altered for the employee, the employee may apply for a different return date.

3. In any event, if the employee on Child Rearing Leave requests that the leave terminate prior to the end of a school year, she shall notify the Commission at least ninety (90) days prior to the desired termination date and the Commission, at its



discretion may allow the termination of the leave at the time requested by the employee, or the Commission may refuse such a request.

4. Any employee on a Child Rearing Leave shall notify the Commission in writing whether or not she intends to resume her position or resign. Said notice shall be required no later than November 1 for an anticipated February 1 return and April 1 for an anticipated September 1 return, except in case of emergency.

5. Any employee who received de facto custody of an infant age 7 or under, in an adoption proceeding shall receive Child Rearing Leave, which shall commence upon the receipt of custody of the infant. Such leave shall be in accordance with the provisions of "C" above. The leave shall commence and terminate on the days requested by the employee, provided the employee notifies the Superintendent in writing of such days, at least sixty (60) days prior to the commencement of the leave or where this is not possible, as early as is reasonably possible.

6. Nothing contained herein shall require the Commission to grant more than two (2) consecutive leaves for child rearing.

D. Other leaves of absence without pay may be granted by the Commission for good reason.

E. All extensions or renewals of leaves shall be applied for in writing and answered in writing within five (5) days of the Commission meeting following the receipt of the request.

**ARTICLE X**

**VACATIONS**

**A. Time Allotted**

Annual vacations for Association Members shall be taken within the contract year, subject to the approval of the Superintendent as to scheduling. The vacation time allotted shall be as follows:

From one (1) year to twelve (12) years....22 days

Over twelve (12) years....25 days

Any member who, in his first contract, is hired after the first day of July, shall have earned  $1\frac{5}{6}$  vacation days for each month of service.

**B. Bank Time**

An employee may accrue a maximum of five (5) days vacation time to be used in subsequent years in addition to the current year's allotment. Use of these accrued days in subsequent years shall be with the prior approval of the Superintendent.

**C. Legal Holidays**

1. All ten month employees shall receive holidays in accordance with the school calendar for a given year.

2. All legal holidays, National and State, shall be considered vacation days in addition to the time allotted in Paragraph A for twelve month employees, subject to the school calendar.

**D. Separation from Service**

1. An employee who dies before his or her contract period is completed shall have payment for his or her accrued but unused vacation days made to his or her estate.

2. An employee who resigns or retires during the contract year shall receive cash payment for his or her accrued but unused vacation days.

3. Any payment in the above shall be based upon the employee's current per diem rate, using the fraction of  $\frac{1}{240}$  for each day.

**ARTICLE XI**

**ADMINISTRATIVE VACANCIES**

A. **Notice**

A notice of vacancy in an administrative position shall be posted in each building operated by the Commission at least twenty (20) calendar days before the final date when applications must be submitted. The Notice of Vacancy shall set forth the position, its qualifications, its duties and the rate of compensation. It is understood that the qualifications for any such position shall not be changed while applications are pending.

**ARTICLE XII**

**SCHOOL CALENDAR**

**A. Input**

Input to the school calendar shall be solicited from representatives of the Association prior to its being adopted by the Commission.

**ARTICLE XIII**

**TRANSFER OF PERSONNEL**

**A. Request for Transfer**

Requests may be made by an Administrator for a transfer to a different position or building no later than February 15 for the next school year, or fifteen (15) working days after a notice of vacancy position is posted. Such request shall be filed in writing with the Superintendent and shall state the reason for requesting the transfer, the building and position sought and the applicant's qualifications.

**B. Involuntary Transfers**

Involuntary transfers of administrative personnel shall ordinarily be made prior to July 1 and only after consultation with the Association member and his/her superior, and an Association representative, if applicable.

**ARTICLE XIV**

**CURRICULUM DETERMINATION**

**A. Initiating Proposals**

Proposals to the Superintendent for curriculum change can be initiated by professionals of any level of responsibility.

**B. Approving Proposals**

Before a proposal involving curriculum change is sent to the Commission, employees affected by the change may review the same and make recommendations to the Superintendent concerning the proposals.

## ARTICLE XV

### PROFESSIONAL DEVELOPMENT

#### A. Graduate Courses

Employees who successfully complete courses for graduate credit shall be reimbursed by the Commission for tuition expenses at the rate of sixty percent (60%) per credit cost, provided the course taken has the prior approval of the Superintendent and is within the employee's area of specialization or will provide benefit to the Commission or if the employee is in a matriculated program. Courses initially approved as part of a matriculating program shall not require additional approval of the Superintendent.

#### B. Maximum Reimbursement

No employee shall be permitted to receive reimbursement for more than fifteen (15) credits in any one year.

#### C. Time for Reimbursement

Reimbursement shall follow within thirty (30) days of submission of an itemized voucher from the college or university. If an employee fails to successfully complete a course he or she must then refund to the Commission the money received.

#### D. Lodging Reimbursement

Employees will be reimbursed for lodging expenses while attending approved professional conferences, workshops or seminars. Total cost the Commission under this paragraph shall not exceed \$780.00. Reimbursement shall be made within thirty (30) days of submission of an itemized voucher.

**ARTICLE XVI**

**INSURANCE PROTECTION**

**A. Full Health Care Coverage**

Blue Cross/Blue Shield and Major Medical Insurance in Rider J will be provided for all administrative employees and their dependents if requested.

**B. Dental Insurance**

Dental insurance through New Jersey Dental Service Plan shall be provided for the employee. Coverage shall be Program I as set forth in the Dental Services Proposal dated April 6, 1984. No two-party or three-party coverage or orthodontic coverage shall be provided during the duration of this Agreement.



**ARTICLE XVII**

**PROTECTION OF EMPLOYEES AND PROPERTY**

**A. Legal Assistance**

The Commission shall give full legal defense support and assistance to an employee for any unprovoked assault upon the employee while acting in the discharge of his or her duties.

**B. Leave**

When absence arises from such assault or injury, the employee shall be entitled to full salary and to other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

**C. Reimbursement for Personal Property Damage**

The Commission shall reimburse employees for the cost of any clothing or personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his or her duties within the scope of his employment. For purposes of this paragraph, it is understood that personal property shall not include the employee's car nor shall it include currency or credit cards removed from an employee's wallet or pocketbook.

**D. Medical Reimbursement**

The Commission shall reimburse an employee for the cost of medical, surgical or hospital services to the extent that they are not covered by insurance as the result of any injury sustained in the course of his employment.

**ARTICLE XVIII**

**DEDUCTIONS FROM SALARY**

**A. Association Payroll Dues Deduction**

1. The Commission agrees to deduct from the salaries of its employees dues for any one or a combination of associations as said employees individually and voluntarily authorized the Commission to deduct. Such deductions shall be made in compliance with chapter 233, New Jersey Public Laws of 1969 (NJSA 51:14-15.9e) and under rules established by the State Department of education. The person designated shall distribute such monies to the appropriate Association.

2. Each Association shall certify to the Commission in writing the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Commission written notice prior to the effective date of such change.

**B. Local, State and National Services**

The Commission agrees to deduct from the employees' salaries money for Local, State and/or National Association Services and Programs as said employees individually and voluntarily authorize the Commission to deduct and to transmit monies promptly to such Associations. The programs and associations for this purpose shall be limited to those included on a schedule attached to the within agreement.

**ARTICLE XIX**

**MISCELLANEOUS PROVISIONS**

**A. Selection of Personnel**

The Program Director, Supervisor or Coordinator shall be consulted regarding the appointment of all professional and non-professional personnel to his/her program.

**B. Mileage Reimbursement**

Employees who may be required to use their own automobile in the performance of their duties shall receive reimbursement at the then current IRS rate for business mileage. Said reimbursement shall be made by the Commission to the employee in conjunction with the monthly list of bills and upon submission of a voucher to the Commission.

**C. Printing and Distribution**

The Commission will, at its own expense, print sufficient copies of this Agreement for present and new employees.

**D. Participation in Policy Making**

The Administration Staff will be consulted and given an opportunity to participate in the development of all policies and procedures.

**E. Notices**

Whenever any notice is required to be given by either of the parties to this Agreement, to the other, pursuant to the provisions of this Agreement, either party shall do so in writing. Notice to the Commission shall be mailed to the Superintendent at the Commission offices, 728 Westfield Avenue, Westfield, New Jersey 07090. Notice to the Association shall be mailed to the Association President in care of the Commission Office.

**ARTICLE XX**

**SALARY PROVISIONS**

**A. Salary**

**1. Directors/Principals**

For school years 1994-1995, 1995-1996, and 1996-1997, Directors and Principals shall be paid in accordance with the salary guide attached hereto.

**2. Supervisors**

For school years 1994-1995, 1995-1996, and 1996-1997, Supervisors shall be paid in accordance with the salary guides for ten-month and twelve-month Supervisors attached hereto.

**3. Non-Certificated Department Heads**

For school years 1994-1995, 1995-1996, and 1996-1997, Non-Certificated Department Heads shall be paid in accordance with the salary guides attached hereto.

**4. New Employees**

Nothing contained herein shall in any way restrict the Commission to establish the salary level of a new employee depending upon experience and other factors.

**ARTICLE XXI**

**REPRESENTATION FEE**

A. If any employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall equal 85% of the regular membership dues, fees and assessments (local and state) charged by the Association to its members.

C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Commission a list of those employees who have not become members of the Association for the then current membership year. The Commission will deduct the representation fee in equal installments, as nearly as possible, from the paycheck paid to each employee on the aforementioned list during the remainder of the membership year in question.

D. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents.

For the ASSOCIATION

For the COMMISSION

By: \_\_\_\_\_  
Keith Manara, President

By: \_\_\_\_\_  
Laurie Runyon, President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**SALARY GUIDE**

**PRINCIPALS AND DIRECTORS**

<b>Step</b>	<b>1994-95</b>	<b>1995-96</b>	<b>1996-97</b>
1	\$49,456.	\$50,526.	\$51,655.
2	51,106.	52,176.	53,305.
3	52,851.	53,917.	55,046.
4	54,596.	55,758.	56,882.
5	56,340.	57,599.	58,825.
6	58,102.	59,439.	60,767.
7	59,949.	61,298.	62,708.
8	61,784.	63,246.	64,669.
9	63,621.	65,182.	66,725.
10	65,470.	67,120.	68,767.
11	67,320.	69,071.	70,812.
12	69,166.	71,023.	72,870.
13	70,995.	72,970.	74,929.
14	72,824.	74,900.	76,983.
15	74,653.	76,829.	79,020.
16	76,491.	78,759.	81,055.
17	-	80,698.	83,091.
18	-	-	85,136.

**SALARY GUIDE**

**12 MONTH SUPERVISORS**

<b>Step</b>	<b>1994-95</b>	<b>1995-96</b>	<b>1996-97</b>
1	\$49,279.	\$50,708.	\$52,137.
2	50,601.	51,989.	53,377.
3	51,923.	53,384.	54,848.
4	53,102.	54,779.	56,320.
5	54,213.	56,023.	57,792.
6	55,323.	57,195.	59,104.

## SALARY GUIDE

### NONCERTIFIED DEPARTMENT HEADS

Step	1994-95	1995-96	1996-97
1	\$41,175.	\$41,350.	\$41,525.
2	43,358.	43,650.	43,950.
3	45,541.	45,743.	46,051.
4	47,725.	48,046.	48,259.
5.	49,909.	50,350.	50,689.
6	52,092.	52,654.	53,119.
7	54,277.	54,957.	55,550.
8	56,555.	57,262.	57,980.
9	58,833.	59,666.	60,411.
10	61,111.	62,069.	62,948.
11	63,390.	64,472.	65,483.
12	-	66,876.	68,018.
13	-	-	70,554.



## SALARY GUIDE

### 10 MONTH SUPERVISORS

Step	1994-95	1995-96	1996-97
1	\$46,268.	\$48,000.	\$49,732.
2	47,085.	48,812.	50,539.
3	47,902.	49,675.	51,497.
4	48,724.	50,537.	52,407.
5	49,544.	51,404.	53,317.
6	50,363.	52,269.	54,231.
7	51,183.	53,133.	55,144.
8	52,003.	53,998.	56,055.
9	52,822.	54,863.	56,968.
10	53,626.	55,727.	57,880.
11	54,433.	56,575.	58,792.
12	55,250.	57,427.	59,687.
13	56,067.	58,289.	60,585.
14	56,883.	59,151.	61,495.
15	57,708.	60,012.	62,404.
16	-	60,882.	63,313.
17	-	-	64,231.