

**UNION COUNTY EDUCATIONAL
SERVICES COMMISSION**

ADMINISTRATORS AGREEMENT

July 1, 2003 - June 30, 2006

AGREEMENT INDEX

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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.

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 Association 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 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.

E. Representation of Employees

Whenever any employee is required to appear before any administrator or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, he or she shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. At the time the request for such meeting or interview is made, the employee shall be entitled to a statement of the subject matter to be discussed at the meeting or interview.

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 N.J.A.C. 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.
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.
5. Each employee shall receive at the close of each school year, an account statement of his sick leave situation.
6. An employee who dies before his or her contract period is completed shall have payment for his unused sick days made to his estate.
7. 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.
8. Each employee shall be compensated for unused sick days at the rate of \$55.00 per day for a maximum of 175 days after ten (10) years of service and no payments pursuant to subparagraphs 6 and 7 will be made unless the employee has 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, Stepparent, Stepchild, 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, stepparent, husband, wife, son, daughter, stepchild 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. Unused personal days up to a maximum of two (2) days per year shall be converted to sick days at the end of each year for use as sick days in subsequent years.

(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. 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.

3. Benefits under this subparagraph as well as subparagraph C shall be administered in accordance with Commission policy and regulations on the subject and consistent with applicable State and Federal Laws.

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

All new 12-month employees shall accrue two (2) vacation days per month of service not to exceed 22 days within the first contract year. Thereafter, 12-month employees shall receive 22 vacation days on July 1 between the second and twelfth years of employment and 25 vacation days beginning with the 13th year of employment. All 12-month employees shall submit vacation days request to the Superintendent for approval as to scheduling.

B. Bank Time

A 12-month employee may accrue a maximum of 10 vacation days to be used in subsequent years in addition to the current year's allotment. Unused vacation days in excess of 10 days at the end of a contract year shall be cancelled (forfeited). Employees with an existing bank of unused vacation days may not accrue any additional unused vacation days until the bank days are used but may retain that bank until used in subsequent contract years. Current employees with unused vacation days shall use said days in accordance with the following schedule:

11 – 21 days, July 1, 2003 to June 30, 2004;
22-32 days, July 1, 2003 to June 30, 2005;
33+ days, July 1, 2003 to June 30, 2006.

C. Legal Holidays

1. All 10-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. Upon separation of employment an employee, or his/her estate shall be paid for accrued unused vacation day entitlement in accordance with the provisions of this subsection of the contract.

2. Payment of unused vacation days shall be based on the employee's per diem rate based on 1/240 days.

3. Under no circumstances will an employee be paid more than the unused vacation days up to a maximum of 10 days plus the current year's vacation days.

4. Employees terminated for just cause shall not be entitled to this benefit.

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%) of the Rutgers University 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. The total amount of reimbursement that will be provided by the Commission for all employees covered hereunder shall not exceed \$4,000.00 per year. The parties agree that they can discuss the transfer of money from the tuition budget to the Professional Conference Budget and vice versa if the need arises during the 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. Professional Conferences

Each employee, with the prior approval of the superintendent, may attend one State Professional Conference annually. The Commission will pay the registration fees and the employee will be reimbursed for his/her lodging expenses and meals. To be eligible for reimbursement the State Professional Conference must be within the State of New Jersey. Reimbursement shall be made within 30 days of submission of an itemized voucher. The total cost to the Commission under this paragraph shall not exceed \$6,000 for school year 2003-2004; \$7,500 for school year 2004-2005; and \$8,000 for school year 2005-2006. Employees shall also be entitled to reimbursement for mileage, but the cost of mileage shall not be included in the limits set forth herein. If an employee requests permission to attend a conference when the Commission has already expended the stated limits for the school year in question, the Commission shall not be obligated to pay for the costs of the conference of the employee.

E. Conventions

All 12 month employees will be eligible to use up to two professional days to attend the annual NJPSA convention.

F. Professional Development Committee

Any member of the Administrators Association assigned to the Professional Development Committee shall be paid an annual stipend of \$1,000.

ARTICLE XVI

INSURANCE PROTECTION

A. Medical insurance will be provided for all employees and their dependents, if requested. The Commission shall advise employees of coverage upon employment.

B. Dental insurance through Horizon Dental Plan shall be provided for employees. No two-party or three-party coverage or orthodontic coverage shall be provided during the duration of this Agreement.

C. If any other employee group receives improved health coverage, said coverage shall be granted automatically to all employees covered under this contract.

D. The Commission shall have the right to change insurance carriers for health and/or dental coverage at any time with sixty (60) days prior notice to the employees so long as the coverage and related services obtained from the new carrier for health coverage shall be equivalent to or better than that which is then being provided by the New Jersey State Health Benefits Plan and dental coverage shall be equivalent to or better than the dental coverage then being provided.

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 (N.J.S.A. 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, 45 Cardinal Drive, Westfield, New Jersey 07090. Notice to the Association shall be mailed to the Association President in care of the Commission Office.

F. Direct Deposit Plan

Members of the Union County Educational Services Commission Administrators Association may elect to participate in a direct deposit plan by completing an appropriate

authorization form designating their depository of choice. The direct deposit plan is available only to salaried employees. Such form must be submitted upon employment or September 1 of any year. Union County Educational Services Commission Administrators Association members desiring to withdraw from the direct deposit plan must notify the Commission office in writing prior to August 31 preceding the first payroll period when the first deposit would otherwise be made. Union County Educational Services Commission Administrators Association members may not withdraw from the direct deposit plan until the end of any school year. Union County Educational Services Commission Administrators Association members must notify the business office of their intention to change their authorized depository fifteen days prior to the next payday.

It is the Employee's responsibility to ensure that their pay is deposited as requested. The Commission shall not be responsible for any charges incurred by any employee as a result of direct deposit.

Any ten-month Union County Educational Services Commission Administrators Association member electing to participate in both the direct deposit and summer payment plan will receive their four summer checks in the regular mail to the current address on file with the Commission. Direct deposit must involve the Employee's entire pay and may be made to only one account in one bank. The Employee's name must be on said account. Upon termination from the Commission, an Employee's final pay will be made by check to the Employee rather than through direct deposit.

ARTICLE XX

SALARY PROVISIONS

A. Salary

There shall be an amount of money determined by multiplying 4.25% times the salary base for the 2002-2003 school year. This sum shall be used to provide salary increases for all employees covered by the agreement on the basis of equal dollars rather than equal percentage for the 2003-2004 school year. There shall be further amounts of money determined by multiplying an additional 4.25% above the salary cost base of school year 2003-2004 for 2004-2005 salary, and an additional 4.25% above the salary cost base for school year 2004-2005 for 2005-2006 salary, which shall be used for salary increases in those 2 school years for all employees covered by the agreement also on the basis of equal dollars rather than equal percentage as set forth on the salary guides attached hereto.

B. Work Beyond Ten Months

Ten-month Administrators who are required to work beyond ten months shall be compensated on an hourly basis at the rate of \$47.00 per hour for the 2003-2004 summer rate, and \$49.00 per hour for the 2004-2005 summer rate and \$51.00 for the 2005-2006 summer rate. No work shall be done on an hourly fee basis unless it is approved in advance by the Superintendent.

C. 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.

ARTICLE XXII

DURATION

This Agreement shall be effective as of July 1, 2003 to June 30, 2006, subject to the Association's right to negotiate a successor agreement as provided herein.

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

For the ASSOCIATION

For the COMMISSION

By: _____
David Young, President

By: _____
Frank J. Cicarell, President

Date: _____

Date: _____

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