

**2008-2011 AGREEMENT BETWEEN**

**THE FEDERATION OF EDUCATIONAL  
SERVICES PROFESSIONALS**

**AND THE**

**BOARD OF EDUCATION OF THE  
CAMDEN COUNTY TECHNICAL SCHOOLS**

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## ARTICLE I

### RECOGNITION

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#### A. MEMBERSHIP

Pursuant to N.J.S.A. 34:13A-1 et seq., as amended and supplemented, known as the "New Jersey Employer-Employee Relations Act," the Board of Education of the Camden County Technical Schools recognizes the Federation of Educational Services Professionals (Federation) as the exclusive representative for collective negotiations concerning the terms and conditions of employment for guidance counselors, media specialist, parent/school liaison coordinators, coordinator of research and development, school psychologists, school social workers, learning disabilities specialists, job placement counselors, coordinator, payroll systems operator, payroll assistant computer systems operator, purchasing assistant, technical assistant and trainer/mentor, whether under contract or leave, employed or to be employed by the Board.

## B. DEFINITION

The term employee(s) when used hereinafter in this agreement shall refer to the employee(s) represented by the Federation.

## ARTICLE II

### NEGOTIATION PROCEDURES

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#### A. INITIATION DATES

In accordance with the provisions of N.J.S.A. 34:13A:1 et seq., as amended and supplemented, the parties agree to commence negotiations for a successor agreement no later than November first of the calendar year preceding the calendar year in which this agreement expires. The Federation shall provide to the Board written notification of their intent to negotiate by October 15th. The negotiations shall be a good faith effort to reach agreement on all matters relating to the terms and conditions of employment of the Federation members.

#### B. NEGOTIATING TEAM

Each party shall have sole control over the selection of their respective negotiating team members. Each party will empower its representatives with the authority to represent and speak for their constituents in the negotiating process. Negotiators from each party shall have the power to tentatively approve provisions subject to ratification by the Federation and the Board.

### C. MODIFICATION

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject matter of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. This Agreement shall be effective during its term as set forth in Article XVII hereof, subject to the Federation's right to negotiate over a successor agreement as provided above.

## ARTICLE III

### GRIEVANCE PROCEDURE

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- A. 1. A "grievance" is a claim by an employee or the Federation based upon the interpretation, application, or violation of a term or terms of this Agreement, board policies or administrative decisions affecting an employee or a group of employees, or the Federation.
2. A "grievant" is the employee or employees or the Federation making the claim.
3. A "party in interest" is the employee or employees making the claim and any person, including the Federation or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.
- B. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure, and it is intended by the parties that, if appropriate, discussions be held in an

attempt to resolve the grievance.

- C.
1. 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. Discussion - an employee with a grievance shall first discuss it with the division head either directly or through the Federation's designated representative, with the objective of resolving the matter informally.
  3. Level One - If the grievance is not resolved or if no response is made within five (5) calendar days after the discussion outlined above, the grievant may submit the grievance to the division head in writing. The division head shall respond in writing within ten (10) calendar days.
  4. Level Two - If the grievance is not resolved or if no written response is received from the division head in the allotted time, the grievant may within ten (10) calendar days of the answer or expiration of the allotted time submit the grievance in writing to the Superintendent of Schools. \*
  5. Level Three - If the grievance is not resolved or if the Superintendent does not respond in writing within ten (10) calendar days from the receipt of the grievance, the grievant may within ten (10) calendar days of the answer or expiration of the allotted time submit the grievance in writing to the Board of Education.
  6. Level Four - If the grievance is not resolved or if no written response is received from the Board within

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Wherever Superintendent of Schools is mentioned, it shall mean the Superintendent or his designee.

forty-five (45) calendar days the Federation only may within fifteen (15) calendar days of the answer or expiration of the allotted time submit the grievance to arbitration under the Voluntary Labor Arbitration Rules of the American Arbitration Federation.

7. Level Five-

- a. The arbitrator selected shall confer with the representatives of the Board and the Federation and hold hearings promptly and shall issue his/her decision. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Federation and shall be final and binding on the parties.
- b. In reaching a decision, the arbitrator shall be limited to the issues submitted and shall consider no other issues. The arbitrator shall neither add anything to nor subtract anything from this Agreement.
- c. The arbitrator shall not have the jurisdiction to determine the arbitrability of issues before him but rather such issues shall be determined by the appropriate administrative agency, quasi-judicial or judicial body, except that the arbitrator shall have jurisdiction to determine whether or not the parties in interest have met the time limitations imposed by the grievance procedure.
- d. The following matters shall not be arbitrable:
  - (1) The termination of or nonrenewal of the contract of a non-tenured employee.
  - (2) Any allegation that the Board has violated a right conferred upon an employee or a duty upon the Board by any administrative agency, court decision or the Laws of the State of New Jersey or the United States of America, where a method of review is available under the rules and regulations of said administrative agency or under or through a quasi-judicial or judicial body by virtue of a court decision or the Laws of the State of New Jersey or the United States of America.
  - (3) Any alleged violation of an employee's rights where the relief demanded by the employee is the payment of money damages for alleged wrongful discharge or the reinstatement of employment.

8. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Federation. Any other expenses incurred shall be paid by the party incurring same.

- D.
1. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
  2. 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 Federation, or any other participant in the grievance procedure by reason of such participation.

3. If, in the judgment of the Federation, a grievance affects a group or class of employees, the Federation may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only witnesses, parties in interest and their designated or selected representatives.
- E. To be considered timely under this procedure, a grievance must be filed within thirty (30) calendar days from the occurrence which caused the grievance or from the time the grievant should reasonably have known of the occurrence.

**ARTICLE IV**  
**EMPLOYEE RIGHTS**

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A. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to the N.J. Employer-Employee Relations Act, the Board hereby agrees that the employees of the Board shall have the right freely to organize, join and support the Federation for the purpose of engaging in collective negotiations and other Federation activities for mutual aid and protection, except strikes, walk-outs and the like. As a body exercising government power under code of law 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 the above mentioned "Act," or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Federation; his participation in any activities of the Federation; collective bargaining or any negotiations made with the Board or his institution of any grievance complaint or proceeding pursuant to this Agreement.

B. STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. Any alleged violation of said rights shall not be subject to the grievance procedure contained in this agreement. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. REQUIRED APPEARANCES

Whenever an employee is required to appear before the Superintendent or his designee, the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of his employment, or the salary or any increments pertaining thereto he shall be given prior written notice of the reasons for such meeting or interview and shall have the right to have a person of his choosing present to advise him and represent him during such meeting or interview.

D. CRITICISM IN PUBLIC

Any question or criticism by a supervisor or Board member of an employee or any question or criticism by an employee of a supervisor or Board member shall be made in confidence and not in the presence of students, parents or other public gatherings, unless required by law or at the request of the employee, supervisor or Board member. If an oral complaint concerning an employee is to be acted upon by his supervisor, the complaint shall be reduced to writing and the employee shall be given an opportunity to respond to it.

E. An employee shall not be disciplined, subject to a written reprimand or reduced in compensation, where such action is arbitrary, without rational basis or induced by improper motive.

**ARTICLE V**

**FEDERATION RIGHTS AND PRIVILEGES**

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A. INFORMATION

The Board will make available to the Federation upon request, public records of the Board.

B. USE OF SCHOOL BUILDINGS

Representatives and members of the Federation shall be permitted to utilize school buildings for Federation meetings at all reasonable times provided that such meetings shall not interfere with or interrupt normal school operations. Approval of the appropriate division head shall be required before the said use for said meetings.

C. USE OF SCHOOL EQUIPMENT

The Federation shall have the right to use typewriters, computers, duplicating equipment and calculating machines at reasonable times when such equipment is not in use, upon prior written approval of the Superintendent or his designee. The Federation shall pay for the reasonable cost of all materials, supplies and equipment incidental to such use.

D. The Federation shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary and without the approval of the appropriate division heads, or other members of the administration, which use shall be for the ordinary professional activity of the Federation. The Board assumes no responsibility for the material placed therein.

E. EXCLUSIVE RIGHTS

The rights and privileges of the Federation and its members, as set forth in this Agreement, shall be granted only to the Federation as the exclusive representative of the employees and to no other organization.

**ARTICLE VI**

**EMPLOYEE WORK YEAR AND HOURS**

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A. EMPLOYEE WORK YEAR

The Bargaining Unit shall consist of 10 month and 12 month employees as determined by the Board.

1. As to 12 month employees:

(a) The employee work year shall be twelve (12) months on a fiscal year basis (July 1 to June 30). During the teachers' school year (first work day for teachers in September and last work day for teachers in June), employees shall be required to be in attendance when teachers are required to be in attendance; however, the work hours per day shall be as set forth in subsection B1.

(b) Between the last day for teachers in June and the first day for teachers in September, employees shall be required to be in attendance daily from Monday to Friday, except for the official Fourth of July holiday, any approved vacation or leave day and any day that the schools are closed.

2. As to 10 month employees:

- (a) The employee work year shall be from September 1st to June 30th. During the teacher's school year (first work day for teachers in September and last work day for teachers in June) employees shall be required to be in attendance when teachers are required to be in attendance; however, the work hours per day shall be as set forth in subsection B1.
- (b) Between the last work day for teachers in June and June 30th and September 1st and the first work day for teachers in September, employees shall be required to be in attendance daily from Monday to Friday, except for any approved leave day and any day that schools are closed.

**B. EMPLOYEE HOURS**

- 1. Between the dates of September 1st and June 30th the employees' regularly scheduled work day shall commence between 7:00 A.M. and 8:00 A.M. and shall be eight (8) hours including lunch. The start time of the employees' work day shall be as determined by the Superintendent or his designee. Between the dates of July 1st and August 31st, the employees' work day shall commence no later than 9:00 A.M.; end no later than 4:00 P.M. and shall be seven (7) hours including lunch. On in-service days, staff hours shall be the same as those of the teaching staff.
- 2. The employees recognize and accept that their positions and responsibilities must be met, and, to accomplish this, the employee may be called upon occasionally to work before and after regularly scheduled hours and/or on weekends. In view of the above, the employee may occasionally request an adjustment of his scheduled work hours. Said adjustment is subject to the approval of the Superintendent or his designee.
- 3. In the event that a unit member accompanies a school sponsored activity which extends to an overnight, he/she shall receive \$99.00 for the 2008-2009 school year; \$104.00 for the 2009-2010 school year; \$109.00 for the 2010-2011 school year.
- 4. Members of the Technical Services Department shall work a 7.5 hour day between September 1 and June 30, and a 7 hour day between July 1 and August 31.
- 5. Late Arrival/Early Departure
  - a. Unit employees shall make every effort to notify their immediate superior of their impending last arrive for work.
  - b. Requests for approval of an early departure shall be made to the Division Head on or before 9:00 A.M. on the day of departure on a form entitled "Request for Late Arrival/Early Departure" (in triplicate) which shall contain the reason therefor. The requesting employee shall be notified prior to the end of the fourth period of the day the request has been made. If the request is denied, the specific reason therefore shall be stated on the request form. The only exception to the above notification shall be an extreme emergency or sudden illness in which case the form shall be completed upon the employee's return to work. In such a situation, the request shall be made orally through the appropriate division head's office and there shall be a response within 10 minutes. Copies of the request shall be distributed to the employee and the employee's file.

Employees shall follow the appropriate sign in/out procedures for their division when arriving late or departing early.

c. Definitions

(1) Lateness to Work:

Four (4) occasional lateness to work annually, (within 72 minutes of starting time), shall be charged as a half (½) day absence. Each group of four (4) latenesses shall be considered to tally a half (½) day absence.\*

(2) Four (4) occasional leaving work early annually (within 60 minutes of leave time), shall be charged as a half (½) day absence. Each group of four (4) occasional leaving work early shall be considered to tally a half (½) day absence.\*

(3) Record Keeping

Record keeping for occasional lateness and leaving work early will be maintained by the division head. The data will be reported to the Assistant Superintendent for entry into employee's attendance record. When the employee accumulates four (4) days of lateness to work or four (4) days leaving work early or a combination of thereof, the employee shall be charged with a half (½) day absence on the accumulated fourth (4<sup>th</sup>) day for each group of absences. These days shall be subtracted from personal days or, if none exist, from salary.

(4) Other situations that occur beyond the scope of the above items shall be dealt with on an individual basis at the discretion of the division head and in accordance with the current labor agreement.

## ARTICLE VII

### VACATIONS

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#### A. TIME ALLOTTED

1. All 12 month employees hired prior to July 1, 1998 covered by this Agreement shall earn twenty-three (23) vacation days per contract year and such time shall be available for use in the following contract year. Twelve month employees hired effective July 1, 1998 and thereafter shall be entitled to twenty (20) such vacation days. The vacation time earned for an employee who has worked less than a full contract year shall be prorated.
2. Twelve month technical assistants shall be entitled to vacation as follows: Any technical assistant hired between July 1 and the succeeding January 1 of any calendar year shall be considered to have completed the necessary time to earn two (2) weeks vacation effective the following June 30<sup>th</sup>. Any 12 month technical assistant hired after January 1<sup>st</sup> shall earn one vacation day for each full month of employment between January 1<sup>st</sup> and June 30<sup>th</sup> of that year.
  - a. One full year through the completion of eight (8) years of service=2 weeks
  - b. Upon completion of nine (9) years through

completion of fifteen (15) years of service=3 weeks

c. Upon completion of sixteen (16) or more years of service=4 weeks

## B. USE OF VACATION TIME

Employees must submit their vacation requests to the Superintendent or his designee for approval on or before June 1. The employee will be advised of its approval by June 15. It is recognized that the majority of the vacation time is to be taken during the months of June, July and August. However, up to five (5) vacation days may be used at a later date within the school year, or carried over with the prior written approval of the Superintendent or his designee. It is further recognized that all approved vacation time must take into account the smooth operation of the district.

The employees recognize that occasionally emergencies arise that require them to work during scheduled vacation time. These emergencies include but are not limited to the following: unexpected resignations, difficulty in finding qualified staff, scheduling difficulties and/or computer problems. When these situations occur and the employee is able to alter his scheduled vacation and does work and, with the prior approval of the Superintendent or his designee, the employee may use all or a portion of unused vacation time.

C. An employee who resigns or retires during the contract year shall receive payment for any accrued unused vacation days at his/her per diem rate. In the event of death during the contract year such payment shall be made to the employee's estate.

## ARTICLE VIII

### ASSIGNMENTS, TRANSFERS AND PROMOTIONS

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- A. All employees currently employed shall be given written notice of their campus, building and individual assignment for the forthcoming year not later than May 31st. A list of said assignments shall be available for inspection by the Federation in the office of the appropriate division head beginning not later than June 15th.
- B. 1. All vacancies for employees shall be filled pursuant to the following:
- (a) Such vacancies shall be publicized through the posting of a notice in each school and division with a forwarding of the same notice to the Federation.
    - (1) Such notice shall be posted as far in advance of the date of filling the vacancy as possible and in no event less than seven (7) calendar days in advance of filling the vacancy.
  - (b) Said notice of vacancy shall clearly set forth the job description, the minimum qualifications, the rate of compensation, and last

date for filing applications. Vacancies shall be filled on the basis of the qualifications as posted.

- (c) Employees who desire to apply for such vacancies shall file applications in writing with the office of the Superintendent within the time limit specified in the notice.

C. Employees who desire a change in division, or campus assignment will file a written statement of such request with the Superintendent. Such statement shall include the division or campus to which the employee desires to be assigned. Such requests for transfer and/or reassignment for the following year shall be submitted no later than May 1.

D. In the event of an involuntary transfer from campus to campus of an employee, the Board shall make every effort to provide at least 30 calendar days notice of same; however, the employees recognize that needs of the students and the smooth operation of the district or emergent conditions may result in the Board's inability to provide such notice.

## ARTICLE IX

### EVALUATION PROCEDURES AND PERSONNEL FILES

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A. Formal observations of the work performance of employees shall be conducted in accordance with the following standards:

1. Tenured employees shall be observed a minimum of once per school year.
2. Each non-tenured employee shall be observed a minimum of three (3) times per school year.
3. At least one (1) observation shall be conducted by the appropriate division head or his designated representative.
4. All required observations shall be completed prior to April 1. Employees may also be observed after April 1.
5. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee. Electronic devices may be used with the consent of the employee. Any tape or film record so resulting shall be destroyed upon the request of the employee.

6. Before any observation or evaluation report is finalized, such report shall be discussed at a conference of the employee and the observer. After the completion of this conference, the report will be finalized and a copy of the report given to the employee who shall acknowledge receipt of same.
7. All instruments used in evaluating the work performance of employees shall stress the positive aspects of observation and evaluation, shall be constructed in a manner which will help the employee work with students more effectively, and shall also be used as a part of the total administrative evaluation procedures in making determinations on continued employment.

#### B. PERSONNEL FILES

1. Employees shall have the right, upon request, to review the contents of their personnel file two (2) times per year.  
  
Confidential recommendations which were submitted on behalf of the employee upon employment in the school system shall not be subject to this review.
2. If there is any material in the personnel file which the employee

believes to be derogatory, the employee may submit a written answer to such material which shall be placed in the file.

3. All employees have the right to make copies of any documents in the personnel file.

4. Personnel files which are maintained by the Superintendent, Assistant Superintendent and Division Heads shall be open for inspection as provided herein, provided notice of said inspection is given to the appropriate custodian of the file twenty-four (24) hours in advance. Any other personnel file maintained in addition to those mentioned herein shall also be open for inspection; however such files shall be considered as unauthorized and any material in such files shall not be used in any way to influence any judgment made regarding any employee.

## ARTICLE X

### LEAVES OF ABSENCE

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#### A. SICK LEAVE

1. Ten (10) month employees shall be entitled to 10 sick leave days each school year and twelve (12) month employees shall be entitled to 12 sick leave days each school year. If employed on a temporary basis during the summer months, ten month employees shall be entitled to utilize accumulated sick leave. Said leave shall accumulate as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. This accumulated sick leave shall be available for use as sick leave in subsequent years.
2. In case of sick leave claimed, a board of education may require a physician's certificate to be filed with the secretary of the board of education in order to obtain sick leave. (N.J.S.A. 18A:30-4).
3. Upon returning from any absence due to illness, an employee will fill out a scannable form entitled "Absence Form." The employee will follow the directions printed on the form, sign the form and turn it in to the office of the division head for approval. This form will be in triplicate. A copy will be placed in the employee's file, one sent to the

immediate supervisor, and another returned to the employee. If a physician's certificate is required under the provisions of 2 above, it shall be placed in the employee's file.

4. Employees shall be given a written accounting of accumulated sick leave days no later than October 30th of each school year.

## B. TEMPORARY LEAVES OF ABSENCE

1.
  - a. Personal leave - A request for approval of all absences will be made at least two (2) days in advance of the expected absence on the form entitle "Request for Temporary Leave." The only exception to the two-day advance notification will be an extreme emergency or sudden illness.
  - b. The request will be made in triplicate. One copy will be returned to the employee making the request, signed by the division head. One copy will be placed in the employee's file and one copy will be sent to the immediate supervisor.
  - c. Anyone having to take a personal day under emergency conditions and not able to submit the request two days in advance, will do so immediately upon return to school.

2. Absence without salary deduction shall be allowed in the amount of up to five (5) days due to death in the immediate family. Immediate family is defined as a parent, child, spouse or any relative living in the employee's household.
3. Absence without salary deduction shall be allowed for three (3) days in any one school year provided that the need for such days is to perform personal business. Personal business shall be defined to include the observance of religious holidays. Except in the case of an extreme emergency, such days may not be taken on the day immediately before or after a school holiday. Any such days not utilized in a school year shall accumulate as sick leave pursuant to "SICK LEAVE - ARTICLE X" as of July 1st or September 1st of the succeeding school year, as the case may be.
4. Absence without salary deduction shall be allowed for a required appearance in a court of law or before an administrative agency, provided the employee is not a defendant in a criminal action, and provided further that the appearance does not involve an adversary action between the Board and the employee, except as otherwise provided in N.J.S.A. 18A:16-6.1 under the terms of which expenses of

hearing shall be construed to include salary.

5. In case of required jury duty, an employee shall be allowed time off for jury service. He/she shall be paid the difference between his/her regular pay and jury pay.
6. Other leaves of absence with pay may be granted at the discretion of the Board or the Superintendent.
7. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

#### C. EXTENDED LEAVES OF ABSENCE

1. 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.

#### 2. EXTENDED DISABILITY LEAVE

- a. Due to a medical disability, an employee shall be granted an extended leave of absence without pay (subject to Paragraph d hereof) if any one of the following conditions exists:

- (1) A notable and substantial decrease in work performance.
- (2) The production of a certification from a medical doctor

that the employee is medically unable to continue to work.

- b. The Board shall have the right to have such an employee examined by its own physician, and, in the event of a disagreement between the Board's physician and the employee's physician on such ability or inability, the question shall be referred to a third physician designated by mutual agreement of the employee and the Board, or, if no such agreement can be reached, by the Camden County Medical Society, for final and binding resolution. The expenses of the third physician shall be paid by the Board.
- c. During the period of the employee's personal medical disability, accumulated sick leave benefits in accordance with "SICK LEAVE - ARTICLE X" shall be paid until such benefits are exhausted or the personal medical disability has terminated.
- d. When the seeking of an extended leave of absence for medical disability can be anticipated, an employee shall file a written request for such leave with the Superintendent or his designee at least thirty (30) days in advance of the anticipated date on which said leave is to commence. The request shall specify therein the

date upon which, subject to medical confirmation, the employee proposes to return. Upon termination of the medical disability, the employee shall return to work, resign, retire or apply for other leave. In the event of disagreement, the date of such termination shall be established as set forth in Paragraph b above.

- e. Application for extended medical disability shall not be granted beyond June 30 of the current school year. In the event an employee wishes to continue on extended medical disability for all or part of the ensuing school year, an application for such status shall be made during the month of June accompanied by appropriate medical certification and shall be granted by the Board. In the event the continued extended medical disability is for part of the ensuing school year and there is a change in the employee's medical status during the school year, the Board shall, upon submission of an additional application and appropriate medical certification, make changes in said leave. In the event of a question concerning the certification, it shall be resolved in accordance with Paragraph b above.

### 3. CHILD REARING LEAVE

Upon completion of a disability leave in accordance with Paragraph 2 above, an employee may make application to the Board for an unpaid child rearing leave of absence. Upon application, said leave shall be granted by the Board for a period not to extend beyond the end of the contract year in which leave is requested to commence for non-tenured employees and shall not extend beyond the beginning of the second September 1 from the date on which said leave is to commence for tenured employees. The date of the requested return by the employee may be adjusted by the Board, in its discretion, to commence in January or September following the end of the requested leave.

4. Other leaves of absence without pay may be granted at the discretion of the Board.
5. All extensions or renewals of leaves shall be applied for and responded to in writing.
6. An employee shall not accrue sick leave and vacation time while on an extended leave of absence. Upon return from an extended leave of absence, any sick leave or vacation time that had been accrued by the employee before going on the extended leave of absence (and not utilized by him/her) shall be restored to him. The employee shall be

assigned to substantially the same position he held at the time his leave commenced.

7. STATE AND FEDERAL FAMILY LEAVE ACTS

- a. The employer will implement the provisions of the State and Federal Family Leave Acts. Approval shall be granted for requested leave in accordance with applicable laws and interpretive regulations. Leaves taken under the Federal Family and Medical Leave Act and the New Jersey Family Leave Act shall be subject to all provisions of those laws.
- b. Employees requesting leave must comply with the minimum notice requirements and procedures specified under the applicable laws.

## ARTICLE XI

### PROTECTION OF EMPLOYEES

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- A. Whenever an employee becomes aware of a condition which the employee feels may be, or has the potential of being a hazard to the safety, health or welfare of the employee, the students, the property of either, or of the school, the employee shall report that condition to the division head or other appropriate person. The condition shall be promptly investigated, and, if not corrected, the result of the investigation will be reported to the employee.
- B. As specified in 18A:6-1, an employee may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary: to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of a pupil; for the purpose of self-defense; and for the protection of persons or property.
- C. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their division head in writing.

2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.
- D. The Board shall review any claims (after receiving such verification as it shall request) on a case-by-case basis, made by employees for damages to their personal property arising out of and in the course of the performance of their duties as federation members and shall pay all or such part of such claims, not reimbursed to the employee by the Board's workers compensation carrier, as the Board in its absolute discretion shall deem appropriate. In no event shall such payment exceed Four Hundred Eighteen Dollars (\$418.00) for the 2009-2010 and Four Hundred Thirty-Seven Dollars (\$437.00) for the 2010-2011 school year.
- E. As specified in N.J.S.A. 18A:16-6 and 18A:16-6.1, employees shall be indemnified by the Board against civil actions and in certain criminal actions.

## ARTICLE XII

### DEDUCTIONS FROM SALARY

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#### A. INCOME PROTECTION INSURANCE

The Board agrees to deduct from the salary of each employee from whom it receives authorization to do so, the required amount for the payment of premiums for any two of the following disability insurance and income protection plans:

Allen Associates

American Federation of Teachers Paycheck Protector Plan

New Jersey State Federation of Teachers Disability Income Insurance Plan.

The amounts deducted shall be forwarded to the appropriate carrier promptly.

#### B TAX SHELTERED ANNUITY

An employee may authorize the Board to take deductions from his salary for the purpose of tax sheltered annuities pursuant to the provisions of N.J.S.A. 18A:66-127, et seq., and the terms of a group contract approved by the Board.

#### C. Each employee may individually elect to have a specified amount of his

monthly salary deducted from his pay and deposited in one agency mutually agreed upon by the parties; provided that said specified amount does not equal 100% of said disposable salary.

**ARTICLE XIII**

**COMPENSATION AND OTHER BENEFITS**

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**A. SALARY**

1. The salary of each eligible employee covered by this Agreement shall be as listed in Schedule A.

A 10 month employee employed for at least 95 school days in any school year and a 12 month employee employed for at least 6 months in any fiscal year (July 1 to June 30) and not on extended leave of absence, shall be eligible to receive a salary increase for the following fiscal year.

2. Employees accepting positions as Child Study Team Chairpersons shall receive additional compensation as follows:

SCHOOL YEAR	COMPENSATION
2008-2009	\$1,897.00
2009-2010	\$1,982.00
2010-2010	\$2,071.00

3. In the event that a ten month member is employed during July or August, said member shall be compensated at one two-hundredth (1/200) of his/her prevailing salary per day employed.

**B. MEDICAL BENEFITS**

1. The Board agrees to continue its present policy for the paying of coverage of employees and dependents under the New Jersey State Health Plan.

2. The Board agrees to continue the present coverage for employees and dependents for a prescription drug plan. Effective 7/1/07, the Board shall pay for coverage of its unit employees and dependents for a prescription drug plan with a \$5.00 co-pay for generic drugs and a \$15.00 co-pay for legend drugs. Effective 1/1/10, the Board shall pay for coverage of its unit employees and dependents for a prescription drug plan with a \$0 co-pay for generic drugs purchased by mail, \$15.00 for legend drugs purchased by mail, a \$5.00 co-pay for generic drugs and a \$15.00 co-pay for legend drugs.

3. The Board agrees to continue the present coverage for employees and dependents under its existing dental health plan and further agrees to provide as an option a flagship dental plan provided that the Board continues to qualify for same and the flagship dental plan does not result in premium payments higher than those for the Board's basic dental plan.

4. The parties agree to establish a Section 125 (I.R.S. Code) plan for the purpose of making available a cash option.

a. An employee otherwise entitled to health, dental or prescription insurance coverage shall have the option to withdraw

from such coverage and to be paid a sum equal to 25% of the premium coverage for each year that the withdrawal remains in effect. All withdrawals from insurance coverage shall be for a minimum of one year corresponding to the benefits period established by the carrier. The cash payment shall be made 50% in June and 50% in December. The school business administrator will annually give the association president the current rates for all plans.

b. Notwithstanding the above, employees who have a change in status (e.g. termination of employment, divorce (copy of decree required), legal separation (copy of decree required), death (copy of certificate required), group contract/policy terminated, military discharge (form DD214 required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the plan year provided the employee gives the Board notice of the change in status within 60 days of the event causing the change. Otherwise, all elections for a cash option shall be in effect, for the entire twelve (12) month benefit period. The Board's obligation for the cash option shall be prorated for those employees subject to a change in status.

c. Return to the benefits plan for reasons other than change of status is subject to the terms of the carrier.

### C. PAY PERIODS

1. Employees shall receive their paychecks on the 15th and 30th of each month.
2. When a pay period falls on or during a school holiday or weekend, the employee shall receive his/her paycheck on the last working day before the holiday or weekend.
3. When a pay period falls during an employee's scheduled vacation days of at least 5 work days in duration, the employee may request that the paycheck be available on the last work day before the vacation. Said request must be made at least two weeks prior to the last work day.

### D. PAYMENT FOR ACCRUED SICK LEAVE

Any employee who has been employed by the Board for a period of ten (10) years or more and who leaves such employment shall be paid \$63.00 per day for the 2008-2009 school year, \$66.00 per day for the 2009-2010 school year and \$69.00 per day for the 2010-2011 school year for each unused accumulated sick day for no more than 175 days for the 2008-2009 school year, 183 days for the 2009-2010 school year and 191 days for the 2010-2011 school year. This provision shall not apply to any employee whose employment is terminated as a result of a decision of an administrative agency or a Court of competent jurisdiction. In the event of death, any monies due

shall be paid to the employee's estate.

- E. The Board of Education shall pay the tuition, fees and related expenses for any employee to attend workshops or seminars provided the prior approval of the Superintendent and the Board of Education is received. The request shall identify the workshop/seminar and indicate the detailed, anticipated related expenses in addition to the precise fees and tuition. Receipts for all expenses (except mileage) must be submitted.
  
- F. All employees who may be required to use their vehicles in the performance of their duties shall be reimbursed by the Board at the rate approved by the Internal Revenue Service.
  
- G. PERFECT ATTENDANCE

Unit members accruing perfect attendance for a full school year will receive payment of \$100.00 for that year. Perfect attendance shall mean being present for each entire day as defined in this contract except for the use of personal days for the observance of religious holidays as defined for each school year by the New Jersey State Department of Education.

## **ARTICLE XIV**

### **REDUCTION IN FORCE**

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- A. If a reduction in force is being considered, the Board shall notify and consult with the Federation as soon as practicable, but not less than thirty (30) days before the layoff is to take place.
  
- B. Any reduction in force shall be carried out in accordance with N.J.S.A. 18A:28-8 et seq.

## ARTICLE XV

### TUITION REIMBURSEMENT PLAN

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- A. The Board shall pay the prevailing graduate rate per credit hour at Rowan College for no more than nine (9) credit hours per employee per school year. In order to assure reimbursement, employee must complete and submit the form titled “Prior Approval of Course for Tuition Reimbursement” to the Superintendent for approval before beginning the course. Approval by the Superintendent will be in accordance with the criteria listed below.
1. This Article shall not apply to any employee who holds an emergency or provisional certificate in his subject area of assignment.
  2. Expenses to be reimbursable to the employee in June upon successful completion of the course.
  3. Courses must be taken at a college accredited for certification by the New Jersey State Department of Education.
  4. The total number of credits to be reimbursed for the unit shall not exceed 126.
- B. Technology Professionals Sub-Unit employees shall also be entitled to be reimbursed for approved coursework up to the amount equal to the prevailing

Rowan University per credit rate of nine (9) credit hours for coursework leading to the industry standard technology certification.

## ARTICLE XVI

### MISCELLANEOUS PROVISIONS

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- A. The Board and the Federation agree that there shall be no discrimination in the hiring, training, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, color, creed, religion, national origin, sex, domicile or marital status.
  
- B. This agreement constitutes Board policy for the term of said Agreement and the Board and Federation shall carry out the commitments contained herein and give them full force and effect.
  
- C. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Federation before they are established.
  
- D. Any individual contract between the Board and an employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and

conditions of this Agreement, except such contract shall be issued for no longer than one (1) year, shall be in the form as prepared and distributed by the New Jersey Commissioner of Education pursuant to N.J.S.A. 18A:27-6, shall contain a sixty (60) day termination clause and shall be provided to each employee by July 1st of the employment year. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Subject to the provisions of this Agreement, the Board reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by Boards of Education in the management of the school districts.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, either party shall do so, in writing, at the following addresses:

1. If by Federation, to Board: c/o President, Camden County Technical Schools, 343 Berlin-Cross Keys Road, Sicklerville, New Jersey

08081-4000.

2. If by Board to Federation: Federation of Educational Services Professionals, c/o President (at school presently assigned).

**ARTICLE XVII**

**DURATION OF AGREEMENT**

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- A. In the event that any portion of this Contract shall be deemed to be in violation of the law, the remainder of the contract shall remain in full force and effect.
- B. The duration of this Contract shall be from July 1, 2008 to June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries this \_\_\_\_ day of \_\_\_\_\_, 2010.

THE BOARD OF EDUCATION OF THE  
TECHNICAL SCHOOL IN THE COUNTY OF  
CAMDEN

By: \_\_\_\_\_  
Gayle Schmidt, President

Attest:

\_\_\_\_\_  
James M. Clark, Secretary

THE FEDERATION OF EDUCATIONAL  
SERVICES PROFESSIONALS

By: \_\_\_\_\_  
— Anthony DePrince, President —

Attest:

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Monique Randolph, Secretary

**SCHEDULE A**

1. **Starting salary:** For new employees\*, the minimum starting salary shall be as follows: \$46,000 for the school year 2008-2009, \$47,000 for the school year 2009-2010 and \$48,000 for the school year 2010-2011.
  
2. The established entry level salary does not preclude the award of a higher salary, based on education and experience, to incoming personnel at the discretion of the Superintendent and Board of Education.

<b>Name</b>	<b>2008/09 Salary</b>	<b>2009/10 Salary</b>	<b>2010/11 Salary</b>
	\$82,050	\$85,015	\$87,890
	\$92,265	\$95,230	\$98,105
	\$88,385	\$91,350	\$94,225
	\$58,000	\$60,965	\$63,840
	\$56,670	\$59,635	\$62,510
	\$71,310	\$75,275	\$79,150
	\$48,000	\$50,965	\$53,840
	\$62,947	\$66,412	\$69,787
	\$29,056	\$30,656	\$32,356
	\$70,650	\$73,615	\$76,490
	\$58,570	\$62,535	\$66,410
	\$50,000	\$53,465	\$56,840
	\$82,293	\$85,258	\$88,133
	\$73,650	\$78,115	\$82,490
	\$58,970	\$61,935	\$64,810
	\$47,041	\$50,006	\$52,881
	\$81,490	\$84,455	\$87,330
	\$51,691	\$54,656	\$57,531
	\$81,490	\$84,455	\$87,330

		\$57,000	\$59,875
Name	2008/09 Salary	2009/10 Salary	2010/11 Salary
	\$73,878	\$76,843	\$79,718
	\$30,000	\$31,600	\$33,300
	\$84,936	\$87,901	\$90,776
	\$79,900	\$82,865	\$85,740
	\$61,670	\$64,635	\$67,510
	\$50,289	\$53,254	\$56,129
	\$65,070	\$68,035	\$70,910
	\$56,570	\$60,035	\$63,410
		\$50,000	\$52,875
	\$86,833	\$89,798	\$92,673
	\$59,050	\$63,015	\$66,890
		\$50,000	\$52,875
	\$49,761	\$52,726	\$55,601
	\$57,070	\$60,035	\$62,910

\*Excluding the following positions:

Computer Support Technical Assistant

Help Desk Technical Assistant

Payroll Systems Operator

Payroll Assistant Computer Systems Operator

Purchasing Assistant

Technology Operations Coordinator

Robert C. Neugebauer, President  
The Federation of Educational Services Professionals  
343 Berlin-Cross Keys Road  
Sicklerville, NJ 08081-4000

In Re: School Closing for Emergency Purposes:

The Board of Education's position concerning the closing of the Camden County Technical Schools for emergency purposes (such as for weather, bomb scares, infrastructure failures and similar problems) shall be as follows provided, however, this shall not apply to employee regular work hours pursuant to the terms of a negotiated unit or individual labor contract.

In the event an emergency as defined above occurs, the following procedures shall apply:

(1) The superintendent\* shall notify the division heads by the most expedient means to make the appropriate contacts to return the buses to the school or schools. The division head shall then oversee the proper delegation of students to their classrooms, bus assembly areas, or such other areas that shall give the administration control over such students until they are able to enter their buses and be transported away from the school campus.

(2) During the course of the students leaving the campus, the division head shall not release any employees that have supervision of students; but may, in the division head's sole discretion, release those employees that may not be so involved. Personnel who are present (when an emergency situation arises) on a campus other than the one to which their supervising division head is assigned shall accept direction, including assignments and permission for release, from the division head (or his/her designee) of the campus on which they are present during the emergency.

(3) Once all students have exited a division head's assigned school campus, the division head shall release all remaining employees and shall report such state of affairs to the superintendent who shall then release such division head to leave as well.

The above shall be subject to further discussion at the request of either party at any time. Will you please sign the copy of this letter thereby indicating your agreement with the above.

Very truly yours,

THE BOARD OF EDUCATION OF THE  
CAMDEN COUNTY TECHNICAL SCHOOLS

By: \_\_\_\_\_  
N. John Amato, President

The Association agrees with the above.

By: \_\_\_\_\_  
Robert C. Neugebauer, President

\*The word "superintendent" shall include his/her designee.