

Agreement between the
Hudson County Area
Vocational-Technical Education Association

NON-INSTRUCTIONAL MEMBERS

and

the Board of Education of the
Hudson County Schools of Technology

NON-INSTRUCTIONAL CONTRACT YEARS:

July 1, 2003 – June 30, 2004

July 1, 2004 – June 30, 2007

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PREAMBLE

This agreement is made and entered into on July 1, 2003 by and between the Board of Education (hereinafter referred to as the "Board") and the Hudson County Area Vocational-Technical Educational Association, (hereinafter referred to as the "Association").

ARTICLE 1

PRINCIPLES

Section 1. Attainment of the objectives of the educational programs conducted in the schools of the district requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel and non-instructional personnel.

Section 2. This agreement is negotiated in order to establish for its duration the terms and conditions of employment of all members of the staff employed in the classifications set forth in Schedule A attached hereto and made a part hereof.

Section 3. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this agreement or of policies or regulations of the Board and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.

Section 4. The Board and the Association, the parties to the agreement, accept the provisions of this agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill.

Section 5. Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other within reasonable time, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority to act.

Section 6. The provisions of this agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superceded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless expressly stated.

Section 7. It is understood that any negotiated language changes for each article in the collective bargaining agreement will be made a part of the collective bargaining agreement upon ratification of both parties. All terms and conditions not specifically modified herein will continue as part of the newly drafted collective bargaining agreement. Salary guides will be mutually developed by the Board of Education and the Association.

Section 8. The Board agrees to and hereby does recognize the Association as the whole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of employees in the classification set forth in Schedule A attached hereto and made part of for the duration of this agreement.

ARTICLE 2
MODIFICATION of AGREEMENT and NEGOTIATION
Of SUCCESSOR AGREEMENT

Section 1. The Board agrees to enter into negotiations with the legally designated bargaining agent of the non-instructional members over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of said members. Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all non-instructional members, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

Section 2. Unless otherwise indicated, the term “employee” when used hereafter in this agreement, shall refer specifically to those employees identified in the negotiating unit defined above, and references to male employees include female employees.

Section 3. During negotiations, the part making the proposals shall submit such proposals in writing to the other party. Receipt of a proposal shall be acknowledged in writing within five (5) days. Negotiating shall commence with a meeting of a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association agree mutually to an extension of time. During negotiations the Board and The Association shall present relevant data, exchange points of view and make proposals and counterproposals. Each party shall promptly make available to the other upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either part may, if it so desires utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

Section 4. Whenever members of the bargaining unit are mutually scheduled by the parties hereto, to participate during working hours in conferences, meetings or negotiations respecting the collective bargaining agreement, they will suffer no loss of pay.

ARTICLE 3
GRIEVANCE PROCEDURE

A. Definitions

1. A “grievance” is a dispute by an employee or the Association based upon interpretation, application or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.
2. An ‘aggrieved person” is an employee, employees, or the Association, directly affected by a grievance.
3. The “parties of the grievance” are:
 - a. the person or persons making the grievance
 - b. the person or persons representing the aggrieved individual or individuals
 - c. the person or persons to whom the grievance applies
 - d. the person or persons who are representing the individual or individuals against whom the grievance is presented

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as confidential as may be appropriate at any level of the procedure.

C. Procedure

1. 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. The time limits specified may, however, be extended by mutual consent.

2. Grievances which have not been resolved before the end of the school year should be resolved as quickly as possible, and time limits may therefore be reduced or waived by mutual consent.

Level One

An employee submitting a grievance shall first discuss it with his principal or subordinate administrator, either directly or through the Association's designated representative, with the objective of resolving the matter informally. If, the person or persons to whom the grievance applies is an administrator above the principal level, the employee informally should discuss the grievance with such administrator.

Level Two

If the aggrieved persons is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) school days after written presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the "P R & R Committee) within five (5) school days after the decision at Level One or twenty (20) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance the Chairman of the P R & R Committee shall refer to the proper administrator.

Level Three

If the grievance has not been resolved at Level Two or within ten

(10) school days after such grievance was delivered to the proper administrator, the aggrieved person or persons may within five (5) school days thereafter, request in writing that the Chairman of the

P R & R Committee submit his grievance to the Board of Education. Within fifteen (15) days after receiving the request, the Board shall review the request, hold a hearing with the person, and render its decision in writing within ten (10) days of the hearing to the employee and a copy placed in the permanent file kept by the Board Secretary.

Level Four - Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) school days, after the grievance was delivered to the Board, he may, within five (5) school days, after a decision to the board or twenty (20) school days after the grievance was delivered to the Board 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 within fifteen (15) school days after receipt of a request by the aggrieved person. If the Association determines that the grievance is not meritorious and should not be submitted to arbitration by the Association, the aggrieved person, individually, shall have the right to submit his grievance to arbitration within fifteen (15) days after receipt of notice from the Association that it will not pursue his grievance to arbitration. A copy of the Association's notice to the aggrieved person shall be served upon the Board. In the event the aggrieved person request arbitration without the Association's approval, the Association shall not be responsible for any costs incurred in pursuing the grievance.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Association or the aggrieved person pursuing his grievance without Association approval shall request the American

Arbitration Association/PERC for a list of arbitrators. The parties shall then be bound by the rules and procedures of the American Arbitration Association/PERC in the selection of an arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Association and shall hold hearings promptly and shall issue a decision. The arbitrator shall have the right to frame issues when either party cannot agree on the issues, and shall not issue awards which are in violation of law or public policy, or shall he issue awards which are outside the scope of the grievance definition sustained herein, or which may violate the terms of this agreement. The determination of the arbitrator shall be binding upon the parties.

- d. 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 a hearing room, if any shall be borne equally by the Board and the Association. Other expenses incurred shall be paid by the party incurring same.
- e. Time limits at any level of the procedure may be waived by mutual consent.
- f. Rights of Employee Representation
 - 1. Any aggrieved person may be represented at all stages of the Grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association. When not represented by the Association the Association shall have the right to be present.
 - 2. The parties in interest may call upon competent professional lay representatives and consultants, including members of

the administrative and supervisory staffs, to attend meetings for which provision is made and to participate in the discussions thereof.

g. Miscellaneous

All meetings and hearings under this grievance procedure shall not be conducted in public and shall include on such parties in interest, including witnesses, if any, and the designated or selected representatives, as herein above referred to. All parties in this agreement do hereby solemnly covenant and agree to observe any grievance procedure confidentially.

ARTICLE 4
EMPLOYEE RIGHTS

Section 1. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As the duly selected Board exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, 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 Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint proceeding under this agreement or otherwise with respect to any terms or conditions of employment.

Section 2. Nothing contained herein shall be construed to deny or restrict any employee or the Board such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Section 3. No employee shall be disciplined, reprimanded, or reduced in rank, or compensation or deprived of any advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

Section 4. Whenever any employee is required to appear before the Board, any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of employment or the salary or any increments pertaining hereto, then he shall be given prior written notice of the reason for such meeting or interview. Any suspension of an employee pending charge shall be with pay, except in the case of a serious infraction.

Section 5. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE 5
ASSOCIATION RIGHTS AND PRIVILEGES

Section 1 The Board agrees to make available to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, tentative budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, individual and group health insurance premiums and experience resources, names and work stations of all non-certified personnel, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs, together with information which may be necessary for the Association to process any grievances or complaints. Regarding such requests for information; they shall not interfere with normal office procedures of the Board; no records shall leave the Board of Education offices; and the expense of duplication any data shall be borne by the Association.

Section 2. Whenever any representative of the Association or employee participates during working hours in negotiations, grievance proceedings, conferences or meetings, he or she shall suffer no loss of pay.

Section 3. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of all such meetings and shall forward a request form to the Board Secretary for Board approval.

Section 4. The Association shall have the right to use school facilities and equipment, calculating machines, and all types of audio-visual equipment if not otherwise in use. The Association shall pay for the reasonable cost of all materials, and supplies necessitated as a result thereof.

Section 5. Adequate bulletin board space shall be reserved in each work location in a place designated by the supervisor at each work location, readily accessible to all members of the bargaining unit, for the posting of Association notices and other material dealing with proper and legitimate Association business. All such notices and material shall bear the signature of a responsible Association official or shall clearly indicate that its issuer or publisher is the Association. The bulletin board space shall be identified with the name of the Association. The authorized representative of the Association shall be the sole person empowered to post these materials on that board.

Section 6. The Association shall have the right to use the inter-school mail facilities and school mail boxes.

Section 7. In the event there is no Association Representative in any work location, an authorized representative from another work location may be designated authorized representative of the Association by a letter of authorization signed by the President of the Association, to carry out all duties and responsibilities of Association Representatives as set forth in this agreement, except that such representatives shall not be entitled to leave the premises of the work location in which he works during his working hours.

Section 8. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted to the Association as the exclusive representative of the employees.

ARTICLE 6

SALARY & HOURS OF WORK

Section 1. The salary of each employee covered by this agreement is set forth in the Salary Guides.

Section 2. Any employee employed prior to January 1st. of any school year shall be given full credit for one (1) year service toward the next increment step and longevity for the following year. Employees employed after January 1st. but prior to June 30th. Shall remain in Step 1 of the salary schedule for the next year of employment and not benefit from longevity credit. (effective July, 1, 1985.)

Section 3. A guaranteed break of twenty (20) minutes for each two consecutive hours spent at the Computer (VDT) will be granted.

Section 4. Incremental steps for previous work experience on all employees' pay guides shall be so fixed when each employee is initially hired and additional steps thereafter shall be given for each year served in this district only.

Section 5. The regular work week shall be: Monday to Friday, thirty-five (35) hours for the regular school day for clerical personnel unless otherwise specified; forty (40) hours for operations, and transportation personnel. Overtime will be paid after forty (40) hours for all categories at the rates set below.

Section 6. The regular work week for security can be any five consecutive days (Monday through Sunday), 40 hour work week. Any security guard assigned to a shift that includes a weekend shall be assigned on a voluntary basis first, and then assigned in reverse seniority order.

Section 7. Overtime will be paid after forty (40) hours for all categories at the rates set below:

OVERTIME RATES (after 40 hours per week):

Weekdays One and one-half (1 ½) times basic hourly rate
Saturdays/Christmas Week One and one-half (1 ½) times basic hourly rate
Sundays/Holidays.....Two (2) times basic hourly rate

Section 8. A differential payment of \$500.00 will be paid annually at the end of each school year to all eligible Bus Drivers possessing a Type I license.

Section 9 Lateness Policy: A \$25 per day penalty will be imposed for every lateness in excess of 25 days during the school year.

ARTICLE 7
TRANSFER AND REASSIGNMENT

Section 1. Employees desiring a change in employment shall make their request in writing to the proper administrator.

Section 2. The proper administrator shall discuss the transfer with the employee and/or his representative and shall make the final assignment in writing before the transfer takes place.

Section 3. In the event of transfer or reassignment to a lesser paying job, salary shall be determined as provided in Article 15, Section 1C, of this agreement.

ARTICLE 8
VACANCIES AND NEW POSITIONS

Section 1. Notice of vacancies of employees covered by this contract shall be posted in each school by the proper administrator within ten (10) days of:

- a. a receipt of letter of resignation
- b. official board action vacating a position or creating a new position within the school system

Section 2. The notice shall be posted for ten (10) work days and employees interested therein must submit a written application to the proper administrator within the aforementioned ten (10) working day posting period to be considered for the vacancy. The notice shall state the name of the job and a short description of the same and shall be posted at all work stations.

Section 3. Employees who have acquired experience, skill and ability (physical and otherwise) to do the work required in the job without training shall be given preference. All such applicants shall be considered and will be given a reply to their application and an interview within a reasonable period of time.

Section 4. All qualified personnel shall be given adequate opportunity to make application and no position shall be filled until properly submitted applications have been considered. The Board agrees to give due consideration to the background and attainment of all applicants.

Section 5. All full-time non-instructional staff will be considered permanent employees after a forty-five (45) day probationary period and subsequently be eligible for pension and benefits.

ARTICLE 9
SICK LEAVE

Section 1. Sick leave is hereby defined to mean absence from duty of any employees because of personal disability due to illness or injury, or because he has been excluded from school by the district's medical authorities because of a contagious disease or because of a quarantine for such a disease in his immediate household.

Section 2. All employees shall be allowed sick leave with full pay. All unused sick leave shall be accumulative for additional sick leave in subsequent years. Twelve month employees will receive one additional non-accumulative sick day. Upon retirement, RIF, resignation or death, employee shall receive compensation for all unused sick leave days, accumulated from the beginning of employment as follows:

- a. lump-sum payment – one-half (½) of one (1) day's pay for each unused sick day, up to one hundred (100) days, then full pay for any accumulated days over one hundred (100).
- b. In all cases of absence due to personal illness continuing for five (5) continuous school days or (5) calendar days in a given thirty (30) day period, the board may require a note from the employee's physician that they are cleared to return to work.

ALLOWANCE FOR PERSONAL ILLNESS

Salary Schedule Experience	
Full Pay	
1 to 10 years inclusive.....	11 days
10 years + 1 day thru 15 years inclusive.....	15 days
15 years + 1 day thru 20 years inclusive.....	20 days
Over 20 years.....	25 days

Section 3. After this has been used, complete and full deductions of the employee's daily or monthly salary may be placed into effect at the discretion of the Board of Education.

Section 4. The Board of Education may, at its own discretion, extend the above sick leave policy in individual cases.

Section 5. All days referred to are working days.

Section 6. Employees shall be given written notice by September 1st. of accumulated sick leave and salary effective July 1st.

Section 7. There will be no payout for accrued sick leave upon termination for just cause.

Section 8. A payout schedule will be in effect for the payout for accrued sick time upon a non-instructional member's layoff, resignation or death as mentioned in Section 2, Article 9. As an additional incentive, upon retirement, the payout shall be at 100% of current salary for all days of accrued sick leave of more than 100 or to allow the employee to use sick leave as terminal leave.

Section 9. Any unit member not utilizing any sick days during the school year shall receive a \$400.00 bonus.

Any unit member who takes only one (1) sick day shall receive a \$350.00 annual bonus.

Any unit member who takes only two (2) sick days shall receive a \$300.00 annual bonus.

Any unit member who takes only three (3) sick days shall receive a \$250.00 annual bonus.

Any unit member who uses more than three (3) sick days shall not be entitled to any bonus under the above captioned sick leave incentive program.

See addendum that follows

SICK INCENTIVE ADDENDUM 7/1/2003: The sick leave incentive for all employees shall be increased by \$150 per year for each of the four years of this contract. This applies to "0" days out only. For this to take effect each year, the number of employees who become eligible must increase. This would apply only if an increase is realized in each year otherwise the payout would remain static for that year.

**USE OF SICK LEAVE AND FAMILY ILLNESS DAYS SHALL COUNT
AGAINST THE EMPLOYEE IN CALCULATING THE
SICK LEAVE INCENTIVE BONUS.**

Any employee using more than three (3) of these types of days in any combination shall be ineligible for the sick leave bonus. This bonus will be paid out in July.

Any employee who begins work after the start of the school year shall participate in this incentive program on a pro-rata basis.

ARTICLE 10
OTHER LEAVE

Section 1. Employees shall be entitled to the following temporary leaves of absence with full pay each school year:

- a. Three (3) days personal leave of absence (12 Month Non-Instructional Only) – 10 Month Non-Instructional will receive (2) days) for personal, leave of absence. Application to the employee's principal or other immediate supervisor for personal leave shall be made in writing at least three (3) days before taking such leave (except in the case of emergencies). Unused personal days shall be cumulative as sick leave at the end of the school year.
- b. Time necessary for attendance at legal proceedings directly related to the HCST or employment therein, and any other matter where the employee is required by law to attend, provided that the law suit is NOT self initiated. The request is subject to approval and shall be accompanied by a legal subpoena or notice of jury-duty.
- c. Up to five (5) days at any one time in event of death of the employee's mother, father, sister, brother, spouse, child, grandchild, *grandparent, or any other member of the immediate household.

Up to three (3) days for employees father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, *aunt, *uncle, niece or nephew. One day for cousin, and any other relative outside the immediate family defined above.

****employee's side of family***

- d. Time necessary for persons called into temporary active duty of any unit of US Reserves or the State National Guard. An employee shall be paid his regular pay in addition to any pay he received from the state or federal government.
- e. Other leaves of absence may be granted by the Board for good reason.

Section 2. Leaves taken pursuant to Section 1 above shall be in addition to any sick leave for which the employee is entitled.

Section 3. Military leave without pay shall be granted to any employee who is inducted in any branch of the Armed Forces of the United States for the period of said service and three (3) months thereafter, or three (3) months after recovery from any wound or sickness at time of discharge.

Section 4. The Board shall adhere to State mandated regulations on maternity leaves.

Section 5. Other leaves of absence without pay may be granted by the Board for good reason.

Section 6. All benefits to which an employee was entitled, at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return and he shall be assigned to the same position which he held at the time the leave commenced, if available, or if not, to a subsequently equivalent position.

Section 7. All extensions or renewals of leaves shall be applied for in writing. An applicant will be notified in writing if approved or disapproved.

Section 8. Up to three (3) days at full pay in any one school year in the event of serious illness * of a spouse, child parent, grandparent and any other individual for whom you have full responsibility or resides in your household. Your supervisor may request documentation. (Note: These days count towards the sick incentive).

SERIOUS ILLNESS*

An illness, injury, impairment, physical or mental condition which requires:

1. in-patient care in a hospital, hospice or residential medical care facility; **OR**
2. continuing medical treatment or continuing medical supervision by a health care provider; **OR**
3. illness or injury of an acute nature and sudden onset which requires that immediate attention and care be provided until the crisis has passed.

ARTICLE 11

EMPLOYEE IMPROVEMENT

Section 1. In an attempt to provide the most efficient and economical work force possible, the Board agrees:

- a. to pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, training sessions, or other such sessions which the employee is requested by the Administration to take.
- b. To cooperate with the Association in arranging in-service courses, workshops and programs designed to improve the quality of work performed by its employees.
- c. When non-instructional personnel attend Board approved workshops for the purpose of increasing efficiency in their jobs, the Board shall pay all associated registration fees.

ARTICLE 12

INSURANCE PROTECTION

Section 1. The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each non-instructional employee and in cases where appropriate for family-plan insurance coverage. Each employee shall have full insurance coverage after 45 days of continuous service. Provision of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association and shall include:

- ❑ Hospital service plan
- ❑ Medical-surgical plan
- ❑ Major medical coverage
- ❑ Prescription Plan
- ❑ Dental Plan
- ❑ Vision Plan
- ❑ Well baby Care
- ❑ Annual physical examination
- ❑ Pre-certification authorization
- ❑ Second surgical opinion

- a. For each non-instructional employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing September 1st and ending August 31st. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage in accordance with the regulations of the carrier.

Section 2. The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. Premiums shall be paid by the retiree.

Section 3. The Board shall provide to the non-instructional employee a description of the health-care insurance coverage as provided by the carrier.

ARTICLE 13

VACATIONS

Section 1. Each employee shall be entitled to vacation with pay at an annual rate of pay such employees are receiving at the time such vacation is actually taken. The length of the vacation period is outlined as follows:

VACATION

0 – 1 year	2 weeks
1 – 5 years	3 weeks
Over 5 years	4 weeks
Over 20 years	5 weeks

Section 2. A use-it-or-lose-it policy will hereafter be implemented with respect to vacation time. Effective July 1, 1984, non-instructional employees can carry over this vacation time for a maximum of one year only. Any employee that wishes to carry these days over beyond one year must get approval from either the Superintendent or Assistant Superintendent.

ARTICLE 14
HOLIDAYS

HOLIDAY SCHEDULE FOR A SCHOOL YEAR

Section 1. The following is a list of holidays for non-instructional staff, subject to the provision of paragraph 2 of this article.

1. Independence Day
2. Labor Day
3. Columbus Day
4. Election Day
5. NJEA Teacher's Convention
6. Veteran's Day
7. Thanksgiving Day
8. Day after Thanksgiving
9. Christmas Eve
10. Christmas Day
11. New Year's Eve
12. New Year's Day
13. Week between Christmas & New Year's
14. Martin Luther King Day
15. President's Day
16. Good Friday
17. Easter Monday
18. Week after Easter
19. Memorial Day

Section 2 The boilers in each of the district's buildings will be kept operating to ensure a minimum temperature in the building of 40o Fahrenheit. Security and Operations staff shall provide coverage for Christmas, Easter, and the Winter recess weeks. Each security and operations employee shall work one day during the Christmas break, one day during the Easter break, and one day during the winter recess vacation week. Boiler operators shall work two days during the Christmas break, two days during the Easter break, and two days during the winter recess vacation week. Said days shall be assigned on a voluntary basis, based on seniority. It is agreed that assignments can be made on a reverse seniority basis if any days are left uncovered.

ARTICLE 15

SENIORITY & JOB SECURITY

Section 1. School District seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this agreement. An appointed employee shall lose all accumulated School District seniority only if he:

- a. resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the School District.
- b. is laid off for more than thirteen (13) consecutive calendar months.

Section 2. In the event of a departmental or work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employee shall be laid off in the reverse order of seniority of the employees in the department involved.

- a. at least three (3) calendar days before being laid off, an appointed employee shall be informed of all vacancies in any other work locations in his classification in the department in which he holds an appointment, for the purpose of giving him the opportunity, to be exercised within said three (3) calendar days, to fill such a vacancy. If he requests appointment to such vacancy, he shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, he shall be assigned to the vacancy designated by the department. In the event more than one appointed employee in such classification is laid off, and there are insufficient vacancies for such assignments, then the laid-off employees with the highest seniority shall be first assigned to the vacancies involved.

- b. in the event that there is no such vacancy, then the laid-off employee shall, within said three (3) calendar day period, be entitled to displace (bump) the appointed employee with the least seniority in the same departmental category as defined in Schedule A of this contract, provided he is capable of performing the work with the same efficiency as the appointed employee whom he seeks to replace. In the event of such involuntary transfer to a lesser paying job, pay will be frozen at the higher salary for a period of ninety (90) calendar days.
- c. The department shall furnish to each laid-off employee, before said three (3) calendar day period, information as to work locations and classifications and lesser classifications the duties of which such employee is capable of performing as above so that he is in a position to promptly exercise his rights under sub-paragraph A above.
- d. each appointed employee who is displaced (bumped) shall similarly have three (3) days from the date of notice of his displacement to exercise his seniority rights, as set forth in sub-paragraphs A & B above.

Section 3. Displaced appointed employees who have accepted assignments to vacancies in classifications lower than the classifications they held immediately prior to the occasions which resulted in their displacing (bumping) other employees, shall be entitled to follow procedures as outlined in Article 8, Section 1.

Section 4. In the event that, within one (1) year from the date of his layoff, a vacancy occurs in the classification of his last appointment in the department from which he was laid-off, or in a lesser classification in the same line of work in the department, a laid-off employee shall be entitled to recall in the order of his seniority.

Section 5. Notice of recall shall be addressed to the employee's last address appearing on the records of the School district, by certified mail, return receipt requested. Within three (3) days from receipt of such notice of recall, the employee shall notify the director of the department involved, in writing whether or not he desires to return to the work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within five (5) days from the date he received the recall notice or within such period of time as is set forth in a written extension of time signed by the director of the department or his designee. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall.

Section 6. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have his seniority accumulated to the date of layoff.

Section 7. Five (5) days notice of layoff shall be given to appointed employees involved, except where the appointed employee with the least seniority is displaced (bumped) under Section 5 thereof.

Section 8. An employee who is discharged or laid off shall have seven (7) calendar days within which to file a written grievance under Article 3 thereof. In the event that no written grievance is filed within said time, the layoff or discharge shall be final and the employee shall have no recourse through the grievance procedure or otherwise.

Section 9. All notices for job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board at least ten (10) working days before the closing date for applications. A copy of each job opportunity shall be sent to the Association.

Section 10 All new employees will have a six month probationary period and not be eligible for rights under Article 4.

ARTICLE 16
DEDUCTIONS FROM SALARY

Section 1. The Board agrees to deduct from the salaries of its employees, dues for the local Association, The County Education Association, The New Jersey Education Association or any one or any combination of such Associations as said employees individually and voluntarily authorizes the Board to deduct. Such deductions shall be within compliance with chapter 233, Public Laws of 1969 (NJSA 52:14-15.9e), and rules established by the State Department of Education. Said moneys, together with records of any corrections, shall be transmitted to the treasurer of the local association by the 15th of each monthly pay period in which deductions were made. The association treasurer shall disburse such moneys to the appropriate association or associations.

Section 2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change. The Board will deduct an amount equal to eighty-five (85) percent of the union dues from non-union employees. This provision will not apply to the Superintendent, Business Administrator or Board Secretary.

ARTICLE 17
EMERGENCY SITUATIONS

Section 1. Employees suffering accidents that occur in the school, must report such accidents to the school nurse in writing within twenty-four (24) hours of the occurrence, and furthermore, such employee must deliver a copy of said accident report to his or her responsible supervisor and will be subject to examination by the school's physician.

Section 2. If a building is evacuated, no personnel shall be required to return to the building until clearance is given by the Police and Fire Department.

ARTICLE 18
MISCELLANEOUS

Section 1. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

Section 2. This agreement constitutes Board policy for the terms of said Agreement, and the Board shall carry out the commitments contained herein and give full force and effect to said agreement as Board policy.

Section 3. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective 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 terms of this Agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise distract from any employee benefits existing prior to the effective date.

Section 4. If any provision of this agreement or any application of this Agreement to any employee or group of employees is held 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 be in full force and effect.

Section 5. Any individual contract between the Board and an individual employee, heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement then the agreement, during its duration shall be controlling.

Section 6. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so by telegram or registered letter to the following addresses.

- a. if by Association, to the Board at 8511 Tonnelle Avenue, North Bergen, NJ 07047.
- b. If by Board, to the Association at the home of the President of the Association.

Clothing Allowance

Section 7

All operations personnel will be issued two (2), three-piece uniforms, each consisting of one (1) long sleeve shirt, one (1) short sleeve shirt and one (1) pair of pants. A new three-piece uniform will be supplied yearly thereafter.

Each operations person will be allotted fifteen dollars (\$15.00) toward the purchase of shoes for work. The Board will purchase rain gear for custodial work, one of each size – medium and large for each school, which shall remain the property of the Board. This will not be replaced every year. Cafeteria personnel and matrons will be issued two (2) uniforms and one (1) each year thereafter.

The Board of Education will provide uniforms in each year of the contract term for maintenance, security, transportation and kitchen personnel with the understanding that the employees will clean and maintain the uniforms.

Section 8

The reimbursement for the required use of personal vehicles for school business is currently .36 per mile.

ARTICLE 19
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2003 and shall continue in effect until midnight June 30, 2004. This shall be a one (1) year Agreement.

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 upon agreement of the Association and the Board.

In witness whereof, this Agreement has been duly executed as of the day and year above written.

**HUDSON COUNTY VOCATIONAL-TECHNICAL
EDUCATION ASSOCIATION**

By: _____

Witnessed: _____

Date: _____

**BOARD of EDUCATION OF THE HUDSON COUNTY
SCHOOLS OF TECHNOLOGY**

By: _____

Witnessed: _____

Date: _____

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2004 and shall continue in effect until midnight June 30, 2007. This shall be a three (3) year Agreement.

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 upon agreement of the Association and the Board.

In witness whereof, this Agreement has been duly executed as of the day and year above written.

**HUDSON COUNTY VOCATIONAL-TECHNICAL
EDUCATION ASSOCIATION**

By: _____

Witnessed: _____

Date: _____

**BOARD of EDUCATION OF THE HUDSON COUNTY
SCHOOLS OF TECHNOLOGY**

By: _____

Witnessed: _____

Date: _____

SCHEDULE A
UNIT DEFINITION

The department categories will be grouped as follows:

A. SECURITY

Captain
Chief School Law Enforcement Officer
Coordinating Chief
Lt. School law enforcement officer
Security Guard
School law enforcement officer

B. OPERATIONS

Building Trades Specialist
Building Services Engineer
HVAC Mechanic
Janitor, Janitor/Foreman, Janitor/Boilerman
Janitor/Mason, Janitor/Warehouseman
Inventory Control Facilitator
Pre-apprentice maintenance

C: TRANSPORTATION

Assistant Chief Mechanic
Assistant Dispatcher
Bus Attendant
Bus Driver
Chief Mechanic
Courier
Dispatcher
Lead Bus Driver

C. TRANSPORTATION (Continued)

Mechanic

Shop Foreman

D. CLERICAL

Account Analyst

Account Clerk, Senior

Administrative Assistant to the Superintendent

Administrative Secretary to the Board Secretary

Administrative Secretary

Attendance Aide

Benefits Facilitator

Bookkeeper

Bookstore Clerk

Clerical Specialist

Clerk/Secretary

Clerk/Typist

Compensation Clerk

Compensation Systems Team Leader

Data Entry Operator

Educational Media Technology Services Aide

Educational Media Technology Services Data Entry Operator

Executive Secretary

Grant Clerk

Post Secondary Student Advisor

Receptionist

Receptionist/Clerk

School to Career Facilitator

Secretary/Registrar Adult School

Technology Resource Systems Technician

Telecommunications Specialist

Transportation Specialist

E. ADMINISTRATIVE PERSONNEL

Attendance Coordinator
Business Department Manager
Career Developer
Chief Examiner – GED
Coordinator of Special Projects
Electronic Media Specialist
Grants Administrator
Job Developer
School Based Advisor
School Based Mentor
Transitional Specialist
Welfare to Work Coordinator

F. TECHNOLOGY

Educational Media Technology Services Technician
Human Resources Systems Analyst
Internet/Web Developer
Network Systems Facilitator
Network Systems Support Technician
Student Information Systems Leader
Technology Support Assistant
Training Support Specialist

G. OTHER NON-INSTRUCTIONAL SUPPORT STAFF

Child Care Aide
Child Care Assistant
Recreation Aide
Special Needs Aide

SCHEDULE B
LONGEVITY PROGRAM

LONGEVITY PROGRAM FOR NON-INSTRUCTIONAL EMPLOYEES WHO
BEGAN WORK IN THE DISTRICT AFTER JULY 1, 1981

Longevity shall be strictly based on the number of years of service in this school district only. Any employee who benefited from any form of longevity on or before September 1, 1984 pursuant to a Board resolution will continue to do so.

LONGEVITY PAY

After five (5) years	\$200.00
After ten (10) years	Three (3) percent 3%
After fifteen (15) years	Five (5) percent 5%

LONGEVITY PROGRAM FOR NON-INSTRUCTIONAL EMPLOYEES WHO
BEGAN WORK IN THE DISTRICT BEFORE JULY 1, 1981.

LONGEVITY PAY

Three (3) years of service	2%
Five (5) years of service	4%
Eight (8) years of service	6%
Eleven (11) years of service	8%
Fifteen (15) years of service	10%

NON-INSTRUCTIONAL CONTRACT YEARS:
July 1, 2003 – June 30, 2004
July 1, 2004 – June 30, 2007