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AGREEMENT
BETWEEN
NEW BRUNSWICK BOARD OF EDUCATION
AND
NEW BRUNSWICK LEADERSHIP ASSOCIATION
1989-1992

7/1/89 - 6/30/92

ARTICLE I - RECOGNITION

The Board recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for Leadership personnel employed on a full time basis or on leave by the Board as follows:

Principals
Vice Principals
Administrative Assistants or Interns
Directors
Supervisors
Coordinators

But excluding:

Superintendent of Schools, Assistant Superintendent of Schools, Assistant to Superintendent of Schools, and Board Secretary/Business Administrator. Unless otherwise indicated, the term "Leadership personnel" when used hereinafter in the Agreement shall refer to all professional employees represented by the Association in the negotiating unit as defined above.

All leadership personnel appointed by the Board in an acting capacity shall have the same benefits and rights as specified for the permanent position.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a claim based upon the interpretation, application, or violation of this contract.
2. An "aggrieved person" is the person or persons making the claim.

B. Purpose

The purpose of this procedure is to secure equitable solutions to problems affecting professionals, to the terms, and to conditions of employment.

C. Conditions

1. A grievance to be considered under this procedure must be initiated by the aggrieved within 15 days from the date when the grievant would be reasonably expected to know of its occurrence or 15 calendar days after the grievant would be reasonably expected to know of its occurrence.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved, time limits set forth herein shall be reduced so that the grievance procedure will be exhausted prior to the end of the year or as soon thereafter as is practicable.
3. Failure to process a grievance to the next step of the procedure within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
4. Failure to communicate the decision in writing on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.

4. Level Four

- a. In the event the decision of the Board is not accepted by the Association, any submission to arbitration, whether binding or advisory shall be made in writing to the Board of Education within 15 days after the receipt of the Board's decision.
- b. Within ten (10) days after such written notice of submission or arbitration, the Board and the person (s) designated by the Association shall attempt to agree upon mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator to serve or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c. 1. The arbitrator so selected shall confer with the representatives of the Board and the representatives of the Association, hold hearings promptly, and issue his/her decision not later than twenty (20) days from the date of the hearing or, if oral hearings have been waived, then from the date the final statements and proofs on the issues were submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by/or which is violative of the terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties, on all matters concerning interpretation, application, or alleged violation of the agreement, except for that language under the articles concerning transfers, assignments and promotions, which shall be subject to advisory arbitration. The decision of the arbitrator shall be advisory on all other grievance matters.

Miscellaneous

- G. 1. If in the judgement of the Association, grievance affects a group or class of professionals, the Association may submit such grievance in writing to the superintendent directly, and the processing of such grievance shall be commenced at Level Two.
2. The Association may process any grievance through all levels of the grievance procedure, even though the aggrieved person does not wish to do so.
3. Decisions rendered at Level One, which are unsatisfactory to the aggrieved person, and all decisions rendered at Level Two, Three, and Four of the grievance procedure shall be transmitted promptly to all parties in interest and to the person(s) designated by the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, Paragraph 4 of this Article.
4. 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 the participants.
5. All meetings, hearing, and investigations, under this procedure, shall be accomplished without interference with operation of the school system after school hours and shall be considered private; however, if mutually scheduled during regular working hours, the grievant, or his representative, shall not suffer any loss of pay or privileges as a result thereof.
6. Time limits may be extended at Level Two, Three and Four by mutual consent of both parties. The extension may be for a specified length of time or an indefinite period.

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 at two scheduled meetings 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 \$2.00 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.
 - 3. This option, if refused, will not be available again.
 - 4. This option is not open to retirees who did not elect to purchase the health insurance package available to them through the Board at the time of their retirement.

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 \$55.00 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.

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 month 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

	1989-90	1990-91	1991-92
20 year service	\$ 500.	\$ 650.	\$ 850.
25 year service	\$ 900.	\$1100.	\$1250.
30 year service	\$1600.	\$1800.	\$2000.