

Contract no. 1408

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AGREEMENT BETWEEN
THE LEADERSHIP ASSOCIATION
OF
UNION COUNTY VOCATIONAL-TECHNICAL SCHOOLS
AND
THE BOARD OF EDUCATION
OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF UNION
1990-93

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ARTICLE 1
RECOGNITION

The Board hereby recognizes the Leadership Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time twelve (12) month employees who have less than 50 percent of their time involved in direct student contact and who have responsibility for the supervision, direction, or evaluation of other employees, whether under contract, on leave, employed or to be employed by the Union County Vocational-Technical Schools.

UNIT--THE ASSOCIATION

1. Principal, Trade/Industry Programs
2. Principal, Special Needs Programs
3. Supervisor of Adult Education
4. Affirmative Action/Financial Aid Officer
5. Supervisor of Recruitment and Admissions
6. Assessment Supervisor

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws, 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of members' employment. Such negotiations shall begin by the mutual presentation of proposals not later than February 15 of the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all members, be reduced in writing, be signed by the Board and the Association, and be adopted by the Board.

Modification

This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE 3
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a member or the Association based upon the interpretation, application, or violations of the Agreement, policies or administrative decisions affecting a member's or a group of members' terms and conditions of employment.

2. Aggrieved Person

An "aggrieved person" is the person or persons of the Association making the claim.

3. Party In Interest

A "party in interest" is the person or persons making the claims and any person including the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances as defined above. Both parties agree that these proceedings will be kept as confidential as may be appropriate and at any level of the procedure.

C. Procedure

1. 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 may, however, be extended by mutual agreement.

2. Year-End Grievance

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to party in interest, then the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable, as agreed on by both parties.

3. Level One: Immediate Supervisor, Informal Level

A grievance to be considered under this procedure must be initiated by the grievant within fifteen (15) school days of its occurrence or within fifteen (15) school days after the grievant would be expected to know of its occurrence. In the event that the fifteen (15) day

period runs past the close of the school year, then the time for filing of grievance shall be based on two (2) business days for each school day until the fifteen (15) school days are reached. A member with a grievance shall first discuss it with his/her immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. All discussions and proceedings relating to grievances shall be conducted on the employee's own time. It is further agreed that any Association representative participating in such discussions and proceedings shall also be on his/her own time. Excepted from the operation of the foregoing provisions are those instances in which any member is requested by an authorized administrator to be present. In the event that the member's immediate supervisor is the Superintendent, this step shall be omitted.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision is reached within six (6) school days after the grievance was referred to the member's supervisor, then within ten (10) days the grievance shall be referred to

the Superintendent. A decision shall be rendered by the Superintendent within fifteen (15) school days after its presentation.

5. Level Three - Advisory Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Superintendent, he/she may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain

such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association.

- c. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be advisory to the parties except that if the Board rejects two arbitration decisions arising out of grievances occurring during a single contract year, all subsequent decisions arising during the same contract year shall be binding upon both parties.
- d. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provision of Section 5.C of this Article.
- e. 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 Board and the Association. Any other expenses incurred shall be paid the party incurring same.

D. Rights of Members to Representation

1. Member and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, by legal counsel or at his/her option, by representative(s) selected or approved by the Association. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board 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.

E. 1. Miscellaneous

If, in the judgment of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory

to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and the Association.

3. 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.

4. 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, unless the aggrieved person chooses otherwise.

ARTICLE 4
MEMBER RIGHTS

A. Rights and Protection in Representation

The Board hereby agrees that every employee shall have the rights pursuant to Chapter 123, Public Laws 1974, (as amended).

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any member such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations contained in the New Jersey Administrative Code.

C. Board Rights

Subject only to the lawful provisions of this Agreement, the Board retains the full power and authority granted to it under New Jersey School Laws or other applicable laws and regulations contained in the New Jersey Administrative Code.

D. Just Cause Provision

No member shall be disciplined without just cause. Any such person asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

E. Hearings

Whenever any member is required to appear before any administrator or supervisor, Board, or any committee member, representative or agent thereof concerning any matter which the said administrator, supervisor, Board knows or should have known could adversely affect the continuation of that member, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. Association representative will be on his/her own time.

ARTICLE 5

MISCELLANEOUS PROVISIONS

- A. Any member of the Association is entitled to twenty-two (22) vacation days; and after attaining ten (10) years, he/she shall receive twenty-five (25) days.
- B. A member upon retirement or termination of employment with proper notice shall be paid an amount of money calculated at the rate of forty dollars (\$40.00) per day for each day accumulated sick leave at the time of retirement or termination. It is specifically understood and agreed that for a member's last year of employment he/she shall receive forty dollars (\$40.00) per sick day for each month worked and twenty dollars (\$20.00) per sick day for the remaining sick days. That is, a member resigning or terminated in December shall receive (for that school year accumulation) six times forty and then six times twenty.
- C. All members required to use their own motor vehicle for school business shall be reimbursed at the rate of twenty-two cents (25¢) per mile, effective October 1, 1990
- D. The Board agrees to pay up to three hundred seventy-five dollars (\$375.00) per member for professional dues.
- E. All twelve-month members of the unit shall receive fifteen (15) sick days and four (4) personal days.

F. Dental Insurance

The Board agrees to provide dental insurance coverage for all eligible employees in the bargaining unit and dependents, at no cost to the employees as follows:

Co-Payment:	Preventive and Diagnostic	100%
	Remaining Basic Services (Including Crowns, Inlays, and Gold Restorations)	80/20%
	Prosthodontic	50/50%
	Orthodontic (Includes Adult Orthodontic Coverage)	50/50%

The maximum amount payable by NJDSP for the above dental services, excluding Orthodontic Benefits, provided an eligible patient in any calendar year is one thousand dollars (\$1,000).

Orthodontic Benefits are subject to a one thousand dollar (\$1,000) maximum per case which is separate from one thousand dollar (\$1,000) maximum mentioned above applicable to Basic and Prosthodontic Benefits.

G. Drug Prescription Plan

The Board agrees to provide a one dollar (\$1.00) co-pay drug prescription plan for all eligible members of this Association and their immediate families. The Board will pay one hundred percent (100%) of the premium cost. This drug prescription plan will be contracted for by the Board no later than thirty (30) days following the Board's ratification of all collective bargaining agreements.

H. Tuition Reimbursement Plan

The Association shall receive one thousand eight hundred dollars (\$1,800.00) for the purpose of reimbursing members professional growth in their respective assignments through college graduate courses, workshops and conferences. The

amount of monies to be refunded to a member shall be at the discretion of the Association. Said one thousand eight hundred dollars (\$1,800.00) shall be for each year of the three (3) year contract.

- I. All members of the Association shall be eligible for one national conference per year, as approved by the Superintendent in accordance with the following priorities:
 1. Unit Administrators
 2. Administrators with supervisory responsibility for other professional staff
 3. Others
- J. All members shall be eligible for two (2) state conferences per year as approved by the Superintendent (includes transportation, lunch, registration costs).
- K. The Association's President or his/her designee is eligible for two (2) professional days each year, with pay, to attend the New Jersey Principals and Supervisors Convention. The Board is not responsible for any expenses incurred for this activity.
- L. An employee, upon completing five (5) to nineteen years (19) of service, shall receive five hundred dollars (\$500.00) each year as a longevity payment. An employee, upon completing twenty (20) years of service, shall receive one thousand dollars (\$1,000) each year as a longevity payment.

M. Bereavement

Up to five (5) consecutive working days at any one time in the event of the death of an employee's wife, husband, child, mother, father, and up to three (3) consecutive working days at any one time in the event of the death of a brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, or grandchildren. If any of the above at any one time in the event of the death of a brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, or grandchildren. If any of the above are members of the employee's immediate household, then the five (5) day provision will apply.

N. Terms & Conditions of Employment

All proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the unit before they are established.

O. Safety Glasses

Whenever Leadership Association members are required to wear safety glasses by shop policies, same shall be provided by the Board at a cost not to exceed one hundred dollars (\$100.00)

ARTICLE 6
REPRESENTATION CLAUSE

A. Representation Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) 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. Certification of Fee

1. Amount

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be the maximum provided by law.

2. Fee

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount

to the regular membership dues, initiation fees and assessments charged by the Association to its owner members, and the representation fee has been set at 85 percent of the amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation will automatically be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction Procedures

1. Notification

Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks

paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after receipt of the aforesaid list by the Board; or
- b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employee of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position whichever is later.

3. Termination

If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Mechanics of Deduction and Transmission of Fees

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives said notice.

ARTICLE 7

SALARIES

A. Salary Grades

<u>Grade</u>	<u>Minimum</u>	<u>Maximum</u>
7	\$30,000	\$99,975
6	27,000	80,712
5	25,000	73,830

B. Longevity

1. Upon completion of nineteen (19) years (or the beginning of the twentieth (20th) year) of service in the school, employee shall receive longevity of one thousand dollars (\$1,000.00) per year.
2. Upon completion of 5 through 19 years of service in school system, employee shall receive longevity of five hundred dollars (\$500.00) per year.

ARTICLE 8

DURATION OF AGREEMENT

A. Duration Period

The Agreement shall be effective as of July 1, 1990 and shall continue in effect until June 30, 1993, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2.

This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

LEADERSHIP ASSOCIATION
UNION COUNTY VOCATIONAL-
TECHNICAL SCHOOLS

BY:

Jared Alan Hopper
President

BY:

[Signature]
Secretary

DATE:

1/16/91

BOARD OF EDUCATION OF
THE VOCATIONAL SCHOOLS
IN THE COUNTY OF UNION

BY:

Charles S. Mancuso
Charles S. Mancuso

BY:

Michael E. Petro
Michael E. Petro
Board Secretary

DATE:

1/16/91