

AGREEMENT

Between

WARREN COUNTY VOCATIONAL BOARD OF EDUCATION

And

WARREN COUNTY TECHNICAL NURSES ASSOCIATION

Covering the Period

X July 1, 1986 to June 30, 1987

WARREN COUNTY TECHNICAL SCHOOL
Washington, New Jersey

PREAMBLE

This Agreement, entered into July 1, 1986, by and between the Warren County Vocational Board of Education, Washington, New Jersey, hereinafter called the "Board" and the Warren County Technical Nurses Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

The Board hereby recognizes the Warren County Technical Nurses Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment as defined in the Employer-Employee Relations Act of 1968 as amended for all PN instructors, but excluding all other employees.

ARTICLE II

NEGOTIATION PROCEDURE

Beginning not later than September 30th of the calendar year preceding the calendar year in which this Agreement expires, the Board and the Association agree to negotiate over a successor Agreement pursuant to the rules and regulations of the Public Employment Relations Commission and a good faith effort to reach satisfactory terms and conditions of employment.

ARTICLE III

GRIEVANCE PROCEDURE

Definition:

- A. A "grievance" shall mean a claim by an employee that there has been misinterpretation, misapplication, or a violation of the Agreement or Board Policy relating to terms and conditions of employment, or an administrative decision affecting him. A grievance to be considered under this procedure must be initiated within thirty (30) work days of the time that the employee knew of its occurrence.
- (1) Grievance of Board Policy and/or administrators decisions may proceed up to and including Level 4.
 - (2) Only matters concerning this contract (terms and conditions) may be grieved up to and including Level 5.
- B. (1) It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. Either party may be represented by a person of their choice at any level of the grievance procedure.

- (2) Failure at any step of this procedure to communicate the administrative decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the "specified" time limits shall be deemed to be acceptance of the decision rendered at that step.
- (3) It is understood that employees during the notwithstanding the pendency of any grievance, shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- (4) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

C. Level One

Any employee who has a grievance shall discuss it first with his principal (or immediate supervisor or department head, if applicable) in an attempt to resolve the matter informally at that level.

D. Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) work days, he may set forth his grievance in writing to his principal/immediate supervisor on the grievance form provided.

The principal/immediate supervisor shall communicate his decision to the employee in writing with reasons within three (3) work days of receipt of the written grievance.

E. Level Three

The employee, no later than five (5) work days after receipt of the principal's/immediate supervisor's decision, may appeal the principal's/immediate supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal/immediate supervisor as specified above and his dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) work days. The Superintendent shall communicate his decision in writing with reasons to the employee and the principal/immediate supervisor.

F. Level Four

If the grievance is not resolved to the employee's satisfaction, the employee, no later than five (5) work days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) work days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a response to the grievance by the Board-Secretary.

G. Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the employee, and the employee wishes review by a third party, and if the matter pertains to this agreement between the Board and the Association, he shall so notify the Board through the Superintendent within ten (10) work days of receipt of the Board's decision.

H. Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of a third person referred to as an arbitrator:

- (1) A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- (3) If the parties are unable to determine, within ten (10) work days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- (4) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The recommendations of the arbitrator shall be advisory. The Board, the aggrieved and his representative and the Association shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

I. Miscellaneous

Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.

J. Costs

- (1) Each party shall bear the total cost incurred by themselves.
- (2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.

ARTICLE IV

A. EMPLOYEE RIGHTS

Pursuant to Chapter 303, Public Laws 1968, revised in Chapter 123, Public Laws 1975, the Board hereby agrees that its employees shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted and lawful

activities for mutual aid and protection. As a duly elected body exercising governmental power under the color of law of the State of New Jersey the Board undertakes and agrees that it or its employed administrative or executive personnel will not directly or indirectly discourage, deprive, or coerce any employee with respect to hours, salary, terms or conditions of employment, by reason of his membership in the Association including collective negotiations with the Board, or his institution of any grievance, complaint or proceeding with respect to any term or condition of employment under, or aside from, the specific terms of this agreement.

Whenever an employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

Whenever an employee is required to appear before the Superintendent concerning any matter which could affect the continuation of that employee in his office, position or employment, or the salary or any increments pertaining thereunto, then he will be given prior written notice, receipt of which will be confirmed by the signature of the employee. The employee will be entitled to representation in any such meeting.

B. SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE V

ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association information with respect to employee's salaries and other financial information in the form presented to the Board, provided such information is available to the public.
- B. The Association and its representatives may be permitted to transact official Association business on school property, if facilities are available, and with approval of the Superintendent or his designee.

- C. The Association and its representatives may have the right to use the school building for meetings, the use of the facilities and equipment as approved by the Superintendent or his designee and at times and under conditions which will not interfere or interrupt normal school operations. The Association will be responsible for providing their own supplies (paper, etc.).
- D. The Association President shall be provided with facilities in which to store Association records and to conduct Association business.
- E. The Association President shall be provided with release time as needed to perform his/her Association duties.
- F. The rights of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the members of the negotiating unit and no other comparable employee organization.

ARTICLE VI

BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement and Chapter 303, and in accordance with all applicable laws and regulations pertaining to the following:

- (1) to direct employees of the school district,
- (2) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees,
- (3) to relieve employees from duty because of lack of work or other reasons as determined by law,
- (4) to maintain the efficiency of the school district operations entrusted to them,
- (5) to determine the methods, means and personnel by which such operations are to be conducted and,
- (6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE VII

SCHOOL CALENDAR

The Board agrees to consider the recommendations from the association for the subsequent year's school calendar, provided the suggestions are presented to the Superintendent by March 1st.

ARTICLE VIII

EMPLOYMENT

Each Practical Nursing Instructor shall be placed on the Salary Guide, Schedule "A" in accordance with the following:

- (1) The initial salary of a teacher shall be set at the discretion of the Board of Education. The Board and the individual shall decide as to the salary step and this agreed upon experience level shall proceed from this point in regular progression in future years. The initial salary will be determined in accordance to Title 18A:29-9.
- (2) Additional credit will be given for military service not to exceed four (4) years. (Other than dishonorable discharge).
- (3) Additional credit may be given at the Board's discretion for education and/or work experience outside the usual standards, provided this meets with the approval of the New Jersey Department of Education.
- (4) Teachers will work according to the school calendar.
- (5) Teachers who take college credit (non-degree teachers) and teachers who take graduate credit at an accredited college or university in areas related to their field of instruction shall be reimbursed at a rate not to exceed the New Jersey State College average per credit up to a maximum of 12 credits per year.
 - a. Courses must be approved in advance by the Superintendent and a teacher must receive a C or better or P in pass/fail to be eligible for reimbursement. Official transcripts of the grade and proof of tuition cost must be submitted.
 - b. The maximum total payments to be made by the Board will not exceed \$4500 for the school year. Reimbursement for Board or State certification courses not paid by other agencies shall be paid by the Board, such payments not to be included in the total allowed above for credit reimbursement. Application for reimbursement will be approved based on date of application and relevance of the courses to the teacher's assignment.
 - c. Teachers who anticipate a horizontal movement on the guide for the ensuing school year shall give notification to the Superintendent in writing by December 1st.
- (6) All fulltime Practical Nursing Instructors shall have one (1) hour preparation for each seven (7) hours worked.
- (7) By April 30th, a letter of intent signed by the Board shall be sent to all Practical Nursing Instructors notifying them of their re-employment and their salary step for the ensuing year. Instructors being offered contracts shall indicate acceptance or rejection by June 1. Failure to return the signed contract by June 1 shall indicate rejection of the contract by the instructor.
- (8) The Board and Association acknowledge that a teacher's primary responsibility is to teach, and that his energies should, to the extent possible, be utilized to this end.

- (9) If possible, a tentative schedule shall be given to the teacher prior to last working day in June.

ARTICLE IX

SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
- (1) Teachers employed on ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 - (2) Teachers employed for more than the ten (10) months shall be paid for the additional time in accordance with a plan mutually agreeable by the employee and the Board.
 - (3) Teachers may elect to have an amount of their monthly gross salary deducted from their paycheck which will be deposited in the Teachers' Federal Credit Union.
 - (4) When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous work day.
 - (5) Teachers shall receive their checks on the last working day in June, provided they have fulfilled all professional responsibilities to the satisfaction of the principal. These responsibilities and inspections shall be put in writing by the principal and passed on to all teachers prior to May 15th.
 - (6) The Board shall provide the following to teachers who have had approval by the Superintendent in the performance of assigned duties:
 - a. Reimbursement for teachers using their own vehicles in the conducting of their district duties will be at the rate approved by the IRS in its most recent publication.
 - b. Teachers shall receive reimbursement for lodging and meals and other living expenses incurred in attending approved conferences up to a limit which will be agreed upon in advance by the Superintendent and the teacher.
- B. Both the Board and the Association recognize that professional duties often extend past the normal seven (7) hour work day. The Board, through the administration may request that faculty members carry out their professional teaching duties beyond the normal working hours. These duties are those that are only professionally related, limited to specific academic and/or shop skill help for those students who request same, excluding shop hours and makeup time.

ARTICLE X

TEACHER EVALUATION

- A. In accordance with Board Policy at least two (2) formal evaluations for teachers shall be made by certified administrators by April 1st of the school year, and signed by the evaluator and the teacher being evaluated.

- B. All formal evaluations will be in writing by the administrator and will be dated and will be discussed with the teacher being evaluated. Formal evaluations shall include specific recommendations for instructional improvement.
- C. Ample time between formal evaluations shall be afforded teachers to carry out recommendations for improvement.
- D. All evaluations may include a pre-observation conference. A post-observation conference will be held after each evaluation. All observations shall be one period in duration.

ARTICLE XI

A. SICK LEAVE

As of September 1, 1986, Teachers shall be entitled to ten (10) days of personal sick leave each school year, prorated with pay as defined in Board Policy Manual. One extra day will be granted for each extra month worked.

B. RETIREMENT PAY FOR UNUSED SICK LEAVE

Computation of supplemental compensation for unused sick leave and limitation of payment:

- (1) The amount shall be computed at the rate of one-half the employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of his active employment prior to the effective date of his retirement. Overtime pay or other supplemental pay shall not be included in the computation.
- (2) In computing the foregoing, total periods of leaves of absence without pay shall be excluded in the computation.
- (3) No lump sum supplemental compensation payment shall exceed \$4000.00.
- (4) In calculating total compensation, the beginning date shall not be any earlier than one year prior to the effective date of retirement.

The foregoing formula shall only apply to those personnel while employed at Warren County Vocational School and further providing that twenty (20) years or more of service has been in Warren County Vocational School System. This section shall be retroactive as of the date of original employment for all existing personnel.

To qualify for the benefits of this section, personnel must submit written notification to the Superintendent of the Warren County Vocational School, on or before December 1st, of their intent to retire the following year.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

As of the beginning of the 1986-87 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

- A. Illness in the immediate family - (wife, husband, mother, or father of teacher, or children under 18 years of age provided said child or children are single) up to two (2) days.
- B. Death Leave - (immediate family, that is: mother, father, wife, husband, child, brother, sister, mother-in-law, father-in-law, step-mother, step-father, and grandparents of teacher or spouse) up to five (5) days at any one time.
- C. Personal Business
 - (1) Up to two (2) days personal leave shall be granted to a teacher during a school year, for personal business which cannot be handled outside of school hours. No reason to be required. The Superintendent has discretion in all cases to approve or disapprove the leave requests. Leave shall be denied only in extreme circumstances. Such leave shall not be cumulative.
 - (2) Requests for leave must be made two (2) days prior to date of request except in cases of emergency. Emergency requests must state the reason for which the personal leave will be used.
 - (3) Personal leave will not be granted before and/or after a holiday or school vacation unless leave is for a religious observation, emergency or extenuating circumstances.
- D. Unusual reasons for absence - any unusual reason for absence must be made in writing to the Superintendent and will be disposed of on the merits of the case.

ARTICLE XIII

- A. Military Leave without pay shall be granted to any employee inducted into any branch of the Armed Forces of the United States for the period of said induction.
- B. Disability Leave - Non Job Related
 - (1) An employee who anticipates a disability shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows of it.
 - (a) In the case of pregnancy, the employee shall inform the supervisor of the anticipated delivery date.
 - (b) No later than 90 days prior to the anticipated delivery date, the employee shall request either a leave of absence while she is disabled, for which accumulated sick leave may be utilized, or an unpaid leave of absence for childcare.

- (2) When a non-job related disability occurs an employee who is placed on an involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.
- (3) To be eligible for a salary increment and credit toward longevity payments and sabbaticals, an employee must work at least 1/2 of the work year that the leave commences or terminates.
- (4) An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.
- (5) No salary or benefits will be paid during such child-care leaves. However, benefits may be kept up through employee contributions.

B. Childcare Leaves

- (1) The board may grant voluntary unpaid leaves of absence for the purpose of childcare of an infant to employees who fulfill the requirements set below.
- (2) Such leaves of absence may be for one-half work year or one full work year at the request of the employee and the approval of the board. Extensions may be granted at the discretion of the board of education.
- (3) To avoid unnecessary interruptions in instruction, childcare leaves shall commence on either September 1 or February 1, and shall terminate September 1 or February 1 following the leave.
- (4) An employee desiring an unpaid leave shall apply no less than 90 calendar days before the anticipated delivery date of the infant. In the case of an adoption, notice shall be given to the employee's supervisor when application for the adoption is made. In cases of adoption, application shall be made for a specific leave period as soon as the employee is informed of the custody date.
- (5) To be eligible for a salary increment and credit toward longevity payments, an employee must work at least 1/2 of the work year that the leave commences or terminates.
- (6) An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.
- (7) No salary or benefits will be paid during such childcare leaves. However, benefits may be kept up through employee contributions.

ARTICLE XIV

INSURANCE COVERAGE

- (1) The Board of Education will continue to provide Blue-Cross, Blue Shield and Major Medical and Rider "J" coverage for teachers and their dependents at no cost to the employee.
- (2) The Board agrees to deduct premiums from teachers' pay for a paycheck insurance plan, and remit such premiums monthly to the designated office.
- (3) The Board will continue to provide coverage in a prescription plan for teachers and their dependents at the expense of the Board.
- (4) Beginning February 1, 1984, the Board will pay the premiums for New Jersey Dental Service Plan IIIB for employee only. The monthly premium per employee paid by the Board will be capped at \$12.11 for the duration of this agreement.
- (5) Effective 9/1/86, the Board will pay the premiums for individual and family dental insurance (VCT 100, 80, 50). The monthly premium per employee paid by the Board will be capped at \$28.00 for the duration of this agreement.

ARTICLE XV

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the WARREN TECH EDUCATION ASSOCIATION, THE WARREN COUNTY EDUCATION ASSOCIATION, the NEW JERSEY EDUCATION ASSOCIATION, NATIONAL EDUCATION ASSOCIATION, or THE AMERICAN VOCATIONAL ASSOCIATION or any one or any combination of such associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made.
- B. The Board agrees to withhold salary for a tax sheltered annuity plan, such plan to be approved by the Association.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. This agreement constitutes the contract for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as Board policy.

- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Board may request employees to perform work beyond the employees normal duties and that this work will be performed outside normal work hours. Nothing in this agreement will preclude the Board from entering into an agreed to rate of compensation. However, the terms of this agreement, including all pay scales, shall not be violated. "Such as snow removal, painting, curriculum development, chaperone dances and not limited to the above."
- D. Copies of this Agreement shall be reproduced at the expense of the Board. Copies shall be presented to all employees covered by this agreement.
- E. It is understood that all teachers shall continue to serve under the direction of the Superintendent of Schools, and in accordance with provisions of this Agreement.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party may do so by registered letter at the following address:

To the Board: Warren County Vocational Board of Education
R.D. 1, Box 168A
Washington, NJ 07882

To the Association: To the President of the Association
At the address as filed with the Board of
Education.

G. Posting and Opening Procedures

(1) Date of Posting

- (a) When school is in session, a notice shall be posted in the school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in emergency no less than ten (10) school days before such date. A copy of said notice shall be given to the Association at the time of the posting. Employees who desire to apply for such vacancies shall submit their application in writing to the superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office until the position is filled.

(2) Application Procedure

- (a) Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the superintendent, and provide a self-addressed envelope which will reach them during the summer. The Superintendent shall notify such employees of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in an emergency no less than ten (10) days before such date. In addition, the superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, in the school, and a copy of said notice shall be given to the Association.

ARTICLE XVII

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1986 and shall continue in effect until June 30, 1987, subject to the Associations right to negotiate over a successor Agreement as provided in Article II.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of this Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

The Board and the Association agree to commence negotiations not later than September 30, 1986 pertaining to a successor agreement as per Article II of this Agreement.

WITNESSTH

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested to by their respective secretaries on the day and year first written above.

WARREN COUNTY VOCATIONAL
BOARD OF EDUCATION

WARREN COUNTY TECHNICAL
NURSE ASSOCIATION

(s) Henry C. Rogers

(s) Kathleen A. Smith

(s) Robert L. Payne

(s) _____

SCHEDULE "A"

PRACTICAL NURSING INSTRUCTORS
1986 - 1987

<u>Step</u>	<u>A</u> R.N. <u>Temp. Cert.</u>	<u>B</u> R.N. Cert. <u>Bach</u>	<u>C</u> R.N. Cert. <u>Bach + 15</u>	<u>D</u> R.N. Cert. <u>Masters</u>
1	14.00	14.80	15.60	16.40
2	14.57	15.31	16.07	16.82
3	14.78	15.53	16.29	17.03
4	14.98	15.74	16.48	17.24
5	15.14	15.93	16.70	17.49
6	15.38	16.16	16.93	17.72
7	15.62	16.39	17.17	17.95
8	15.85	16.62	17.53	18.19