

**BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY
EDUCATION ASSOCIATION**

CONTRACTUAL AGREEMENT

July 1, 2016 - June 30, 2018

ARTICLE I

RECOGNITION

A. Recognition

The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Chapter 301 of aforesaid laws of New Jersey concerning grievances and terms and conditions of employment for all designated personnel whether under contract, on leave, or employed on per diem basis by the Board including:

1. **Category A Employees All**
Certified Teachers
Nurses
Librarians
Guidance Counselors
2. **Category B Employees**
Secretary (12 month)
Paraprofessional (10 month)
Teacher's Aide (10 month)
3. **Category C Employees**
Custodians
Maintenance
Receiving Clerk

The Board agrees not to negotiate with any organization other than that designated as the exclusive representative.

B. Definition of Employees

Unless otherwise indicated the term "employees", when used hereinafter in this agreement, shall refer to all employees represented by the association in the negotiating unit as defined above.

C. Discrimination Clause

The Board shall not discriminate against any person in violation of NJSA 10:5-1 EG.SEQ., the Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective bargaining in accordance with Chapter 123, laws of 1974 of New Jersey Statutes annotated, in a good faith effort to reach agreement. Any agreement so negotiated shall apply to all employees, be reduced to writing, and be signed by authorized representatives of the Board and the Association.
- B. This agreement incorporates the entire understanding of the parties on all matters with respect to items which are subject to negotiations.
- C. Nothing contained herein shall be contrary to New Jersey School Law.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

ARTICLE III

EMPLOYEE RIGHTS AND PRIVILEGES

A. Right To Organize

Pursuant to Chapter 123, Public Laws 1974, the Board and the Association hereby agree that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other activities for mutual aid and protection or to refrain from such activities. As a duly selected body exercising governmental powers and the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee in any way whatsoever that is contrary to any existing laws.

B. Compliance of Contracts

Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms of this agreement as to salary and the terms and conditions of employment. If an individual contract contains any language inconsistent with this agreement, this agreement, for its duration shall be controlling.

C. Discipline

No employee shall be discharged, disciplined or reduced in rank or compensation without an opportunity to discuss the action with the Superintendent and/or Board as desired. Reasons for any of the above actions will be given in writing to the involved party when requested. Any such action by the Board will be subject to the grievance procedure contained herein or any statutory review procedure, whichever is applicable.

D. Criticism of Employees

Because it may have profound effect on the employee's ability to maintain respect of students, in the classroom or the grounds, any question or criticism by a supervisor, administrator or Board member of an employee's work performance shall be made in confidence and not in the presence of students, parents or other employees.

E. Maintenance of Benefits

Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date as prescribed in the agreement.

F. Representation

Whenever any employee is required to appear before the Superintendent, the Board or any committee thereof concerning any matter which could adversely affect the continuation of the employee in his/her office, position or employment, or the salary or

any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

G. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under the New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere, all rights of the Board under New Jersey School Laws or decisions, rules or regulations shall not be abrogated by this agreement.

H. Association Identification

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

I. Termination

The contract of a non-tenure employee may be terminated by either the Board or by the employee upon prior written notification of at least thirty (30) days. However, the parties acknowledge that they are in agreement that it is to their mutual benefit that terminated employees shall be made aware of the reasons for termination and be given an opportunity to be heard if requested. To that end, the Board shall provide reasons for termination and grant an opportunity to be heard to a terminated employee who has not achieved tenure.

ARTICLE IV

ASSOCIATION RIGHTS

A. Use of School Facilities

1. Meetings

The Association shall have the right to use an appropriate meeting place on the second and fourth Monday of each month for the purpose of conducting their regular business. Whenever possible, notice of such use shall be verified at least three (3) days prior to date of use between the Association president or his/her designee and the Superintendent or his/her designee.

2. Emergency Meetings

In cases of emergency where the Association needs to have more than two (2) monthly meetings, the Association president or his/her designee shall apply for use of the facilities through the Superintendent or his/her designee according to school policy.

3. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings with the approval of the Superintendent or his/her designee, which approval shall not be unreasonably withheld.

4. Bulletin Boards

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and employee's dining room. Copies of all materials to be posted on such bulletin board shall be given to the division head and the Superintendent but no approval shall be required.

5. Mail Facilities and Mail Boxes

a. The Association shall have the right to use the inter school mail facilities and school mailboxes as it deems necessary for all postal services which do not require United States postage and all boxes shall be marked in alphabetical order and officers of the Association shall be designated. Administrative approval for the material inserted shall not be necessary.

b. Use of school email for Association business shall be permitted as long as such use conforms to the District's e-mail policy.

B. Orientation Programs

The Association shall be granted a place on the agenda of all orientation meetings of new teachers.

ARTICLE V

EMPLOYEE WORK YEAR

A. In-School Work Year Category A Employees and Teacher Aides

1. Ten (10) Month Personnel

The in-school work year for Category A Employees and Teacher Aides employed on a ten (10) month basis (other than new personnel who may be required to attend an additional three (3) days of orientation) shall not exceed one hundred and eighty-five (185) days.

2. Eleven (11) Month Personnel

Eleven (11) month employees will work the same calendar year as ten-month employees. In addition, eleven-month employees will work no more than 20 additional days over the months of July and August. These 20 days shall be determined by the immediate supervisor.

Eleven-month employees who do not work the traditional work year are required to work two hundred five (205) days; schedule to be determined by the immediate supervisor.

3. Emergency School Closings

Should the schools be closed as a result of inclement weather or other emergency situation, Category A Employees and Teacher Aides attendance is not required when following conditions prevail: (a) when that day is not being counted as part of the school year, and (b) when that day will have to be made up by the Category A Employees and Teacher Aides.

B. Category B Employees Except Teacher Aides

1. Work Year

Twelve (12) month employees will in addition to holidays set forth in the school calendar, be entitled to July Fourth or, if this holiday falls on a weekend, then Friday for Saturday and Monday for Sunday; and Labor Day. Should school be in session on Columbus Day, Category B employees will receive a day off in lieu thereof mutually agreed to by the Administration and the Association. Should President's Weekend observance be less than four days, Category B Employees will receive a day off in lieu thereof mutually agreed to by the Administration and the Association.

2. Winter/Spring Break

Category B Employees will not be required to work during winter (Christmas) or Spring (Easter) break.

C. Category C Employees

1. Paid Holidays

a. All custodians shall be entitled to the following paid holidays: Labor Day, two (2) days of NJEA Convention, Thanksgiving Day and Friday after, Dr. Martin Luther King, Jr.'s Day, Presidents' Day, Good Friday, Easter Monday, Memorial Day, and two (2) days the Fourth of July. Two (2) days are defined as the holiday plus one additional work day immediately before and/or after the holiday. In the event that school is in session on a day listed above as a holiday, the employee will work and receive another day off in lieu thereof.

If the holiday (listed above), falls on Saturday or Sunday, the day declared by the County as the legal holiday shall be honored.

- b. All employees shall be entitled to two (2) days at Christmas and two (2) at New Year's as follows:
1. When Christmas or New Year's Day fall on a Tuesday through Friday, the days off are the holiday and the day preceding it unless school is in session. If school is in session, the employee will work and receive another day off in lieu thereof.
 2. When Christmas or New Year's Day fall on a Saturday or Sunday, the days off are the Friday preceding and the Monday following Christmas and the Thursday and Friday preceding New Year's Day unless school is in session. If school is in session, the employee will work and receive another day off in lieu thereof.
 3. When Christmas or New Year's Day fall on a Monday, the days off are the Tuesday following Christmas and the Friday preceding New Year's Day.

In addition, when school is closed for Rosh Hashanah or Yom Kippur, all employees shall be entitled to each as a paid holiday. (If the day falls on a Saturday or Sunday, there is no additional day off.)

2. State of Emergency

Category C employees must report for work when school is not in session due to inclement weather unless directed otherwise by the Superintendent.

D. Vacations – (Categories B & C Employees)

1. Earned Vacation

All twelve (12) month employees shall be entitled to vacation as prescribed (A full year being a school calendar year 7/1 to 6/30.)

a. Partial year.

Employees with less than twelve (12) months of service are entitled to:

- 1. Full month (s).** One (1) day per full month worked accumulating to not exceed eleven (11) days.
- 2. Partial month.**
 - a. Credit for the month is earned if hired before the 16th of the month.
 - b. No credit for the month is earned if hired after the 15th of the month.
- 3.** Vacation days earned during the school year can only be taken after June 30 following their first partial year of employment.

b. Full Year.

Employees after one (1) full year receive twelve (12) vacation days beginning July 1.

c. Partial year – accumulation

Employees hired between July 1st and December 31st (partial year, but credit for full year) receive seventeen (17) vacation days beginning July 1 following the 5th consecutive year (partial year plus four full years).

Example: Hired July 1st	Entitlement
10/07/13-06/30/14	2014-9 days
07/01/14-06/30/15	2015-12 days
07/01/15-06/30/16	2016-12 days
07/01/16-06/30/17	2017-12 days
07/01/17-06/30/18	2018-17 days

Employees hired between January 1st and June 30th (partial year but no credit for full year) receive seventeen (17) vacation days beginning July 1st following the 6th consecutive year (partial year plus five full years)

Example: Hired	July 1st Entitlement
02/21/14-06/30/14	2014-4 days
07/01/14-06/30/15	2015-12 days
07/01/15-06/30/16	2016-12 days
07/01/16-06/30/17	2017-12 days
07/01/17-06/30/18	2018-12 days
07/01/18-06/30/19	2019-17 days

- d. Maximum Vacation Days.** The maximum number of vacation days which can be earned in the first (1st) year is twelve (12). The maximum number of vacation days which can be earned is twenty-two (22) days per year.

Formula: Additional vacation days entitlement:
17 days - add 5 to your year of hire
22 days - add 10 to your year of hire

Examples: 10/01/13 - receives 17 days July 1, 2018
02/01/14 - receives 17 days July 1, 2019
10/01/13 - receives 22 days July 1, 2013
02/01/14 - receives 22 days July 1, 2024

2. Carryover

Employees may carry over a maximum of five (5) vacation days to the subsequent contractual year. Failure to use the carry-over days in the subsequent contractual year will result in their loss.

3. Scheduling

Vacations may be taken at any time during the calendar year with prior approval of the immediate supervisor.

ARTICLE VI

TEACHER ASSIGNMENT

A. Notification of Contract and Salary

Teachers shall be notified of their contract status for the ensuing year no later than May 15th. Teachers will be required to reply.

B. Extracurricular

1. Those teachers who have volunteered for extracurricular positions will be notified, when appropriate, by May 15th if they have been appointed.
2. If it becomes necessary to assign a teacher to an extracurricular activity for which he/ she has not applied, said notification will be made by June 15th, except for cause.
3. When possible, all extracurricular activity positions will be posted in each building by March 1st.

C. Class Size

Administration will make every effort to maintain class size at a reasonable number commensurate with the building facilities and in the best interest of the students.

D. Career Major Class Size

Class size in career majors will be based upon workstation availability, safety requirements, career majors teacher recommendations, as coordinated and assigned by the guidance personnel and approved by the administration.

E. Evaluation of Students

The teachers shall maintain the initial right and responsibility to determine grades and other evaluations of students within the grading policies of the school district based upon his/her professional judgment of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed unless the teacher in question first receives written notification from the administration. The teacher shall be able to support the grade.

F. Definitions

1. A "period" is one 40-minute class.
2. A "block" is one 80-minute class.

ARTICLE VII

EMPLOYEE HOURS AND WORKLOAD - CATEGORY A EMPLOYEE

A. Workday

1. The total in-school workday shall consist of not more than seven (7) hours and ten (10) minutes which shall include a duty-free lunch period for all Category A employees which period is equal to a class period.
2. Category A employees shall be required to remain after the regular work day (8:10 to 3:20) for the purpose of attending parent conferences, faculty and other professional meetings as determined by the Administration. Staff who are voluntarily assigned to a 7:50 a.m. duty may leave at 3:00 p.m.

B. Daily WorkLoad

1. The daily teaching of career major teachers shall not exceed four (4) blocks or eight (8) teaching periods. Assignments to a supervised study hall, career major/academic class coverage, non-compensated duty, or non-compensated extracurricular activity shall be considered a teaching period for purposes of this article.
2. The daily teaching assignment of an academic teacher shall not exceed six (6) periods or three blocks a day. Assignments to a supervised study hall, career major/academic class coverage, non-compensated duty, beyond what is stated in item B-3, below, or non-compensated extracurricular activity shall be considered a teaching assignment for purposes of this article.
3. All academic teachers shall have two (2) periods or one block of non-compensated duty per week. Assignments of such duties are determined by the Administration.

C. Meetings

The first and third Monday of each month may be scheduled as a faculty-administration meeting day for presentation of appropriate school business that is best disseminated by personal contact. Meetings may be canceled if there is no need to assemble the faculty and administration. Prior notice should be given in the form of written notification of scheduled meetings five (5) working days in advance when possible. Emergency meetings may be called by the Administration after notification to the Association.

D. Evening Assignments/Others

It is understood that Back-to-School Night and Discovery activities are part of the regular assignment of a Category A employee. Such functions shall be arranged jointly by the Association and the administration. When deemed necessary, the administration and Association may arrange for additional evening activities.

E. Preparation Period/Lunch Period Exceptions

The Board and the Association acknowledge that the Category A employee's primary responsibility is to teach his/her assigned classes and that his/her energy should, to the extent possible, be utilized to this end. Category A employees shall not be obligated to monitor activities in the following areas during duty-free lunch periods or assigned preparation periods.

1. Lavatories
2. Bus Loading and Unloading
3. Parking and Recreation Areas
4. Cafeterias
5. Halls

Nothing in this article, however, precludes Category A employees from enforcing school policy at all times.

F. Work Beyond School Year

Any Category A employee who is required to work beyond the ten (10) months school year as defined in Article V, shall be compensated at his/her normal daily rate, which is 1/200th of the employee's contractual salary.

G. Duty-Free Lunch

All Category A employees shall have the right to leave the school property only during their duty-free lunch period. Category A employees shall indicate their departure and return on a sign-out sheet in the front office.

H. Substitute/Extra Pay

To provide for the most effective class coverage when a Category A employee is absent, the Board will maintain a list of substitute teachers and designate a person to receive notification from a Category A employee who cannot report to work. In an emergency, if a substitute cannot be obtained, a Category A employee with an unassigned preparation period or a Teacher's Aide with a substitute certificate may be asked to substitute. In return, compensation for the Category A employee or the Teacher's Aide shall receive \$21.00 per period.

I. Category A Employees Who Cannot Report To Work

In an emergency, if a substitute cannot be obtained, a Category A employee with an unassigned preparation period may be asked to substitute. In return, compensation for the Category A employee shall take the following form:

For any compensatory periods, the Category A employee shall receive payment as outlined by Article VII, Paragraph H.

Category A employees will be requested to assist with substitution on a fair and rotating basis.

J. Activity Days

On occasion, the administration may declare certain days as activity days. When this occurs, the activity period is superimposed upon the regular daily schedule. All other blocks or periods are lessened by 10 or five (5) minutes, as the case may be, which establishes the remaining time as the activity period. Category A employees who do not sponsor activities are required to supervise students assigned to study periods or assist in supervision of large group activities.

EMPLOYEE HOURS AND WORKLOAD - CATEGORY B EMPLOYEE

A. Workday - Supportive Staff

All full time Category B employees, except teacher aides, shall work seven and one-half (7 1/2) hours per day, inclusive of a forty (40) minute lunch period, except on Fridays and the day before holidays when dismissal time shall be fifteen (15) minutes earlier than the regularly scheduled time. All approved work performed over thirty-seven and one-half (37 1/2) hours in a five (5) day week shall be paid at the overtime rate.

B. Workday - Aides and Paraprofessionals

All teacher's aides and paraprofessionals shall work seven (7) hours and fifteen (15) minutes per day, inclusive of a lunch period equal to a class period. All approved work over thirty-six (36) hours in a five (5) day week shall be paid at the overtime rate.

The working hours of teacher's aides and paraprofessionals shall be assigned by the appropriate division head and shall be either: 7:45 a.m. to 3:00 p.m. or 8:05 a.m. to 3:20 p.m. In addition, teacher's aides and paraprofessionals shall be present for Faculty/Division meetings and two evening meetings per year (Back-to-School Night and Discovery).

C. Overtime

Overtime shall be paid to all employees at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. Overtime is defined to mean any time spent at one's regular or assigned duties either before or after regular daily work hours.

D. Administrative Responsibility for Work Hours

Reasonable hours encompassing the work day will be established by the Superintendent or his/ her representative for all personnel.

E. Rest Period

Employees in the unit shall be entitled to one 15 minute uninterrupted rest period in the morning and in the afternoon, at such time as shall be designated by the immediate supervisor.

F. Emergency Conditions

Employees in the unit shall not be required to report for work on days on which the schools are closed due to emergency conditions.

G. Altered Workday Summer Hours

Immediately upon the closing of school in June, until June 30th, all employees in the unit shall work from 8:00 a.m. to 3:30 p.m., inclusive of a forty (40) minute lunch. From July 1 to August 31, all employees in the unit shall be dismissed at 3:00 p.m. on Fridays. The administration reserves the right to offer as an option a condensed work week.

Participation in this program is optional and at the sole discretion of the Category B employee.

H. Duty-Free Lunch

All Category B employees shall have the right to leave the school property only during their duty free lunch period. Category B employees shall indicate their departure and return on a sign out sheet in the front office.

EMPLOYEE HOURS AND WORKLOAD - CATEGORY C EMPLOYEE

A. Workday

Employees from September 1 through June 30 shall work eight (8) hours per day inclusive of a forty (40) minute lunch period. All work in excess of eight (8) hours per day, and forty (40) hours per week, shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate . Category C employees shall have fifteen (15) minute breaks as set forth in Article VII, E, Category B employee.

Employees from July 1 through August 31 shall be dismissed one-half hour earlier on Fridays.

Altered Workday Summer Hours. The administration reserves the right to offer as an option a condensed work week. Participation in this program is optional and at the sole discretion of the Category C employee. Under such an option, employees working more than 8 hours per day will not receive overtime pay except where the total hours in any week exceed 40.

B. Administrative Responsibility for Work Hours

Reasonable hours of work will be established by the Superintendent or his/her designee.

C. Emergency Work Hours

If it becomes necessary for an employee to be called in to work during other than assigned hours, there will be a minimum guarantee of three (3) hours pay.

D. Duty-Free Lunch

All Category C employees shall have the right to leave the school property only during their duty-free lunch period, provided adequate building coverage is maintained to meet all laws, regulations and safety needs. Category C employees should indicate their departure and return on a sign-out sheet.

Overtime

All opportunities for overtime will be posted. Overtime will be assigned on a rotating basis, A-to Z, (except in the case of an emergency). A rotation list will be established and posted in the custodial room and updated weekly for the purpose of overtime assignments. If an employee refuses an overtime assignment, the assignment will be offered to the next employee on the rotation list. An employee who refuses an assignment must wait for his/her next turn on the rotation list.

ARTICLE VIII

EMPLOYEE FACILITIES

A. Facilities

Each full-time school as defined by the State Department of Education shall have the following facilities:

1. Appropriately furnished rooms which shall be reserved for the use of teachers and staff as the staff lounge.
2. A separate, private dining area for use of the teachers and staff.
3. A staff parking area.

ARTICLE IX
PROTECTION OF EMPLOYEES AND STUDENTS

A. Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being following verification of such conditions.

B. Procedure

1. If, in the opinion of the employee or the Association, hazardous or unsafe conditions exist within the building or on the school grounds, the Superintendent shall be informed in writing of its existence. The report will contain the following information:
 - a. Nature of hazard.
 - b. Location of hazard.
 - c. Date that hazardous conditions began.
2. A conference between the reporting employee and the Superintendent may be called by either party for more information concerning the existing problem.
3. The administration will consider all information and decide on the course of action. A copy of the decisions will be forwarded to the reporting employee for his/her files.

ARTICLE X

TRANSFERS, REASSIGNMENTS, AND PROMOTIONS

A. Voluntary Transfers and Reassignments

1. Notification of vacancy
 - a. No later than May 15th of each school year the Superintendent shall announce all known vacancies for the following school year. The Board retains the right to select the person and to list the qualifications for each position.
 - b. Employees who desire a change in assignment or who desire a transfer to another division shall file a written statement of such desire with the Superintendent.

B. Involuntary Transfers and Reassignments

1. Notice of a transfer and/or reassignment shall be given to employees as soon as practical.
2. No vacancy shall be filled by means of involuntary transfer and/or reassignment if there is a qualified volunteer available to fill said position. The Superintendent will determine the qualifications.
3. In all cases of transfer and/or reassignment, the wishes of the employee involved shall be the major consideration in the decision of the Superintendent.
4. Prior to transfer and/or reassignment, a meeting between the employee and the Superintendent shall be held to discuss the factors influencing the final decision.

C. Promotions

When a promotion or new position becomes vacant to which a promotion could be made, notice of said vacancy shall be given to the Association, at a minimum of two weeks in advance of contemplated action so as to give prospective applicants a reasonable opportunity to apply unless there is an emergency. The Board reserves the right to make appointments or promotions at their sole discretion. Employees desiring to apply for such positions shall submit within a reasonable time, applications in writing to the Superintendent.

ARTICLE XI

LEAVE

A. Sick Leave

1. Accumulation

- a. All ten (10) month employees shall be allowed sick leave with full pay for ten (10) school days in any school year. All eleven (11) month employees shall be allowed sick leave with full pay for eleven (11) school days in any school year. All twelve (12) month employees shall be allowed sick leave with full pay for twelve (12) days in any one school calendar year (July 1 to June 30). Unused sick leave days shall be accumulated from year to year with no maximum limit.
- b. At the end of the school year, unused personal days shall accumulate as part of sick leave. Sick days accumulated in this manner shall be used first and are not to be compensated upon retirement or termination. Annual accumulation under this provision and under Paragraph A.1.a. above will not exceed the limit allowed by law.

2. Retirement

- a. Upon retirement, an employee shall be compensated for unused sick leave at the rate of fifty percent (50%) of the daily rate during the last year of service, times the days unused, to a total maximum payment of Fifteen Thousand Dollars (\$15,000).

B. Emergency Absences

This policy shall cover absences not chargeable to sick leave, or professional or semi-professional assignment directly beneficial to the school system.

1. Death in Family

Deaths in the immediate family shall entitle an employee to five (5) days for each occurrence. Immediate family includes:

- a. Parents
- b. Legal Guardian(s)
- c. Spouse
- d. Children
- e. Siblings
- f. Parents-in-Law
- g. Grandparents
- h. Grandchildren
- i. Member of the employee's immediate household
- j. Civil Union Partner as required by law

2. Death of Other Relative

Death of a relative, not in the immediate family, shall entitle an employee to one (1) day for each occurrence.

3. Death of a Close Friend

Death of a close friend shall entitle an employee to one (1) day per school calendar year (July 1 to June 30).

C. Personal Days

1. Accumulation

- a. The Board will provide three (3) days for ten (10) month employees of personal leave at full pay during any one school year (September 1 - June 30).
- b. The Board will provide four (4) days of personal leave at full pay for eleven (11) and twelve (12) month employees during any 1 school calendar year. (July 1- June 30).

2. Restrictions

- a. No unused days shall be accumulated as personal days but unused days can accumulate as part of sick leave.
- b. Personal days are to be used for personal family matters that cannot be cared for during non-school hours.
- c. There shall be a limit of three (3) personal days per school day at each campus.
- d. No personal days shall be granted the day before or day following a holiday except in an emergency.

D. Court Appearances

1. Summons – General

Any employee who is required to be present by a court of law through no fault of his/her own, and who exhausts his/her personal days, will receive full pay minus substitute pay for the day(s) involved.

2. Summons – Employment

Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system will be granted with full pay if the employee is required by law to attend and required attendance is not a result of an improper act of the employee. The Board shall not be required to pay

any monies, whatsoever, for days off for appearances in any legal action initiated by the employee against the Board or the administration.

3. Jury Duty

An employee, when queried by a Court of Jurisdiction, shall seek exemption from necessary jury duty when such service is within the school year, if such option is available to the employee.

Should an employee be summoned for jury duty as required by law or following the request for exemption as provided above, he/she shall give notice to the Superintendent or his/her designee as soon as possible after receiving the summons. During the term of such duty the employee shall be paid his/her regular pay less pay received from the court. (This shall not include meal allowance and mileage.)

Time necessary for required jury duty shall not offset the employee's eligibility status pertaining to the district's "Perfect Attendance Policy."

E. Childbirth and Child-Rearing

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

1. Any employee granted maternity leave shall at her request be restored to a similar teaching position, subject area, grade level, and/or assignment vacated at the commencement of said leave whenever possible.
2. No employee shall be prevented from returning to work after childbirth solely on the grounds that there has not been a specified time lapse between childbirth and the desired date of return. A physical examination may be required.
3. The Board shall permit an employee to continue her duties during pregnancy provided the employee can produce a certificate from her physician stating that she is medically able to continue her duties.
4. Any Category A or teacher's aide granted an unpaid child-rearing leave will be permitted to return on September 1, after the leave has been granted. Notification of intention to return should be made **no later than March 30th**. The Board will extend said leave to a maximum of less than three full years to allow Category A or teacher's aide to return on a date that coincides with September 1. Other employees not Category A or teacher's aide may return on any date mutually agreed upon by the employee and the Superintendent.
5. An employee shall receive two (2) days with pay for the birth(s) of the child(ran).

F. Adoption

Any employee adopting a child shall receive leave in accordance with item E. of this Article, which shall commence upon receiving **de facto** custody of said child, or earlier if necessary to fulfill the requirements for adoption.

G. Procedures

1. For sick leave, the appropriate form must be completed and submitted to the administration.
2. Request for temporary leave of absence shall be submitted in writing at least three (3) days in advance of the requested day to the division head with final approval by the Superintendent.
3. Notification for personal leave shall be made to the division head as soon as possible before the date(s) requested. It is agreed that some items of urgent personal business do not allow for three (3) days' notice.

H. Other Leaves of Absence

1. **Good Cause**

Other leaves of absence with pay may be granted for other good reason.

2. **Additional Leave**

Leaves of absence without pay up to one year may be granted to employees with three or more years of continued service in the employ of the Board. Additional leave beyond that year may be granted to the employee at the discretion of the Board. All benefits to which any such employee was entitled at the time of commencement of leave (including available sick leave) shall be restored upon return. Upon returning to work, the returning employee shall be assigned to the same position as last held, if available; if not, to such other position as designated by the Superintendent.

I. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than May 1st of each year.

ARTICLE XII

SABBATICAL LEAVE FOR CATEGORY A EMPLOYEES

The Board of Education may grant a Sabbatical Leave of Absence to Category A employees. The following conditions must be met by the employee before the Board will consider the application.

A. Qualifications

1. Seven years of teaching service in the school district.
2. Leave must be for study, related travel or work experience in teaching field for teachers.

B. Application

1. Employee submits to the Superintendent, **no later than January 1st**, a letter stating that he/she wishes to be considered for sabbatical leave.
2. Application letter contains descriptive narrative of one hundred words or less that summarize how study, related travel or work experience will contribute to improvement of instruction within the work settings of the staff member.

C. Procedures

1. Superintendent appoints an administrator as supervisor/contact person as monitor of sabbatical activities.
2. Applicant, in consultation with designated administrator, will prepare a formal proposal containing:
 - a. Detailed description of anticipated outcomes of sabbatical activities.
 - b. Detailed implementation plan, including objectives, activities, completion dates, and evaluation system to be used.
3. Two (2) additional persons will be appointed by the Superintendent to monitor and evaluate activities through to completion.
4. Upon recommendation by the monitoring/evaluation committee and approval by the Superintendent and the Board of Education, implementation will take place under supervision of designated administrator through to completion.
5. Any request to deviate from original plan must be approved by the monitoring committee.

D. Additional Provisions

1. Fifty percent (50%) pay for sabbatical leave on the condition that the teacher does not receive more than current salary from activities which will be related to the sabbatical including sabbatical salary.
2. Any Category A employee granted sabbatical leave shall be eligible to receive:
 - a. His/Her salary increment as if the employee had been in the Board's active employ during the time of such leave.
 - b. His/Her fringe benefits, including tuition reimbursement in accordance with the contractual provisions, during the year of sabbatical leave.
 - c. Service seniority increment as prescribed in N.J.A.C.6:3-1.10(b).
3. Teacher must return to the school district for two (2) years following sabbatical or be responsible for returning sabbatical pay on a prorated basis.
4. Copies of income tax returns covering the period of the sabbatical are to be submitted as documentation of income during period of sabbatical leave.
5. Evaluation must be completed during August following sabbatical year, unless other arrangements have been made with monitoring administrator.

ARTICLE XIII

COMPLAINT PROCEDURE

- A. Any written or oral complaints regarding an employee made to any member of the administration by any parent, student or other person which does or may influence the evaluation of an employee shall be brought to the attention of the employee involved within two (2) work days of the complaint being received by the administration.
- B. The appropriate member of the administrator shall meet with the employee to apprise the employee of the full nature of the complaint and shall attempt to resolve the matter informally.

ARTICLE XIV

GRIEVANCE PROCEDURE

Nothing herein contained shall be construed as limiting the right of any employee having a concern/possible grievance to discuss the matter informally with the appropriate division head(s) and having the concern/possible grievance adjusted without the intervention of the Association, providing the adjustment is not inconsistent with the terms of this agreement.

A. Definitions

1. A grievance is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of any employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this agreement.
2. An aggrieved person is a person or persons making the claim.
3. A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problem which may from time to time arise affecting the welfare or terms and conditions of employment. Both parties agree that these proceedings will be kept confidential as may be appropriate in any level of the procedure.

C. Timelines

Grievances are to be filed within thirty (30) work days of occurrence.

1. Since it is important that a grievance be processed as rapidly as possible, the number of days filed indicated at each level shall be considered a maximum and every effort shall be made to expedite the process. The time limit specified may be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limit set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.
3. Any timeline(s) specified in the Procedure may be modified by mutual agreement of the parties.

4. **Procedure**

Level One

An employee shall first discuss his/her grievance orally with his/her immediate supervisor. An oral decision shall be provided to the employee within five (5) work days.

Level Two

If the aggrieved person is not satisfied with the decision, or if no decision has been rendered within five (5) work days after presentation of the grievance, he/she may submit the grievance in writing to the immediate supervisor within five (5) work days after receipt of the decision. The written grievance will include the following information:

- a. Summary of the grievance.
- b. The event or condition affecting employment or the provision of the agreement in question.
- c. The result of the informal discussion (if any).
- d. Remedy

The immediate supervisor will render a written decision within five (5) work days from the receipt of the written grievance.

Level Three

If the written response from the immediate supervisor does not resolve the grievance to the employee's satisfaction, the employee may submit the written grievance to the Superintendent within five (5) work days from receipt of the written response. Within ten (10) work days from the receipt of the written grievance, the Superintendent shall hold a meeting at which all parties in interest shall have the right to be heard. Within ten (10) work days of the meeting, the Superintendent shall, in writing, advise the employee and the Association of his/her determination.

Level Four

If the written response from the Superintendent does not resolve the grievance to the employee's satisfaction, the employee may submit the written grievance to the Board via the Board Secretary within five (5) work days from receipt of the written response. The Board shall consider the grievance at its next regular meeting and, if the employee so requests, will hold a hearing with all parties of interest. The Board shall make a determination within ten (10) work days from the hearing or meeting and shall, in writing, notify the employee and the Association of its determination.

Level Five

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Four, he/she may within five (5) work days request in writing that the Association submit the grievance to arbitration.

- a. The Association may submit the grievance to arbitration within fifteen (15) work days after receipt of the request by the aggrieved person.

- b. Within ten (10) days after such written notice of submission for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators from the Public Employees Relations Commission may be made by either party.
- c. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be advisory on the parties.
- d. The cost for the service of the arbitrator, including per diem expenses, if any, and actual, necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

Rights of Employees to Representation

1. Any party in interest may be represented at all levels of the formal grievance procedure by himself/herself or at his/her option, by representatives selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the formal grievance procedure.
2. No reprisals, restraints, interference, coercion, discrimination, or intimidation of any kind shall be taken by the Board or any member of the administration against any party in interest, any building representative, or any other participant in the grievance procedure by reason of participation.

Miscellaneous

1. If a grievance affects a group or class of employees, the Association may submit such grievance in writing to commence at **Level Three**.
2. The Association may process a grievance through the grievance procedure even though the aggrieved person(s) does not wish to do so.
3. All decisions will be in writing. The decision(s) set forth shall include reasons(s) and be transmitted promptly to all parties in interest and to the Association.
4. 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 within the personnel file of any of the participants.
5. The Board agrees to furnish to the Association in response to reasonable requests any reasonable information which may be necessary for the Association to process any grievance.

ARTICLE XV SALARIES

A. Payment of Salaries

The salaries of all employees covered by this agreement are set forth in the attached salary Schedules titled Year 1 and Year 2, and made a part hereof. Paychecks shall be issued on the 15th and the last business day of the month for Central Office. When a payday falls on a holiday, or vacation, employees shall receive their paychecks on the last previous working day.

B. Category

The category of each employee shall be determined by the Superintendent, under the direction of the Board of Education.

C. Credit for Increment

Any twelve month employee employed before January 1st during the term of this contract shall be given full credit for the year. If employed on or after January 1st, the employee shall not receive credit for the year's service. Any ten-month employee employed before February 1st during the term of this contract shall be given full credit for the year. If employed on or after February 1st, the employee shall not receive credit for the year's service.

D. Tenure and Longevity Compensation

New hires, employed on or after September 1, 1988 shall not be eligible for tenure and longevity benefits. All employees currently employed shall be "grandfathered" as to applicable tenure and longevity benefits as provided in their respective salary schedules.

E. Options

1. Credit Union Deductions

Employees may individually elect to have a percentage or dollar amount of each biweekly gross salary deducted from their pay. These deductions will be deposited in the ABCO Federal Credit Union, every two weeks.

2. Summer Payment Plan

The Board shall provide a summer payment plan as prescribed by N.J.S.A. 18A:29-3. Payment to the employee shall be made by individual checks to the order of the employee. The employee participating in such plan shall receive two (2) payments. Such payments to coincide with the first pay periods scheduled for July and August.

F. Additional Compensations

1. Payment

Employees who receive payment for extracurricular activities, evening school employment, or any other activity, will be paid with separate checks.

2. Extracurricular

Compensation for designated extracurricular assignments are contained in the attached salary schedule F. If employees agree to accept an extracurricular assignment, they shall be paid the compensations according to the attached salary schedule(s) in addition to their regular salaries. One-half (1/2) of this payment shall be made on the first payday in December of the school year, and one-half (1/2) on the first payday in May.

3. Interscholastic Coaches

All interscholastic sports coaches will be paid as per schedule F and may be paid in accordance with F.2. by mutual agreement.

4. Auxiliary Personnel

Auxiliary personnel (interscholastic sports program) shall be compensated as follows:

	<u>13-14</u>	<u>14-15</u>	<u>15-16</u>
a. Single Game (Either Varsity or Junior Varsity)	\$45	\$46	\$46
b. Varsity Game plus Junior Varsity Game	\$55	\$56	\$56
c. Single Game-Evening Start 5:30 or later, or weekend, or holiday	\$55	\$56	\$56
d. Varsity Game plus Junior Varsity Game-Evening start 5:30 or later, or weekend, or holiday	\$65	\$66	\$66

5. Substitute Extracurricular Assignment

Any individual who assumes an assistant, Head, (or any higher level) coaching assignment or other extracurricular assignment with increased responsibility or any such new assignment for more than one week will be entitled to pro rata pay at the higher or contracted level for the time they fill the position.

G. Class Coverage Compensation

Category A employees and category B employees with substitute teaching certificates shall receive payment as outlined in Article VII Paragraph H, in a separate check issued the second pay period in the months of December, April, and July. Effective date 9/1/99.

H. Category C - Holiday Compensation

- 1. Winter/Spring Vacation.** Any employee hired on or before June 30, 1997 who reports to work during winter (Christmas) and/or spring (Easter) vacation shall receive an additional sixty dollars (\$60) for each day worked. Any employee hired on or after July 1, 1997, shall not be eligible for the additional payment of \$60. It is understood that the district's winter and spring vacation break continues to be a regularly scheduled work period, subject to normal requests by Category C employees for use of vacation days. It is further understood that if the Board alters the work schedule in a way which would otherwise cause a loss of the \$60. payment to the "grandfathered" employees, said employees shall nevertheless continue to receive such payment.

2. **Additional Holidays.** Any employee who reports to work on a day when other twelve (12) month employees (ex. Category B, Administrators, etc.) have a paid holiday (Ex. Friday before President's Day), the employee shall receive an additional sixty dollars (\$60) for each day worked.
3. **Payment.** Any employee entitled to additional pay as described in H.1 and/or H.2 shall receive his/her additional pay in a separate check with the second (2nd) pay following the period in which the employee earned the additional pay.

I. Additional Category C Compensations

Compensation for the listed titles shall have the respective compensations:

Foreperson.	\$1,721.
Black Seal*	\$1,528.
Bus License.	\$1,376.
Custodian/Repair.	\$2,500.

*Any employee hired on or before June 30, 1996, who received the black seal payment shall continue to receive it. Any employee hired on or after July 1, 1996, will not be eligible for said payment. However, the cost of renewal of the black seal license for said employees shall be paid by the Board.

ARTICLE XVI

BENEFITS

A. Health Benefits

1. The Board may substitute or replace the current health insurance coverage plan (medical, prescription, dental, vision) with a new plan, provided that the new plan is equal to or better than the SEHBP (medical and prescription), Delta Dental and Vision Service Program plans. In the event the Board decides to substitute or replace this coverage with a new plan, it shall give the Association at least 45 days' advance notice, along with a copy of the proposed contract. In the event that a change in the health benefits plan or administrator results in a change in the panel providers (i.e. network), all employees will be given advance notice of the change and will be notified of where they can obtain a copy of the list of new healthcare providers.
2. The Board shall pay the premium cost of health insurance (medical, prescription, dental and vision, or any combination thereof) for each employee and their enrolled eligible dependents. All employees receiving health insurance, shall pay the legally required contribution in accordance with Chapter 78 or other applicable State law. Contributions required under Chapter 78 shall remain at Tier 4 level for the duration of this Agreement. Such contribution shall be deducted from the employee's salary and paid, in equal installments, in accordance with the payroll schedule for the unit.
3. The standard shall apply to benefit levels, deductibles, coinsurance, and total out-of-pocket expenses and the administration of the plan.
4. If the Board changes the health care carrier as outlined in paragraph 2 above, and a unit member incurs a loss in level of benefits as defined above (due to reasons other than the employee selecting a plan of "lesser benefits") then the Board shall:
 - a. Make the affected member financially whole;
 - b. Immediately seek from the health care provider increases in the level of benefits and/or administration of the plan to meet the levels as defined above, but has been discovered less;
 - c. The Board shall publish and distribute to unit members and the Association notification of the increases in the level of benefits and/or administration of the plan.
5. As part of the provisions of paragraph 4 above, employees shall cooperate with the Board in its pursuit of the employee's claim.

B. Prescription

1. Subject to the provisions outlined in Section A. above, the Board shall pay the premium cost of prescription insurance coverage for each employee and their enrolled eligible dependents. All employees receiving health insurance, shall pay the legally required contribution in accordance with Chapter 78 or other applicable State law. Contributions required under Chapter 78 shall remain at

Tier 4 level for the duration of this Agreement. Such contribution shall be deducted from the employee's salary and paid, in equal installments, in accordance with the payroll schedule for the unit.

C. Dental

Subject to the provisions outlined in Section A. above, the Board shall pay the premium cost for each employee and their eligible dependents for a Dental Plan with the following coverages:

	EMP/SPO	DEPENDENTS
Preventive and Diagnostic	100%	100%
Remaining Basic Services	75%	50%
Crowns	75%	50%
Prosthodontia Services	50%	50%
Orthodontic Services*	N/A	

Maximum payment for any calendar year by insurance company is \$1,500 per person for Preventive & Diagnostic, Basic Crowns and Prosthodontia Services.

Maximum Payment for Orthodontic Services* is \$1,200 per child/lifetime. (*for eligible dependent children only)

D. Vision

Subject to the provisions outlines in Section A above, the Board shall pay the premium cost of vision care insurance coverage for each employee similar to Vision "C" with no deductible.

E. Section 125

1. Employees may opt out of the medical coverages in accordance with the School Employee Health Plan Benefit Regulations as follows:
 - a. For employees participating in the Opt Out Program, the reimbursement percentage is 25% of the savings up to a maximum of \$5,000 per year. There WILL NOT be partial reimbursement. Employees must opt out BOTH Medical and Prescription coverages.
 - b. If an employee wishes to participate in the Opt Out Medical Reimbursement program, he/she is required to apply and show eligibility EVERY YEAR. The employee will be responsible for the submission of the application by June 1st which shall be posted on the District's website. If an employee misses the June 1st date, he/she will have to re-apply the

next year unless there is a life altering event. Upon completion of the form and submission of proof of eligibility, he/she will receive two equal payments, one on or before December 30th and one on or before June 30th. Eligibility for Opt Out of Medical/RX Insurance Reimbursement Program are as follows:

- i. A copy of the employee's Insurance showing his/her name and the name of his/her current insurance carrier is required; and
- ii. The Opt Out Reimbursement Program does not apply to Dental and Vision Insurance coverages.

F. Hours Needed for Benefits

An employee must regularly work at least 25 hours per week to be eligible for the above benefits. However, anything to the contrary herein notwithstanding, any employee employed as of September 1, 1999, shall continue to receive health benefits.

G. Extended Illness

In cases of extended illness after sick days are exhausted, the Board shall continue providing the medical benefits as described in "A" above for a period not to exceed five (5) months after the expiration of FMLA.

H. Worker's Compensation

The Board shall maintain workers compensation insurance for the coverage of all employees. In accordance with the NJSA 18A:30-2.1, the employee will not suffer a loss in money or time due to a job-related injury which is covered by worker's compensation. Injuries which qualify for worker's compensation will be determined by the insurance company.

I. Retirement Benefits

1. The Board shall provide Category B & C employees who retire pursuant to the rules and regulations of PERS and with 25 years or more of in-district service, hospital/surgical and major medical coverage as provided in paragraph "A" above.
2. Should the State enact legislation providing such coverage to Category B & C employees, same will supersede and preempt the above provision.

J. Employee Assistance Program

The Board shall provide an Employee Assistance Program.

ARTICLE XVII

TUITION REIMBURSEMENT

A. The Board agrees to pay for tuition costs in the following manner:

Tuition Reimbursement

As of 7/1/94

A	100%
B	60%
C	50%
Pass for Credit	50%
Lower than C	00%

1. Courses must be approved in advance by the Superintendent and be appropriate and/or required for teaching/employment at Burlington County Institute of Technology. Reimbursement will be made by the Board upon presentation or evidence of successful completion of the course(s), within thirty (30) days after submission.

Non-tenure employees 6 credits

Tenured employees..... 12 credits

However, the Superintendent may waive this limitation where in his/her sole discretion it is deemed appropriate to do so.

2. If an employee takes course(s) at a New Jersey State College or University, the tuition rate of the institution shall prevail. If an employee takes course(s) elsewhere, the tuition rate of the School of Education, Rutgers University, shall prevail, unless said tuition is at a lower rate, than the lower tuition shall be the rate for reimbursement.

3. The total expenditure of all category A employees shall not exceed one hundred thousand (\$100,000.00) dollars per school calendar year (July 1 to June 30).
The total expenditure of all category B and C employees shall not exceed ten thousand (\$10,000.00) dollars per school calendar year (July 1 to June 30).

4. Verification of additional courses taken during the school year must be submitted to the Business Office in advance of the following school year, and no later than August 31st, in order to receive a salary adjustment in the following school year.

B. If an employee believes it is in the best interest of the school district to attend an activity that will aid his/her professional development in his/her field of teaching/employment, it is the responsibility of the member to notify his/her Division Head of his/her wishes. The Division Head shall notify the Superintendent who will notify the Board of this request with his/her recommendation, at the earliest convenient time, but if possible no later than the next Board meeting. The Board will evaluate the request to make a decision as to

whether or not the member may attend. The Board's decision shall be final on all requests.

- C. **Adult Education Class Enrollment** - Employees may enroll in classes offered in the Adult Education Division tuition free only, provided there is space available and the employees division head has approved the course.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

A. Recognition granted hereunder shall not impair the rights under Section 19 of Article I of the New Jersey Constitution.

B. New Jersey Statutes and Public Law

1. Nothing contained herein shall be construed to deny or restrict to any person, such rights as he/she may have under any statute in the State of New Jersey, including Title 18A Education of the New Jersey Statutes, or other applicable statutes and regulations.
2. Except as expressly provided otherwise in this agreement, the determination and administration of school policy, the operation management of the schools, and the direction of the employees are vested exclusively in the Board except as otherwise provided in Chapter 123, Public Law of New Jersey, 1974.
3. The Board of Education retains the right granted under New Jersey Statutes annotated title 18A, section 18A:54-20 "Employ and Dismiss Principals, Teachers, Janitors, Mechanics and Laborers, fix, alter and order paid their salaries and compensation," and, "prescribe the course of study to be pursued" for Principals and Teachers.

C. Separability

If any provision of the Agreement or any application of this agreement to any employee or group of employees is held to be contrary to the law, than such provisions of application shall not be deemed valid and subsisting, except to the extent permitted by the law. But, all other provisions or applications shall continue to full force and effect.

D. Notice

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 shall hand deliver said notice or by certified mail sent to the following addresses:

1. If by the Association, to the Board at:
Board Secretary/Business Administrator
Burlington County Institute of Technology
695 Woodlane Road,
Westampton, NJ 08060

2. If by the Board, to the Association at:
President, Burlington County
Institute of Technology Education
Association 695 Woodlane Road,
Westampton, NJ 08060

- E. Effective upon ratification, mileage related to an employee's duties will be paid at the State mileage rate in place when the mileage occurs.

ARTICLE XIX

REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1st to the following August 31st) which is covered in whole or in part by this Agreement said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers "shall be in an amount not to exceed 85% of the regular member dues."

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representatives, the representation fee should be equal to the regular membership dues, initiation fees and assessments charged by the Association to its own member, and the representation fee has been set at the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 (following), the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

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

3. Termination of Employment

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

4. Mechanics

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

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee prior to the beginning of the membership year, and such changes will be reflected in any deductions made more than 10 days after the Board received last day said notice.

6. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all new employees represented by the Association who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

D. Right of Enactment of Fee

The enactment of the deduction of the representation fee is in accordance with Chapter 477 P.L. 1979 of the New Jersey State Law, and the Board will be "safe and harmless" in any action taken to stop this representation fee from begin deducted from a nonmembers paycheck.

ARTICLE XX

LIAISON COMMITTEE

- A.** The parties agree to establish and maintain the Liaison Committee to consist of members designated by the Association and agents of the Board designated by the Superintendent to study matters of concern to the Unit and to the Board.
- B.** Any parties mutually agreed to, may be invited to attend a meeting of the Liaison Committee.
- C.** The Committee shall establish its own procedures.
- D.** This Committee shall meet at least once monthly and at such other times as shall be mutually agreed upon by its members. Monthly meeting can be cancelled by mutual agreement of the Superintendent and Association president.

ARTICLE XXI

SENIORITY AND JOB SECURITY

A. Seniority

School District Seniority is defined as service by employees in the School District. An employee shall lose all accumulated School District Seniority only if he or she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the School District.

B. Reduction In Force

1. Any anticipated or planned reduction in force shall not be implemented or take effect without sixty (60) days prior notice to the Association. Following the notice, a meeting between the Board and the Association shall occur at least thirty (30) days prior to the effective date of such anticipated or planned reduction in force.
2. In the event of layoff, the employees shall be laid off in the inverse order of seniority of the employees in the department involved, consistent with Title 18:17-4.
 - a. Thirty (30) days' notice of layoff shall be given to employees involved.
 - b. At least thirty (30) days before being laid off, an employee shall be informed of all vacancies in any other work locations, for the purpose of giving him/her an opportunity, to be exercised within said thirty days, to fill such vacancy.

C. Right To Grievance

An employee who is discharged or laid off shall have ten (10) working days within which to file a written grievance under Article XIV hereof. In the event that no written grievance is filed within said time, the layoff or discharge shall be final, and the employee shall have no recourse through the grievance procedure.

ARTICLE XXII

TEACHER EVALUATION

- A. All monitoring or observation of the work performance of the teacher will be conducted openly. The use of eavesdropping, public address or audio system and similar surveillance devices will be strictly prohibited. Direct observation only is to be considered as evaluation of teachers. BCIT will comply with the State Teacher Evaluation Statute and Regulation Code.
- B. Teachers shall receive a copy of any evaluation report prepared by their superiors, and will be entitled to a post observation conference to discuss the report. In no event shall the teacher fail to receive the report later than one (1) day before such conference. No such report will be submitted to the central office, placed in the teacher's file or otherwise acted upon without the prior conference with the teacher. No evaluation form so placed in a teacher's file shall be considered valid unless the teacher's signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. Nothing herein shall prevent or prohibit the Administration/Supervisor from having an informal discussion with the teacher prior to the post-observation conference.
- C. Teachers not reemployed for the following school year will be so notified by May 15th in writing with a statement of reasons. If a teacher is not notified that he/she will not be reemployed by May 15th, he/she shall receive a contract for the following year.
- D. Teachers will have the right, upon request, to review the contents of their personnel file and to receive a copy, at Board expense, of any documents contained therein. A teacher will be entitled to have a representative of the Association accompany him/her during such review. At least once every two (2) years, a teacher will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the Office of the Superintendent of Schools and if he/she agrees, they will be destroyed.
- E. No material derogatory to a teacher's conduct, services, character, or personality will be placed in his/her file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had a chance to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent, or his/her designee and attached to the file copy.
- F. Although the Board agrees to protect the confidentiality of personal references, academic credential and other similar documents, it will not establish separate "confidential" files.

**ARTICLE XXIII
DURATION OF AGREEMENT**

This agreement shall be effective as of July 1, 2016 and shall expire on June 30, 2018.

Date:

Burlington County
Institute of Technology
Education Association

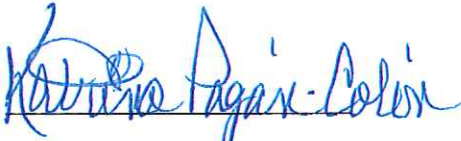


BCIT EA President

Board of Education
Burlington County
Institute of Technology



Board President



BCIT EA Treasurer



Board Secretary

YEAR 1
2016-17 BCIT Teachers
"FREEZE ON STEP"
Salary Guide

Step	BA/Cert	B+15/C+20	MA/C+40	MA+15/C+60	MA+30/BA	M+60/MA
1	54,207	55,387	56,561	57,892	59,255	60,616
2	54,707	55,867	57,031	58,182	59,555	60,916
3	55,207	56,367	57,531	58,682	59,855	61,216
4	55,707	56,867	58,031	59,182	60,355	61,516
5	56,428	57,589	58,759	59,915	61,077	62,238
6	57,152	58,313	59,476	60,538	61,800	62,962
7	57,875	59,036	60,199	61,360	62,523	63,684
8	59,889	61,050	62,212	63,374	64,535	65,697
9	61,866	63,027	64,190	65,352	66,513	67,675
10	63,844	65,004	66,158	67,330	68,491	69,662
11	65,854	67,017	68,180	69,340	70,501	71,664
12	67,869	69,031	70,199	71,354	72,515	73,679
13	69,918	71,080	72,241	73,403	74,565	75,727
14	71,969	73,130	74,289	75,452	76,615	77,787
15	74,031	75,191	75,759	77,599	78,700	79,891
16	76,714	77,875	78,104	80,266	81,425	82,585
17	80,253	81,413	84,165	85,331	86,492	87,653
18	82,174	83,348	87,164	86,337	92,223	93,386

YEAR 2
2017-18 BCIT Teachers

Salary Guide Step	BA/Cert A	B+15/C+20 B	MA/C+40 C	MA+15/C+60 D	MA+30/BA E	M+60/MA F
1	55,237	56,397	57,561	58,722	59,885	61,046
2	55,737	56,897	58,061	59,222	60,385	61,546
3	56,237	57,397	58,561	59,722	60,885	62,046
4	56,737	57,897	59,061	60,222	61,385	62,546
5	57,459	58,620	59,783	60,945	62,107	63,269
6	58,182	59,343	60,506	61,668	62,830	63,992
7	59,905	60,066	61,229	62,390	63,553	64,714
8	60,819	62,030	63,242	64,404	65,566	66,727
9	62,698	64,057	65,220	66,382	67,543	68,705
10	64,874	66,034	67,188	68,350	69,521	70,682
11	66,864	68,047	69,210	70,370	71,531	72,694
12	68,899	70,081	71,223	72,384	73,546	74,709
13	70,948	72,110	73,271	74,433	75,598	76,757
14	72,999	74,160	75,319	76,482	77,645	78,817
15	75,061	76,221	76,786	78,569	79,790	80,891
16	77,744	78,905	80,194	81,298	82,459	83,620
17	81,283	82,443	85,195	86,361	87,522	88,683
18	83,204	84,378	88,194	88,367	93,253	94,426

YEAR 1

**BCIT
T/A's
2016-17
*FREEZE ON STEP***

Salary Guide Step	A	B	C	D	E
1	24,388	24,773	25,158	25,543	25,928
2	24,588	24,973	25,358	25,743	26,128
3	24,788	25,173	25,558	25,943	26,328
4	24,988	25,373	25,758	26,143	26,528
5	25,209	25,593	25,978	26,363	26,748
6	25,644	26,029	26,414	26,799	27,184
7	26,784	27,169	27,554	27,939	28,324
8	27,641	28,028	28,411	28,796	29,181
9	28,282	28,667	29,052	29,437	29,822
10	29,594	29,979	30,364	30,749	31,134
11	31,449	31,834	32,219	32,604	32,989
12	34,342	34,727	35,112	35,497	35,882
13	37,235	37,620	38,005	38,390	38,775
14	40,454	40,839	41,224	41,609	41,994

YEAR 2

**BCIT
T/A's
2017-18**

Salary Guide Step	A	B	C	D	E
1	24,713	25,098	25,483	25,868	26,253
2	24,913	25,298	25,683	26,068	26,453
3	25,113	25,498	25,883	26,268	26,653
4	25,313	25,698	26,083	26,468	26,853
5	25,533	25,918	26,303	26,688	27,073
6	25,969	26,364	26,739	27,124	27,509
7	27,109	27,494	27,879	28,264	28,649
8	27,966	28,351	28,736	29,121	29,506
9	28,607	28,992	29,377	29,762	30,147
10	29,919	30,304	30,689	31,074	31,459
11	31,774	32,159	32,544	32,929	33,314
12	34,667	35,052	35,437	35,822	36,207
13	37,560	37,945	38,330	38,715	39,100
14	41,054	41,439	41,824	42,209	42,594

YEAR 1
2016-17 BCIT Secretaries

~~FREEZE ON STEP~~

Salary Guide			
Step	A	B	C
1	29,979	30,364	30,749
2	30,279	30,664	31,049
3	30,579	30,964	31,349
4	30,879	31,264	31,649
5	31,493	31,878	32,263
6	32,126	32,511	32,896
7	32,972	33,357	33,742
8	34,339	34,724	35,109
9	35,917	36,302	36,687
10	38,293	38,678	39,063
11	40,050	40,435	40,820
12	41,869	42,254	42,639
13	44,761	45,146	45,531
14	47,652	48,037	48,422
15	49,443	49,828	50,213

YEAR 2
2017-18 BCIT Secretaries

Salary Guide

Step	A	B	C
1	30,145	30,530	30,915
2	30,445	30,830	31,215
3	30,745	31,130	31,515
4	31,045	31,430	31,815
5	31,659	32,044	32,429
6	32,292	32,677	33,062
7	33,138	33,523	33,908
8	34,505	34,890	35,275
9	36,083	36,468	36,853
10	38,459	38,844	39,229
11	40,216	40,601	40,986
12	42,035	42,420	42,805
13	44,927	45,312	45,697
14	47,818	48,203	48,588
15	50,043	50,428	50,813

YEAR 1

2016-17 BCIT Custodians

FREEZE ON STEP

Salary Guide

Step	A	B	C
1	32,213	32,598	32,983
2	32,413	32,798	33,183
3	32,613	32,998	33,383
4	32,813	33,198	33,583
5	33,439	33,824	34,209
6	34,731	35,116	35,501
7	36,051	36,436	36,821
8	37,433	37,818	38,203
9	38,708	39,093	39,478
10	40,056	40,441	40,826
11	41,406	41,791	42,176
12	42,758	43,143	43,528
13	43,957	44,342	44,727
14	46,097	46,482	46,867
15	48,166	48,540	48,925
16	51,149	51,534	51,919

YEAR 2

2017-18 BCIT Custodians

Salary Guide

Step	A	B	C
1	32,728	33,115	33,498
2	32,928	33,313	33,698
3	33,128	33,513	33,898
4	33,328	33,713	34,098
5	33,954	34,339	34,724
6	35,246	35,631	36,016
7	36,566	36,951	37,336
8	37,948	38,333	38,718
9	39,223	39,608	39,993
10	40,571	40,956	41,341
11	41,921	42,306	42,691
12	43,273	43,658	44,043
13	44,472	44,857	45,242
14	46,612	46,997	47,382
15	48,670	49,055	49,440
16	51,749	52,134	52,519

YEAR 1
2016-17 BCIT Maintenance/Receiving
FROZE ON STEP

Salary Guide Step	A	B	C	D
1	39,672	39,957	40,342	41,916
2	40,604	40,989	41,374	42,948
3	41,637	42,022	42,407	43,981
4	42,669	43,054	43,439	45,013
5	43,702	44,087	44,472	46,046
6	44,734	45,119	45,504	47,078
7	45,767	46,152	46,537	48,111
8	46,799	47,184	47,569	49,143
9	48,364	48,749	49,134	50,708
10	49,771	50,156	50,541	52,115
11	51,117	51,502	51,897	53,461
12	54,337	54,722	55,107	56,681
13	57,505	57,890	58,276	59,849
14	61,159	61,544	61,929	63,503

YEAR 2
2017-18 BCIT Maintenance/Receiving

Salary Guide Step	A	B	C	D
1	41,217	41,602	41,987	43,561
2	42,249	42,634	43,019	44,593
3	43,282	43,667	44,052	45,626
4	44,314	44,699	45,084	46,658
5	45,347	45,732	46,117	47,691
6	46,379	46,764	47,149	48,723
7	47,412	47,797	48,182	49,756
8	48,444	48,829	49,214	50,788
9	50,009	50,394	50,779	52,353
10	51,416	51,801	52,186	53,760
11	52,762	53,147	53,532	55,106
12	55,982	56,367	56,752	58,326
13	59,150	59,535	59,920	61,494
14	62,804	63,189	63,574	65,148

Extra Curricular & Coaching Stipends

Position	Stipends
Assistant Guidance Chair	\$2,605.00
Athletic Trainer	\$17,843.00
Baseball - Assistant	\$5,530.00
Baseball - Head	\$7,843.00
Basketball - Assistant Boys' (2)	\$6,376.00
Basketball - Assistant Girls'	\$6,376.00
Basketball - Head Boys'	\$9,063.00
Basketball - Head Girls'	\$9,063.00
Bible Club	\$1,452.00
Big Brothers/Big Sisters	\$1,452.00
Bowling Assistant	\$5,934.00
Bowling Head	\$7,189.00
Chairperson District Objectives	\$5,368.00
Cheerleading	\$5,934.00
CIE Coordinator	\$6,139.00
Class Advisor 2018 - (2)	\$2,363.00
Class Advisor 2019 - (2)	\$2,363.00
Class Advisor 2020 - (2)	\$2,153.00
Class Advisor 2021 - (2)	\$2,153.00
Community Information Liaison	\$9,054.00
Cross Country Assistant	\$5,475.00
Cross Country Head	\$7,630.00
DECA	\$2,895.00

Fall Show Assistant Director	\$3,053.00
Fall Show Director	\$3,561.00
Fall, Winter and Spring Site Supervisor	\$12,500.00
FBLA	\$2,895.00
FCCLA	\$2,895.00
FFA	\$2,895.00
Field Hockey - Assistant	\$5,475.00
Field Hockey - Head	\$7,630.00
GSA	\$1,452.00
Guidance Chairperson	\$8,457.00
Haines Room Coordinator (ITV)	\$6,455.00
Head Teacher - Career Major (2)	\$3,254.00
Head Teacher - English	\$3,254.00
Head Teacher - Health and Physical	\$3,254.00
Head Teacher - Math	\$3,254.00
Head Teacher - Science	\$3,254.00
Head Teacher - Small Learning	\$3,254.00
Head Teacher - Social Studies	\$3,254.00
Head Teacher - Special Education	\$3,254.00
HOSA	\$2,895.00
Human Relations (Shared)	\$1,452.00
Interact (Shared)	\$1,452.00
Key Club (Shared)	\$1,452.00
National Honor Society - (2) (Shared)	\$1,452.00
National Technical Honor Society -(2)	\$1,452.00

Newspaper (Shared)	\$1,452.00
Peer Mediator	\$1,923.00
Performing Arts/Choral/Drama (2)	\$1,452.00
PRIDE	\$2,895.00
PSAT/SAT	\$1,162.00
Race Car	\$1,162.00
REBEL	\$1,923.00
Robotics	\$2,895.00
Scholarship Coordinator	\$2,233.00
Skills USA - (2)	\$2,895.00
Soccer - Assistant Boys' (2)	\$5,475.00
Soccer - Assistant Girls' - (2)	\$5,475.00
Soccer - Head Boys'	\$7,630.00
Soccer - Head Girls'	\$7,630.00
Softball - Assistant	\$5,530.00
Softball - Head	\$7,843.00
Spring Show Assistant Director	\$3,053.00
Spring Show Director	\$3,561.00
Spring Show Instrumental Director	\$3,561.00
Spring Vocal	\$3,053.00
Stage Crew (Shared)	\$1,452.00
Student Activity Fund Coordinator	\$2,793.00
Student Council - (2)	\$2,213.00
Sub Caller	\$5,378.00
Teen Writers Guild Need (2) (Shared)	\$5,317.00

Video Tech Crew (Shared)	\$1,452.00
VO TAG	\$3,254.00
Wrestling Assistant	\$6,042.00
Wrestling Head	\$8,821.00
Yearbook - (2)	\$5,317.00