

CONTRACT AGREEMENT

between

the STATE-OPERATED SCHOOL DISTRICT OF JERSEY CITY

-and-

**the NON-CERTIFIED ADMINISTRATORS AND SUPERVISORS
ASSOCIATION**

covering the period

July 1, 2002

to

June 30, 2005

and extension year

July 1, 2001

to June 30, 2002

ARTICLE ONE

RECOGNITION

A. The District hereby recognizes the Association as the exclusive and sole bargaining representative for all personnel in the titles set forth in section "B".

B. Job Titles

Assistant Coordinator of School Transportation Services
Assistant Supervisor Motor Pool
Building Maintenance Inspector
Chief of Administrative Services
Chief Security Guard
Coordinator of School Transportation Services
Claims Examiner Workers Compensation/Graduate Nurse
Executive Director Cafeterias
Maintenance Supervisor
Management Information Systems Specialist
Occupational Health Nurse
Purchasing Agent
Real Estate Manager
Senior Computer Operator
Senior Program Monitor
Senior Training Technician
Supervisor Transportation & Vehicle
Systems Analyst
Training Officer

C. All other individuals employed by the Board not specifically enumerated in section "B" are excluded from the bargaining unit.

ARTICLE TWO

SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor Agreement in accordance with the requirements of Chapter 123, Public Laws of 1974.

ARTICLE THREE

DISTRICT RIGHTS AND RESPONSIBILITIES

A. The District, on its own behalf of the citizens of the City of Jersey City, Hudson County, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the District, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms hereof and are in conformance with the Constitution, the laws of New Jersey and of the United States and the Public Employment Relations Commission.

C. Nothing contained herein shall be construed to deny and restrict the District of its rights, responsibilities, and authority under Title 18A, School Laws of New Jersey, or any other national, state, county, District, or local laws or regulations as they pertain to education.

ARTICLE FOUR

INDIVIDUAL GRIEVANCE PROCEDURE

A. To promote the highest possible degree of harmonious employer/employee relations, it is essential that procedures to resolve grievances be established.

B. A grievance may be considered to exist when an employee believes that an administrative procedure or policy adversely affects his/her working conditions or his/her welfare or violates the terms of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.

C. In the wording of this statement of procedures, the terms "employee" shall be taken to include all members of the bargaining unit.

D. Any aggrieved person may be represented at any stage of the grievance procedure by a representative selected or approved by the Association.

E. Any employee shall have the right to present his/her grievance through the steps described in the following paragraphs with assured freedom from restraint, interference, coercion, discrimination or reprisal.

F. STEP I: Any employee who has a grievance shall first advise his/her immediate superior or department head in writing of its existence. The writing shall indicate that Step 1 of the grievance procedure has been initiated. The immediate superior or department head shall meet with the employee within three (3) work days in an attempt to resolve the grievance at this level. Within three (3) work days after the discussion, the immediate superior or department head shall orally make known his/her decision to the employee. Should discussion at this level result in an unsatisfactory resolution, the employee may present his/her grievance within five (5) calendar days to the Grievance Evaluation Team of the JCEA. The JCEA Grievance Evaluation Team will render a decision within seven (7) calendar days of receipt of the grievance. If the decision is that the grievance has no merit, the person involved will be so notified, in writing, by the chairperson of the JCEA Grievance Evaluation Team.

G. STEP II: If the decision of the JCEA Grievance Evaluation Team is that the grievance does have merit, it shall, within the 12-calendar day period referred to in STEP 1 above, present a written statement of its position on the matter to the Human Resources Department and to the aggrieved. This statement must include reference to the specific remedy sought by the grievant. The employee, in further discussion of his/her grievance, may, at this step, be accompanied and assisted by not more than two (2) representatives of the Association, designated by the JCEA Grievance Evaluation Team. The Human Resources Department shall hold a meeting upon request of the JCEA Grievance Evaluation Team and render a written decision within five (5) work days of receipt of the written statement from the JCEA Grievance Evaluation Team. The Human Resources Department's decision shall be prepared in triplicate; one (1) copy to the employee, one (1) copy to the JCEA Grievance Evaluation Team, and one (1) copy to the State District Superintendent.

H. STEP III: If the grievance is not resolved to the satisfaction of the JCEA at the level of STEP II, the JCEA may appeal within ten (10) calendar days, to the State District Superintendent and School District Counsel in a written statement, setting forth details and grounds on which the grievance is based and attaching all pertinent documents. The State District Superintendent and School District Counsel shall confer with the parties concerned, within four (4) calendar days. The State District Superintendent and School District Counsel shall then, within six (6) work days, render their decision. A written statement of this decision and all supporting reasons shall be sent to the aggrieved, to the Human Resources Department and the JCEA Grievance Evaluation Team.

I. STEP IV: If the JCEA is not satisfied with the disposition of the grievance at STEP III, the JCEA shall have the right to request arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission. A request for arbitration shall be made not later than fifteen (15) work days after the disposition of the grievance at STEP III.

J. The arbitrator shall proceed with the hearing and submit a written decision in the shortest possible time setting forth his/her findings of fact, reasoning and conclusions on

the issue(s) submitted. The decision of the arbitrator shall be submitted to the School District and the Association and shall be final and binding on both parties. The arbitrator shall be without power to alter, amend or modify the terms of the Agreement. In addition, the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The cost of arbitration shall be paid by the unsuccessful party.

K. An aggrieved employee shall institute action, under the provisions hereof within fifteen (15) work days following the occurrence. However, any aggrieved employee whose grievance deals with those items which are contained in the annual statement, shall have six (6) months following receipt of said statement to file his/her grievance.

L. The annual statement shall include the following information: annual salary, step on guide, prior service pay, longevity pay, column on guide, extra compensation and number of sick leave days in accumulated sick leave bank as of July 1 next, following the annual statement, and Hospital Plan in which the employee is enrolled.

M. An employee whose grievance has been deemed to be without merit by the JCEA Grievance Evaluation Team shall retain the right of written appeal to the State District Superintendent.

N. Should circumstances necessitate hearings or discussion of a grievance during work hours, there shall be no loss of pay suffered by reason thereof by the aggrieved or his/her representatives, if they should be employees of the School District.

O. In the event no decision is forthcoming within prescribed time limits at any step, the aggrieved may, upon notice, proceed to the next step.

P. Any of the time limits specified may be extended by mutual agreement.

Q. The function of these procedures is to assure equitable and proper treatment under existing rules, policies, procedures and contractual agreements which relate to or affect the employee. They are not to be used for changing existing rules, policies, procedures and contractual agreements or for establishing new ones.

R. If, in the judgment of the JCEA Grievance Evaluation Team, a grievance affects a group or class of employees, the Grievance Evaluation Team may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so. However, in the event the group or class is composed of grievants in more than one department, the grievance will start at Step II.

S. No meetings or hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representatives.

ARTICLE FIVE

PROMOTIONS

A. The administrative and supervisory positions covered by the Agreement shall be filled pursuant to this Article.

B.

1. Vacancies to be filled shall be adequately publicized in all schools within ten (10) school days after an opening occurs.

2. All publicity and notices of such vacancies shall clearly set forth qualifications for and the duties of the position.

3. Vacancies and positions shall be filled without regard to race, age, creed, color, religion, nationality, sex, physical handicap or marital status.

4. Any employee working in a position which calls for a higher rate of pay than the affected employee's title, shall receive such higher rate of pay during his/her tour of duty in the higher paying position provided he/she works in such higher position for at least thirty (30) consecutive working days, excluding weekends or holidays, and in that event he/she shall receive the high rate of pay retroactively to the first day. In each such case, the temporary transfer is subject to the applicable regulations of the New Jersey Department of Personnel.

ARTICLE SIX

ADMINISTRATIVE POSITIONS STRUCTURE

A. The Association shares, along with the State District Superintendent, significant responsibility for the mutual professional improvement of the Jersey City Public Schools. Therefore, in order to insure and maintain satisfactory channels of communication between the Association and the State District Superintendent as a necessary requisite to fulfilling the above responsibility and inasmuch as decisions affecting the creation, change or abolishment of administrative positions and structure may relate to the provisions of this contract, it shall be the responsibility of the Superintendent together with the Association to communicate decisions concerning the creation, change or abolishment of any administrative position, as defined by the criteria for inclusion in the bargaining unit including those administrative positions designated as "acting".

B. It shall be the responsibility of the State District Superintendent to communicate to the Association before implementing a new administrative structure at either the District or Building level.

ARTICLE SEVEN

MEETINGS WITH THE STATE DISTRICT SUPERINTENDENT

Meetings between the State District Superintendent and/or his/her representative and the President and/or his/her representative of the Association shall be held at the request of either party upon reasonable notice to discuss areas of concern.

ARTICLE EIGHT

TRAVEL REIMBURSEMENT

A. Employees designated by the District shall receive a car allowance of \$5.00 per day when they must use their own car for District business. Any issues arising from this provision shall be non-grievable and non-arbitrable.

B. Administrators will be reimbursed for those expenses which have received prior approval. Before payment is authorized, an appropriate voucher must be submitted.

ARTICLE NINE

WORK DAY

The work day shall be seven (7) hours and thirty (30) minutes exclusive of lunch. Employees' schedules shall be established by the respective supervisor after consultation with the employee. *8 hrs*

ARTICLE TEN

ATTENDANCE INCENTIVE PLAN

Any employee who has no absences from July 1st to June 30th shall receive a \$700 bonus. The bonus will be split into two parts, \$350 each semester for employees who achieve perfect attendance during the semester. The first semester is July 1st to December 31st; the second, January 1st through June 30th. The only excused absences relative to this policy are: death in the immediate family, jury duty and an approved professional day.

ARTICLE ELEVEN

SICK DAYS

- A. An employee absent because of personal illness shall suffer no loss of pay for:
 - 1. one working day for each month of service during the remainder of the first fiscal year of service following assignment; and
 - 2. fifteen (15) working days in every fiscal year thereafter.
- B. Administrative & Supervisory personnel shall have the option of trading in one-half (½) of the sick days that they have accumulated at a rate equal to one-half (½) of a substitute's pay.
- C. No more than fifteen (15) sick days may be accumulated each school year.
- D. At the time of retirement, each individual shall be credited with one (1) additional day in the sick leave bank.

ARTICLE TWELVE

SICK LEAVE

The procedure to be followed for illness requiring a leave of absence is as follows:

- A. Employees who are absent six (6) consecutive days must submit a leave form. The leave form must be completed by a physician and the employee and sent to the department head or immediate supervisor by Certified Mail/Return Receipt Requested. The leave form must be received by the District within six (6) working days of the sixth consecutive day of absence. Leave forms shall be supplied to employees at the beginning of each school year.
- B. If completed personal illness leave of absence form is not received within the twelve (12) working days period, then the department head or immediate supervisor should send a certified letter indicating failure to comply.
- C. If no response to the letter is received within the five (5) working days, the employee's paycheck may be withheld pending disposition of illness leave by the Human Resources Department.

ARTICLE THIRTEEN

OTHER LEAVE

A. **ABSENCE FOR DEATH IN FAMILY:** In case of death of a parent, mother-in-law, father-in-law, brother, sister, husband, wife, child, stepchild, domestic partner or relative who is a member of the immediate household of an employee, the employee shall be excused without loss of pay or accumulated leave for death related absences taken within seven (7) calendar days of the date of death.

In case of the death of a stepmother, stepfather, grandchild, grandparent, sister-in-law (direct) or brother-in-law (direct), the employee shall be excused three (3) days without loss of pay or accumulated leave for death related absences taken within five (5) calendar days of the date of death.

B. **ABSENCE FOR DEATH OF RELATIVE:** In the case of the death of a relative not included in the above section, an employee shall be excused for the day of the funeral without loss of pay or accumulated leave. The definition of "relative" in this section shall include the following: uncle by consanguinity (but not affinity), aunt by consanguinity (but not affinity), nephew, niece, cousin by consanguinity, (first cousin only and not cousin's wife or husband), son-in-law, daughter-in-law.

ARTICLE FOURTEEN

PERSONAL BUSINESS DAYS

A. Upon three (3) days prior notification, two (2) personal business days may be taken per year without loss of pay contingent upon the prior approval of the immediate supervisor. Unused personal business days shall be transferred to the employee's sick leave bank at the end of the school year.

B. Personal emergency – three (3) day notification waived.

C. Personal business days may not be taken on:

1. the first or last week of the school year;
2. the day before or after a school holiday;
3. the day prior to or immediately following a vacation period within the school year;
4. exceptions to the above may be made for valid, cogent reasons.

ARTICLE FIFTEEN

TERMINAL LEAVE

Employees covered under this Agreement shall be entitled to two (2) terminal leave days pay for each year of service.

ARTICLE SIXTEEN

CONSULTATION WITH ASSOCIATION

A. The Association will be consulted in the development of all major or significant administrative policies and procedures that effect unit membership.

B. A committee consisting of representatives of the Association and the State District Superintendent's Office will be established to review staff patterns.

ARTICLE SEVENTEEN

HOLIDAYS

A. The following days shall be recognized as paid holidays:

1. New Year's Day
2. Martin Luther King's Birthday
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day
7. Labor Day
8. Columbus Day
9. Election Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving Day
13. Christmas Day

B. The District shall follow the current practice of credit days when the District is closed if any employee works on said day.

ARTICLE EIGHTEEN

LONGEVITY

A. Longevity shall be paid cumulatively as follows for those individuals hired prior to July 1, 2000:

Upon completion of five (5) years of service	\$300
Upon completion of ten (10) years of service	\$600
Upon completion of fifteen (15) years of service	\$900
Upon completion of twenty (20) years of service	\$1,200
Upon completion of twenty-five (25) years of service	\$1,500
Upon completion of thirty (30) years of service	\$1,800
Upon completion of thirty-five (35) years of service	\$2,100
Upon completion of forty (40) years of service	\$2,400

B. Individuals hired after July 1, 2000 shall not be entitled to the thirty-five (35) and forty (40) year longevity increases.

ARTICLE NINETEEN

SALARIES

A. Salaries for individual employees shall be as set forth in the salary schedule drafted by the District dated June 29, 2001, which was mutually agreed upon by the parties.

B. For employees obtaining a Masters' Degree in a field related to their employment, subject to the State District Superintendent's sole discretion and approval, a differential salary of \$2,000 shall be established. Issues related to this provision are not grievable and are not arbitrable.

ARTICLE TWENTY

TUITION REIMBURSEMENT

\$3,000 per year shall be appropriated for tuition reimbursement.

Tuition reimbursement for graduate credits shall be paid to a maximum, per person, of one (1) three (3) credit graduate course offered at the New Jersey City University. Reimbursement is subject to approval of the State District Superintendent and the attainment of a B average or better.

If total is more than District allows, reimbursement will be pro-rated. Unused portions will be applied to succeeding semester.

ARTICLE TWENTY-ONE

POSTING

Notice for all positions under the auspices of the District shall be posted before applications are accepted.

ARTICLE TWENTY-TWO

HEALTH BENEFITS

- A. The District will provide Administrators with a health-care program as detailed in master policies and contract agreed upon by the District and the Association.
- B. Prescription Plan: A prescription plan will be provided. The plan shall have a co-pay not to exceed seven dollars (\$7) except in the case of generic drug, which shall not exceed three dollars (\$3).
- C. Optical Plan: A family optical plan will be provided.
- D. Flex Spending Plan: Effective January 2002, a Flex Spending Plan will be available.

ARTICLE TWENTY-THREE

LIFE INSURANCE

The School District shall provide each employee with a \$2,500.00 life insurance policy and a \$2,500 death and dismemberment policy. Upon retirement, the life insurance coverage shall be decreased to \$1,000 for each member of the bargaining unit and the death and dismemberment policy shall be canceled. The premium for the post-retirement life insurance in the amount of \$1,000 shall be borne by the retiree.

ARTICLE TWENTY-FOUR

SEPARABILITY

If any provision of this Agreement or any application of the Agreement to any Administrator or group of Administrators is held invalid by operation of law or by court or other tribunal of competent jurisdiction, such provision shall be affected thereby and shall be null and void and all other terms not affected thereby shall continue in full force and effect.

ARTICLE TWENTY-FIVE

FULLY-BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues for the term of this Agreement. During the term of this Agreement neither party will be required to negotiate with respect to any such matter.

Upon return to local control, contract language will be modified to reflect the powers of the Board of Education and Superintendent where appropriate.

ARTICLE TWENTY-SIX

DURATION

The provisions of this Agreement shall become effective as of July 1, 2001, and shall remain in full force and effect through June 30, 2005.

ARTICLE TWENTY-SEVEN

VACATIONS

A. The vacation schedule for those employees hired after July 1, 2000, shall be as follows:

<u>Years of Employment</u>	<u>Vacation Days</u>
Less than one year	1 day per month worked to a maximum of 10
1 through completion of 4 years	15 days
5 through completion of 9 years	20 days
10 through completion of 14 years	22 days
Starting with the 15 th year of employment	25 days

B. The vacation schedule for those employees hired before July 1, 2000, shall be as follows:

1. One (1) day per month for the first year of employment.
2. Twenty-two (22) days for two (2) through fourteen (14) years of employment.
3. Twenty-five (25) days after completion of fifteen (15) years or more.

C. Vacation days not used in the calendar year it is received shall be used in the next succeeding year only.

D. The District shall follow the current practice of granting members one-half of the schools' vacation days (Winter Recess, Spring Recess, etc.). These credit days must be utilized during the current school year; they may not be carried over.

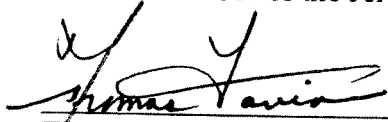
ARTICLE TWENTY-EIGHT

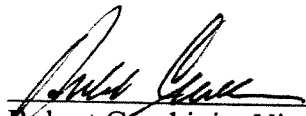
OVERTIME


Employees earning \$50,000.00 or less in annual compensation (inclusive of longevity) may be eligible for overtime compensation. Such employees shall no longer be eligible for overtime once their annual compensation (inclusive of longevity) is projected to be \$60,000.00 or higher. Employees shall be eligible for overtime only with the prior approval of the immediate supervisor

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in Jersey City, New Jersey on this 1st day of March, 2005.


For the NON-CERTIFIED ADMINISTRATORS AND SUPERVISORS ASSOCIATION of the Jersey City School System:


Thomas Favia - President
Jersey City Education Association


Robert Cecchini - Vice President
Jersey City Education Association


Wilson Fonseca - President
Non-Certified Administrators and Supervisors Association

For the STATE-OPERATED SCHOOL DISTRICT OF JERSEY CITY:


Joann Gilman, Business Administrator


Ken Iwama, Chief Labor Counsel