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AGREEMENT

BETWEEN

NEW BRUNSWICK BOARD OF EDUCATION

AND

NEW BRUNSWICK LEADERSHIP ASSOCIATION

1992-1995

LIBRARY  
INSTITUTE OF MANAGEMENT  
APR 2 1992  
RUTGERS UNIVERSITY

PREAMBLE

This Agreement entered into this 1st day of July, 1992 by and between the Board of Education of New Brunswick, the City of New Brunswick, New Jersey, hereinafter called the "Board" and the New Brunswick Leadership Association, hereinafter called the "Association."

W I T N E S S E T H

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

## ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to engage in good faith bargaining in accordance with Chapter 303, as amended, and shall negotiate in accordance to the time schedule as established by law. Any agreement so negotiated shall be fully reviewed by the membership of both parties after which the contract may be ratified. The ratified agreement shall apply to all leadership [administrative] personnel, be reduced to writing, and be signed by the Board and Association.
- B. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement with any organization or individuals other than the Association.
- C. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by signatories to the contract.
- D. Representatives of the Board and the Association shall meet, upon the request of either party, for the purpose of reviewing the administration of the Agreement. All meetings between the parties shall be regularly scheduled whenever possible.
- E. It is agreed that this Agreement supersedes all prior agreements and represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. All prior agreements are null and void.
- F. In preparation for and during negotiations, the Board shall provide relevant data requested by the Association and permit inspection of all pertinent records, data and information.
- G. Whenever any member of this Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss of pay and/or benefits.

D. Procedure

1. Level One

A professional with a grievance shall first discuss it with the principal or immediate superior, either directly or with the Association's designated representative, with the objective of resolving the matter.

All meetings past Level One in which the aggrieved is involved may include a representative designated by the Association.

2. Level Two

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) days after presentation of the grievance, the aggrieved may file the grievance in writing with the person or persons designated by the Association within five (5) days after the decision at Level One or ten (10) days after the grievance was presented, whichever is sooner. Within five (5) days after receiving the written grievance, the person (s) designated by the Association shall refer it to the superintendent's designated representative in writing. The superintendent or the designated representative of the superintendent shall render a decision in 15 days to the Association and to the aggrieved person. The superintendent's decision shall be in writing.

3. Level Three

If the aggrieved person is not satisfied with the written disposition of his/her grievance at Level two, or if no written disposition has been rendered with ten (10) days after the grievance was delivered to the superintendent, he/she may, within five (5) days after a decision by the superintendent, or fifteen (15) days after the grievance was delivered to the superintendent, whichever is sooner, appeal this grievance in writing to the Board of Education through the person (s) designated by the Association. The Board will within 30 days conduct a hearing or render a decision. If a hearing is held, the Board will render a decision within 15 days after the hearing and notify the aggrieved person's and the Association in writing.

- c. 2. In addition, the board's decision shall be final and binding on grievance concerning:
- (a.) Any matter for which a specific method of review is prescribed and expressly set forth by law, or any rule or regulation of the State Commissioner of Education or
  - (b.) A complaint of non-tenure administrator which arises by reason of his not being re-employed or
  - (c.) A complaint by any certificated personnel occasioned by appointment or lack of appointment to, retention in or lack of retention, any position for which tenure either is not possible or not required, or
  - (d.) Any matter which according to law is either beyond the scope of the Board's authority or limited to unilateral action by the board alone.
- d. The cost for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. Rights of Professional to Representation -

The aggrieved may be represented at all stages of grievance procedure by himself, by a representative of his own choosing approved by the Association or by a representative selected by the Association.

F. Rights of the Association -

1. The Association shall have the right to present and to state its view at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or any member or the administration against any aggrieved person, any association representative witness or member, or any other participant in the grievance procedure by reason of such participation.

H. Grievance Against Member

1. An Association member having a grievance processed alleging violations of N.B.E.A. contractual agreements in which the member's name, position, or subtle reference is utilized be personally entitled to a copy of said grievance when filed with Central Administration.
2. When a member of the Association is a defendant in an alleged violation of the N.B.E.A. contractual agreements (grievances) and is requested or required to defend said member's position in the grievance process at level hearings, said member is entitled to representation of choice: N.B.L.A., County Administrative Association, State NJPSA, attorney, or any combination of representatives to ensure one's protection of due process and civil rights.

## ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association may be granted an advisory position as the Board's agent in negotiations with all other employees. This representative or representatives shall be appointed by the Association and will assist the Board of Education in evaluating any requests or demands made/by other employee groups. The Board will keep the Association's representatives informed of all requests made of them, and the Association, through its representatives, will advise the Board how these demands will effect the education of our children or the administration of our schools. At no time will any Association member sit in any actual negotiation session with other groups, but they will give advice and make recommendations to the Board and the Board's negotiator in closed session. All matters shall be held in strict confidence.
- B. The Association shall be granted at least one seat on the following councils or committees; these appointments shall be made by the Board of Education from a list submitted by the Association: Fair Dismissal Committee, Safety Committee.
- C. Appointments as representatives of the Board in future councils and committees shall be made in the same matter as indicated in B above.
- D. The Board, or committee of the Board, shall meet with the Association upon request of the Association during the school year. The dates of these meetings shall be arranged by mutual agreement. Nothing herein shall prevent the Board from calling such meetings as are necessary to the efficient operation of the school system.
- E. The Association shall have the right and responsibility, subject to Board approval, for conducting workshops as provided for in the calendar.
- F. Prior to the creation of any new leadership positions which would be eligible for Association membership, their creation will first be discussed with the Association president.
- G. If there is a necessity for reduction or elimination of a position (s) through financial or other constraints, the President of the Association shall be duly informed and be allowed to first present to the Superintendent of Schools; and then, if necessary to the Board of Education, a defense for such position (s).

ARTICLE VII - PROFESSIONAL EMPLOYMENT

- A. The Board agrees to hire employees in accord with the rules and regulations of the State Board of Education and in accord with the laws of the State of New Jersey.



ARTICLE IX - INSURANCE PROTECTION

- A. As of the beginning of the 1974-75 school year, the Board shall provide health care insurance protection for the employee and his/her family.
- B. The health insurance carrier shall be Connecticut General or Rutgers Community Health Plan for all coverage; basic hospitalization and medical-surgical coverage, extended benefits coverage, and major medical coverage.
- C. The Board shall provide to each professional a description of the health care insurance coverage provided under this Article upon hiring. Said description shall include a clear description of conditions and limits of coverage as listed above.
- D. Professionals aged 65 or over shall be reimbursed for medicare insurance fees.
- E. As of the beginning of the 1974-75 school year, the Board shall provide dental coverage for the employee only.
- F. The dental insurance carrier shall be the Connecticut General Insurance Company.
- G. Association members and their dependents will be covered by a prescription plan with a \$3.00 for 1992-1993, \$4.00 for 1993-1994 and \$5.00 for 1994-1995 deductible per drug.
- H. No insurance benefits to the Leadership personnel shall be less than that granted any other professional personnel.
- I. All retired employees of the Board who purchase health insurance through the Board's group policies and who retired before the present health insurance package was available, are eligible to update their coverage to the current package (medical, dental, prescription),
  - 1. The total package must be purchased (medical, dental, prescription) in family or single plan as appropriate.
  - 2. This option will be open only during the fall of 1987.

ARTICLE X - SICK LEAVE

- A.
  - 1. All ten (10) month Leadership personnel shall be entitled to ten (10) sick leave days each school year and eleven (11) month personnel shall be entitled to eleven (11) sick leave days each school year, beginning July 1st.
  - 2. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Professionals shall be given a written accounting of accumulated sick leave days as soon as possible in September of each school year.
- C. Association members, who have been continuously employed in district for ten (10) years and who retire under TPAF, will be paid terminal leave at the rate of \$57.00 per day for unused accumulated sick leave days. Association members, contemplating retirement, should notify the personnel office by October 1st of the preceding budget year.
  - 1. An employee who passes away during the course of his/her employment with the Board of Education shall have his/her accumulated sick leave including personal days benefit paid to his/her estate.
  - 2. Employees who are RIF'd after 20 years of service in the district are entitled to the above benefits.
  - 3. Employees who resign after 25 years service in the district are entitled to the above benefits.
  - 4. Employees hired July 1, 1992 or later will be paid a maximum of \$15,000. for unused accumulated sick leave days.
  - 5. Employees hired prior to July 1, 1992 will have no cap on payment for unused accumulated sick leave days.

5. Three (3) days at any one time in the event of death of a professional's son-in-law, daughter-in-law, mother-in-law, father-in-law, brother-in-law or sister-in-law, or grandparents.
  6. One (1) day in the event of death of a friend or relative outside the professional's immediate family as defined above. In the event of the death of a professional or student in the New Brunswick School District, an immediate supervisor shall arrange sufficient time off so as many professionals as possible can attend the funeral.
  7. Time necessary for persons called into temporary active duty of any Reserve or the State National Guard shall be paid the difference between their pay and their military pay not to exceed two weeks a year.
  8. Time granted by the Board for other reasons.
- B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the professional is entitled.
- C. Unused personal days will be added to accumulated sick leave.

## ARTICLE XIII - SABBATICAL LEAVE POLICY

### A. Criteria for Application, Evaluation, and Selection of Applicants.

#### 1. Eligibility

The applicant must have seven (7) years of professional service in the New Brunswick school system.

#### 2. Purpose

- a. Study at the graduate level.
- b. Planned research.
- c. An organized plan of travel and study, individual or group.
- d. An internship with an agency or institution.
- e. Other purposes directly connected to the service performed.

#### 3. Application

- a. The applicant must submit a proposal of the program he/she intends to pursue with a statement of the anticipated benefits to himself/herself and to school system.
- b. The application must be submitted by November 1st of the year proceeding the proposed leave.
- c. The application shall clearly demonstrate a program of consequence that is achievable within the limits of the leave.

### B. Responsibility

#### 1. New Brunswick Board of Education

- a. During the year in which a successful applicant is on sabbatical leave for a full year, the Board will pay him/her one-half his/her full, current contracted salary.
- b. During the year in which a successful applicant is on one-half year sabbatical leave, the Board will pay him/her full current contracted salary.

ARTICLE XIV - EDUCATIONAL IMPROVEMENT

- A. Effective July 1, 1977, to enable Leadership personnel to keep abreast of the latest educational innovations, the Board agrees to reimburse Leadership personnel for successful completion of college courses taken according to the following schedule.
1. The sum of \$1,500 shall be budgeted each year for course reimbursement.
  2. For each school year, payment shall be based at the rate charged per graduate credit by the State Colleges, subject to a limit of nine (9) credits per Association member on a first come basis.
  3. All courses shall be graduate credits, be in the general field of education, or be approved by the Superintendent or his/her designee.

ARTICLE XVI - DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its administrators dues for any one or combination of associations as said administrators individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (NJSA 52:14-159e) and under rules established by the State Department of Education. The person designated shall distribute such monies to the appropriate association or associations.
2. Each of the associations shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Local, State and National Service

The Board agrees to deduct from administrators' salaries money for local, state and/or national association services and program as said administrators individually and voluntarily authorize the Board to deduct and to transmit monies promptly to such association or associations. Any administrators may have such deductions discontinued at any time upon sixty (60) days written notice to the Board and appropriate association.

C. Tax Sheltered Annuity

An employee may authorize the Board to make deductions for the purpose of tax sheltered annuities pursuant to the provisions of R.S. 18A:66-127, et seq., and the terms of a group contract approved by the Board. The Board may reasonably limit the number of tax sheltered programs offered.

- F. All Association members will be paid at the rate of 1/200th of their annual 10 month salary for each day they are required to work beyond their 10 contract. (Ex: Add 10% for 11 month contract, 5% for 10 month plus two weeks, 2.5% for 10 month plus one week contract, etc.)
- G. Any person promoted from within the system will receive the next highest ratio on the guide.
- H. No ratios will be changed during the school year except when a person is promoted during the school year.
- I. Service increments will be added after the ratio is calculated:

SERVICE INCREMENTS

	1992-93	1993-94	1994-95
20 year service	\$ 950.	\$1000.	\$1025.
25 year service	\$1350.	\$1400.	\$1425.
30 year service	\$2100.	\$2150.	\$2175.