

Contract no. 1436

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Agreement Between
The Union County Vocational-Technical
Educational Association

and

The Board of Education
of the Vocational Schools in the County of Union

1990 - 1993



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Article 1

Recognition

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiations concerning grievances and terms and conditions of employment for all personnel, whether under contract or leave, employed or employed by the board in the future, including:

- Teachers
- Nurses
- Counselors
- Learning Disabilities Teacher/Consultant
- CIE Personnel
- Secretaries

B. Definitions

1. Professional Personnel

Teachers, school nurses, and cooperative industrial education, counselors and LDT/C personnel.

2. Teacher

For the purpose of this Agreement, unless otherwise indicated, the term "teacher" shall refer to all professional personnel as above defined, and references to male employees shall include female employees.

3. Secretary

For the purpose of this Agreement, unless otherwise indicated, the term "Secretary" shall refer to all office personnel as above defined, and references to male employees shall include female employees. Excluded from the unit are the following confidential secretaries:

- a. Secretary to the Superintendent
- b. Secretary to the Business Administrator/Board Secretary
- c. Head Bookkeeper

d. Personnel Technician

4. Employee

For the purpose of this Agreement, unless otherwise indicated, the term "employee" shall refer to all personnel as defined above, and references to male employees shall include female employees.

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 employees' employment. Such negotiations shall begin by mutual presentation of proposals not later than February 15 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and adopted by the board.

B. 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 an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee's or group of employees' terms and conditions of employment.

2. Aggrieved Person

An "aggrieved person" 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 the 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 informal and confidential as may be appropriate 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 Grievances

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 a party in interest, 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.

3. Level One: Director or Immediate Supervisor, Informal Level

A grievance to be considered under this procedure must be initiated by the grievant 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 the grievance shall be based on two (2) business days for each school day until fifteen (15) school days are reached. An employee with a grievance shall first

discuss it with his/her immediate supervisor, either directly or through the Association's 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 employee is requested by an authorized administrator to be present. In the event that the employee's immediate supervisor is in the building, then 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 building principal, then within ten (10) days the grievance shall be referred to the Superintendent within ten (10) school days after its presentation. A decision shall be rendered by the Superintendent within ten (10) 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 ten (10) school days after the grievance was delivered to the Superintendent, whichever is sooner, the grievant may request in writing that the Association submit the 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 the request by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain 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 Public Employment Relations Commission.
- 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 (2) 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 provisions of section C 5(b) of this Article.
- e. The cost for 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 by the party incurring the same.

D. Rights of Employees to Representation

1. Employee 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 an employee 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. Miscellaneous

1. Group Grievance

If in the judgement of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved persons and all decisions rendered at Level Two 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 to 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 the Article, unless the aggrieved person chooses otherwise.

Article 4

Employee 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 employee such rights as he 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 the full powers 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 employee shall be disciplined 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.

E. Hearings

Whenever any employee is required to appear before any administrator or supervisor, Board or committee member, representative or agent thereof concerning any matter which said administrator, supervisor, Board knows or should have known that could adversely affect the continuation of that employee, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview. The employee serving as Association representative will not be charged for work-time taken to attend such meetings as long as the meeting was initiated by administration.

F. Faculty Dining Room/Lounge Facilities

The administration shall make every reasonable effort to keep the faculty dining room available for the use of employees during their normal lunch period. In the event, however, that the said room must be pre-empted for other use in the discretion of the Superintendent, then an area at the rear of the Commons shall be reserved for faculty and staff use providing there is no scheduling conflicting special use. Secretarial staff shall have access to all lounge facilities.

Article 5

Association Rights and Privileges

A. Information

The Board and Association agree to make available to each other in response to reasonable request from time to time all available information concerning the educational program and financial resources of the district, including but not limited to: class size, number of specialists, annual financial reports and audits, register or certificated personnel, budgetary requirements, and allocation, agenda and minutes of all Board meetings, census data, individual and group employee health insurance premiums and experience figures, names and addresses of all employees, and such other information that shall assist the Association and the Board in developing intelligent, accurate, informed and constructive program on behalf of the employees and the students.

B. Released Time for Meetings

Whenever any representative of the Association or any employee participates during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay, providing such participation is at the Board's request or with the expressed approval of the Board.

C. Use of School Buildings

The Association and its representatives shall be permitted to use school buildings at all reasonable hours, beyond institutional hours for meetings. The director of building shall be notified in advance and shall designate an appropriate room or place which shall be subject to change by the director in the event of an emergency.

D. Use of School Equipment

The Association shall have the right to reasonable use of school equipment including typewriters, mimeographing or copying machines, calculators designated by the Administration, all audio-visual aid equipment at reasonable time, when such equipment is not otherwise in use, with the understanding that normal requisition procedures will be followed. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

E. Bulletin Boards

The Association shall have, in each school building, the reasonable use of a bulletin board in each faculty lounge and teacher's dining room. The Association shall also be assigned reasonable space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards

shall be given to the building administrator, but no approval of content shall be required.

F. Mail Facilities and Mail Boxes

The Association shall have the right to reasonable use of the inter-school mail facilities and school mailboxes without approval of building administrators or other members of the administration.

G. Exclusive Rights

The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representatives of the employees, and to no other labor organizations representing this bargaining unit, except as provided under applicable law.

H. Faculty Room

The administration shall provide secure storage area in the room presently used as a faculty lounge and agrees to use every reasonable effort to see to it that the room is kept clean.

I. Release Time for Association President

The board shall grant leave with pay for the president of the Association to attend meetings, conventions, and other activities in the interest of the Association or its affiliates. Such leave shall not exceed four (4) days in any contract year.

Article 6

Teacher Work Year and Work Day

- A. The in-school work year for teachers shall not exceed one hundred eighty-three (183) days, plus emergency closing days, including the days the faculty is required to be on campus when students are not in attendance.
- B. Teacher attendance shall not be required whenever students are not required to be in attendance due to inclement weather.
- C. The work day for teachers shall consist of six (6) class hours per day. The work day shall be 8:00 a.m. to 3:30 p.m. including one and one-half (1 1/2) hour duty free lunch period.
- D. It is understood and agreed that on occasion not to exceed two (2) times per year, the Superintendent may call an emergency faculty meeting in addition to regular faculty meetings with less than three (3) days notice. Attendance shall be without compensation. Notice and agenda of any regular faculty meeting shall be provided to each member no less than three (3) days prior to the meeting. No more than one general meeting shall be scheduled per month.

Article 7

Secretarial Work Year and Work Day

- A. The work year of secretaries shall be as follows:
 - 12 month employees - July 1 to June 30
 - 10 month employee - September 1 to June 30
- B. The work day shall consist of eight (8) hours with a sixty (60) minute uninterrupted lunch hour.
- C. Summer hours (July 1 through August 31) shall not exceed a thirty-five (35) hour week inclusive of a sixty (60) minute uninterrupted lunch hour each day and breaks as described in Article 7, Section E.
- D. Summer hours will also be observed at all times when school is not in session (excluding summer session, CETA programs, special needs programs, and any other "special programs/courses.")
- E. Coffee Breaks

There shall be two (2) uninterrupted periods of fifteen (15) minutes each (one in the a.m. and one in the p.m.). The times should be standardized and mutually agreed upon by the employee and the immediate supervisor.
- F. Normal work hours will be from 8:30 a.m. to 4:30 p.m. or 7:45 a.m. to 3:45 p.m., with any exceptions to be designated by the Superintendent.
- G. All secretaries shall be granted fifteen (15) paid holidays per year.
- H. All secretaries shall be entitled to one-half day on Christmas Eve day. If Christmas Eve falls on a weekend, the preceding Friday shall be a half day for secretaries.

Article 8
Salaries and Other Compensation
Teachers

A. The salary guide for teachers for the school year 1990-91, 1991-92 and 1992-93 are attached hereto as Schedule A and made part hereof.

B. **Salary Guide Provisions**

1. The salary guide and its step positions shown on Schedule A is hereby determined and agreed to be correct.

2. **Reclassification**

a. If a bargaining unit member has completed studies by September 1 of a school year which qualifies him/her for an educational level adjustment and if documentation verifying same is submitted by the following February 1, he/she will be reclassified and the salary adjusted retroactive to September 1.

b. If a bargaining unit member has completed studies by February 1 on a school year which qualifies him/her for an educational level adjustment and if documentation verifying same is submitted by the following June 30, he/she will be reclassified and the salary adjusted retroactive to February 1.

3. The Board reserves the right to place incoming teachers on any step in its sole discretion based upon the teacher's education, training, kind, quality and extent of prior trade experience, prior thereto.

4. Salary for June of any year will be paid on the last working day of the month by check or deposit to the teacher's account at the option of the teacher.

5. Faculty members will be provided with an option to be paid on a 12-month basis. Teachers must notify the Business Office, in writing, prior to August 1 of the upcoming school year.

6. All teachers engaged in production work during the summer vacation months at the school shall be paid at the rate of fifteen (\$15.00) per hour.

7. Teachers who attain, under contract, five (5) or more years of service with this institution shall be entitled to longevity payments as follows:

5 years through 9 years	\$375
10 years through 14 years	\$750
15 years through 19 years	\$1,125
20 years or more	\$1,500

8. CIE Coordinators, admissions personnel, counselors, and LD/TC shall work a maximum of one hundred eighty-three (183) days between September 1 and June 30. Their calendar shall coordinate with faculty holidays whenever possible. However, coverage shall be provided for registration periods. In the event the Board requires CIE Coordinators and guidance/admission counselors to work one (1) month beyond June 30, they shall be paid ten percent (10%) of their proper column and step on the salary guide included and made part of in this contract for that month's work (19 working days). For any additional days worked during the summer period, the teacher shall receive his or her contractual per diem rate.
9. Half-time teachers who are involved in regular day time vocational programs shall receive:
 - a. One-half of the contractual rate based on the salary guide.
 - b. One-half of all benefits received by the full-time teachers under this contract.
10. Any teacher who substitutes for another teacher at the request of the administration shall receive an hourly rate of twenty (\$20.00) per hour for substituting before or after their regularly scheduled hours.
11. Professional Days
 - a. A request for a professional day(s) is submitted in writing with detailed information and any other pertinent data to the appropriate administrator before, but not less than ten (10) working days of the date of the scheduled activity. The superintendent will review both positive and negative requests of the principals and the Superintendent may reverse the decision of the principal.
 - b. The administrator will initial his/her approval and forward the request within two (2) working days of the date received to the Superintendent for final review and approval.
 - c. The Superintendent will advise the appropriate administrator within two (2) working days of the date received as to whether the request was approved or denied.
 - d. Professional day(s) will be considered only for those activities that are related directly to his/her area of responsibility within the district. Appropriate workshops, seminars, and meetings are examples of activities that will be given consideration.

- e. Expenses for approved activities will be determined by the Superintendent at least five (5) working days before the scheduled activity. The Superintendent will submit approved expenses for Board approval at the next regularly scheduled meeting of the Board.

12. In-House Substitution

Whenever a teacher is requested to substitute for another instructor, he/she will be compensated at the rate of \$7.50 per each three (3) hour session following the fourth time the individual is required to substitute.

13. Future Farmers of America

The FFA advisor shall receive a stipend of seven hundred dollars (\$700.00) per year.

14. Student Government

The student government advisor shall receive a stipend of two hundred fifty dollars (\$250.00) per year.

15. School Newspaper

School newspaper advisor shall receive a stipend of two hundred fifty dollars (\$250.00) per year.

Secretaries

- A. The Salary Guides for the school years 1990-93 are shown as Schedule B and made part of this Article.

Category 1 - Clerk-Typist, Receptionist/Clerk Typist, Switchboard Operator/Clerk - Typist.

Category 2 - Secretary, Bookkeeper/Accounts Payable, Bursar, Bookstore Manager, Assistant Bookkeeper, Intermediate Clerk Typist.

Category 3 - Bookkeeper/Payroll, *Bookkeeper/Accounts Receivable/Cash Management.

Category 4 - Data Processing Coordinator.

- B. If a secretary assumes the duties of another position which has been vacated and the position is on a higher guide, said secretary shall receive an additional stipend calculated on the basis that the stipend shall be the difference between the current pay and the pay that would have been received if the secretary had been promoted to the guide of the vacated position.
- C. An evening shift differential of five percent (5%) shall be paid to any secretary whose starting time is 1:00 p.m. or later.
- D. A secretary reaching an anniversary date, from the date of their initial contract, of four (4) years and one (1) day for five (5) years; nine (9) years and one (1) day for

ten years; fourteen (14) years and one (1) day for fifteen (15) years; or nineteen (19) years and one (1) day for twenty (20) years, shall receive longevity pay of three hundred twenty-five dollars (\$325.00) each.

E. Reclassification

If an employee has assumed, or has been assigned by the unit administrator to whom the employee reports, additional duties and responsibilities that are performed on a regular basis and are permanent in nature, the employee may request to be reclassified. Additional workload, alone, shall not be used as the criterion for reclassification.

1. Eligibility

Request for reclassification shall be considered providing the employee:

- a. has functioned in the position for a minimum of one (1) year, and
- b. meets the qualifications required for the reclassified position, and
- c. provides the required documentation verifying additional duties and responsibilities.

2. Procedure

- a. In order to provide consistency in the presentation of the aforementioned documentation and to assure all employees equitable consideration, requests shall be submitted on Form SA-100, Requests for Reclassification Forms/Forms are obtained from the Association.

b. Level One - Unit Administrator

The proper request form, and any supporting documentation deemed pertinent by the employee, shall be submitted to the unit administrator. Within five (5) working days of receipt, the unit administrator shall meet with the employee to discuss and evaluate the request and shall submit the request, together with a recommendation, to the Association, including detailed description of the additional duties and responsibilities of the employee.

c. Level Two - Association

The proper request form, and any supporting documentation shall be submitted to the Association Negotiating Team for review. The Association Negotiating Team shall make known its findings concerning:

- 1) completeness of documentation and supporting data, and
- 2) comparison of duties with position(s) on new guide, and
- 3) comparison of duties with position(s) on current guide.

and shall either:

- 1) there is either insufficient data for a determination and, therefore, the application must be revised and resubmitted, and/or
- 2) there is sufficient additional duties and responsibilities to warrant the reclassification, and/or
- 3) there is no basis for reclassification.

If the position is determined to warrant reclassification, the Negotiating Team of the Association shall meet with the Board Negotiator to discuss and attempt to reach agreement on the reclassification.

3. Movement on the Salary Guide

- a. Class One - the formula for movement across one (1) guide shall be an increase of one (1) additional step on the existing guide, then movement to the step on the new guide within the nearest dollar figure greater than the salary on the previous guide.
- b. Class Two - the formula for movement across two (2) guides shall be an increase of two (2) additional steps on the existing guide, then movement to the step on the new guide within the nearest dollar figure greater than the salary on the previous guide.

A change from one (1) position to another on the same guide will not warrant an increase in salary.

F. Permanent Part-Time Secretaries

A permanent part-time secretary is that person who is employed for four (4) or more hours per day, five (5) days per week, for six (6) consecutive months or more.

1. Salary Guide and General Provisions

Permanent part-time secretaries will have their salary calculated on the basis of the ratio their regular work day, week, and/or year bears to a full-time employee's work day, week, and/or year.

2. Work Year

The work year, day, and week of permanent part-time secretaries will be established by the Board at the time of employment and other times.

3. Overtime

Permanent part-time secretaries will be compensated for time spent at regular duties in excess of those regularly scheduled. Such additional compensation will be at straight time rate up to forty (40) hours in any week and at time and one-half (1 1/2) rate when in excess of forty (40) hours in any week.

4. Sick Leave

Permanent part-time secretaries shall be entitled to one (1) sick day for each month worked during the school year (prorated according to the ratio each employee's work day bears to the full-time secretary's work day).* Unused sick days may be accumulated for use in subsequent years. There will be no compensation for unused sick leave.

5. Vacations

The vacation entitlement of regularly employed permanent part-time secretaries will be prorated according to the ratio each secretary's work day, week, and/or year bears to the full-time secretary's work day, week, and /or year.

6. Insurance Protection

Coverage will be offered to employees who regularly work twenty (20) hours per week or more and the cost prorated.

* or as provided by law, whichever is better.

G. Method of Payment

The annual salary will be paid in twenty-four (24) equal installments issued monthly.

H. All secretaries completing the final step of the salary guide shall receive an adjustment to the salary equal to the negotiated increase.

Article 9

Secretarial Overtime

Overtime: Defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before/after regular working hours; or any day other than provided in the regular work week. (8 hours per day or 40 hours per week)

Stipulation: If summer hours are eight and one-half (8 1/2) hour days, overtime will not be calculated for extra one-half (1/2) hour.

1. The administration shall not be arbitrary and unreasonable in the assignment of overtime. Assignment which requires a return to work after a break at the end of the normal workday shall be automatically deemed overtime.
2. All overtime will be rounded to the nearest quarter hour at the end of the pay period. This will be remunerated at the rate of one and one-half (1 1/2) times the hourly salary.
3. The exception to this rule will be weekends and holidays, then the rate would be double the hourly salary.
4. On an emergency closing day(s), any secretary required to work on such a day shall be paid double their normal rate for the full day. Switchboard coverage shall be on a rotating basis.
5. On emergency closing day(s), secretarial staff shall be dismissed as soon as students and teachers have exited but no later than one (1) hour after dismissal.
6. Overtime of a general clerical nature shall be offered to qualified employees on a rotating basis starting with the most senior member of the bargaining unit. Overtime of a specialized nature shall be offered on a rotating basis, starting with the most senior member of the department with the responsibility for that work. In the event that an employee refuses overtime, they will not be offered overtime until the full rotation has passed. If all employees refuse overtime, the administration may assign overtime to the least senior person on the seniority list of the appropriate type. A master seniority list for all employees shall be maintained for general work and seniority lists by department shall be drawn up for specialized work to aid in the implementation of this Article.

Article 10

Vacancies

Teachers

- A. All promotions and vacancies in positions paying a salary differential and positions on the administrator-supervisor levels of responsibility shall be publicized by posting a notice in each building as far in advance as practicable, but in no event less than fifteen (15) school days before the final date when applications must be submitted.
- B. Criteria
In filling such position, consideration shall be given to a teacher's area of competence, major and minor fields of study, kind and variety of prior trade and teaching experience and appropriate certification, quality of teaching performance, if available, attendance record, if available, and recommendations. When all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area. The foregoing list shall not be deemed in any way to exclude any other valid standard or indicia that may be considered

Secretaries

- A. Posting of Vacancies
Any vacancy which occurs or new position which is created shall be posted in accordance with Vacancies, Teachers, Section A above.
- B. Promotions
When an existing position becomes vacant, a unit member may be promoted to that position providing the unit member meets all of the qualifications and requirements for that position. The unit member may request a promotion, in writing, through the unit member's administrator or the Superintendent, filing a copy of the request with the Association. The formula for movement on the Salary Guide due to promotion shall be:
1. Movement across one (1) guide shall be an increase of one (1) additional step on the existing guide, then movement to the step on the new guide with the nearest dollar figure greater than the salary on the previous guide.
 2. Movement across two (2) guides shall be an increase of two (2) steps on the existing guide then the movement to the step on the new guide with the nearest dollar figure greater than the salary on the previous guide. A change from one position to another on the same guide will not warrant an increase in salary.

C. New Positions

Upon establishment of any secretarial or clerical position not specified in this Agreement, if the Board and the Association agree to negotiate concerning the terms and conditions of employment of any such position, negotiations shall commence at the earliest possible date.

Article 11
Evaluation
Teachers

- A. Tenured teachers and non-tenured teachers shall be evaluated in accordance with statute and regulation of the State of New Jersey.
- B. Evaluation shall be defined for all purposes herein as an assessment of the teacher's performance of all his or her duties by a member of the administration or supervisory staff who holds an appropriate certificate for the supervision of instruction, during that part of the entire school year preceding the preparation of the written report of evaluation. Observation shall be defined for all purposes herein as a visitation to a classroom by a member of the administration or supervisory staff who holds an appropriate certificate for the supervision of instruction, for the purpose of observing a teaching staff member's performance of the instructional process. Both evaluations and observations shall be memorialized by a writing which shall be given to the teacher as soon as is reasonable possible. Each teacher shall acknowledge receipt of the aforesaid writing by signing the final copy thereof which signature shall not be construed as agreement or disagreement with the contents.

Teachers shall have the right to rebut in writing any parts of any evaluation or observation report with which they disagree which rebuttal shall be delivered to the evaluator and shall be placed in the teacher's evaluation file.

- C. A teacher shall have the right, upon request and reasonable notice not to exceed three (3) school days, to review the contents of his/her personnel file and to receive copies at teacher's expense of any documents contained therein. A teacher shall be entitled to have a representative(s) of the Association accompany him/her during such review (both shall be on their own time). At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his file which he/she believes to be obsolete and otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure commencing at Level Two.
- D. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be

filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

- E. Although the Board agrees to protect the confidentiality of the personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the teacher's inspection.
- F. The administration shall have no duty to reveal the contents of any teacher's file to any party outside the institution except upon written, signed instruction of the teacher, or as provided by law.

Secretaries

A. Job Evaluation

A copy of any job or performance evaluation of a secretary by the school will be given to the secretary. The secretary will sign the copy of the evaluation to be retained by the school. The signing by the employee means that said employee has read the evaluation and does not mean acceptance. Evaluation will be done at least once during each school year. The employee has the right to respond, on the evaluation or by attachment, to any statement or checklist.

B. Personnel Records

1. File

An employee shall have the right, upon reasonable notice not to exceed three (3) working days, to review the contents of said secretary's personnel file and to receive copies (one time only) at Board expense of any documents contained therein.

2. Derogatory Material

No material derogatory to a secretary's conduct, service, character or personality shall be placed in the employee's personnel file unless the employee has had the opportunity to review the material. The employee shall acknowledge that the opportunity was given to review such material by affixing the signature to the copy to be filed with the expressed understanding that such a signature in no way indicates agreement with the contents thereof. The employee has the right to respond on the material or by attachment to any statement or checklist. The secretary shall also have the right to submit a written answer to such material and that written answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references and other similar documents, it shall not establish any separate personnel file which is not available for the secretary's inspection.

4. The administration shall have no authority to reveal the content of the secretary's file to any outside inquiry except with the written consent of the secretary, or as required by law.

Article 12

Sick Leave and Temporary Leaves of Absence

Teachers

- A. All teachers shall be entitled to ten (10) sick leave days each year as of the first official day of said school year whether or not they report for duty on that day. Twelve month employees shall have twelve (12) sick days. Unused sick leave days shall be accumulated from year to year with no maximum limit. An illness or accident which causes a teacher to be absent in excess of four (4) days may require documentation by a physician.
- B. All unused personal days shall be converted into sick days at the end of the calendar year and carried over and accumulated as sick days.
- C. A teacher upon retirement or termination of employment (with proper notice if by employee) shall be paid an amount of money calculated at the rate of thirty dollars (\$30.00) per day for each day of accumulated sick leave at the time of retirement or termination. It is specifically understood and agreed that for an employee's last year of employment, he/she shall receive thirty dollars (\$30.00) per sick day for each month worked and fifteen (\$15.00) per sick day for the remaining months. That is, an employee resigning or terminating in December shall receive four time thirty and then six time fifteen.
- D. Types of Leave
Teaching staff members shall be entitled to the following temporary leaves of absence with full pay each school year:
1. Personal
Four (4) days leave of absence for personal, legal, business household or family matters which require absence during school hours. Application to the appropriate administrator for personal leave shall be made at least three (3) days before taking such leave (except in case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this Section. Personal days may not be taken immediately preceding or following any holiday or vacation period without the expressed written approval of the Superintendent. Unused personal days may be accumulated in subsequent years as sick days.

2. Legal

There shall be no loss of pay due to absence caused by compliance with a court subpoena when compliance is mandatory and must be carried out during school hours.

3. Death

Up to five (5) school days at any one time in the event of death of a teacher's spouse, child or parent and up to four (4) days in event of the demise of a son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law or sister-in-law, grandparents or grandchildren. In the event of a demise of a person in the second category above who is a member of the teacher's immediate household, the five (5) day period shall apply.

Secretaries

A. Sick Leave

1. All regular secretaries are entitled to annual absence without loss of pay for personal illness as follows:

- a. 10 days for 10-month secretaries
- b. 15 days for 12-month secretaries

Unused days may be accumulated for future need as per New Jersey statutes. Absence beyond accumulated time will be considered on an individual basis. Accident or illness causing absence of more than four (4) consecutive days may require documentation by a physician.

2. Notification of Accumulation

Secretaries shall be given a written accounting of accumulated sick leave and vacation days no later than ten (10) working days after July 1 for 12-month secretaries and no later than ten (10) working days after September 1 for 10-month employees, providing reports are received by July 1 and September 1 respectively .

B. Temporary Leave of Absence

Secretaries shall be entitled to the following temporary accumulative leaves of absence with full pay each year:

1. Personal

Four (4) days leave of absence for 12-month secretaries and three (3) days leave of absence for 10-month employees for personal, legal, business, household or family matters which require absence during working hours. Application to the secretary's immediate supervisor for personal leave shall be made at least three

(3) days before taking such leave (except in cases of emergency) and the applicant for such leave shall not be required to state the reason for taking it under this Section. Any personal day(s) not utilized will be added to accumulated sick leave entitlement for succeeding years. No more than one (1) person or five percent (5%) of any department can have a personal day at one time. Personal days may not be appended to any other holiday recess except on an emergency basis and approval of the Superintendent.

2. Bereavement

Up to five (5) school days at any one time in the event of death of a secretary's spouse, child or parent and up to four (4) days in event of the demise of a son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law or sister-in-law, grandparents or grandchildren. In the event of a demise of a person in the second category above who is a member of the secretary's immediate household, the five (5) day period shall apply.

3. Temporary Military

Time necessary for secretaries called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An secretary shall be paid regular pay, less any pay which has been received from the state or federal government.

4. Other Leaves

Other leaves of absence with pay may be granted by the Board of Education.

5. Jury Duty

There will be no loss of pay due to the absence caused by the compliance with a court subpoena or jury duty when compliance is mandatory and must be carried out during school hours. Where secretaries exercising the benefits provided them in this Section receive pay for services performed on jury duty or to comply with a subpoena, they will receive their regular pay for such absence (exclusive of jury duty expense monies paid to the employee).

- C. An employee upon retiring or termination of employment shall be paid an amount calculated at the rate of twenty dollars (\$20.00) per day for each day of accumulated sick leave as of June 30 of the prior contract. Payment shall be made for the then contract year on the basis of twenty dollars (\$20.00) , times the number of months worked times 1.25 plus ten dollars (\$10.00) times the number of months remaining times 1.25 remaining in the contract year to the total number of days accumulated for the current contract year.

- D. Requests for personal leave shall be acknowledged within three (3) working days, and requests for vacation leave shall be acknowledged within five (5) working days. Denial of said request shall be in writing, with reasons for said denial. Vacation and personal leave shall be granted on a seniority basis if a conflict occurs in dates.

Article 13

Extended Leaves of Absence

A. Maternity

1. Natural Birth

The Board shall grant maternity leave without pay to any tenured employee upon request subject to the following stipulations and limitations:

- a. Maternity leave shall commence on the date requested by the employee.
- b. Maternity leave shall terminate on any one of the following dates: the first school day of the succeeding school year, or the first school day of the succeeding school year or at the start of the second semester of either school year of leave (thirty (30) days prior notice of return date to be given by the employee providing the employee has not received a notice of termination of employment pursuant to applicable law.
- c. The employee shall deliver to the Board a notice in writing of the requested leave no less than sixty (60) days prior to the said commencement date.
- d. Both of the aforesaid dates shall be subject to change as a consequence of a bona fide emergency.
- e. Any employee granted maternity leave without pay according to the provisions of this Section may at her discretion elect to use all or any part of her accumulated sick leave during the disability period of such absence and receive full pay and benefits for same.
- f. Any employee granted maternity leave shall at her request be restored to the exact same position (providing the position has not been eliminated) vacated at the commencement of said leave.
- g. No employee shall be required to leave work because of pregnancy at any specific time prior to the expected childbirth nor be prevented from returning to work after childbirth and the desired date of return except pursuant to the notice provided above.
- h. The Board shall not remove any employee from her duties during pregnancy unless the employee is not medically able to continue their normal duties.

2. Adoption

Any employee adopting a child shall receive similar leave which shall commence upon receiving defacto custody of said child, or earlier if necessary to fulfill the requirements for the adoption. Sixty (60) days notice, barring

emergencies. All other provisions applying to maternity leave shall apply, except disability provision.

B. Illness in Family

A leave of absence without pay up to two (2) years may be granted for the purpose of caring for a sick spouse, child or parent of an employee in the bargaining unit.

C. Other Leaves

Other leaves of absence without pay may be granted by the Board for good reason, on adequate notice and within the sole and unfettered discretion of the Board.

D. Sabbatical Leaves

Sabbatical leave is a plan for improving the school's programs through improvement of its faculty and administration. Sabbatical leaves are to increase a person's professional efficiency and usefulness to the school.

Faculty and administrative personnel may be granted a sabbatical leave under the following provisions:

1. Leave may be granted for study, research, travel, or work experience providing it is for professional growth which benefits the school.
2. Members of an Association's Sabbatical Leave Committee shall accept, review, and recommend to the Superintendent the written request(s) for sabbatical leave. Recommendations for such leave will be based upon the professional growth values of the request as it applies to our school system.
3. The employee(s) must have initially completed six (6) years of continuous service in the district.
4. The application must be accompanied by a well considered plan detailing the purpose and benefits to be gained by the individual and the school.
5. Sabbatical leave may be granted for either one-half year at full salary, or a full year at half salary.
6. All arrangements must have the approval of the Superintendent and the Board of Education.
7. Request for such leave must be received by the Superintendent before November 1 of the year preceding the year for which the leave is requested. Requests for withdrawal of such leave must be in the Office of the Superintendent not later than the first day of April prior to the year of the leave.
8. The Board of Education shall notify the applicant of its determination no later than February 1.

9. Within one month after the resumption of service, following the termination of a sabbatical leave, the individual shall submit to the Superintendent a detailed report on the manner in which such leave was spent.
10. During the period of time the employee is on sabbatical leave, he/she shall retain seniority, tenure, retirement benefits and shall be entitled to such other fringe benefits as should occur during the sabbatical year period.
11. As a condition to being granted leave, the employee shall agree to continue in the service of the Union County Vocational-Technical Schools for a period of not less than two (2) years after the expiration of the sabbatical leave of absence.
12. If an employee fails to continue in the service after such sabbatical leave, the employee shall repay, on demand, to the Union County Vocational-Technical Schools' Board of Education, the full amount of salary and benefit costs received while on sabbatical leave, unless such employee is incapacitated as verified, in writing, by a physician or has been discharged.
13. Upon return from sabbatical leave, the employee shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.
14. When an approved leave is withheld solely due to budgetary exigencies, the designated recipient for the sabbatical will receive priority for such leave in the following school year. Said leave shall be contingent upon funds being approved for this purpose.

E. Military Leave

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said services and three (3) months thereafter, or three (3) months after recovery of any wound or sickness at the time of discharge. A similar leave shall be granted to the employee whose spouse is so inducted or who enlists.

F. Return from Leave

1. Salary

Upon return from a leave granted for military purposes, an employee shall be considered as if actively employed by the Board during the leave and shall be placed on the salary schedule at the level that would have been achieved if said employee had not been absent. An employee shall not receive increment credit for time spent on leave granted pursuant to Section A, B, or C.

2. Benefits

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

3. Extensions and Renewals

All leaves, extensions, or renewals shall be applied for in writing and, if granted, shall be in writing.

Article 14
Insurance Protection

A. **Health Insurance**

The Board shall provide health care insurance protection provided under the New Jersey State Health Benefits Program. The Board shall shall pay the full premium for each employee and in cases where appropriate, for family plan insurance coverage. Employees shall continue to pay the difference between the State Health Benefits Program and HMO coverage, if elected

B. **Dental Insurance**

1. **Teachers**

The Board agrees to provide dental coverage for all eligible teachers and dependents, at no cost to the teacher as follows:

Co-Payment:

Preventive and Diagnostic	100%
Remaining Basic Services (including Crowns, Inlays, and Gold Restoration)	80/20%
Orthodontic (Includes Adult Orthodontic Coverage)	50/50%

Prosthodontic

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 the one thousand dollar (\$1,000) maximum mentioned above applicable to Basic and Prosthodontic Benefits.

2. **Secretaries**

The Board agrees to pay the full premium for a Dental Plan for secretaries' and their families; the coverage to be not less than described in the New JerseyService Plan Brochure as 50/50 Basic, 50/50 Prosthodontics, 50/50 Orthodontics.

C. Prescription Drug Plan

The Board agrees to provide a one dollar (\$1.00) co-pay drug prescription plan for all eligible members of the bargaining unit and their immediate family. The Board will pay one hundred percent (100%) of the premium cost.

Article 15

Secretarial Vacations

- A. Personnel on ten-month contract are on duty from September 1 to June 30, and will normally work according to the school staff calendar for the year. The Superintendent may modify the staff calendar if circumstances warrant. No vacation time is provided.
- B. Personnel on twelve-month contract shall have vacations at time approved by the Superintendent, according to the needs of the school. Requests for vacations must be processed through the appropriate administrator who will normally exclude periods of time at the opening or closing quarters or semesters.
- C. The initial vacation entitlement is not granted until the summer succeeding the date of employment. Exceptions can be made providing the appropriate administrator and Superintendent approve. In the event of a conflict of dates, the most senior person will take precedence.
- D. Vacation time may not be accumulated for more than fifty (50) days over two (2) years entitlement for all 12-month personnel. Vacation entitlement may be prorated on a monthly basis, except that no entitlement shall accrue to persons who serve less than three (3) months or who unilaterally terminate their employment contrary to the terms of their employment.
- E. Vacation entitlement is twenty (20) days per fiscal year. Unit members with five (5) years or more of service will be entitled to twenty-two (22) days vacation per year and members with ten (10) years or more service will be entitled to twenty-five (25) vacation days per year.
- F. Vacation entitlement may be taken as terminal leave.
- G. Method of Payment

The salary for vacation time will be paid by check on the last working day of a pay period providing:

1. the request is made at least two (2) weeks in advance,
2. that the vacation time extends through a regular pay period,
3. there are sufficient funds in the revolving payroll account to cover the request.

No request shall be unreasonable denied, and if the requests exceed the amount available, payments will be made prorata with the balance provided by:

1. a post-dated check, or
2. a direct deposit to the employee's account at the option of the employee.

When an employee terminates employment, and having fulfilled all contractual obligations, all monies due shall be paid on the last working day of the month. Every reasonable effort shall be made to expedite payment.

Article 17

Professional Development Opportunities

Teachers

- A. All teachers are expected to show growth and development in their respective assignments: teaching, coordinating, staff service, administration, etc. This may be accomplished through college courses, meetings, institutes, conferences, workshops, working in industry, etc. Professional growth is expected to evidence itself in a higher level of performance by the individual.
- B. Expenses for some of the above activities may be reimbursed in full up to the approved amount provided it is properly requisitioned and approved by the Superintendent and the Board.
- C. Tuition may be reimbursed up to an amount for certain other activities as noted below if properly documented and approved. The activities are in order of importance to the approval process:
 - 1. Courses leading to certification.
 - 2. Courses leading to a degree from an accredited school and acceptable to the administration.
 - 3. Courses in educational methodology.
 - 4. Courses in areas related to the individual's teaching, professional, or administrative field.
 - 5. Other courses, seminars, or competency examinations.
- D. The conditions relevant to Tuition Reimbursement are as follows:
 - 1. Applicants must have completed one (1) academic or one (1) calendar year of service with the school.
 - 2. Preliminary approval - all applications must be presented to the Professional Development and Leaves Committee who in turn recommend to the administration for presentation to the Board.
 - 3. Reimbursement will be made at the end of the fiscal year (June) and will include all approved activities which documentation is received by June 5. Documentation for approved programs received after that date will be deferred until the following fiscal year.
 - 4. Acceptable evidence of completion (documentation) will be college grade reports, transcripts, certificates, or other equivalent documentation.
 - 5. Documentation received more than one (1) calendar year after the date of enrollment will be invalid.

E. Financing of Tuition Reimbursement Policy will be as follows:

1. An individual may be reimbursed up to the cost of six (6) credits per semester or twelve (12) credits per year.
2. The total amount budget for the term of the contract shall be eight thousand dollars (\$8,000).
3. If the total eligible reimbursement for the fiscal year exceeds the amount budgeted, all eligible reimbursements will be prorated. Amounts reimbursed will be calculated as a percentage of the total budgeted vs. the total amount eligible.

F. Persons for whom a certificate is required must hold or be working toward a standard certificate. Those holding an emergency or provisional certificate must complete at least six (6) credits toward the standard certificate each academic year in order to qualify for certificate renewal and continued employment.

Secretaries

A. All secretaries are expected to show growth. This will ordinarily be accomplished by self-study and diligence in the performance of tasks but may also be accomplished through outside activities such as courses, institutes, workshops, etc. Growth is expected to evidence itself in a higher level of performance by the individual.

1. All full-time secretaries and their dependents may take credit and non-credit courses at UCVTS, tuition free, and UCC if their administration agrees. (Dependents are defined according to Internal Revenue Service definition, subject to the terms of the contract with affiliates.) In order to apply this clause to dependents, the employee must have been in the Board's employ for at least one (1) calendar year.
2. Expenses for some of the above activities may be reimbursed in full up to the approved amount if properly requisitioned and approved by the Superintendent and the Board.
3. The conditions relevant to reimbursement are as follows:
 - a. All personnel are eligible to apply only after one (1) year of service.
 - b. Preliminary approval - all applications must be presented to the Association's Professional Development Committee, who, in turn, will submit to the Superintendent for presentation to the Board.
 - c. Reimbursement will be made at the end of the fiscal year (June) and will include all approved activities for which documentation is received by June

5. Documentation received after June 5 will have reimbursement deferred to the following year.
 - d. Acceptable evidence of completion (documentation) will be college or school grade reports, transcripts, certificates, or other equivalent documents.
4. Financing of the Reimbursement Policy will be as follows:
- a. An individual may be reimbursed up to the following amounts:
 - 1) State college tuition up to \$45 per credit.
 - 2) \$100 per year.
 - b. The total amount budgeted for each fiscal year shall be \$1,700.
 - c. If the total eligible reimbursements for the fiscal year exceeds the amount budgeted, all eligible reimbursements will be calculated as a percentage of the total amount budgeted against the total amount eligible.
5. It shall be the Board's goal to provide an inservice training program for all employees, where applicable, which will improve their rates of performance, and efficiency.
6. Non-certificated staff members are encouraged to actively participate in appropriate organizations particularly where growth opportunity for growth exists. Cost and expenses of such memberships are not reimbursable by the Board unless specifically authorized.

B. Professional and Academic Achievement

Any secretary, while employed by UCVTS, who strives to improve their competence by meeting the requirements necessary to earn a valid certificate and/or degree shall be awarded an educational stipend.

1. Certificates and/or degrees shall be work-related and not required for a position. The degree requirement shall prevail should the qualifications in a Board approved job description specify a degree and/or related work experience.
2. Certificates and/or degrees shall have been accomplished:
 - a. at a college or university which is regionally accredited by one of the six (6) regional associations listed with the American Council of Education, or
 - b. in a program sponsored by the organizations specified in the payment schedule in this Article or other specialized, work-related professional organizations approved by the chief negotiator for the Board and the negotiating committee for the Association.
3. Requests for an educational stipend shall be submitted in writing to the Director of Personnel and shall be accompanied by notarized copies of certificates, official transcripts, or a letter from the organization or educational institution

verifying satisfactory completion of the requirements for the certificate or degree will be awarded.

4. The stipend to be awarded shall be in the amount specified in the payment schedule in this Article. A member holding:
 - a. two (2) or more certificates in one category shall receive the stipend of the higher certificate, or
 - b. certificates in two (2) or more categories shall receive the stipend of the higher certificate in each category, and
 - c. two (2) or more degrees shall receive the stipend of the higher degree.

5. Payment schedule for Certificates and/or Degrees

- a. Continuing Education Certificate programs

Administrative Assistant Certificate	*30 credits	\$200
General Business Certificate	*60 credits	\$400
- b. New Jersey Association of Educational Secretaries - Professional Development Program Certificate (PDP)

Level I	*15 credits	\$100
Level II	*30 credits	\$200
Level III.....	*60 credits	\$400
- c. National Association of Educational Secretaries - Professional Standards Program Certificates (PSP)**

Basic.....	*30 credits	\$200
Associate Professional.....	*60 credits	\$400
Advanced.....	*90 credits	\$600
- d. Associate Degree.....*30 credits \$400
- e. Bachelor's Degree.....*60 credits \$800
- f. Master's Degree.....*120 credits \$1,200
- g. If a bargaining unit member has completed studies by July 1 which qualifies the member for an educational level adjustment and if documentation verifying same is submitted by January 1, the member will receive a stipend retroactive to July 1. If a bargaining unit member has completed studies by January 1 which qualifies said unit member for an educational level adjustment and if documentation verifying same is submitted by June 30, said unit member will receive the stipend retroactive to January 1.

* Equivalent to the number of credits shown.

** Certificates applied after July 1, 1975 must be renewed every five (5) years to remain valid.

Article 18

Outside Employment

The Board recognizes the right of its employees to use personal prerogatives in the utilization of their leisure time. It does, however, reserve its right to affirm that those activities do not:

1. Constitute a conflict of interest.
2. Occur at a time when the employee is expected to perform his or her assigned duties.
3. Diminish the employee's efficiency in performing his or her primary work obligation at the institution.

To this end, the Board adopts the following guidelines governing supplemental activities of all full-time employees of this institution:

1. All full-time teacher must report any employment, other than that covered by primary contract, which occurs between 8:00 a.m. and 3:30 p.m. during the term of the contract (September 1 - June 30). Any exceptions must be approved by the Superintendent.
2. All employees must inform the Superintendent of any external employment which could reasonably be construed as a potential conflict of interest.
3. All full-time employees must receive formal approval from the Superintendent before entering into any agreements, the total of which would exceed teaching nine shop hours per week, or the equivalent, beyond contractual responsibility.

During the term of this Agreement, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time of the negotiation or execution of this Agreement.

Article 19

Employment Procedures

A. Placement on Salary Guide

1. Initial placement on the Salary Guide shall be negotiated with the prospective employee pursuant to statute and the number agreed on shall be a number on the then current Salary Guide.
2. In the initial year of employment, any employee working more than half the contract year shall be granted an increment.
3. All employees shall be notified of their contract and salary status for the ensuing year as soon as practicable following the April Board meeting. Such notice shall include job title and job description which shall not be changed after being signed by the employee.
4. Employees hired for any position in this unit shall receive an employment contract within sixty (60) days.

B. Personal Work

No employee shall be required to do work of a strictly personal nature for any other employee.

- #### C.
- Vacation entitlement, sick leave, and other benefits shall be retroactive to the secretary's initial date of hire.

Article 20

Secretarial Reduction In Force

- A. In the event a tenured employee's position is eliminated due to a reduction in force, that employee shall "bump" the employee who has the least seniority in the district at the same guide, provided that the position is comparable (i.e., secretarial/secretarial). Said employee will retain the same step on the Salary Guide as was held in that position that is eliminated. In all cases, the employee must be qualified to the position they are moving into. If there is no one at the same level with less seniority, the employee may bump at the next lower level the person with the least seniority at that level. In this event, the individual would retain the present salary, and be placed on the Salary Guide at step for that salary.
- B. Should a tenured employee's position be abolished/reduction in force, and should the employee not have seniority rights to another position, said employee will be placed on an unpaid leave of absence by the Board.
In addition, the person on leave will be placed on a recall list for two (2) years maximum. As soon as a position for which the person on leave is qualified is open, said employee will be notified of said opening. Within 14 days of said notification, the employee will indicate whether or not the position is accepted. If a position in a lesser category is accepted, the employee will still remain on the recall list for a position in the category in which the reduction occurred.
- C. Any full-time employee who, due to a reduction in force, is required to work less than a full schedule as defined in the paragraph on work day, shall be considered a full-time employee working a reduced schedule, with contract, benefits, and all other rights associated with a full-time position, salary shall be pro-rated.
- D. In the event an employee wishes to move to a position on a higher level of the salary guide from that which said employee holds or has held, the employee shall be tested; unless there is evidence of previous test results which reflect that the employee has met the required qualifications for the job being sought.
- E. An employee returning from a reduction in force shall be placed on the salary guide at the same level they would have achieved had the reduction in force not taken place.

Article 21

Miscellaneous Provisions

- A. Nondiscrimination
The Board and Association agree that they shall not discriminate on the basis of race, creed, color, religion, national origin, sex, age or marital status.
- B. Board Policy
This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give full force and effect as Board policy.
- C. Savings Clause
Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established by the Board
- D. Separability
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, unless there is a change in the meaning or effect of any other provision.
- E. Compliance Between Individual Contract and Master Agreement
Any individual contract between the Board and an individual employee heretofore or hereafter 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 during its duration, this Agreement shall be controlling.
- F. Safety Glasses
Wherever teachers are required to wear safety glasses by shop policies, same shall be provided by the Board at a cost not to exceed seventy-five dollars (\$75.00).
- G. Death Benefit
Children of any employee who dies in service shall be entitled to take course tuition free at UCVTS.
- H. Supplemental Contracts
Supplemental pay for supplemental work for Food Service Manager shall be three thousand dollars (\$3,000), and supplemental work by the Bake Shop Manager shall

be three thousand dollars (\$3,000) and supplemental work by the Special Needs Cafeteria Manager shall be two thousand eight hundred dollars (\$2,800).

I. Shop Coat Allowance

Once each year and upon presentation of the receipt of purchase to the Business Office, each instructor will be given a maximum allowance of forty dollars (\$40.00) per year for shop coats or work uniforms. Reimbursement by the Business Office will be made within thirty (30) days of the presentation of the required receipt of purchase.

J. Safety Work Shoes

Once each year and upon presentation of the receipt of purchase to the Business Office, each instructor will be given a maximum allowance of fifty dollars (\$50.00) per year for safety-toed shoes. Those instructors purchasing safety-toed work shoes must wear them at all times in their respective shop. Reimbursement by the Business Office will be made within thirty (30) days of the presentation of the required receipt of purchase.

K. Evening School

All contracted day time instructors will be guaranteed one (1) evening of teaching evening courses per semester providing there is enough enrollment to run the course in which he/she is certified to teach.

L. School Bus Operator

Any teacher wishing to acquire a school bus operator's license shall have the required physical examination paid for by the Board providing said physical is given the school physician.

M. Student Discipline Referral

An instructor referring a student to the unit administrator for disciplinary reasons shall receive a written statement concerning the disciplinary action taken against the student.

N. Bookstore Discount

Employees shall be entitled to a ten percent (10%) discount at the bookstore, if the bookstore is operated by the board of education.

O. Printing of Agreement

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. The Association shall be responsible for distributing copies to all employees in the unit now employed and hereafter employed by the Board.

Article 22

Secretarial Expenses

- A. All personnel will be reimbursed at a mileage rate authorized by the Board for the use of personal automobile* for business travel approved by the Superintendent. Travel to place of regular business and home is not considered business travel. Travel to approved meetings, conferences, etc., may be computed from home if it is closer than the place of normal business.

*No automobile may be used for Board business unless it is insured for at least \$50,000/\$100,000 liability.

- B. Other expenses allowed, subject to approval of the Superintendent, and within maximums authorized by the Board, are:

1. Road tolls and parking fees involved in business approved travel.
2. Meals with guests having public relations or business value to the school.
3. Dinner allowance if working past 6:30 p.m. for full-time salaried personnel only if the persons regular assignment is considered to be normally over before 6:00 p.m. and no additional compensation is received for the after 6:00 p.m. time.
4. Registration, meals and incidental expenses incurred at authorized meetings and conferences.

Article 23

Deduction of Dues from Salary

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of the Association members dues for the Association, the Union County Education Association, the New Jersey Education Association, and the National Education Association as said teachers individually and voluntarily authorize the Board to deduct on forms to be provided by the Association. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 54:14-115.9e), and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following pay period in which deductions were made. It shall be the responsibility of the person so designated to disperse each monies to the appropriate association.
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.

Article 24

Representation Fee

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. This fee shall be the maximum allowed by law.

B. Procedure

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 of the representation fee and promptly will transmit the 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 pay checks 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 the receipt of the aforesaid list by the Board; or
- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position.

3. Termination

If an employee who is required to pay a representation fee terminates his or 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 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 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 25

Duration of Agreement

A. Duration Period

This 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 WHEREOF, the parties hereto cause 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 above written

Faculty Association, Union County
Vocational Center

Board of Education of the Vocational Schools
in the County of Union

By: Marscha Rosa
President

By: Charles J. Mancuso
President

By: Marie Gonzalez
Secretary

By: Walter J. Fagardi
Board Secretary

Date: June 12, 1991

Date: August 7, 1991
Acting

Schedule A

- Column I Shall refer to those teachers with an emergency vocational certificate and no bachelor's degree.
- Column II Shall refer to those teachers with an emergency vocational certificate but holding a bachelor's degree.
- Column III Shall refer to those teachers who possess a regular vocational certificate but no bachelor's degree.
- Column IV Shall refer to those teachers who possess a regular vocational certificate plus fifteen (15)* credits in addition to those credits required for certification but no bachelor's degree.
- Column V Shall refer to those teachers who possess a regular vocational certificate and thirty (30)* credits in addition to those credits required for certification but no bachelor's degree; OR those teachers possessing a regular teacher's certificate and a bachelor's degree.
- Column VI Shall refer to those teachers who possess a regular vocational certificate and forty-five (45)* credits in addition to those credits required for certification but no bachelor's degree; OR those possessing a regular teacher's certificate and a bachelor's degree plus fifteen (15) credits.
- Column VII Shall refer to those teachers who possess a regular vocational certificate and sixty (60)* credits in addition to those credits required for certification but no degree; OR those possessing a regular vocational certificate and a bachelor's degree; OR those possessing a regular teacher's certificate, a bachelor's degree, plus thirty (30) graduate credits.
- Column VIII Shall refer to those teachers who possess either a regular vocational certificate; OR a regular teacher's certificate and a master's degree.
- Column IX Shall refer to those teachers who possess either a regular vocational certificate; OR a regular teacher's certificate and a master's degree plus fifteen (15) graduate credits.
- Column X Shall refer to those teachers who possess either a regular vocational certificate; OR a regular teacher's certificate and a master's degree plus thirty (30) graduate credits.
- Column XI Shall refer to those teachers who possess either a regular vocational certificate; OR a regular teacher's certificate and a master's degree plus sixty (60) graduate credits.

Column XII Shall refer to those teachers who possess either a regular vocational certificate; OR a regular teacher's certificate and earned a doctorate.

*Relevant workshops, seminars, or other training programs that are in an individual's teaching field. The equivalence for training outside institutes of higher education shall be twelve and one half (12 1/2) hours of class time to one (1) credit. The Professional Development and Leaves Committee will be charged with determining the relevance of specific courses or program of study. It shall be the responsibility of the teacher to obtain a certificate of attendance and documentation of completion and duration of any training offered outside an institute of higher education.

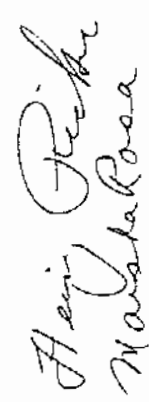


New Guide


Teachers Salary Guide

1990-91

Step	Col. 1	Col. 2	Col. 3	Col. 4	Col. 5	Col. 6	Col. 7	Col. 8	Col. 9	Col. 10	Col. 11	Col. 12
1	\$21,200	\$22,050	\$22,890	\$23,310	\$23,780	\$24,200	\$24,570	\$24,990	\$25,360	\$26,230	\$27,050	\$27,870
2	\$22,455	\$23,305	\$24,145	\$24,565	\$25,035	\$25,455	\$25,825	\$26,245	\$26,615	\$27,485	\$28,305	\$29,125
3	\$23,925	\$24,775	\$25,615	\$26,035	\$26,505	\$26,925	\$27,295	\$27,715	\$28,085	\$28,955	\$29,775	\$30,595
4	\$25,475	\$26,325	\$27,165	\$27,585	\$28,055	\$28,475	\$28,845	\$29,265	\$29,635	\$30,505	\$31,325	\$32,145
5	\$27,105	\$27,955	\$28,795	\$29,215	\$29,685	\$30,105	\$30,475	\$30,895	\$31,265	\$32,135	\$32,955	\$33,775
6	\$28,745	\$29,595	\$30,435	\$30,855	\$31,325	\$31,745	\$32,115	\$32,535	\$32,905	\$33,775	\$34,595	\$35,415
7	\$30,435	\$31,285	\$32,125	\$32,545	\$33,015	\$33,435	\$33,805	\$34,225	\$34,595	\$35,465	\$36,285	\$37,105
8	\$32,120	\$32,970	\$33,810	\$34,230	\$34,700	\$35,120	\$35,490	\$35,910	\$36,280	\$37,150	\$37,970	\$38,790
9	\$33,815	\$34,665	\$35,505	\$35,925	\$36,395	\$36,815	\$37,185	\$37,605	\$37,975	\$38,845	\$39,665	\$40,485
10	\$35,555	\$36,405	\$37,245	\$37,665	\$38,135	\$38,555	\$38,925	\$39,345	\$39,715	\$40,585	\$41,405	\$42,225
10.5	\$36,430	\$37,280	\$38,120	\$38,540	\$39,010	\$39,430	\$39,800	\$40,220	\$40,590	\$41,460	\$42,280	\$43,100
11	\$37,300	\$38,150	\$38,990	\$39,410	\$39,880	\$40,300	\$40,670	\$41,090	\$41,460	\$42,330	\$43,150	\$43,970
12	\$42,785	\$43,635	\$44,475	\$44,895	\$45,365	\$45,785	\$46,155	\$46,575	\$46,945	\$47,815	\$48,635	\$49,455
Guide Longe	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500	\$2,500



 Alejandra Rosa



 R. J. [unclear]



Vocational Technical Schools Secretaries' Guides

Category 1	1990-91	1991-92	1992-93
Step			
1	\$13,870	\$14,910	\$16,028
2	\$14,070	\$15,110	\$16,253
3	\$14,270	\$15,310	\$16,478
4	\$14,495	\$15,535	\$16,728
5	\$14,720	\$15,785	\$16,978
6	\$14,945	\$16,035	\$17,228
7	\$15,220	\$16,310	\$17,478
8	\$15,495	\$16,610	\$17,753
9	\$15,770	\$16,910	\$18,053
10	\$16,045	\$17,210	\$18,403
11	\$16,345	\$17,510	\$18,753
12	\$16,845	\$17,860	\$19,103
13	\$17,520	\$18,360	\$19,453
14	\$18,370	\$19,110	\$20,028
15	\$19,420	\$20,060	\$20,853

4-12-91

Heinrich
Marysa Rosa
[Signature]

Vocational Technical Schools Secretaries' Guides

Category 2	1990-91	1991-92	1992-93
Step			
1	\$14,220	\$15,287	\$16,434
2	\$14,470	\$15,537	\$16,659
3	\$14,720	\$15,787	\$16,934
4	\$14,970	\$16,037	\$17,209
5	\$15,220	\$16,287	\$17,484
6	\$15,470	\$16,537	\$17,759
7	\$15,720	\$16,837	\$18,034
8	\$16,070	\$17,137	\$18,359
9	\$16,420	\$17,487	\$18,684
10	\$16,820	\$17,887	\$19,084
11	\$17,395	\$18,337	\$19,509
12	\$18,270	\$18,937	\$20,009
13	\$19,145	\$19,887	\$20,659
14	\$20,370	\$20,837	\$21,684
15	\$21,520	\$22,187	\$22,709

4-12-91

Heinz Peltz

Musta Rosa

[Signature]

Vocational Technical Schools Secretaries' Guides

Category 3	1990-91	1991-92	1992-93
Step			
1	\$14,750	\$15,856	\$17,075
2	\$15,100	\$16,206	\$17,425
3	\$15,450	\$16,556	\$17,775
4	\$15,800	\$16,906	\$18,125
5	\$16,150	\$17,256	\$18,475
6	\$16,550	\$17,656	\$18,875
7	\$16,950	\$18,056	\$19,275
8	\$17,400	\$18,506	\$19,725
9	\$17,900	\$19,006	\$20,225
10	\$18,600	\$19,706	\$20,925
11	\$19,440	\$20,546	\$21,765
12	\$20,400	\$21,506	\$22,725
13	\$21,600	\$22,706	\$23,925
14	\$22,900	\$24,006	\$25,225
15	\$24,550	\$25,656	\$26,875

H-12-91

King Fisher
Marsha Rosa

[Signature]



Category 4

Step	1989-90	1990-91	1991-92	1992-93	
1	\$14,510	\$15,600	\$15,770	\$18,025	
2	\$14,910	\$16,000	\$17,170	\$18,425	400
3	\$15,310	\$16,400	\$17,570	\$18,825	400
4	\$15,810	\$16,900	\$18,070	\$19,325	500
5	\$16,510	\$17,600	\$18,770	\$20,025	700
6	\$17,410	\$18,500	\$19,670	\$20,925	900
7	\$18,320	\$19,410	\$20,580	\$21,835	910
8	\$19,220	\$20,310	\$21,480	\$22,735	900
9	\$20,120	\$21,210	\$22,380	\$23,635	900
10	\$20,980	\$22,070	\$23,240	\$24,495	860
11	\$22,030	\$23,120	\$24,290	\$25,545	1050
12	\$23,180	\$24,270	\$25,440	\$26,695	1150
13	\$24,600	\$25,690	\$26,860	\$28,115	1420
14	\$26,350	\$27,440	\$28,610	\$29,865	1750
15	\$28,250	\$29,340	\$30,510	\$31,765	1900
Joyce	\$28,250	\$30,790	\$33,565	\$36,585	

[Handwritten Signature]
5/9/91

