

AGREEMENT
BETWEEN THE
BOARD OF EDUCATION OF THE
CAMDEN COUNTY TECHNICAL SCHOOLS
AND THE
ADMINISTRATORS' ASSOCIATION OF
CAMDEN COUNTY TECHNICAL SCHOOLS
2011-2014 SCHOOL YEARS

DATED: 10/24/12

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ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Administrators' Association of Camden County Technical Schools (hereinafter referred to as "the Association") as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the positions of all employees working under the certificate of principal or supervisor (in addition to any members who were grandfathered into the Administrators' Association of the Camden County Technical Schools as of September 1, 2011), whether under contract or on leave, employed or to be employed by the Board for their services.
- B. For purposes of clarity, terms crucial to the interpretation of this Contract are listed below: Employee, administrator or administrative personnel, when used hereinafter in this Agreement, shall refer to all professional administrative employees represented by the Association in the negotiating unit as defined above, and all references to "males" shall include "females."
- C. The Board recognizes that members of the unit are management and participate as requested by the Superintendent or his/her designee in an advisory capacity in management decisions as they relate to their responsibilities. The parties agree to support the above concept.

ARTICLE II

NEGOTIATIONS PROCEDURE

A. DEADLINE DATES

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall begin in the fiscal year of the current contract with a meeting to be held at a mutually satisfactory place within 15 days after receipt of a notice of intent to commence negotiations. Said notice shall not be given prior to October 15 of such year. The parties can mutually agree to an extension of time.

B. NEGOTIATING TEAM AUTHORITY

Neither party shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representative shall be clothed with all necessary power and authority to make proposals, make counter proposal, tentatively approve provisions in the course of negotiations and recommend to their respective parties the total agreement as reached by the negotiating representatives. It is mutually agreed that such tentative approval is subject to ratification by the Association and 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 times 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 XV hereof, subject to the Association's right to negotiate over a successor agreement as provided above.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

The term "grievance" means a complaint or a claim that there has been an improper application, interpretation or a violation of any term or provision of this Agreement, board policies or administrative decisions affecting a member, a group of members or the Association.

B. PURPOSE

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

C. PROCEDURE

1. FILING A GRIEVANCE

A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as a representative of a group or a class whose individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within forty-five calendar days of the occurrence which caused the grievance.

2. FAILURE TO COMMUNICATE A DECISION

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time limits may be extended by the mutual written consent of the parties.
- b. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3. INFORMAL ATTEMPT TO RESOLVE A COMPLAINT

An individual who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the Superintendent. In such event, if the problem is not resolved to the satisfaction of the Association within fourteen (14) calendar days after the conclusion of the discussion, the procedures prescribed in the subsections of this section shall become applicable.

4. LEVEL ONE - IMMEDIATE SUPERVISOR

If, as a result of the discussions, the matter is not resolved to the satisfaction of the Grievant within fourteen (14) calendar days, he shall set forth his grievance in writing to his immediate supervisor specifying:

- a. The nature of the grievance and the provision of the contract it is claimed was violated.
- b. The nature and extent of the injury, loss or inconvenience.
- c. The result of the previous discussion.
- d. The dissatisfaction with decisions previously rendered. The immediate supervisor shall communicate his decision to the Grievant or other parties in writing within fourteen (14) calendar days of receipt of the written grievance.

5. LEVEL TWO - SUPERINTENDENT OF SCHOOLS

The Grievant, no later than fourteen (14) calendar days after receipt of the immediate supervisor's decision, may appeal that decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the immediate supervisor and the Grievant's dissatisfaction with the decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days. The Superintendent shall communicate his/her decision in writing to the Grievant and as may be applicable, the Association.

6. LEVEL THREE - THE BOARD OF EDUCATION

If the grievance is not resolved to the Grievant's satisfaction, he/she, no later than fourteen (14) calendar days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing to the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and may at its

discretion, hold a Hearing with the Grievant. In any event, the Board shall render a decision in writing to the Grievant within forty-five (45) calendar days of receipt of the grievance by the Board, unless extended by mutual consent of both parties.

7. LEVEL FOUR – ARBITRATION

If the grievance is not resolved, the Association only may within fifteen (15) calendar days of the answer or expiration of the (Level Three) allotted time submit the grievance to arbitration pursuant to the rules and regulations of the Public Employment Relations' Commission.

- a. The arbitrator selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his 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 Association 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/her 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 non-renewal 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. RIGHT TO REPRESENTATION

Rights of employees to representation shall be as follows: Any Grievant may be represented at all stages by himself or, at his option, by a representative and/or an attorney selected and approved by the Association.

When a Grievant is not represented by the Association in the processing of a grievance, the Association shall be notified at the time of the submission of the grievance to the Superintendent or at any later level that the grievance is in process. The Association shall have the right to be present and present its position in writing

at all discussion or hearing sessions held concerning the grievance after receipt of such notice. The Association shall receive a copy of all decisions rendered by the Superintendent and/or the Board.

The Board and the Association shall insure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her grievance and any appeals concerning same.

9. 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.

10. MEETINGS AND HEARINGS

No meeting or hearing under this procedure shall be public. The only parties in attendance shall be the parties-in-interest and the designated or selected representatives contemplated in this article.

D. COSTS

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same. Grievance proceedings shall be scheduled during non-work hours so that time spent during such procedures shall not be charged to personal time nor shall there be any loss in pay.

ARTICLE IV

EMPLOYEE RIGHTS

A. RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other Association 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 Chapter 123, Public Laws of 1974, 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/her membership in the Association; his/her participation in any activities of the Association (except as limited above); collective negotiations with the Board or his/her 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. The Board states this is all inclusive as to statutory citations applicable to this contract.

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/her employment, or the salary or any increments pertaining thereto he/she 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/her choosing present to advise the employee and represent the employee during such meeting or interview. Any suspension shall be in accordance with the required statutory procedures as set forth in Title 18A.

D. CRITICISM OF ADMINISTRATIVE EMPLOYEES

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/legal guardians 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

ASSOCIATION RIGHTS AND PRIVILEGES

A. INFORMATION

The Board will make available to the Association upon a proper OPRA or Common Law request, public records of the Board. OPRA forms shall be readily available in all Principal's offices or on-line.

B. USE OF SCHOOL FACILITIES

On notice to and approval by the Superintendent or Principal, representatives and members of the Association shall be permitted to utilize school buildings for Association meetings at reasonable times provided that such meetings shall not interfere with or interrupt normal school operations.

C. USE OF SCHOOL EQUIPMENT

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

D. EXCLUSIVE RIGHTS

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

E. BULLETIN BOARD

The Association shall have the right to use space on the bulletin boards in the faculty room at both campuses for the posting of general information materials, such to be approved by the Association and identified as such. Said posted materials shall not be derogatory of or in ridicule of any administrator or the Board of Education. Also, the Association shall have the right to use inter-school facilities and mailboxes as it deems necessary without the approval of the administration, which use shall be for the ordinary professional activity of the Association. The Board shall assume no responsibility for the material placed therein.

ARTICLE VI

DEDUCTIONS FROM SALARY

A. LOCAL, STATE AND NATIONAL SERVICES

The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit monies promptly to such association or associations.

B. INCOME PROTECTION INSURANCE

The Board agrees to deduct from employees' salaries premiums for the income protection insurance of all board approved vendors and transmit monies promptly to the carrier.

C. 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.

ARTICLE VII
LEAVES OF ABSENCE

A. SICK LEAVE

1. Twelve month employees shall be entitled to twelve (12) sick leave days each school year and eleven (11) month employees shall be entitled to eleven (11) sick leave days each school year 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. A physician's certificate may be required for any absence due to illness per N.J.S.A. 18A:30-4.
3. Upon returning from any absence due to illness, an employee will fill out a 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 Superintendent for approval. This form will be in triplicate. The original will be sent to central office, one sent to the employee's 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. SICK LEAVE BANK

1. Purpose - The parties agree to establish and implement a sick leave bank utilizing

a voluntary donation program to assist employees who experience a “catastrophic health condition or injury” and have exhausted their paid leave benefits. The bank shall allow employees to voluntarily donate accrued vacation, personal days, and/or sick leave to bank. This bank shall be established pursuant to N.J.S.A. 18A:30-10 to 13 and as may be amended.

2. Definition - A catastrophic health condition or injury is a life threatening condition or combination of conditions requiring a lengthy period of disability for an employee’s mental or physical health and requiring the care of a physician who provides medical verification of the need for the employee’s absence on a sixty (60) day basis.
3. Committee - The sick leave bank shall be administered by a committee which shall be comprised of three (3) members selected by the Board of Education and three (3) members selected by the Administrators’ Association of Camden County Technical Schools. The committee shall establish standards and procedures as it deems appropriate for the operation of the sick leave bank. These shall include, but not be limited to, eligibility requirements for participation in the sick leave bank and the conditions under which the sick leave time may be drawn. No day of leave which is donated to the sick leave bank by an employee shall be drawn by that employee or any employee from the sick bank unless authorized by the committee in order to provide sick leave.

C. 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 entitled "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 Superintendent or his/her designee. The original will be sent to central office, one copy will be sent to the employee's supervisor and another returned to the employee.
 - 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 family. The five (5) days shall be taken consecutively whenever possible unless documented special circumstances exist requiring otherwise and approved by the Immediate Supervisor. Family is defined as a parent, child, spouse, or any person residing in the employee's household. Absence without salary deduction shall be allowed in the amount of one (1) day due to the death of: brother, sister, niece, nephew, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren.
 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

that cannot be performed during non-school hours. 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 VIII" as of July 1st of the succeeding school year.

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 the employee's 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.

D. EXTENDED LEAVES OF ABSENCE

1. Military leave without pay shall be granted to any employee who is inducted or who serves in any branch of the Armed Forces of the United States for the period of said service in accordance with all statutory requirements.

2. EXTENDED DISABILITY LEAVE

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

(1) 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, 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 VIII" 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

An employee may make application to the Board for an unpaid child rearing leave of absence. Upon application, said leave may be approved by the Board for a

period not to extend beyond nine months in which the leave is requested to commence and may be extended by the Board at its discretion upon receipt of an appropriate medical certification. 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 the employee) shall be restored to the employee. The employee shall be assigned to substantially the same position he/she held at the time the leave commenced.

ARTICLE VIII
EMPLOYEE WORK YEAR AND HOURS

A. EMPLOYEE WORK YEAR

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 on any day teachers are required to be in attendance for the time period as defined in B-1 below.
- 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.
- c. Any unit member employed prior to July 1, 1998, shall not at any time be reduced to a 10 month employee.

2. As to 11 month employees:

The Board may, at its discretion, employ eleven (11) month employees pursuant to the guidelines for eleven (11) month employees as set forth in this agreement.

- a. The employee work year shall be from July 1 to June 30, with twenty-one (21) days of non-paid time and three (3) vacation days that shall be approved by the employees' Immediate Supervisor.

- b. Between the last work day for teachers in June and the first work day for teachers in September, the eleven (11) month employees shall be required to be in attendance daily, from Monday through Friday, except for any approved non-paid time, any approved leave day and any day that schools are officially closed.

B. EMPLOYEE HOURS

1. Between the dates of September 1st and the last day for teachers in June, 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/her designee. In the event teachers are dismissed early on any teacher work day, employees shall remain in attendance for one (1) hour after teacher dismissal or earlier if dismissed by the Superintendent or his/her designee. Between the last day for teachers 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.
2. The Employees recognize and accept that their positions and responsibilities must be met. When the duties of an employee require that employee to arrive earlier than scheduled or to leave later than scheduled, an adjustment will be made to that employee's schedule to accommodate that need. On those documented occasions, this will not be considered a lateness, leaving work early, sick time, personal time, vacation time or non-paid time.

ARTICLE IX

VACATION

A. TIME ALLOTTED

1. All 12 month employees covered by this Agreement, shall be entitled to twenty-three (23) vacation days per contract year and employees hired effective July 1, 1998 that are twelve (12) month employees shall be entitled to twenty (20) such vacation days.
2. All 11 month employees covered by this Agreement, shall be entitled to 21 non-paid days per contract year. All 11 month employees shall also be entitled to three (3) vacation days per contract year.
3. The aforementioned vacation time shall be available for use in the following contract year. The vacation time earned for an employee who has worked less than a full contract year shall be prorated.

B. USE OF VACATION TIME (12 Month Employees)

Employees must submit their vacation requests to the Superintendent or his/her 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 to the next school year with the prior written approval of the Superintendent or his/her designee. Any carried over vacation days must

be used by the following school year. 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/her scheduled vacation and does work, and with the prior approval of the Superintendent or his/her designee, the employee may bank all or a portion of unused vacation time. Any unused vacation time caused by such emergency shall be used within a 24 month time period.

C. USE OF NON-PAID AND VACATION TIME (11 MONTH EMPLOYEES)

Eleven (11) month employees must submit their non-paid and vacation time request to their Immediate Supervisor pursuant to the present Organizational Chart for approval on or before June 1 of each year. The employee will be advised of approval of their time by June 15. It is recognized that the non-paid/vacation time is to be taken during the months of June, July and August. However, up to five (5) non-paid /vacation time days may be used at a later date within the school year or carried over to the next school year with the prior written approval of the Superintendent or his/or designee. Any carried over non-paid /vacation time days must be used in the following school year. It is further recognized that all approved non-paid/vacation time must take into account the smooth operation of the district. The eleven (11) month employees recognize that occasionally emergencies arise

that require them to work during scheduled non-paid/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/her scheduled non-paid/vacation time and does work, and with prior approval of the Superintendent or with the approval of the employee's Immediate Supervisor, the employee may bank that portion of unused non-paid /vacation time. Any unused non-paid/vacation time caused by such emergency shall be used within a 24 month time period.

- D. If an employee dies while employed, payment for any accrued unused vacation time shall be made to the employee's estate at the employee's current per diem rate.
- E. An employee who resigns or retires during the contract year shall receive payment for all earned and banked vacation days at his/her per diem rate.

ARTICLE X

COMPENSATION AND MEDICAL BENEFITS

A. SALARY

The salary of each employee covered by this Agreement shall be as set forth in Schedule A attached hereto and made a part hereof. All employees must have worked at least half of their contracted fiscal year to be eligible to receive a salary increase for the following fiscal year.

Employees who accept positions as overnight chaperones (whether school is in session or not) shall receive \$200 each night for the 2011-2012 school year; \$225 each night for the 2012-2013; \$250 each night for the 2013-2014 school year.

Any unit member that holds an earned Doctoral degree that is related to his or her duties shall be paid an additional amount as follows: School year 2011-2012, \$2,000; school year 2012-2013, \$2,000; school year 2013-2014, \$2,000.

B. MEDICAL BENEFITS

Medical benefits contained herein are based upon the State of New Jersey health plan mandates. Should a change take place in said mandates that would benefit Employees, this portion of the contract shall be revised in accordance with the new mandates.

1. Subject to the employee premium sharing schedule detailed below, the Employer shall provide the present or substantially similar plans for full-time employees for medical and prescription drug benefits and dental.

2. From time to time, the Board, in its discretion, may make available other medical and/or prescription drug benefit plans from which employees may select in lieu of existing plans with the understanding that such a selection includes acceptance of all terms and conditions of the optional medical and/or prescription drug benefit coverage.
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 permitting the payment of certain employee contributions in pre-tax dollars. Pre-tax payroll deductions shall be made equally over 24 pay periods of each calendar year in accordance with the Employer's customary payroll practices unless otherwise required by law.

PREMIUM CONTRIBUTION

1. Effective July 1, 2011, the amount of contribution to be paid by an employee for medical, prescription drug and dental benefits for the employee and any eligible dependent shall be either 1.5 per cent of the employee's base salary or according to the contribution schedule below, whichever contribution amount is greater.
2. for family coverage or its equivalent. -

an employee who earns less than \$25,000 shall pay 3 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 4 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 5 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 6 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 7 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 9 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 12 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 14 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 17 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 19 percent of the cost of coverage;

an employee who earns \$70,000 or more but less than \$75,000 shall pay 22 percent of the cost of coverage;

an employee who earns \$75,000 or more but less than \$80,000 shall pay 23 percent of the cost of coverage;

an employee who earns \$80,000 or more but less than \$85,000 shall pay 24 percent of the cost of coverage;

an employee who earns \$85,000 or more but less than \$90,000 shall pay 26 percent of the cost of coverage;

an employee who earns \$90,000 or more but less than \$95,000 shall pay 28 percent of the cost of coverage;

an employee who earns \$95,000 or more or but less than \$100,000 shall pay 29 percent of the cost of coverage;

an employee who earns \$100,000 or more or but less than \$110,000 shall pay 32 percent of the cost of coverage;

an employee who earns \$110,000 or more shall pay 35 percent of the cost of coverage

4. for individual coverage or its equivalent -

an employee who earns less than \$20,000 shall pay 4.5 percent of the cost of coverage;

an employee who earns \$20,000 or more but less than \$25,000 shall pay 5.5 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 7.5 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 10 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 11 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 12 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 14 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 20 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 23 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 27 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 29 percent

of the cost of coverage;

an employee who earns \$70,000 or more but less than \$75,000 shall pay 32 percent of the cost of coverage;

an employee who earns \$75,000 or more but less than \$80,000 shall pay 33 percent of the cost of coverage;

an employee who earns \$80,000 or more but less than \$95,000 shall pay 34 percent of the cost of coverage;

an employee who earns \$95,000 or more shall pay 35 percent of the cost of coverage;

5. for member with child or spouse coverage or its equivalent -

an employee who earns less than \$25,000 shall pay 3.5 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 4.5 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 6 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 7 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 8 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 10 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 15 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 17 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 21 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 23 percent of the cost of coverage;

an employee who earns \$70,000 or more but less than \$75,000 shall pay 26 percent of the cost of coverage;

an employee who earns \$75,000 or more but less than \$80,000 shall pay 27 percent of the cost of coverage;

an employee who earns \$80,000 or more but less than \$85,000 shall pay 28 percent of the cost of coverage;

an employee who earns \$85,000 or more but less than \$100,000 shall pay 30 percent of the cost of coverage.

an employee who earns \$100,000 or more shall pay 35 percent of the cost of

coverage.

6. Base salary shall be used to determine what an employee earns for the purposes of this provision and shall mean pensionable salary.
7. As used in this section, "cost of coverage" means the premium or periodic charges for health care, prescription benefits and dental, provided pursuant to N.J.S.A. 18A:18-2, or any other law, by the Board of Education. If the Employer is required by law to provide vision or other healthcare benefits not otherwise heretofore provided, the "cost of coverage" shall include the premium or periodic charges for those additional mandated benefits.
8. Employees employed on or before June 27, 2011, shall pay:
 - i. during the first year in which the contribution is effective, one-fourth of the amount of the applicable contribution reflected under Subsections 3 through 5 above;
 - ii. during the second year in which the contribution is effective, one-half of the amount of the applicable contribution reflected under Subsections 3. through 5. above;
 - iii. during the third year in which the contribution is effective, three-fourths of the amount of the applicable contribution reflected under Subsections 3. through 5. above;
 - iv. during the fourth year in which the contribution is effective, the full amount

of the applicable contribution reflected under Subsections 3. through 5. above.

9. Employees employed on or after June 28, 2011, shall pay the full amount (100%) of the applicable contribution reflected in Subsections 3. through 5. above.

“Healthcare plan” or “health benefits” mean the healthcare plans for medical, prescription drug benefits and dental. If the Employer is required by law to provide vision or other healthcare benefits not otherwise heretofore provided, the definition of “healthcare plan” or “health benefits” shall also include the additional mandated benefits.

Employee contributions shall be made by way of withholding of the contribution from the employee’s pay, salary, or other compensation. Withholdings shall be made by way of twenty-four (24) equal payroll deductions in a calendar year, to the extent possible, in accordance with the Employer’s customary payroll practices unless otherwise required by law.

The amount payable by any employee under this Article shall not under any circumstance be less than 1.5 per cent of base salary. An employee who pays the contribution required in Subsections 3. through 5. above shall not also be required to pay the contribution of 1.5 per cent of base salary.

CO-PAYMENTS

Medical Plan co-payments are established pursuant to the State Health Benefit Plan.

The Board agrees to continue the present coverage for employees and dependents for a prescription drug plan, until July 1, 2012. Effective July 1, 2012, subject to the employee premium payments set forth above, the Board shall pay for coverage of its unit employees and eligible dependents for a prescription drug plan with a \$5.00 co-pay for generic drugs and a \$15.00 co-pay for brand name prescription drugs. Effective July 1, 2012, the Board shall pay for coverage of its unit employees and eligible dependents for a prescription drug plan with a \$5.00 co-pay for generic drugs purchased by mail, and a \$15.00 co-pay for brand name prescription drugs purchased by mail.

The School Business Administrator will annually provide the Association with the current rates for all plans.

DEPENDENT COVERAGE

Effective January 1, 2011, the Board shall make dependent coverage in the Board's Medical, Prescription Drug and Dental Plans available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the calendar year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.

Subject to the provisions and requirements of P.L. 2005, Chapter 375, employees who are enrolled through any Board Medical, Prescription Drug Plan or Dental Plan may elect to enroll their dependent in Dependent to age 31 coverage for an additional premium which shall be billed directly to the employee by the insurance carrier. These provisions shall be subject to any requirements mandated by federal law and conform to the Patient Protection

and Affordable Care Act and regulations promulgated thereunder. Dependents that are permanently disabled will remain covered during the life of the employee.

“Civil union partners” and “domestic partners” under New Jersey law shall be considered as dependents eligible for insurance benefits.

MISCELLANEOUS

The Board will reimburse an employee on active pay status for his premium charges under Part B of the Federal Medicare Program covering the employee alone when the employee reaches age 65, but only for a maximum of a six (6) month period prior to retirement. The parties agree to reopen negotiations with respect to this provision if the laws governing Medicare should change during the term of this Agreement.

4. Effective 7/1/05 – All insurance items in 1-3 above shall also apply in full force to those individuals who properly file as domestic partners. Regardless of change this item shall remain.

OPT-OUT

1. Eligible employees covered by this agreement may choose, in writing, to participate in the “Optional Health Benefits Program.” participation in this program is totally voluntary and is intended for those eligible employees who are covered by health insurance through another source.
2. If two employees are married or qualify as domestic partners/civil union partners and one of them receives health insurance coverage from Camden County or any other Employer Agency listed below, the other may not participate in the Opt-Out program:

- Camden County Row Office

- Camden County Mosquito Commission
- Camden County Superintendent of Schools
- Camden County Prosecutor's Office
- Camden County Library System
- Camden County Municipal Utilities Authority
- Camden County Improvement Authority
- Camden County Pollution Control Authority
- Camden County Board of Elections
- Camden County Superintendent of Elections
- Camden County Health Services Center
- Camden County College

3. If two employees are married or qualify as domestic partners/civil union partners and both are enrolled in the State Health Benefits Plan with the other at another Board of Education or a Municipality, neither may participate in the Opt-Out Program.

4. If two employees are married or qualify as domestic partners/civil union partners, they may be covered individually as an employee or as a dependent under his or her spouse's/partner's plan, but not both. Dependent children must be covered under one plan only.

5. If an employee chooses to participate in this program and drops employee and/or dependent coverage, the employee shall receive a monetary incentive as outlined below. The Opt-Out monthly amounts are published at each annual Open Enrollment Period.

An employee shall receive an incentive which shall not exceed twenty-five (25%) percent of the amount saved by the Board of Education because of the Opt-Out or \$5,000 annually, whichever is less, in accordance with State law.

6. Eligible employees who opt to participate in this program must do so for a minimum of one (1) year at a time unless there is a change of life event. However, if an eligible employee chooses to participate and then the spouse's/partner's benefits are terminated (not voluntarily dropped), the employee and his/her dependents may enroll in any of the available plans upon proper verification of termination. Applications must be made within thirty (30) days after the loss of coverage. Eligible employees shall be permitted to opt out of either medical coverage or prescription coverage or both.

7. The incentive payments provided shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.

8. The optional health benefits program shall be available to all new benefit-eligible employees on their benefit effective date.

9. The incentive shall begin to be paid to the eligible employee no later than one month after the effective date of the option.

10. In order to enroll in the Opt-Out Program, an employee must complete the enrollment form and provide proof of dependent status and current health insurance coverage within the appropriate timeframe.

11. Annual re-enrollment is required.

12. Employees on non-paid leaves do not receive Opt-Out payments.

13. 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.

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

15. 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.

16. 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 over a twelve (12) month period twenty four (24) paychecks. This applies to both 11 and 12 month employees.
2. When a pay period falls on or during a school holiday or weekend, the Employee shall receive his paycheck on the last working day before the holiday or weekend.

3. When a pay period falls during an employee's scheduled vacation days or non-paid time, he may request his paycheck be available on his last work day present. 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, shall be paid \$100.00 per day for unused accumulated sick leave days if said employee leaves such employment during the 2011-12, 2012-13, or 2013-14 school years for each unused accumulated sick day, but in no event to exceed a total payment of \$13,000.00. Any employee who has been employed by the Board for a period of ten (10) years or more, and has accumulated over 130 sick leave days as of July 1, 2011, and who leaves such employment during the 2011-12, 2012-13, or 2013-14 school year shall be paid at the rate of \$100 per day for each unused sick day for the number of sick leave days accumulated as of July 1, 2011. In no event will any employee exceed payment of \$20,900.00. This provision shall not apply to any employee whose employment is terminated for cause, or as a result of a decision of any administrative agency or a Court of competent jurisdiction. In the event of death, any monies due shall be paid to the employee's estate.”

ARTICLE XI
PROFESSIONAL DEVELOPMENT

A. PROFESSIONAL ORGANIZATIONS

The Board recognizes the value of its employees being members of a professional organization. Therefore, the Board agrees to pay the dues for unit members to belong to Camden County Principals and Supervisors Association, the National Association of Secondary School Principals (NASSP) and the New Jersey Principals and Supervisors Association (NJPSA) or to pay the equivalent amount of said dues to the professional organization of the unit member's choice, however, the total amount to be paid by the Board towards dues shall not exceed Eight Hundred (\$800.00) Dollars.

B. PROFESSIONAL MEETINGS

The Board may pay the registration fee, tuition and related expenses for any employee to attend conventions, conferences, workshops or seminars subject to prior approval of the Superintendent and the Board.

C. TUITION REIMBURSEMENT

The Board shall pay the prevailing doctoral rate per credit hour at Rowan College for no more than twelve (12) credit hours per employee per school year subject to prior approval by the Superintendent in accordance with the following criteria:

1. Courses must be in administration, vocational, secondary education or other approved related specialties.

2. Courses must be taken at a school accredited by the New Jersey Department of Education.
3. The maximum number of credits to reimburse equals the number of employees in the unit X 6.
4. A grade of B is required in order to receive reimbursement. In order to ensure reimbursement, the employee must complete and submit the form titled "Prior Approval of Course for Tuition Reimbursement" to the Superintendent for approval prior to beginning the course.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination against employees and declares it to be the policy of this district to provide equal opportunity for all regardless of age, color, creed, national origin, race, religion, sex, marital status, disability, ancestry, affection or sexual orientation, familial status, liability for service in the Armed Forces of the United States or nationality.
- B. This Agreement constitutes Board policy for the term of said Agreement and the Board and Association 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 Association before they are established.
- D. All vacancies for personnel positions shall be filled pursuant to the following procedure:
1. Such vacancies shall be publicized through the posting of a notice in each school and on the District website. Such notice shall be posted at least ten (10) days in advance of the date of filling the vacant position as possible.
 2. Such notice of vacancy shall clearly set forth the job description and any applicable minimum qualifications for the job and the last date for filing applications to be considered for the vacant position.

3. 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.

E. All employees who may be required to use their vehicles in the performance of their duties shall be reimbursed by the Board at the mileage rate approved by the New Jersey State Accountability Regulations.

F. 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 course of the performance of their duties as Administrators and shall pay all or such part of such claims, not reimbursed to the employee by the Board's Comprehensive Liability Carrier, as the Board in its absolute discretion shall deem appropriate. In no event shall such payment exceed FOUR HUNDRED DOLLARS (\$400.00).

G. The Board shall, at its own expense, provide sufficient copies of this Agreement for present and new employees.

H. 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:27-7 and shall contain a sixty (60) day termination clause. If an

individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- I. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so, in writing, at the following addresses:
 1. If by Association to Board: c/o President, Camden County Technical Schools, 343 Berlin Cross Keys Road, Sicklerville, NJ 08081-4000.
 2. If by Board to Association: The Administrators' Association of Camden County Technical Schools, c/o President (at school presently assigned).

- J. Personnel Files - Official personnel files are maintained under the direction of the Superintendent and shall be open for inspection to an employee provided notice of said inspection is given to Superintendent at least forty-eight (48) hours in advance. Any other personnel file maintained in addition to the file maintained under the direction of the Superintendent shall also be open for inspection in the same manner, however, such files shall be considered as unofficial and unauthorized and any material in such files are not official documents, may not be copied and shall not be used in any way to influence any judgment made regarding any employees. All employees shall have the right to make copies of any documents in the official personnel files which are not considered confidential or not permitted to be removed by law, and any confidential student information shall be redacted prior to the copying of the file.

ARTICLE XIII

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Board reserves the 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.

ARTICLE XIV

LEGALITY OF AGREEMENT

- 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, 2011, to June 30, 2014.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries:

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

By: _____
Craig Knaup, Esquire, President

Attest:

James Clark, Secretary

CAMDEN COUNTY TECHNICAL
ADMINISTRATORS AND SUPERVISORS
ASSOCIATION

By: _____
John Hourani, Ed.D., President

DATED: _____

SCHEDULE A

NAME	2011-2012	2012-2013	2013-2014
Borota, Nicolae	\$74,705.00	\$77,000.00	\$78,898.54
Brockington, Rosa	\$91,961.25	\$93,852.23	\$95,750.77
Cappello, Greg	\$97,550.12	\$99,441.10	\$101,339.64
Cassidy, Kathleen	\$85,061.25	\$86,952.23	\$88,850.77
Cetrullo, Eva	\$95,012.25	\$96,903.23	\$98,801.77
Conley, Alice	\$86,194.63	\$88,085.61	\$89,984.15
DiGiacobbe, Karen	\$83,447.12	\$85,338.10	\$87,236.64
Durante, Bonnie	\$91,356.25	\$93,247.23	\$95,145.77
Fitzgerald, Patricia	\$140,482.25	\$142,373.23	\$144,271.77
Hourani, John	\$115,351.25	\$117,242.23	\$119,140.77
Michael Jefferson		\$77,000.00	\$78,898.54
Johnson, Robert	\$83,447.12	\$85,338.10	\$87,236.64
Kelly, Siobhan	\$106,219.25	\$108,110.23	\$110,008.77
Lampman, Leo	\$99,000.00	\$100,890.98	\$103,689.52
Lucas, Robert	\$97,933.20	\$99,824.18	\$101,722.72
Marcellus, John (DSPA)	\$76,058.32	\$77,949.30	
Marcellus, John (DCIA)		\$92,000.00	\$93,898.54
Rovani, Brian	\$76,000.00	\$77,890.98	\$79,789.52
Shappell, Robert	\$90,137.12	\$92,028.10	\$93,926.64
Stallone, Teresa	\$138,482.25	\$140,373.23	\$142,271.77
Valentino, Dino	\$102,197.25	\$104,088.23	\$105,986.77