

PREAMBLE

This Agreement, entered into July 1, 2003, by and between the Warren County Vocational-Technical School Board of Education, Washington, New Jersey, hereinafter called the "Board" and the Warren Tech Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

The Board hereby recognizes the Warren Tech Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment as defined in the Employer-Employee Relations Act of 1968 as amended, for all certificated and non-certificated personnel including:

Classroom Teachers
Librarian
Nurse
Guidance Counselors
Custodians and Maintenance Personnel
School Building Secretaries
Cook Aide when used as a certified teacher
Adult Education Secretaries

but excluding:

The Superintendent of Schools
Principals
Assistant Principals
Director of Student Personnel Services
Coordinators
Child Study Team Personnel
Other County Adult Education Personnel
Aides
Per diem employees, such as maintenance specialists, consultants, substitutes but not limited to these classifications
Secretary to Superintendent
Secretary to Board Secretary/Business Manager
Administrative Secretary (Payroll Accountant)
All evening vocational personnel
Practical Nursing Program Staff

- (a) The term "teacher" when used hereinafter in this Agreement shall refer to all certificated employees represented by the Association in the negotiating unit as defined above.
- (b) Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to female employees shall include male employees, and vice-versa.
- (c) The term "Board" shall include its officers and members.

ARTICLE II

NEGOTIATION PROCEDURE

Beginning not later than December 15th of the calendar year preceding the calendar year in which this Agreement expires, the Board and the Association agree to negotiate over a successor Agreement pursuant to the rules and regulations of the Public Employment Relations Commission and a good faith effort to reach satisfactory terms and conditions of employment.

ARTICLE III

GRIEVANCE PROCEDURE

Definition:

- A. A "grievance" shall mean a claim by an employee that there has been misinterpretation, misapplication, or a violation of the Agreement or Board Policy relating to terms and conditions of employment, or an administrative decision affecting him. A decision by principal, supervisor, or chief school administrator, to request dismissal of a (non-tenured) employee, shall not be subject to the procedures set forth below, such a request to be referred without delay to the Board. A grievance to be considered under this procedure must be initiated in writing within twenty five (25) work days of the time that the employee knew of its occurrence.
- (1) Grievance of Board Policy and/or administrators decisions may proceed up to and including Level 4.
 - (2) Only matters concerning this contract (terms and conditions) may be grieved up to and including Level 5.
- B.
- (1) It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. Either party may be represented by a person of their choice at any level of the grievance procedure.
 - (2) Failure at any step of this procedure to communicate the administrative decision on a grievance within the specified time limits shall permit the aggrieved employee 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.
 - (3) It is understood that employees during and notwithstanding the pendency of any grievance, shall 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.
 - (4) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process.
- C. Level One

Any employee who has a grievance shall discuss it first with his principal (or immediate supervisor or department head, if applicable) in an attempt to resolve the matter informally at that level.

D. Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) work days, he may set forth his grievance in writing to his principal/immediate supervisor on the grievance form provided.

The principal/immediate supervisor shall communicate his decision to the employee in writing with reasons within three (3) work days of receipt of the written grievance.

E. Level Three

The employee, no later than five (5) work days after receipt of the principal's/immediate supervisor's decision, may appeal the principal's/immediate supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal/immediate supervisor as specified above and the employee's dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) work days. The Superintendent shall communicate his decision in writing with reasons to the employee and the principal/immediate supervisor.

F. Level Four

If the grievance is not resolved to the employee's satisfaction, the employee, no later than five (5) work days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) work days to the Board of Education. The Board, within 40 days, shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a response to the grievance by the Board-Secretary.

G. Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the employee, and the employee wishes review by a third party, and if the matter pertains to this agreement between the Board and the Association, the employee shall so notify the Board through the Superintendent within ten (10) work days of receipt of the Board's decision.

H. Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of a third person referred to as an arbitrator:

- (1) A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- (3) If the parties are unable to determine, within ten (10) work days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

- (4) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The recommendations of the arbitrator shall be advisory. The Board, the aggrieved and his representative and the Association shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

I. Miscellaneous

Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.

J. Costs

- (1) Each party shall bear the total cost incurred by themselves.
- (2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.

ARTICLE IV

A. EMPLOYEE RIGHTS

Pursuant to Chapter 303, Public Laws 1968, revised in Chapter 123, Public Laws 1975, the Board hereby agrees that its employees shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted and lawful activities for mutual aid and protection. As a Freeholder appointed body exercising governmental power under the color of law of the State of New Jersey the Board undertakes and agrees that it or its employed administrative or executive personnel will not directly or indirectly discourage, deprive, or coerce any employee with respect to hours, salary, terms or conditions of employment, by reason of his membership in the Association including collective negotiations with the Board, or his institution of any grievance, complaint or proceeding with respect to any term or condition of employment under, or aside from the specific terms of this agreement.

Whenever an employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or salary or any increments pertaining thereto, then he 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 and represent him during such meeting or interview.

Whenever an employee is required to appear before the Superintendent concerning any matter which could affect the continuation of that employee in his office, position or employment, or the salary or any increments pertaining thereunto, then he will be given prior written notice, receipt of which will be confirmed by the signature of the employee. The employee will be entitled to representation in any such meeting.

B. SAVINGS CLAUSE

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE V

ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association information with respect to employee's salaries and other financial information in the form presented to the Board, provided such information is available to the public.
- B. The Association and its representatives may be permitted to transact official Association business on school property, if facilities are available, and with approval of the Superintendent or his designee.
- C. The Association and its representatives may have the right to use the school building for meetings, the use of the facilities and equipment as approved by the Superintendent or his designee and at times and under conditions which will not interfere or interrupt normal school operations. The Association will be responsible for providing their own supplies (paper, etc.).
- D. The Association President shall be provided with facilities in which to store Association records and to conduct Association business.
- E. The Association President shall be provided with release time as needed to perform his/her Association duties.
- F. The rights of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the members of the negotiating unit and to no other comparable employee organization.

ARTICLE VI

BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement and Chapter 303, Public Law of 1968 as amended, and in accordance with all applicable laws and regulations pertaining to the following:

- (1) to direct employees of the school district,
- (2) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, demote, discharge, or take other disciplinary action against employees,
- (3) to relieve employees from duty because of lack of work or other reasons as determined by law,
- (4) to maintain the efficiency of the school district operations entrusted to them,
- (5) to determine the methods, means and personnel by which such operations are to be conducted and,
- (6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE VII

SCHOOL CALENDAR

The Board agrees to consider the recommendations from the Association for the subsequent year's school calendar; provided the suggestions are presented to the Superintendent by March 1. An early dismissal will precede Thanksgiving, Christmas, and Easter recesses in accordance with the calendar adopted by the Board following consultation with Association representatives. There will be no compensation in salary or compensation time for "Back to School Night".

ARTICLE VIII

EMPLOYMENT

A. TEACHER

Teaching staff members shall report on time to assume their first assignment and remain until they have completed their last regular assignment. Their total in school work day shall not exceed seven (7) continuous hours. No teaching staff member shall be required to stay later than 4:30 p.m. for regularly assigned professional duties. Teaching staff members who agree to teach beyond the seven (7) hours shall be reimbursed at an hourly rate equal to $1/1715 \times$ annual salary. Class trips initiated by the teaching staff member or for which the teaching staff members volunteer are not reimbursable as an extension of the work day.

A teacher's student contact time shall not exceed 7 (seven) periods per 7 (seven) hour workday and /or totaling 280 minutes. Student contact/instructional time is defined as any time teachers have responsibility for instructing or supervising students.

Each teacher shall be placed on the Salary Guide, Schedule "A(1)(2)" in accordance with the following:

- (1) The initial salary of a teacher shall be set at the discretion of the Board of Education, but shall not exceed the salary paid to teachers of equivalent training and experience presently employed in comparable positions. Comparable positions shall mean positions for which the same certificate is required. The Board and the individual shall decide as to the salary step and this agreed upon experience level shall proceed from this point in regular progression in future years. The initial salary will be determined in accordance to NJSA 18A:29-9.
- (2) Additional credit will be given for military service ending in other than dishonorable discharge, not to exceed four (4) years.
- (3) Additional credit may be given at the Board's discretion for education and/or work experience outside the usual standards, provided this meets with the approval of the New Jersey Department of Education.
- (4) Teachers will work according to the school calendar which will consist of 184 working days.
- (5) Teachers who take college credit (non-degree teachers) and teachers who take graduate credit at an accredited college or university in areas related to their field of instruction shall be reimbursed at a rate not to exceed the New Jersey State College average per credit up to a maximum of 12 credits per year excluding those instructors on sabbatical.
 - a. Courses must be approved in advance by the Superintendent and a teacher must receive a "B" or better or "P" in pass/fail to be eligible for reimbursement. A "B" or better is required to be eligible for reimbursement for courses taken during sabbatical leave. Official transcripts of the grade and proof of tuition cost must be submitted.

- b. The maximum total payments to be made by the Board will not exceed \$17,000 in each of the three years of the contract from 2003 through 2006 for instructors and secretaries excluding sabbaticals. The maximum total payments to be made by the Board for credits taken during sabbatical leave will not exceed the New Jersey State College average per credit, times 36, in total for the school year. Reimbursement for Board or State certification courses not paid by other agencies shall be paid by the Board, such payments not to be included in the total allowed above for credit reimbursement. Application for reimbursement will be approved based on date of application and relevance of the courses to the teacher's assignment.
- c. Teachers who anticipate a horizontal movement on the guide for the ensuing school year shall give notification to the Superintendent in writing by December 1st.
- d. In any given year, the Board will provide in-service professional development experiences in the amount of 20 hours that will assist the teacher in attaining the required 100 hours of continuing education. The district experiences will be sufficient to meet the employee's annual progress requirement.
- e. In-service programs shall be conducted during the in-school teacher workday and work year if teacher attendance is required. Lunches on in-service days shall be (1/2) one half hour in duration.
- (6) All full-time classroom teachers will have two (2) daily preparation periods. Those teachers who have more than four (4) daily preparations shall be compensated at the rate of \$1,250 for each additional preparation. All non-teaching professional staff members shall have release time as needed.
- (7) By May 15th, a letter of intent signed by the Board shall be sent to all tenure and non-tenure teachers notifying them of their re-employment and their salary step for the ensuing year. Teachers being offered contracts shall indicate acceptance or rejection by June 15. Failure of non-tenured teachers to return the signed contract by June 15 shall indicate rejection of the contract by the teacher.
- (8) The Board and Association acknowledge that a teacher's primary responsibility is to teach, and that his energies should, to the extent possible, be utilized to this end.
- (9) Every effort will be made to avoid scheduling five (5) consecutive teaching periods.
- (10) Teachers assigned to cover classes during their preparation period will be reimbursed at an hourly rate equal to $1/1715$ x annual salary. Teachers will be paid one hour's pay for each class that is covered during their prep periods. Teachers who cover another class at the same time they cover their own will receive one and three-quarters (1-3/4) hour's pay for each three periods covered.
- (11) The Board will not be required to reimburse a teacher covering another teacher's class because he/she had to leave school early for personal reasons or medical appointments.
- (12) If possible, a tentative schedule shall be given to teachers prior to the last working day in June.
- (13) Every effort will be made not to assign lunchroom teachers to cover a class.
- (14) The Board will provide training to any instructor assigned to teach in the Interactive Teleconference Center (ITC).
- (15) If a teacher receives notice to report for jury duty the teacher should take up this matter with his/her immediate supervisor. For all days during which a teacher is required to be on jury duty the board will continue the teacher's regular salary providing the employee endorses over to the Board either the jury duty check or pays to the Board an amount equal to the daily jury duty salary

only. Payments received for expenses shall not be endorsed over or paid to the Board.

B. CUSTODIANS

- (1) Custodians shall be assigned their hours of work by the Administration.
- (2) Custodians shall report on time and shall remain until the end of their work day. The custodians' work day shall consist of eight and one-half (8-1/2) hours including a duty-free half hour for dinner. Custodians who work more than forty hours on a Monday through Saturday week shall be paid for hours over forty at one and one-half times their regular hourly rate, or be given compensatory time (if the employee agrees) in lieu of overtime. All hours worked on any Sunday or paid holiday shall be compensated at twice the custodian's regular hourly rate. All overtime shall be offered on a rotating basis according to seniority.
- (3) Regular daily working hours for custodians shall be determined by the immediate supervisor to ensure that appropriate cleaning is completed for each school day and that there is appropriate coverage as needed during the school day and for student events.
- (4) Twelve-month custodians will receive twelve paid holidays. These holidays will include the following:

New Year's Day	Labor Day
Presidents' Day	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day	Christmas Day
July Fourth	
3 Floating Days	

Custodians who do not work the workday immediately preceding the workday and the workday immediately following said holiday, and who do not present an acceptable excused absence for either or both of these days, will not be paid holiday pay.

- (5) Vacations for 12 month custodians shall be as follows:
 - a. Two weeks paid vacations shall be earned at the rate of 10/12 day per month during the first through fifth years of employment.
 - b. Three weeks paid vacation shall be earned at the rate of 15/12 day per month during the sixth through the thirteenth year of employment.
 - c. Four weeks paid vacations shall be earned at the rate of 20/12 day per month during the fourteenth year of employment and each year thereafter.
 - d. Vacations for custodians employed less than a full year during the first year of employment shall be earned at the rate of 10/12 day per month prorated from the day of employment.
 - e. Anniversary date for all vacations shall be July 1 of each year. A full year of credit for the first year of employment shall only be granted if the custodian is employed prior to January 1 of that year.
 - f. Vacations will be taken during the months of July and August. Additional requests will be granted at the discretion of the Superintendent.

- g. Seniority shall only take precedence in the selection of vacation days when full weeks are requested. Individual days shall not be subject to seniority, but shall be on a first request basis.
- (6) If a custodian receives notice to report for jury duty, the custodian should take up the matter with his/her immediate supervisor. For all days during which a custodian is required to be on jury duty and is paid for the jury duty, the Board will continue the regular salary providing the employee endorses over to the Board either the jury duty check or pays to the Board an amount equal to the daily jury duty salary only. Payments received for expenses shall not be endorsed over or paid to the Board.
 - (7) Custodians may take one fifteen minute break during their work shift. Breaks may be taken at a time when circumstances within the area permit and upon permission of the immediate supervisor.
 - (8) On days school is closed due to inclement weather, custodians shall make every effort to report to work. The Superintendent of Schools, through a snow chain, will notify custodians not to report to work if road conditions are such that it is impossible for anyone to report to work.
 - (9) Employment may at anytime be terminated for just cause by either party by giving the other two (2) weeks notice in writing. Custodians employed after July 1, 2000 shall be employed for a probational period of six (6) months subject to release without dispute.
 - (10) The Board agrees to provide each custodian with five (5) sets of uniforms with replacements as needed and one pair of work shoes not to exceed \$50 will be provided each year. Custodians and maintenance personnel shall be required to wear their uniforms at all times while on duty.
 - (11) Custodians shall be paid a salary differential of 5% (five percent) for work performed during the second shift and 10% (ten percent) for work performed during the third shift. In both cases the additional salary shall be determined on an hourly rate equal to $1/2080 \times$ annual salary plus (+) 5% or 10% of the hourly salary applicable. The above salary differential shall not be applicable to overtime work. Overtime shall be compensated as in paragraphs 2 and 13 of this Article.
 - (12) Custodians will receive two (2) hours pay at $1\frac{1}{2}$ times regular pay when required to make a security check of the building on days off.
 - (13) The administration will exercise best efforts to avoid asking custodial employees to work more than two different shifts in the same week. Custodial employees shall be given at least 7-1/2 hours off between the end of one work shift and the beginning of another. Should the administration require a custodial employee to work two shifts back to back, pay for the second such shift will be at the overtime rate irrespective of hours otherwise worked during the week.
 - (14) All layoffs or reduction in force will be done in accordance with the seniority in job classification, least senior employees laid off first. Recalls will also be done in order of seniority, most senior employees recalled first.
 - (15) Where feasible, summer shift selection shall be made by custodians based on seniority, with highest seniority having first preference.

C. SECRETARIES

- (1) Secretaries shall be assigned their duty stations by the administration.

- (2) Secretaries shall have a (60) minute duty free lunch between the hours of 10:30 a.m. and 1:30 p.m.
- (3) Secretaries may leave the building during their free lunch period.
- (4) Secretaries may take one fifteen (15) minute break during their a.m. work period.
- (5) Secretaries shall report on time and shall remain until the end of their work day. The secretaries work day shall not exceed 8 continuous hours including a 60 minute duty free lunch period. No secretary shall be required to stay later than 5:30 p.m. for regularly assigned duties; however, when and if requested to do so one secretary may be assigned to work from 9:30 to 5:30 p.m. during the regular work year. Secretaries who work more than 40 hours in a Monday through Friday week shall be paid for hours over forty at their hourly rate plus one-half that rate, or be given compensatory time. The compensation will be at the discretion of the employee. Regular daily working hours for secretarial and clerical personnel will be determined by the superintendent.
- (6) For those secretaries who work during the winter or spring recesses or on any day that is not a holiday and school is in recess, the office hours are 8 a.m. to 4 p.m. Secretaries will be assigned by the Superintendent to work 8 a.m. to 3 p.m. or 9 a.m. to 4 p.m., including a 60 minute duty free lunch period. Each secretary shall work one (1) day during the Christmas vacation and one (1) day during the Easter vacation or two (2) days during either vacation. Secretaries will not be required to work on the day following Christmas or Easter. Secretaries will be compensated for one (1) of these days with either compensatory time or remuneration at their hourly rate. The compensation will be at the discretion of the employee.
- (7) On days when school is closed due to inclement weather, secretaries shall make every effort to report to work. The superintendent of schools through a snow chain will notify secretaries not to report to work if the road conditions are such that it is impossible for anyone to report to work. If no such notice is given, secretaries may choose to use a personal day or a sick day if they wish not to report to work on such "snow days". Secretaries arriving at the school before noon on such "snow days" shall be paid as if for a full day.
- (8) On days when school is closed due to inclement weather after the start of the school day, the Superintendent or designee shall assign one secretary to remain in the school for one hour after dismissal.
- (9) Vacations for 12 month secretaries shall be as follows:
 - a. Two weeks paid vacations shall be earned at the rate of 10/12 day per month during the first through fifth years of employment.
 - b. Three weeks paid vacation shall be earned at the rate of 15/12 day per month during the sixth through thirteenth year of employment.
 - c. Four weeks paid vacations shall be earned at the rate of 20/12 day per month during the fourteenth year of employment and each year thereafter.
 - d. Vacations for secretaries employed less than a full year during the first year of employment shall be earned at the rate of 10/12 day per month prorated from the day of employment.
 - e. Anniversary date for all vacations shall be July 1 of each year. A full year of credit for the first year of employment shall only be granted if the secretary is employed prior to January 1 of that year.

- f. Vacations will be taken during the months of July and August, however, five (5) days vacation may be taken during the school year providing the days are not taken before or after a scheduled school closing. Additional requests will be granted at the discretion of the Superintendent.
 - (10) All 12 month employees shall be employed from July 1 through June 30 with the same holiday schedule as teachers as outlined in the Warren County Technical School's annual calendar, but with the inclusion of July 4 and any earned vacation time.
 - (11) If a secretary receives notice to report for jury duty the secretary should take up this matter with her/his immediate supervisor. For all days during which a secretary is required to be on jury duty the board will continue the secretary's regular salary providing the employee endorses over to the Board either the jury duty check or pays to the Board an amount equal to the daily jury duty salary only. Payments received for expenses shall not be endorsed over or paid to the Board.
 - (12) All full-time secretaries shall have twelve (12) month positions.
 - (13) Employment may be terminated for just cause at anytime by either party by giving the other two (2) weeks notice in writing.
 - (14) Secretaries who take college courses shall be reimbursed as per Article VIII A.(5).
- D. If the Board employs bus drivers during the life of this contract, their positions will be included in the bargaining unit and the Board acknowledges that it will negotiate their terms and conditions of employment with the Association.

ARTICLE IX

SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Schedule "A(1 - 5)" which is attached hereto and made a part hereof.
- (1) Teachers employed on a ten month basis shall have the option of a summer payment plan as described in New Jersey Statutes, Title 18A:29-3. Payday shall be on the 15th and 30th of each month except February when it shall be on the 15th and the last working day of the month.
 - (2) Teachers employed for more than the ten (10) months shall be paid for the additional time in accordance with a plan mutually agreeable by the employee and the Board.
 - (3) Teachers may elect to have an amount of their monthly gross salary deducted from their paycheck which will be deposited in the Teachers' Federal Credit Union.
 - (4) When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous work day.
 - (5) Teachers shall receive their checks on the last working day in June, provided they have fulfilled all professional responsibilities to the satisfaction of the principal. These responsibilities and inspections shall be put in writing by the principal and passed on to all teachers prior to May 15th.
 - (6) The Board shall provide the following to teachers who have had approval by the Superintendent in the performance of assigned duties:
 - a. Reimbursement for employees using their own vehicles in the conducting of their

district duties will be at the rate approved by the IRS in its most recent publication.

- b. Teachers shall receive reimbursement for lodging and meals and other living expenses incurred in attending approved conferences up to a limit which will be agreed upon in advance by the Superintendent and the teacher.
- c. Compensation for work outside of normal school days, when requested by the superintendent, shall be equal to one/one hundred eighty-fourth (1/184th) of the teacher's annual salary for full days worked. Hourly rates for time worked, at the request of the superintendent, outside of the normal school day, shall be compensated at an hourly rate equal to $1/1715 \times$ annual salary for less than full days worked. A full day shall be considered seven (7) hours.

- B. Teacher participation in extracurricular activities which extend beyond the regularly scheduled in-school day shall be compensated according to the activity and rate of pay in Schedule "D" as attached hereto and made a part hereof.
- C. The Board of Education has the option to add extra coaching positions or additional extracurricular activities to be included under Schedule "D".
- D. Both the Board and the Association recognize that professional duties often extend past the normal seven (7) hour work day and the school calendar. The Board, through the administration may request that faculty members carry out their professional teaching duties beyond the normal working hours.

E. CUSTODIANS

The salaries of all custodians covered by this agreement are set forth in Schedule "B" which is attached hereto and made a part hereof.

- (1) Custodians will be paid on a semimonthly basis during the months in which they work. Payday shall be on the 15th and 30th of each month except February when it shall be on the 15th and the last working day of the month.
- (2) When a pay day falls on or during a holiday, vacation, or weekend, custodians shall receive their pay checks on the last previous work day.

F. SECRETARIES

The salaries of all secretaries covered by this agreement are set forth in Schedule "C" which is attached hereto and made a part hereof.

- (1) Secretaries will be paid on a semimonthly basis during the months in which they work. Payday shall be on the 15th and 30th of each month except February when it shall be on the 15th and the last working day of the month.
- (2) When a pay day falls on or during a holiday, vacation, or weekend, secretaries shall receive their pay checks on the last previous work day.

ARTICLE X

TEACHER EVALUATION

- A. In accordance with Board Policy at least two (2) formal evaluations for tenured teachers and at least three (3) for non-tenured teachers shall be made by certified administrators by April 1st of the school year, and signed by the evaluator and the teacher being evaluated.

- B. All formal evaluations will be in writing by the administrator and will be dated and will be discussed with the teacher being evaluated. Formal evaluations shall include specific recommendations for instructional improvement. Every reasonable effort will be made to give observations to the teachers within 12 (twelve) working days.
- C. Ample time between formal evaluations shall be afforded teachers to carry out recommendations for improvement.
- D. All evaluations may include a pre-observation conference. A post-observation conference will be held after each evaluation. All observations shall be one period in duration.

ARTICLE XI

SUPERINTENDENT'S ADVISORY COUNCIL

The purpose and philosophy of this committee are to keep the faculty informed about Board of Education actions and discussions; and to allow the faculty members a forum to air problems and give suggestions to the Superintendent in a general meeting atmosphere.

- (1) The meeting of the Superintendent's Advisory Council will be held at the call of the Superintendent or the association president the day following a Board of Education meeting or as soon as possible thereafter. The meetings shall be held after 3:00 PM and limited to 4 (four) requests from the association president per year.
- (2) The Superintendent's Advisory Council will be composed of at least five (5) faculty members serving on a volunteer basis, plus the president of the Warren Tech Education Association.
- (3) The meeting may be attended by any administrators, guidance personnel and members of the Child Study Team.
- (4) Grievances and individual personnel matters before the Board will not be discussed during the Superintendent's Advisory Council meetings.

ARTICLE XII

A. SICK LEAVE

- (1) Between July 1 and the following June 30, Secretaries and Custodians shall be entitled to twelve (12) days of personal sick leave each school year, prorated, with pay as defined in Board Policy Manual.
- (2) Between September 1 and the following June 30, Teachers shall be entitled to ten (10) days of personal sick leave each school year, prorated with pay as defined in Board Policy Manual. One extra day will be granted for each extra month worked.

B. RETIREMENT PAY FOR UNUSED SICK LEAVE

Employees retiring during the term of their contract with unused sick leave shall be compensated for the said sick leave at the rate of \$60 per day. If notification occurs after December 1, the Board may elect to postpone payment of the benefit.

3 year's service: 25% of accumulated leave
6 year's service: 50% of accumulated leave
9 year's service: 75% of accumulated leave
12 year's service: 100% of accumulated leave

To qualify for the benefits of this section, personnel must submit written notification to the Superintendent of the Warren County Vocational School, on or before December 1st, of their intent to retire the following year. The Board and the WTEA agree that this paragraph pertains to retirement and should not be considered severance pay, therefore, this benefit shall only be paid when the employee submits proof of filing to either vest or begin collecting retirement benefits.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year of the contract.

- A. Illness in the immediate family - (wife, husband, mother, or father of employee, or children under 18 years of age provided said child or children are single) up to two (2) days. Any unused illness in immediate family days shall be converted to and combined with accumulated sick leave days at the completion of each school year, and thereafter considered, for compensation purposes, as if they were sick leave days.
- B. Death Leave - (immediate family, that is: mother, father, wife, husband, child, brother, sister, mother-in-law, father-in-law, stepmother, stepfather, and grandparents or grandchildren of employee or spouse) up to five (5) days at any one time. In addition to leave for death in the immediate family, two (2) days leave will be provided for any employee acting as the legal guardian of the deceased or the executor of the deceased's estate.
- C. Personal Business
- (1) Up to two (2) days personal leave shall be granted to an employee, during a school year, for personal business which cannot be handled outside of school hours. No reason to be required. The Superintendent has discretion in all cases to approve or disapprove the leave requests. Leave may be denied when the Superintendent has reason to believe that the business involved could be transacted outside of school hours. Such leave shall not be cumulative. Any unused personal days shall be converted to and combined with accumulated sick leave at the completion of each school year, and thereafter considered, for compensation purposes, as if they were sick leave days.
 - (2) Requests for leave must be made three (3) days prior to date of request except in cases of emergency. Emergency requests must state the reason for which the personal leave will be used.
 - (3) Personal leave will not be granted before or after a holiday or school vacation unless leave is for a religious observance, emergency or extenuating circumstances.
- D. Unusual reasons for absence - any unusual reason for absence must be made in writing to the Superintendent and will be disposed of on the merits of the case.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

A. Disability Leave - Non Job Related

- (1) An employee who anticipates a disability shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows of it.
 - (a) In the case of pregnancy, the employee shall inform the supervisor of the anticipated

delivery date.

- (b) No later than 90 days prior to the anticipated delivery date, the employee shall request either a leave of absence while she is disabled, for which accumulated sick leave may be utilized, or an unpaid leave of absence for child care.
- (2) When a non-job related disability occurs an employee who is placed on involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.
- (3) To be eligible for a salary increment and credit toward longevity payments and sabbaticals, an employee must work at least one-half of the work year in which the leave commences or terminates.
- (4) An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.
- (5) No salary or benefits will be paid during such child-care leaves. However, benefits may be kept up through employee contributions.

B. Childcare Leaves

- (1) The board may grant voluntary unpaid leaves of absence for the purpose of childcare of an infant to employees who fulfill the requirements set forth below.
- (2) Such leaves of absence may be for one-half work year or one full work year at the request of the employee and with the approval of the Board. Extensions may be granted at the discretion of the Board of Education.
- (3) To avoid unnecessary interruptions in instruction, childcare leaves shall commence at the end of the disability leave or on a date mutually agreed upon by the Board and the employee, and shall terminate the following September 1.
- (4) An employee desiring an unpaid leave shall apply no less than 90 calendar days before the anticipated delivery date of the infant. In the case of an adoption, notice shall be given to the employee's supervisor when application for the adoption is made. In cases of adoption, application shall be made for a specific leave period as soon as the employee is informed of the custody date.
- (5) To be eligible for a salary increment and credit toward longevity payments and sabbaticals, an employee must work at least one-half of the work year in which the leave commences or terminates.
- (6) An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.
- (7) No salary or benefits will be paid during such childcare leaves. However, benefits may be kept up through employee contributions.

ARTICLE XV

SABBATICAL LEAVE REGULATIONS

- A. A teacher who has successfully completed seven years of teaching excluding leave in the Warren County School District may be granted a Sabbatical Leave of one (1) year's duration for the purpose of graduate study or studying in places of employment to gain technological or industrial

experience in the area of the teacher's assignment.

- B. Applications for a leave beginning in the fall must be made by November 1 of the preceding year. All applications must be made on the form developed by the Superintendent. A decision by the Board will be made by March 1 preceding the Sabbatical year. Applications shall be considered in the order of their receipt in the Superintendent's office, but the Board of Education reserves the right to reject any application.
- C. No more than two (2) teachers may be on Sabbatical leave at any one time. Decisions will be based on:
 - (1) Purpose of the leave.
 - (2) Teacher's value to the district upon return.
 - (3) The availability of budgetary funds.
- D. A teacher on Sabbatical leave shall receive 60% of the salary he would have earned if he had remained in the district. While on Sabbatical a teacher shall receive 100% of all benefits he would have received if he had remained in the district, except for sick leave. Upon return to the district a teacher shall be placed on the guide where he would have been had he remained in the district, so long as the Sabbatical's purpose was successfully completed.
- E. During the Sabbatical Year, a teacher must report two (2) times each semester describing the progress he has made in fulfilling the purpose of the leave. Such report shall be filed using forms developed by the superintendent. In addition, official transcripts must be submitted as soon as possible.
- F. Upon return to the district from a Sabbatical, the teacher agrees to remain an employee of the district for at least two (2) years, unless discharged by the Board. If a teacher fails to fulfill his obligations he must repay the board all of the salary he received while on Sabbatical. A personal contract will be signed between the Board and the Teacher.
- G. In no case shall a second Sabbatical Leave be granted earlier than seven (7) years from the end of the first leave.
- H. Requests for withdrawal of Sabbatical Leave approved by the Board for the full year must be in the office of the Superintendent not later than the first day of May.

ARTICLE XVI

INSURANCE COVERAGE

- (1) The Board of Education will provide Blue-Cross, Blue Shield and Major Medical plans, or plans providing equal coverage, for teachers, custodians, secretaries, and their dependents, at no cost to the employee.
- (2) The Board agrees to deduct premiums from teachers', custodians', and secretaries', pay for a paycheck insurance plan, and remit such premiums monthly to the designated office.
- (3) The Board will provide coverage in a prescription plan for teachers, custodians, and secretaries and their dependents at the expense of the Board. Co-pay shall be \$5 (five dollars) for brand-name drugs and \$2 (two dollars) for generic drugs. The plan shall cover only prescribed pharmaceuticals.
- (4) The Board will pay the premiums for individual and family dental insurance (VCT 100, 80, 50). The monthly premium per employee paid by the Board will be capped at \$90 during the duration of the contract 2003-2006.

- (5) The Board will purchase prescription safety glasses for shop teachers to a limit of \$100.00 for any teacher in each year of the contract or every other year with the annual amount accumulating to \$200.

ARTICLE XVII

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the WARREN TECH EDUCATION ASSOCIATION, THE WARREN COUNTY EDUCATION ASSOCIATION, THE NEW JERSEY EDUCATION ASSOCIATION, NATIONAL EDUCATION ASSOCIATION, OR THE AMERICAN VOCATIONAL ASSOCIATION or any one or any combination of such associations as said teachers, custodians, and secretaries individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made.
- B. The Board agrees to withhold salary for a tax sheltered annuity plan, such plan to be approved by the Association.

ARTICLE XVIII

NON-INSTRUCTIONAL EMPLOYEES

- A. Employees assigned to work above their classification beyond fifteen (15) days or assigned to perform work normally done by another employee at a higher pay rate will receive the higher pay rate for the work performed.
- B. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- C. (1) An employee who is resigning from his position shall give normal two weeks notice.
(2) Earned vacation shall be paid according to the proportions of full months worked to the total contract year, unless proper notice has not been given.
- D. Employees will be notified of their contract and salary status for the ensuing year no later than May 15.
- E. Employees other than bus drivers shall not be required to drive students in private automobiles.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

- A. This agreement constitutes the contract for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

- C. The Board may request that employees perform work beyond the employees normal duties and that this work be performed outside normal work hours. Such work may include, but is not limited to, snow removal, painting, curriculum development, and chaperoning dances. Nothing in this agreement will preclude the Board from entering into an agreed rate of compensation. However, the terms of this agreement, including all pay scales, shall not be violated.
- D. Copies of this Agreement shall be reproduced at the expense of the Board. Copies shall be presented to all employees covered by this agreement.
- E. It is understood that all teachers, custodians, and secretaries shall continue to serve under the direction of the Superintendent of Schools, and in accordance with provisions of this Agreement.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party may do so by registered letter at the following address:

To the Board: Warren County Technical School Board of Education
1500 Route 57
Washington, NJ 07882

To the Association: To the President of the Association
At the address as filed with the Board of Education.

G. Posting and Opening Procedures

(1) Date of Posting

- (a) When school is in session, a notice shall be posted in the school as far in advance as practicable, ordinarily at least ten (10) school days before the final date when applications must be submitted and in emergency no less than three (3) school days before such date. A copy of said notice shall be given to the Association at the time of the posting. Employees who desire to apply for such vacancies shall submit their application in writing to the superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office until the position is filled.

(2) Application Procedure

- (a) Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the superintendent, and provide a self-addressed envelope which will reach them during the summer. The Superintendent shall notify such employees of any vacancy in a position for which they desire to apply. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in an emergency no less than ten (10) days before such date. In addition, the superintendent shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office, in the school, and a copy of said notice shall be given to the Association.

ARTICLE XX

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2006, subject to the Association's right to negotiate over a successor Agreement as provided in Article II.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of this Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

The Board and the Association agree to commence negotiations not later than December 15 of the final year of the contract pertaining to a successor agreement as per Article II of this Agreement.

WITNESSETH

WHEREAS, the Board of Education is required by law to negotiate in good faith concerning terms and conditions of teacher employment and for the purpose of establishing a grievance procedure with the Association, now, therefore, the Board and the Association have reached agreement on all such matters and desire to execute this contract covering such agreement.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested to by their respective secretaries on the day and year first written above.

**WARREN COUNTY TECHNICAL SCHOOL
BOARD OF EDUCATION**

WARREN TECH EDUCATION ASSOCIATION

(s) _____
Board President

(s) _____
WTEA President

(s) _____
Board Member

(s) _____
WTEA Neg. Chairman

(s) _____
Board Secretary

SCHEDULE A(4)

ADDITIONAL SALARY AND EXPENSE CONSIDERATIONS

A. Longevity - service increments for continuous employment with the Board, by certificated staff members covered under salary Schedule A, shall be paid according to the following schedule:

10 - 14 years - 1% of Base Salary

15 - 19 years - 2% of Base Salary

20 - 24 years - 3% of Base Salary

25 years and over - 4% of Base Salary

The above is applicable to teaching staff only. However, anyone receiving a longevity payment during the 1991-92 school year shall continue to receive the same longevity payment without further increment.

B. Favorable reports by the Superintendent and those charged with supervisory responsibility and approval by the Board of Education are a prerequisite to granting of all increases in salary.

C. Progress on the guides shall be automatic based on service until the maximum is reached unless the services rendered are evaluated as unsatisfactory under the rules and regulations of the Board of Education.

D. Any teacher attending NJEA Convention shall be paid \$35 expenses per day with proof of attendance in writing.

