# AGREEMENT BETWEEN THE UNION COUNTY VOCATIONAL-TECHNICAL EDUCATIONAL ASSOCIATION

AND

THE BOARD OF EDUCATION

OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF UNION

2011-2014

### Contract 2011-2014

### **Table of Contents**

| Article I-Recognition                                  | Page 3  |
|--|---------|
| Article 2-Negotiation of Successor Agreement           | Page 4  |
| Article 3-Grievance Procedure                          | Page 5  |
| Article 4-Employee Rights                              | Page 8  |
| Article 5-Association Rights and Privileges            | Page 9  |
| Article 6-Teacher Work Year and Work Day               | Page 11 |
| Article 7-Secretarial Work Year and Work Day           | Page 14 |
| Article 8-Salary and Other Compensations               | Page 15 |
| Article 9-Secretarial Overtime                         | Page 21 |
| Article 10-Vacancies                                   | Page 22 |
| Article 11-Evaluation                                  | Page 23 |
| Article 12-Sick Leaves and Temporary Leaves of Absence | Page 25 |
| Article 13-Extended Leaves of Absences                 | Page 28 |
| Article 14-Insurance Protection                        | Page 31 |
| Article 15-Secretarial Vacations                       | Page 32 |
| Article 16-Board Rights                                | Page 33 |
| Article 17-Professional Development Opportunities      | Page 34 |
| Article 18-Employment Procedures                       | Page 38 |
| Article 19-Secretarial Reduction in Force              | Page 40 |
| Article 20-Miscellaneous Provisions                    | Page 41 |
| Article 21-Secretarial Expenses                        | Page 43 |
| Article 22-Deduction of Dues from Salary               | Page 44 |
| Article 23-Representation Fee                          | Page 45 |
| Article 24-Duration of Agreement                       | Page 46 |
| Schedule A-Teacher Salary Guides                       | Page 47 |
| Schedule B-Secretary Salary Guides                     | Page 50 |

## Article 1 Recognition

### Unit

The Union County Vocational-Technical Schools Board of Education (hereinafter "Board") hereby recognizes the Union County Vocational-Technical Educational Association (hereinafter "Association) as the exclusive and sole representative for the collective negotiations concerning grievances and terms and conditions of employment for all personnel, whether under contract or leave, presently employed or employed by the Board in the future, including:

- Coordinators of Cooperative Education / Placement / Apprenticeship
- Counselors
- Guidance Counselor/Recruiter
- Nurses
- School-to-Work Coordinator
- Secretaries

- Social Workers
- Teachers
- Teacher/ETTC Coordinator
- Worksite Teacher N.J. Youth Corps (10 month)
- Worksite Teacher N.J. Youth Corps (12 month)
- Project Coordinator/NJYC (12 month)
- Project Coordinator/NJYC (10 month)
- Transition Coach

### A. Definitions

### 1. Professional Personnel

Coordinators of Cooperative Education / Placement / Apprenticeship, Counselors, Guidance Counselor/Recruiter, Nurses, School-to-Work Coordinator, Social Workers, Teachers, Teacher/ETTC Coordinator, Worksite Teacher N.J. Youth Corps, Project Coordinator/NJYC, Transition Coach.

### 2. Teacher

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

### 3. Secretary

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

- a. Secretary to the Superintendent
- b. Secretary to the Principal

### 4. Employee

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

# Article 2 Negotiation of Successor Agreement

### A. Deadline Date

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin by mutual presentations of proposals not later than February 15 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and adopted by the Board.

### B. Modification

This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

## Article 3 Grievance Procedure

### A. Definitions

### 1. Grievance

A "grievance" is a claim in writing by the employee or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees' terms and conditions of employment. The term "grievance" shall not include the following:

- Any matter for which a method of review is provided for or is cognizable by law or by any rule or regulation of the State Commissioner of Education or State Board of Education
- Any matter for which a method of review is provided for or is cognizable by the Public Employment Relations Commission
- Matters, which according to law, are beyond the scope of Board authority
- Any rule or regulation dealing with managerial prerogative of the Union County Vocational-Technical Schools Board of Education or the State Commissioner of Education
- Any matter the determination of which would require an act by the Board of Education, which
  it is without legal authority to do
- A complaint of a non-tenure employee which arises by reason of his not being re-employed.
   N.J.S.A. 18A:27-10 et seq.
- A complaint by an employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required
- Any matter for which reviewed by arbitration is prohibited by law.

### 2. Aggrieved Person

An "aggrieved person" is the person or persons making the claims and any person including the claimant and any person including the Association or the Board, who might be required to take action or against whom the action might be taken in order to resolve the claim.

### B. Purpose

The purpose of the procedure is to secure, at the lowest possible level, solutions to grievances as defined above. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### C. Procedure

### 1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

### Year-End Grievances

In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

### 3. Level One: Principal or Immediate Supervisor, Informal Level

A grievance to be considered under this procedure must be initiated by the grievant within fifteen (15) calendar days after the grievant would be expected to know of its occurrence. In the event that the fifteen (15) calendar day period runs past the close of the school year, then the time for filing of the grievance shall be based on two (2) business days for each school day until fifteen (15) calendar days are reached. Where school ends and the period to file a grievance has not expired, the remaining days will then be counted two for one as set forth above. An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly or through the Association's representative: participating in such discussions and proceedings shall also be on his/her own time. Excepted from the operation of the foregoing provisions are those instances in which any employee is requested by an authorized administrator to be present.

### 4. Level Two: Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision is reached within six (6) school days after the grievance was referred to the building principal or immediate supervisor, then within ten (10) school days a written grievance shall be referred to the Superintendent. A decision shall be rendered by the Superintendent within ten (10) school days after its presentation.

### 5. Level Three: Advisory Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, whichever is sooner, the grievant must request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after the receipt of the request by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specific period, a request for a list of arbitrators may be made to the Public Employment Relations Commission.
- c. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be advisory to the parties, except that if the Board rejects two (2) arbitration decisions arising out of grievances occurring during a single contract year, all subsequent decisions arising during the same contract year shall be binding upon both parties.

- d. In the event that the arbitibility of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C5 (b) of this article.
- e. The cost for services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

### D. Rights of Employees to Representation

### 1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, by legal counsel or at his/her option, by representative(s) selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

### 2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

### E. Miscellaneous

### 1. Group Grievance

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

### 2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved persons and all decisions rendered at Level Two of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

### 3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

### 4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, hereafter referred to in the Article, unless the aggrieved person chooses otherwise.

## Article 4 Employee Rights

### A. Rights and Protection in Representation

The Board hereby agrees that every employee shall have the rights pursuant to Chapter 123, Public Laws 1974 (as amended).

### B. Statutory Sayings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations contained in the New Jersey Administrative Code.

### C. Just Cause Provision

No employee shall be disciplined, dismissed, reduced in rank or compensation, deprived of any professional advantage, or non-renewed without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

### D. Hearings

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

### E. Faculty Preparation Rooms and Dining Room

- 1. The Board shall provide faculty rooms on the main campus for the exclusive use of the faculty during their assigned preparation and lunch periods.
- The Board shall provide a faculty dining room, which shall be for the exclusive use of the employees during their assigned lunch periods.

# Article 5 Association Rights and Privileges

### A. Information

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

### B. Release Time for Meetings

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

### C. Use of School Buildings

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

### D. Use of School Equipment

The Association shall have the right to reasonable use of copying equipment located in the copying room at Baxel Hall. "Reasonable use" shall be defined as a reasonable time when the equipment is not otherwise in use. The Association will be supplied with an access code. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

### E. Bulletin Boards

The Association shall have, in each school building, the reasonable use of a bulletin board in each faculty lounge and teachers' dining room. The Association shall also be assigned to reasonable space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given to the building administrator, but no approval of content shall be required.

### F. Mail Facilities and Mail Boxes

The Association shall have the right to reasonable use of the inter-school mail facilities and school mailboxes without approval of building administrators or other members of the administration. The Association recognizes that the Board has no responsibility, or liability for delivery or miss-delivery of any material. Further, said mailboxes shall not be used to distribute any material, which can be construed as campaign material, reflecting issues related to political campaigns or activities in connection therewith, or in connection with any activity which is intended to or which would disrupt normal school operations. All material distributed shall bear the name of the Association.

### G. Exclusive Rights

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

### H. Faculty Room

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

### I. Release Time for Association President

The Board shall grant leave with pay for the president of the Association to attend meetings, conventions, and other activities in the interest of the Association or its affiliates. Such leave shall not exceed five (5) days.

# Article 6 Teacher Work Year and Work Day

### A. Work Year

- The in-school work year for teachers shall not exceed one hundred eighty-five (185) days. The
  work year shall comprise one hundred and eighty-two (182) student contact days and three (3) inservice days.
- Should school be closed for either the 181<sup>st</sup> or 182<sup>nd</sup> student contact day teachers shall not have to
  make up those days unless they are rescheduled by the Board as student contact days.
- 3. Should schools be closed for more than two (2) emergency days thereby necessitating student contact make-up days, the Board shall notify the employees of the dates of the re-scheduled student days at least one (1) month in advance if practical. Such advance notice shall not be unreasonably withheld.
- 4. The in-service days shall be one (1) orientation/in-service before the students arrive; one (1) mid-year full day in-service; and one (1) wrap-up/in-service as the last teacher day. Teachers shall receive professional development credits for the in-service.

### B. Teacher Attendance

Teacher attendance shall not be required whenever students are not required to be in attendance due to inclement weather or other emergencies.

### C. Other Provisions

- 1. Teachers asked to cover a class during their own preparation period will be compensated at the negotiated hourly rate. One forty-two (42) minute period (1/2 of one (1) block) will equal one hour of compensation.
- A reasonable effort will be made to limit the number of teaching preparations to three (3) per day.
   Anyone assigned more than three (3) preparations for a given day will be released from administrative assignments on that day.
- Faculty meetings will occur after school hours and are not to exceed one hour in length. Only one

   (i) general faculty meeting shall be scheduled per month. Each meeting will be scheduled from
   3:00 p.m. to 4:00 p.m. during the first week of each month.
- One (1) interdisciplinary/curriculum coordination meeting may be scheduled per month. Each scheduled meeting will be held from 3:00 p.m. to 4:00 p.m. on the third week of the month.
- Meeting dates shall be made part of the annual calendar distributed to the faculty at the beginning of the year. All staff will be given one week's notice of any meeting changes in date.

### D. Teachers' School Day

The Teachers' workday shall be from 7:50 a.m. to 2:55 p.m. Dismissal will be at 2:55 p.m.
Teachers shall not have specific duties before 8:00 a.m. but they shall be in their classrooms or in
the hallways adjacent to their classroom from 7:50 a.m. each day for the purposes of being
available to their students and supervising their students and monitoring the halls.

2. All teachers will teach no more than 1,300 minutes per week. Each day is divided into ten periods (four (4) blocks and two (2) lunch / labs). Teachers will teach no more than six periods three (3) blocks per day (no more than two (2) in succession). Any teacher asked to teach a seventh period would be compensated at 1/6 additional base salary.

A course will be defined as a class that has its own curriculum guide (with the exception of health and fitness that are considered as one course per grade level). Teachers will not normally be scheduled to teach more than two (2) courses if he or she is:

- a. Provisionally Certificated—OR—
- Assigned more than five (5) classes (distinct groups of students meeting at the same time
  in the same classroom—more than 13 blocks during 5 days)—OR—
- c. Assigned to teach AP courses-OR-
- d. Assigned a 'new' course as defined by a class he or she has never previously taught—OR—
- e. An itinerant teacher (teachers that are assigned to regularly teach in more than one classroom or building—with the exception of health / fitness classes.

When teacher assignments deviate from the above articulated guidelines, the following remedies will be applied:

- I. Any teacher that is assigned to teach three (3) courses, teaches more than 5 classes (b above), and meets any additional above articulated guidelines (a, c, d, or e) will be assigned an additional curriculum development period per day.
- II. Any teacher that is assigned to teach more than three (3) courses, teaches more than 5 classes (b above), and meets any additional above articulated guidelines (a, c, d, or e) shall be released from all administrative duties and compensated with a club column B stipend.
- The remainder of the ten (10) period day will include one (1) preparation period, curriculum development period(s), and one (1) duty-free lunch period of at least 35 minutes. Any teacher who volunteers and is assigned to perform a regularly scheduled (2 or more times per week for an entire school year) extra help/ student contact period within their subject discipline will be compensated with a club stipend rate if the additional contact time would cause the teacher to exceed the 1300 minute per week limit stipulated in Article 6.D.2. Any teacher who volunteers and is assigned to perform a regularly scheduled (2 or more times per week for half of the school year) extra help/ student contact period within their subject discipline will be compensated with one-half of a club stipend if the additional contact time would cause the teacher to exceed the 1300 minute per week limit stipulated in Article 6.D.2. Teachers will be in the halfways between periods (passing times) to monitor students. Any teacher not assigned to teach three blocks during a particular day may be assigned administrative assignments to replace nonteaching blocks / periods. Administrative assignments may include but are not limited to the following: lunch room duty, quiet study room duty, multi-media center duty, hall duty, internship duty, and front desk duty. On their two (2) block days, science teachers who teach six-credit science courses will have an additional instructional period during one of the lunch periods. The aforementioned instructional periods will be included in the 1,300 minute per week teaching limit stipulated in Article 6.D.2. The time associated with stipend assignments described above will not be included in the 1,300 minute per week teaching limit stipulated in Article 6.D.2.

4. Preparation and curriculum development periods are restricted to on campus except for those preapproved activities that are part of the teacher's job responsibilities or those who have approval from their immediate supervisor.

### E. Teachers' Post-Secondary Adult Education Program School Day

- 1. Teachers' of Post-Secondary Adult Education Program workday shall consist of three shifts from 8:00 a.m. to 2:00 p.m., 2:00 p.m., to 8:00 p.m., and 3:00p.m. to 9:00 p.m.
- 2. All teachers will teach no more than 1,650 minutes per week.
- 3. Each six hour day will include one (1) duty-free lunch period of at least 30 minutes.

### F. After School Activities

Open House, Back-To-School Night, Awards Night, Parent Conferences, Project Nights, New Student Orientation, Graduation and Advisory Board Meetings are recognized by both the Union County Vocational-Technical Schools Educational Association and the Union County Vocational-Technical Schools Board of Education as important activities to maintain the vitality and effectiveness of all the UCVTS education programs. Teaching and counseling staff are encouraged to cooperate with the school administration in these school activities, which enhance the operation of the school district.

### G. Emergency Faculty Meetings

It is understood and agreed that on occasion not to exceed three (3) times per year, the Superintendent may call an emergency faculty meeting in addition to regular faculty meetings with less than three (3) days notice. Attendance shall be without compensation. Notice and Agenda of any regular faculty meeting shall be provided to each member no less than three (3) days prior to the meeting. No more than one general meeting shall be scheduled per month.

### H. Calendar

School days will be shown on the official calendar promulgated by the Board and changeable at the discretion of the Board.

### I. Counselor Lunch/Breaks

1. There shall be two (2) uninterrupted periods of fifteen (15) minutes each (one in the a.m. and one in the p.m.). The time should be standardized and mutually agreed upon by the employee and the immediate supervisor.

2. Counselors will have at least a 30 minute duty-free lunch period. The time should be standardized and mutually agreed upon by the employee and the immediate supervisor.

## Article 7 Secretarial Work Year and Work Day

### A. The work year of secretaries shall be as follows:

- 1, 12 month employees-July 1 to June 30
- 2. 10 month employees-September 1 to June 30
- 3. Secretaries are not required to report for work if school is closed for the students due to inclement weather or any other emergency.

### B. The workday shall consist of:

- 1. Eight (8) hours
- 2. Sixty (60) minute uninterrupted lunch hour.
- 3. Normal work hours will be from 8:00 a.m. to 4:00 p.m. or 7:45 a.m. to 3:45 p.m., with any exceptions to be designated by the Superintendent.

### C. Summer Hours

- Summer hours (July 1 through August 31) shall not exceed a thirty-five (35) hour week inclusive
  of a sixty (60) minute uninterrupted lunch hour each day and breaks as described in Article 7,
  Section E.
- 2. Summer hours will also be observed at all times when school is not in session (excluding summer session, special needs programs, and any other "special programs/courses.")

### D. Coffee Breaks

There shall be two (2) uninterrupted periods of fifteen (15) minutes each (one in the a.m. and one in the p.m.). The time should be standardized and mutually agreed upon by the employee and the immediate supervisor.

### E. Paid Holidays

1. All secretaries shall be granted sixteen (16) paid holidays per year as designated by the Board.

## Article 8 Salaries and Other Compensation

#### Teachers

### A. Salary Guides

The salary guides for teachers for the school years 2011-12, 2012-13, and 2013-14 will be mutually developed and attached as Schedule A.

### B. Salary Guide Provisions

 The salary guide and its step positions shown on Schedule A is hereby determined and agreed to be correct. The Board and the Association agree that in the future contract every effort will be made not to add additional Steps to the existing Step Salary Guide.

### 2. Reclassification

- a. If a bargaining unit member has completed studies by September 1 of a school year which qualifies him/her for an educational level adjustment and if documentation verifying same is submitted by the following February 1, he/she will be reclassified and the salary adjusted retroactive to September 1.
- b. If a bargaining unit member has completed studies by February 1 on a school year which qualifies him/her for an educational level adjustment and if documentation verifying same is submitted by the following June 30, he/she will be reclassified and the salary adjusted retroactive to February 1.
- 3. The Board reserves the right to place incoming teachers on any step at its sole discretion based upon the teacher's education, training, kind, quality and extent of prior trade experience, prior thereto.
- 4. Salary for June of any year will be paid on the last working day of the month by check or deposit to the teacher's account at the option of the teacher.
- 5. Faculty members will be provided with an option to be paid on a 12-month basis. Teachers must notify the Business Office, in writing, prior to August 1 of the upcoming school year.
- 6. Summer Work, Adult School, Home Instruction, Supervision of MMC, Substitution for other teachers
  - a. All teachers engaged in summer work, adult school, home instruction, supervision of the multi-media center after school hours and who substitute for other teachers at the request of administration shall be paid at the rate thirty-four (\$34.00) dollars.
  - b. In the event employees are requested to work a full time schedule (7:50 a.m.-2:55 p.m.) after June 30th, they shall be paid on their per diem rate. Teachers working at the hourly rate in the summer may be scheduled to work full days without receiving the per diem rate. Such a schedule shall be mutually agreed to between the teacher and the administration.

- 7. Any teacher attending staff development programs sponsored by the District and beyond ten (10) month work schedule, shall be compensated at a rate of twenty (\$20.00) dollars per hour, and may count the staff development toward the 100 hours requirement for Professional Development under N.J/A/C/6:11-13. The hourly rate does not apply to courses taken at the ETTC Training Center.
- 8. Henceforward, teachers who attain, under contract, ten (10) or more years of service with this institution shall be entitled to annual non-cumulative longevity payments as follows:

 Service
 \$ 750.

 20 years or more
 \$ 1,275.

Teachers who have been receiving longevity at the 5, 10, 15, 20 year rates will continue to receive the same amount of longevity until they attain a new service milestone, at which time they will receive the aforementioned amounts.

Longevity has been suspended for year one of the contract and may be renegotiated for years two and three at a mutually agreed upon time.

- 9. CIE Coordinators, admission personnel, counselors, and LDTC shall work a maximum of one hundred eighty-five (185) days between September 1 and June 30. Their calendar shall coordinate with faculty holidays whenever possible. However, coverage shall be provided for registration periods. In the event the Board requests CIE Coordinators, guidance/admission counselors, nurses and social workers to work beyond June 30 they shall be paid their per diem rate for a seven (7) hour day and the hourly rate in B. 6 above for a five (5) hour day.
- 10. Coordinator CIE Placement, Apprenticeship Training:

The individual in this position shall be compensated at his/her regular salary plus ten percent (10%) for apprenticeship coordinator duties which will require a work schedule of one night per week for a period of three (3) hours per night (as established by the Superintendent). The schedule for the year shall be submitted to the Superintendent by September 15th.

11. Guidance Counselor/Recruiter:

The guidance counselor/recruiter shall receive, for every, six (6) hours worked beyond the regular workday, a per diem rate based on his/her current salary to be paid on a semi-annual basis. For any period worked which is less than six (6) hours, the pay for the same shall be pro-rated. The position is for ten (10) months.

- Less than full-time teachers who are involved in regular daytime vocational programs shall receive;
  - a. The percentage of the full-time contractual rate based on the salary guide to which they are entitled for the time they teach.
  - b. The percentage of all benefits received by full-time teachers (other than the medical benefits, which will be determined by statute regulations,) under this contract which represents the hours worked as related to full-time teacher employment.

#### 13. Professional Days

- a. A request for a professional day(s) is submitted in writing with detailed information and any other pertinent data to the appropriate administrator before, but not less than ten (10) working days before the date of the scheduled Board meeting. The Superintendent will review both positive and negative requests of the principals and the Superintendent may reverse the decision of the principal.
- The administrator will initial his/her approval and forward the request within two (2) working days of the date received to the Superintendent for final review and approval.
- The Superintendent will advise the appropriate administrator within two (2) working days of the date received as to whether the request was approved or denied.
- d. Professional day(s) will be considered only for those activities that are related directly to his/her area of responsibility within the district. Appropriate workshops, seminars, and meetings are examples of activities that will be given consideration.
- Expenses for approved activities will be determined by the Superintendent at least ten (10) working days before the scheduled Board meeting. The Superintendent will submit a request for approved expenses for Board approval at the next regularly scheduled meeting of the Board.

### 14. In-House Substitution

All reasonable effort shall be taken by the Superintendent to secure a substitute when needed. However, when a substitute cannot be secured, the class shall be divided up so that no teacher shall have more than three (3) additional students added to his or her classroom for the period in which a substitute could not be obtained.

Whenever a vocational teacher is requested to substitute for another instructor, he/she will be compensated at the rate of ten dollars (\$10.00) per instructional session following the third (3rd) time the individual teacher is required to substitute.

### 15. Curriculum Development/Writing

Whenever a teacher is requested to write or develop curriculum during the summer he/she shall be compensated at one of the following levels:

Curriculum Revision \$1,200.00

\$2,000.00 New Curriculum

Any curriculum writing done off campus will require three (3) progress meetings at a mutually convenient time at the office of the Building Principal or their designee.

\$5,100.00 c. Part-time Curriculum Coordinator 10 month position

d. Part-time District Activities Coordinator 10 month position \$5,100.00

### C. Extra Services

The Board shall compensate teachers for certain extra services assigned to them and completed by, them with the following stipends:

#### \$2150 Clubs

Art Club Chess Club

Community Service (MHS/AAH/APA)

Community Service (UCT/AIT)

Dance Club / National Honor Society for Dance (APA)

**DECA Organization** Drama Club Director Drama Club Producer **FBLA** Organization FFA Organization

Fitness Club / Marine Corps Challenge

**Forensics** 

French Club / Honor Society Freshman Class (AAH) Freshman Class (APA) Freshman Class (MHS) Freshman Class (UCT/AIT) **HOSA Organization (AAH) HOSA Organization (UCT)** 

International Thespian Society (APA)

Junior Class (AAH) Junior Class (APA) Junior Class (MHS) Junior Class (UCT/AIT) Math League (AAH) Math League (APA) Math League (MHS) Math League (UCT/AIT)

Multi-Cultural Club

National Honor Society (AAH)

National Honor Society (APA)

National Honor Society (MHS)

National Honor Society (UCT/AIT)

#### \$2300 Coordinators

Skills USA / District Advisor

Student Activities Coordinator (APA Hall)

Student Activities Coordinator (Baxel Hall)

Student Activities Coordinator (Bistocchi Hall)

Student Activities Coordinator (Mancuso Hall)

Student Activities Coordinator (West Hall)

Newspaper Peer Mediation Photography and Film

Robotics

Science Olympiad Senior Class (AAH) Senior Class (MHS) Senior Class (UCT/AIT

Skills USA / Building Trades Skills USA / Communicative Arts

Skills USA / Personal Services

Sophomore Class (AAH) Sophomore Class (APA) Sophomore Class (MHS)

Sophomore Class (UCT/AIT) Spanish Club / Honor Society

Student Government (AAH)

Student Government (APA) Student Government (MHS)

Student Government (UCT/AIT)

Yearbook Business Mgr (AAH) Yearbook Business Mgr (APA)

Yearbook Business Mgr (MHS)

Yearbook Business Mgr (UCT/AIT) Yearbook Production (AAH)

Yearbook Production (APA) Yearbook Production (MHS) Yearbook Production (UCT/AIT)

### Intramurals \$450

Intramural Proctor Season 1-1

**Intramural Proctor Season 1-2** 

Intramural Proctor Season 1-3

Intramural Proctor Season 1-4

Intramural Proctor Season 2-1

**Intramural Proctor Season 2-2** 

Intramural Proctor Season 2-3

Intramural Proctor Season 2-4

### Graduation / Awards

\$600

Grad / Awards (AAH)

Grad / Awards (AIT/UCT)

Grad / Awards (AHS)

Grad / Awards (MHS)

Grad / Awards(APA)

### 1. Miscellaneous Services

| a. | Bus Duty Aide                       | \$17.00 per nr. |
|----|-------------------------------------|-----------------|
| b. | Bus Driver                          | \$17.00 per hr. |
| c. | Bus and Hall Monitors               | \$17.00 per hr. |
| d. | Fitness Center Monitor After-School | \$25.00 per hr. |

### 2. Field Trips

The Board shall reimburse teachers for all reasonable expenses for approved field trips including but not limited to transportation, room, board and fees. The Association and the Board shall define the meaning of reasonable expenses. Reimbursement shall be made for the following field trips, including but not limited to: Sophomore Class Trip; Junior Class Trip; Senior Class Trip; Biology Class Trip; and Skills USA Trips.

Overnight trips shall be reimbursed at the rate of thirty-five dollars (\$35.00) per night.

D. Any proposed new club advisor needs to apply to the Student Activities Board for approval and, upon approval, to the Association and Superintendent for inclusion in the contract.

### Secretaries

- A. The salary guides for secretaries for the school years 2011-12, 2012-13, and 2013-14 will be mutually developed and attached as Schedule B.
- B. If a secretary assumes the duties of another position which has been temporarily or permanently vacated for at least thirty (30) days and the position is on a higher guide, said secretary working in the vacated position shall, on the thirty-first (31st) day, be paid retroactively, to when the secretary assumed such duties at the pay rate of that position and that same pay rate shall be paid to the secretary while she continues to work in that position or to any other secretary working in that position until the same is permanently filled by the said secretary to another person.
- C. An evening shift differential of five percent (5%) shall be paid to any secretary whose normal workday ends 5:00 p.m. or later. This provision does not have reference to overtime work.
- D. Secretaries reaching an anniversary date, from the date of their initial contract, ten (10) years and one (1) day and (20) years and one (1) day shall receive annual non-cumulative longevity payments in the following manner:

<u>Service</u> 10 years and 1 day \$ 700 20 years and 1 day \$ 1,050

Secretaries who have been receiving longevity at the 4y1d, 9y1d, 14y1d or 19y1d year rates will continue to receive the same amount of longevity until they attain a new service milestone, at which time they will receive the aforementioned amounts.

Longevity has been suspended for year one of the contract and may be renegotiated for years two and three at a mutually agreed upon time.

### E. Method of Payment

Employees shall be paid their salary in twenty-four (24) equal installments on the fifteenth (15th) and the last day of the month. If the 15th or the last day falls on a day when schools are closed, the employees shall be paid that installment on the last day school is in session.

### Worksite Teacher N.J. Youth Corps/Project Coordinator Twelve (12) Month Positions

Salaries shall be one hundred and twenty percent (120%) of the employee's appropriate step and column of the teacher's ten (10) month salary guide in schedule A. These employees are entitled to the same terms and conditions of employment as other similar twelve (12) month positions in the bargaining unit. These terms and conditions include but are not limited to vacation, personal days, sick leave, etc.

# Article 9 Secretarial Overtime

### A. Overtime:

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

### B. Stipulation:

- 1. If summer hours are 8 and one-half (8 1/2) hour days, overtime will not be calculated for extra one-half (1/2) hour.
- 2. The administration will not be arbitrary and unreasonable in the assignment of overtime. Assignment, which requires a return to work after a break at the end of the normal workday, shall be automatically deemed overtime.
- 3. All overtime will be rounded to the nearest quarter hour at the end of the day period. This will be remunerated at the rate of one and one-half (1 1/2) times the hourly salary.
- 4. The exception to this rule will be weekends and holidays, then the rate will be double the hourly salary.
- 5. On an emergency closing day(s), any secretary required to work on such a day shall be paid double their normal rate for the full day.
- 6. On emergency closing day(s), secretarial staff shall be dismissed as soon as teachers and students have exited but no later than one (1) hour after dismissal.
- 7. Overtime of a general clerical nature shall be offered to qualified employees on a rotating basis starting with the most senior member of the bargaining unit in the department. In the event that an employee refuses overtime, they will not be offered overtime until the full rotation has passed. If all employees refuse overtime, the administration may assign overtime to the least senior person on the seniority list of the appropriate type. A master seniority list for all the employees shall be maintained for general work and seniority lists by department shall be drawn up for specialized work to aid in the implementation of this article.

### Article 10 Vacancies

### A. Posting of Promotions and Vacancies

All promotions and vacancies shall be publicized by posting a notice in each building as far in advance as practicable, but in no event less than fifteen (15) calendar days before the final date when applications must be submitted. Vacancies arising after the regular school year shall be mailed and emailed to Association leadership

### B. Criteria

In filling such position, consideration shall be given to a teacher's area of competence, major and minor fields of study, kind and variety of prior trade and teaching experience and appropriate certification, quality of teaching performance, if available, attendance record, if available, and recommendations. When all other factors are substantially equal, preference shall be given first to teachers who have taught the subject area. The foregoing list shall not be deemed in any way to exclude any other valid standard or indicia that may be considered.

### C. New Positions

Upon the establishment of any new position not specified in this Agreement, the Board and Association shall negotiate the terms and conditions of employment of any such position prior to said position being posted.

### Article 11 Evaluation

#### Teachers

### A. Evaluations

- Tenured teachers and non-tenured teachers shall be evaluated in accordance with statute and regulation of the State of New Jersey.
- 2. Evaluation shall be defined for all purposes herein as an assessment of the teacher's performance of all his or her duties by a member of the administration or supervisory staff who holds an appropriate certificate for the supervision of instruction, during that part of the entire school year preceding the preparation of the written report of evaluation. Observation shall be defined for all purposes herein as a visitation to a classroom by a member of the administration or supervisory staff who holds an appropriate certificate for the supervision of instruction, for the purpose of observing a teaching staff member's performance of the instructional process. Both evaluations and observations shall be memorialized in writing, which shall be given to the teacher within ten (10) days of the observation. Relative to evaluation reports, the same will be made available to teachers no less than one (1) day prior to any conference with a supervisor where the evaluation report is to be discussed. Each teacher shall acknowledge receipt of the aforesaid writing by, signing the final copy thereof which signature shall not be construed as agreement or disagreement with the contents.
- Teachers shall have the right to respond in writing to any parts of any evaluation or observation report and it shall be attached and placed in the teacher's evaluation file.

### B. Personnel Records

### File

A teacher shall have the right, upon request and reasonable notice not to exceed three (3) school days to review the contents of his/her personnel file and to receive copies at teacher's expense of any documents contained therein. A teacher shall be entitled to have a representative(s) of the Association accompany him/her during such review (both shall be on their own time). At least once every three (3) years, a teacher shall have the right to indicate those documents and/or other materials in his file, which he/she believes to be obsolete and otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, they are obsolete and otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure commencing at Level Two.

#### 2. Derogatory Material

No material derogatory to a teacher's conduct service, character or personality shall be placed in his/her personnel file unless the teacher has had an opportunity, to review the material. The teacher shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

### 3. No Separate File

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

4. The administration shall have not reveal the contents of any teacher's file to any party outside the institution except upon written, signed instruction of the teacher, or as provided by law.

### Secretaries

### A. Job Evaluation

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

#### B. Personnel Records

#### 1. File

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

### 2. Derogatory Material

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

### 3. No separate file

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

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

# Article 12 Sick Leave and Temporary Leaves of Absence

### **Teachers**

### A. Sick Days

All teachers shall be entitled to ten (10) sick leave days each year as of the first official day of said school year whether or not the report for duty on that day. Twelve-month employees shall have fifteen (15) sick days. Unused sick leave days shall be accumulated from year to year with no maximum limit. An illness or accident which causes a teacher to be absent in excess of three (3) consecutive days shall require documentation by a physician.

### B. Unused Personal Days

All unused personal days shall be converted into sick days at the end of the calendar year and carried over and accumulated as sick days, subject to the limitations of N.J.S.A. 18A: 30-7.

### C. Payment for Accumulated Sick Leave Upon Retirement or Termination

A tenured teacher upon retirement or termination of employment (with proper notice if by employee) shall be paid an amount of money calculated at the rate of thirty dollars (\$30.00) per day for each day of accumulated sick leave at the time of retirement or termination up to a maximum of two hundred twenty five (225) days. If a teacher, as of June 30, 1993, has accumulated more than the aforesaid amount of sick days, the same, to the amount accumulated, shall be the teacher's entitlement unless the same are subsequently utilized which then results in a lesser number which would be the teacher's entitlement. It is specifically understood and agreed that for an employee's last year of employment, he/she shall receive thirty dollars (\$30.00) per sick day for each month worked and fifteen dollars (\$15.00) per sick day for the remaining months. That is, an employee resigning or terminating in December shall receive four times thirty and then six times fifteen.

### D. Types of Leave

Teaching staff members shall be entitled to the following temporary leaves of absence with full pay for each school year:

### I. Personal

Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the appropriate administrator for personal leave shall be made at least three (3) days before taking such leave (except in case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such a leave other than that he/she is taking it under this Section. Consecutive personal days may not be taken without the approval of the Superintendent. Personal days may not be taken immediately preceding or following any holiday or vacation period without the expressed written approval of the Superintendent. Unused personal days may be accumulated in subsequent years as sick days. Subject to the limitations of N.J.S.A. 18A: 30-7.

#### 2. Legal

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

### 3. Bereavement

Up to Five (5) school days at any one time in the event of a teacher's spouse, registered Domestic Partner, child or parent and up to four (4) days in the event of the demise of a son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law or sister-in-law, grandparents or grandchildren: and up to one (1) day in the event of death of a grandparent-in-law, aunt, uncle, niece or nephew. In the event of a demise of a person in the second category above who is a member of the teacher's immediate household, the five (5) day period shall apply.

### 4. Temporary Military Leave

Time necessary for teachers called into temporary military active duty of the U.S. Reserves or the State National Guard shall be governed by statute.

### Secretaries

### A. Sick Leave

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

15 days for 12-month secretaries

Unused days may be accumulated for future need as per N.J.S.A. 18A:30-7. Absence beyond accumulated time will be considered on an individual basis. Accident or illness causing absence of more than three (3) consecutive workdays shall require documentation by a physician.

### 2. Notification of Accumulation

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

### B. Temporary Leave of Absence

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

### 1. Personal

Five (5) days leave of absence for 12-month secretaries and three (3) days leave of absence for 10-month employees for personal, legal, business, household or family matters which require absence during working hours. Application to the secretary's immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in cases of emergency) and the applicant for such leave shall not be required to state the reason for taking it under this Section. Any personalized day(s) not utilized will be added to accumulated sick leave entitlement for succeeding years. No more than one (1) person or five percent (5%) of any department can have a personal day at one time. Personal days may not be appended to any other holiday recess except on an emergency basis and approval of the Superintendent.

### 2. Bereavement

Up to five (5) school days at any one time in the event of a death of a secretary's spouse, registered Domestic Partner, child or parent; and up to four (4) days in the event of the demise of a son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law or sister-in-law, grandparents or grandchildren; and up to one (1) day in the event of the death of a grandparent-in-law, aunt, uncle, niece or nephew. In the event of a demise of a person in the second category above who is a member of the secretary's immediate household, the five (5) day period shall apply.

### 3. Temporary Military

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

### 4. Other Leaves

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

### 5. Jury Duty

There will be no loss of pay due to the absence caused by the compliance with a court subpoena or jury duty when compliance is mandatory and must be carried out during school hours. Secretaries exercising benefits provided them in this Section shall receive their regular pay in their absence. Any check received by a secretary for their performance on jury duty shall be endorsed and given to the business office.

### C. Payment for Accumulated Sick Leave Upon Retirement or Termination

A tenured employee, upon retiring or termination of employment, shall be paid an amount calculated at the rate of twenty dollars (\$20.00) per day for each day of accumulated sick leave as of June 30 of the prior contract up to a maximum of two hundred twenty: five (225) day's for ten (10) month employees and two hundred fifty (250) days for twelve (12) month employees. Payment shall be made for the then contract year on the basis of twenty dollars (\$20.00) times the number of months worked times 1.25 plus ten dollars (\$10.00) times the number of months remaining times 1.25 remaining in the contract year to the total number of days accumulated for the current contract year.

### D. Requests for Personal Leave

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

# Article 13 Extended Leaves of Absence

### A. Maternity

#### 1. Natural Birth

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

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

### 2. Adoption

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

### 3. Child Care

Any employee, upon written request and with the approval of the Board, shall be granted a child care leave for a period of one year following the birth of a child or expiration of the maternity leave whichever is later. Said leave shall apply to both male and female employees.

### B. Illness in Family

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

### C. Other Leaves

Other leaves of absence without pay may be granted by the Board for good reason, on adequate notice and within the sole and unfettered discretion of the Board. An extended leave of absence without pay for a period of up to one (1) year is in the sole and absolute discretion of the Board.

### D. Sabbatical Leaves

Sabbatical leave is a plan for improving the school's programs through the improvement of its faculty and administration. Sabbatical leaves are to increase a person's professional efficiency and usefulness to the school. Faculty and administrative personnel may be granted a sabbatical leave under the following provisions:

- Leave may be granted for study, research, travel or work experience providing it is for professional growth which benefits the school.
- Members of an Association's Sabbatical Leave Committee shall accept, review and recommend to
  the Superintendent the written request(s) for sabbatical leave. Recommendations for such leave
  will be based upon the professional growth values of the request as it applies to our school system.
- 3. The employee(s) must have initially completed six (6) years of continuous service in the district.
- 4. The application must be accompanied by a well-considered plan detailing the purpose and benefits to be gained by the individual and the school.
- 5. Sabbatical leave may be granted for either one-half year at full salary or a full year at half salary.
- 6. All arrangements must have the approval of the Superintendent and the Board of Education.
- 7. Request for such leave must be received by the Superintendent before November 1 of the year preceding the year for which the leave is requested. Requests for withdrawal of such leave must be in the Office of the Superintendent not later than the first day of April prior to the year of the leave.
- 8. The Board of Education shall notify the applicant of its determination no later than February 1.
- Within one month after the resumption of service, following the termination of a sabbatical leave, the individual shall submit to the Superintendent a detailed report on the manner in which such leave was spent.
- 10. During the period of time the employee is on sabbatical leave, he/she shall retain seniority, tenure, and retirement benefits and shall be entitled to such other fringe benefits as should occur during the sabbatical year period.
- 11. As a condition to being granted leave, the employee shall agree to continue in the service of the Union County Vocational-Technical Schools for a period of not less than two (2) years after the expiration of the sabbatical leave of absence.

- 12. If an employee fails to continue in the service after such sabbatical leave, the employee shall repay, on demand, to the Union County Vocational-Technical Schools' Board of Education, the full amount of salary and benefit costs received while on sabbatical leave, unless such employee is incapacitated as verified, in writing, by a physician or has been discharged.
- 13. Upon return from sabbatical leave, the employee shall be placed on the salary schedule at the level he/she would have achieved had he/she remained actively employed in the system during the period of his/her absence.
- 14. When an approved leave is withheld solely due to budgetary exigencies, the designated recipient for the sabbatical will receive priority for such leave in the following school year. Said leave shall be contingent upon funds being approved for this purpose

### E. Military Leave

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

### F. Return from Leave

### 1. Salary

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

### Benefits

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

### 3. Extensions and Renewals

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

# Article 14 <u>Insurance Protection</u>

### Teachers/Secretaries

### A. Full Health Care Coverage

The Board shall provide full health, dental and prescription plan insurance coverage for all full-time employees and in cases where appropriate, for family plan insurance coverage during the contract period. The Association agrees to be subject to the provisions of NJ Senate bill S-3 Public Law 2010, Chapter 2 for as long as it remains in effect.

### B. Pre-Tax Payments

The Board shall have in place an IRC Section 125 plan to insure any employee payments towards benefits will be on a pre-tax basis.

### C. Insurance Carrier

The Board may substitute other insurance carriers so long as the insurance coverage and service provided are equal to or better than those now being provided.

### Article 15 Secretarial Vacations

- A. Personnel on twelve-month contract shall have vacations at times approved by the Superintendent, according to the needs of the school. Requests for vacations must be processed through the appropriate administrator who will normally exclude the first two (2) weeks at the opening of school or the last two (2) weeks prior to the closing of school. No vacation days shall be granted before or after holiday without prior written approval of the Superintendent.
- B. The initial vacation entitlement is not granted until the summer succeeding the date of employment. Exceptions can be made providing the appropriate administrator and Superintendent approve. In the event of a conflict of dates, the most senior person will take precedence.
- C. Vacation time may not be accumulated for more than fifty (50) days over two (2) years entitlement for all 12-month personnel. Vacation entitlement may be prorated on a monthly basis, except that no entitlement shall accrue to persons who serve less than three (3) months or who unilaterally terminate their employment contrary to the terms of their employment.
- D. Vacation entitlement is twenty (20) days per fiscal year. Association members with five (5) years or more of service will be entitled to twenty-two (22) days vacation per year and members with ten (10) years or more service will be entitled to twenty-five (25) vacation days per year.
- E. Vacation entitlement may be taken as terminal leave.

### F. Method of Payment

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

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

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

- 1. A postdated check, or
- 2. A direct deposit to the employee's account at the option of the employee.

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

### Article 16 Board Rights

- A. The Board of Education, subject only to the express written provisions of this Agreement reserves to itself all rights and responsibility of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only, to the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and the Laws of the United States.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board, are the rights to execute management and administrative control of the school system and its properties and facilities of its employees; to hire, assign, promote, transfer, and retain employees covered by this Agreement within the School District, or for just cause to suspend, demote, discharge, or take other disciplinary, action against employees: to relieve employees from duties because of lack of work or other legitimate reasons but not to the violations of the employee's due process: to decide upon the means and methods of instruction (for teachers), and the duties, responsibilities and assignments for teachers and other employees with respect thereto, and with respect to administrative and non-teaching activities, and the terms and conditions of employment; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to introduce new or improved methods and facilities and to take whatever actions as may be necessary to accomplish the mission of the School District in any situation.

## Article 17 Professional Development Opportunities

#### **Teachers**

A. All teachers are expected to show growth and development in their respective assignments: teaching, coordinating, staff service, administration, etc. This may be accomplished through college courses, meetings, institutes, conferences, workshops, working in industry, etc. Professional growth is expected to evidence itself in a higher level of performance by the individual.

The Professional Development Committee Shall Consist of two members appointed by the superintendent and four members elected by the Association as per N.J.A.C. 6:11-13. The committee's purpose shall be to serve as directed by N.J.A.C. 6:1-13.

In the event the Board of Education requires a teacher to participate in a training course, the Board shall pay each teacher at the rate thirty-four (\$34.00) dollars per hour.

All Professional Growth opportunities shall be pre-paid by the teacher.

### B. The conditions relevant to Professional Growth Reimbursement are as follows:

- No course may be taken for Professional Growth Reimbursement without prior written approval of the Superintendent.
- Reimbursement will be made at the end of the fiscal year (June) and will include all approved
  activities for which documentation is received by June 5. Documentation for approved programs
  received after that date will be deferred until the following fiscal year.
- 3. Acceptable evidence of completion (documentation) will be college grade reports, transcripts, certificates or other equivalent documentation which show at least a grade of "B" in the course for which reimbursement is being sought or a "pass" in a pass/fail course.
- 4. Documentation received more than one (1) calendar year after the date of enrollment will be invalid.
- 5. Paid bill from university or college or a cancelled check
- Reimbursement of all Professional Growth Opportunities with the exception of college courses
  will be made within sixty (60) days of the submission by the teacher of the conference reporting
  form.

### C. Financing of Professional Growth Reimbursement will be as follows:

- An individual may be reimbursed up to the cost of six (6) credits per semester or twelve (12) credits per year at the State University rate including continuing education hours needed to maintain appropriate certifications/licenses. Said reimbursement is in the sole discretion of the Superintendent.
- 2. The total budget amount for the school years shall be fifty-thousand (\$50,000) for each school year.
- 3. Any financing of professional growth reimbursement money not used in the preceding year shall be carried forward for one (1) additional year. No money shall be carried over for a period longer than one (1) year.

- 4. If the total eligible reimbursement for fiscal year exceeds the amount budgeted, all eligible reimbursements will be prorated. Amounts reimbursed will be calculated as a percentage of the total budgeted versus the total amount eligible.
- D. All full time teachers and their dependents may take credit and non-credit courses at the School, tuition free, and at Union County College, if its administration agrees. (Dependents are defined according to Internal Revenue Service definition and, in the case of domestic partners pursuant to New Jersey statute subject to the terms of the Contract with affiliates.) In order to apply this clause to dependents, the employee must have been in the Board's employ for at least one (1) calendar year.
- E. All teachers requesting professional growth shall make formal request to the Superintendent for attendance at any meeting, seminar, conference, workshop or the like. It shall be in the Superintendent's sole discretion whether or not to grant the request.

### F. Mentoring:

- 1. All vacancies for mentoring positions shall be posted internally as early as the district is aware of its needs. The postings shall include the qualifications for the position.
- The administration will make every attempt to fill mentoring positions from a pool of volunteers.
   The superintendent will retain authority to assign mentoring positions.
- 3. The administration and the association will work together to address training needs as they arise.
- 4. In addition to preparation time stipulated in this agreement, every attempt will be made by the administration to provide staff members who perform mentoring duties and provisional/alternative route teachers with one (1) weekly planning session to meet together.
- 5. Mentors shall receive five hundred and fifty dollars (\$550) for each provisional teacher with advanced standing and thousand dollars (\$1,000) for each alternate route teacher per academic school year and /or fraction thereof.
- 6. The Board of Education will assume the costs associated with mentors.

### Secretaries

- A. All secretaries are expected to show professional growth. This will ordinarily be accomplished by self-study and diligence in the performance of tasks but may also be accomplished through outside activities such as courses, institutes, workshops, etc. Professional growth is expected to evidence itself in a higher level of performance by the individual.
  - All full-time secretaries and their dependents may take credit and non-credit courses at the School, tuition free, and at Union County College if its Administration agrees (Dependents are defined according to Internal Revenue Service definition and, in the case of domestic partners pursuant to New Jersey statute subject to the terms of the Contract with affiliates.)) In order to apply this clause to dependents, the employee must have been in the Board's employ for at least one (1) calendar year.
  - The Board shall, in conjunction with teacher in-service days, provide an in-service program for secretaries which will improve their rates of performance and efficiency.
  - In the event the Board of Education requires a secretary, to participate in a training course, the Board will provide the course during the secretary's workday and at no cost of time to the employee.

4. Non-certified staff members are encouraged to actively participate in appropriate organizations particularly where opportunity for growth exists. Cost and expenses of such memberships are not reimbursable by the Board unless specifically authorized by the Superintendent.

### B. Professional and Academic Achievement

Any secretary, while employed at the School, who strives to improve his or her competence by meeting the requirements necessary to earn a valid certificate and/or degree shall be awarded an educational stipend provided:

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

  A member holding:
  - a. Two (2) or more certificates in one category shall receive the stipend of the higher certificate, or
  - b. Certificates in two (2) or more categories shall receive the stipend of the higher certificate in each category, or
  - c. Two (2) or more degrees shall receive the stipend of the higher degree.
- 5. Payment schedule for Certificates and /or degrees

All payments shall be added to the secretary's annual salary and made thereby pensionable.

a. Continuing Education Certificate programs

• Practical Accounting Certificate \*30 Credits \$275.00

Office Management Certificate \*60 Credits \$495.00

 New Jersey Association of Educational Secretaries - Professional Development Program Certificate (PDP)

• Level I \*15 Credits \$100.00

Level II \*30 Credits \$200.00

Level III\*60 Credits \$400.00

 National Association of Educational Secretaries - Professional Standards Program Certificates (PSP)\*\*

| • (1 | Basic                  | *30 Credits | \$200.00 |
|------|------------------------|-------------|----------|
| •    | Associate Professional | *60 Credits | \$400.00 |
| •    | Advanced               | *90 Credits | \$600.00 |

- d. Associate Degree in Secretarial Science and
  - Graduate of a Secretarial or Business School \*30 Credits \$495.00
- e. If a bargaining unit member has completed studies by July 1 which qualifies the member for an educational level adjustment and if documentation verifying the same is submitted by January 1, the member will receive a stipend retroactive to July 1. If a bargaining unit member has completed studies by January 1 which qualifies said unit member for an educational level adjustment and if documentation verifying same is submitted by June 30, said unit member will receive the stipend retroactive to January 1.
- \* Equivalent to the number of credits shown.
- \*\* Certificates applied after July 1, 1975 must be renewed every five (5) years to remain valid.
- 6. All secretaries requesting professional growth through meetings, seminars, conferences, workshops working in the industries and the like, shall make a formal request to the Superintendent for attendance at any of the above. It shall be the Superintendent's sole discretion whether or not to grant the request.
- 7. A secretary shall be allowed, with prior written approval of the Superintendent, said approval to be the sole discretion of the Superintendent, to enroll in courses for professional growth which would require tuition reimbursement. Said individuals may be reimbursed up to the cost of six (6) credits per semester or twelve (12) credits per year at the State University rate if said courses are related to the individual's job.
- 8. The total amount budgeted for each fiscal year for professional growth reimbursement is three thousand (\$3,000.00) dollars.
- Any financing of professional growth reimbursement not used in the proceeding year shall be carried forward for one (1) additional year. No money shall be carried over for a period longer than one (1) year.

## Article 18 Employment Procedures

#### A. Placement on Salary Guide

- Initial placement on the Salary Guide shall be negotiated with the prospective employee pursuant to New Jersey state statute and the number agreed on shall be a number on the then current Salary Guide.
- 2. In the initial year of employment, any employee working more than half the contract year shall be granted an increment.
- 3. All employees shall be notified of their contract and salary status for the ensuing year as soon as practicable following the April Board meeting. Such notice shall include job title and job description.
- 4. Employees hired for any position in this unit shall receive an employment contract within sixty, (60) days.

### B. Personal Work

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

#### C. Calculation of Benefits

Vacation entitlement, sick leave, and other benefits shall be calculated retroactively to the twelve (12) month employee's initial date of hire. Sick leave, and other benefits shall be calculated retroactively to the ten (10) month employee's initial date of hire

## D. Outside Employment

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

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

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

- 1. All full-time teachers must report any employment, other than that covered by this contract, which occurs between 7:50 a.m. and 2:55 p.m. during the term of the contract (September 1 June 30). The Superintendent must approve any exceptions.
- All employees must inform the Superintendent of any external employment which could reasonably be construed as a potential conflict of interest.

3. All full-time employees must receive formal approval from the Superintendent before entering into any agreements, the total of which would exceed teaching shop hours per week, or the equivalent, beyond contractual responsibility.

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

## Article 19 Secretarial Reduction in Force

- A. In the event a tenured employee's position is eliminated due to a reduction in force, that employee shall "bump" the employee who has the least seniority in the district at the same guide column, provided that the position is comparable (i.e., secretarial/secretarial). Said employee will retain the same step on the Salary Guide as was held in that position that is eliminated. In all cases, the employee must be qualified to the position they are moving into. If there is no one at the same level with less seniority, the employee may bump at the next lower level the person with the least seniority at that level. In this event, the individual would retain the present salary, and be placed on the Salary, Guide at step for that salary.
- B. Should a tenured employee's position be abolished/reduction in force, and should the employee not have seniority rights to another position, said employee will be placed on an unpaid leave of absence by the Board. In addition, the person on leave will be placed on a recall list for two (2) years maximum. As soon as a position becomes open for which the person on leave is qualified, said employee will be notified of said opening. Within fourteen (14) days of said notification, the employee will indicate whether or not the position is accepted. If no response is received from the employee within the said fourteen (14) day period, it will be assumed that the employee has rejected the offer. If a position in a lesser category is accepted, the employee will still remain on the recall list for a position in the category in which the reduction occurred.
- C. Any full-time employee who, due to a reduction in force, is required to work less than a full schedule as defined in the paragraph on work day shall be entitled to: a salary prorated based on their respective step on the salary guide, vacation entitlement, sick and personal days, and health benefits (in accordance with law/regulations) consistent with that of a full-time employee.
- D. In the event an employee wishes to move to a position on a higher level of the salary guide from that which said employee holds or has held, the employee shall be tested; unless there is evidence of previous test results which reflect that the employee has met the required qualifications for the job being sought.
- E. An employee returning from a reduction in force shall be placed on the salary guide at the same level he or she was located when the reduction in force took place.

## Article 20 Miscellaneous Provisions

#### A. Nondiscrimination

The Board and the Association agree that they shall not discriminate on the basis of race, creed, color, Religion, national origin, sex, age or marital status.

#### B. Board Policy

This Agreement constitutes Board Policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give full force and effect as Board Policy.

## C. Savings Clause

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established by the Board.

### D. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect, unless there is a change in the meaning or effect of any other provision.

## E. Compliance Between Individual Contract and Master Agreement

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

## F. Lockable closet /Locker space

The Board will provide for each teacher a lockable closet or locker space to store personal property and secure classroom storage for instructional materials, including a lockable file cabinet. Teachers will be provided with a workstation of their own which includes a desk with lockable drawers.

## G. Safety Glasses

Teachers shall be reimbursed one hundred dollars (\$100.00) annually for prescription glasses in all automotive shops (auto tech & auto collision), all building trades shops (HVAC, carpentry, electrical, electromechanical, telecommunications, maintenance mechanics, building services, masonry and welding), baking, culinary arts and cosmetology. Any other teachers required to wear such glasses by shop policies established by the school administrators and Academic lab teachers will also receive reimbursement.

#### H. Death Benefit

Children of any employee who dies in service shall be entitled to take courses free at the School.

## I. Supplemental Contracts

Supplemental pay for supplemental work of one (1) hour of work per school day for the Bake Shop Manager shall be paid \$4,350.00 per year.

## J. Shop Coat Allowance

Once each year and upon presentation of the receipt of purchase to the Business Office, each instructor will be given a maximum allowance of Fifty-five Dollars (\$55.00) per year for a white/blue lab coat. Reimbursement by the Business Office will be made within thirty (30) days of the presentation of the required receipt of purchase.

### K. Safety Work Shoes

Once each year and upon presentation of the receipt of purchase to the Business Office, each instructor will be given a maximum allowance of Eighty Dollars (\$80.00) per year for safety shoes which are defined as industrial trade shoes or safety shoes which are usual and customary to the trade. Those instructors purchasing safety shoes must wear them at all times in their respective shop. Reimbursement by the Business Office will be made within thirty (30) days of the presentation of the required receipt of purchase.

#### L. Evening School

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

### M. School Bus Operator

Any teacher wishing to acquire a school bus operator's license shall have the required physical examination for the same paid for by the Board providing said physical is given by the school physician and shall also have the State school bus operator's license fee as well as all fees and training required paid by the Board.

### N. Student Discipline Referral

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

#### O. Printing of Agreement

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

## P. Transportation of Student in Personal Vehicles

No employee shall be required by any member of the administration or the Board to transport any student for any purpose in his/her personal carrier.

## Q. Past Practice

Except as this Agreement shall otherwise provide, all terms and conditions of employment in effect on the effective date of this Agreement, as established by the administrative procedures, practices, rules and regulations enforced on said date, shall continue to be so applicable during the term of this Agreement.

### R. Liaison Committee

A liaison committee shall be established to review and discuss current school district practices, and any emerging issues. This committee shall consist of the Superintendent of Schools, and/or his designee, a building administrator and the Association Officers. The committee shall meet monthly or when mutually agreed.

# Article 21 Secretarial Expenses

- A. All personnel will be reimbursed at a mileage rate authorized by the Board for the use of personal automobile for business travel approved by the Superintendent. Travel to place of regular business and home is not considered business travel. Travel to approved meetings, conferences, etc., may be computed from home if it is closer than the place of normal business.
- B. Other expenses allowed, subject to approval of the Superintendent, and within maximums authorized by the Board, are:
  - 1. Road tolls and parking fees involved in business approved travel.
  - 2. Meals with guests having public relations or business value to the school.
  - 3. Dinner allowance if working past 6:30 p.m. for full-time salaried personnel only if the person's regular assignment is considered to be normally over before 6:00 p.m. and no additional compensation is received for the after 6:00 p.m. time.
  - 4. Registration, meals and incidental expenses incurred at authorized meetings and conferences.

## Article 22 Deduction of Dues from Salary

#### A. Association Payroll Dues Deduction

- 1. The Board agrees to deduct from the salaries of the Association members dues for the Association, the Union County Education Association, the New Jersey Education Association, and the National Education Association as said bargaining unit members individually and voluntarily authorized the Board to deduct on forms to be provided by the Association. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (N.J.S.A. 54:14-115.9e), and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following pay period in-which deductions are were made. It shall be the responsibility of the person so designated to disburse said monies to the appropriate association.
- 2. Each of the associations named above shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

#### 3. Indemnity by Association

The Board will not be responsible for any, mistake(s) made in deducting or forwarding dues to the Association. The Association agrees to hold harmless the Board for any improper deductions based upon information given to the Board by the Association.

## Article 23 Representation Fee

A. If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. This fee shall be the maximum allowed by law.

#### B. Procedure

#### I. Notification

Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amounts 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 begin with the first paycheck paid:

- a. Ten (10) days after the receipt of the aforesaid list by the Board; or
- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position.

### 3. Termination

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

## 4. Mechanics of Deduction and Transmission of Fees

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

#### 5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board receives notice.

# Article 24 <u>Duration of Agreement</u>

### A. Duration Period

This Agreement shall be effective as of July I, 2011 and shall continue in effect until June 30, 2014, subject to the Association's right to negotiate over a successor Agreement as provided in Article 2. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WRITING WHEREOF, the parties hereto cause this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

UNION COUNTY VOCATIONAL
TECHNICAL EDUCATIONAL
ASSOCIATION

By: Mark Furino, President

By: Sharyn Cody, Secretary

Date: 12/07/11

BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS IN THE COUNTY OF UNION

By: Mark Furino, President

By: Peter A Capodice, Board Secretary

Date: Date: Date:

## Schedule A

| Column <u>I</u> | Shall refer to those teachers with provisional/alternative route status and those teachers  |
|-----------------|---|
|                 | who possess a regular teaching certificate and a bachelor degree.                           |
| Column II       | Shall refer to those teachers who possess a regular teaching certificate and thirty (30)    |
| 71              | credits beyond a bachelor's degree in addition to those credits required for certification; |
|                 | OR those teachers possessing a master's degree.   |
| Column III      | Shall refer to those teachers who possess a master's degree plus thirty (30) credits.       |

Teachers on a Maximum Level designated by a letter shall remain on that Level for the duration of this agreement.

## Teachers

Union County Vocational Technical Teachers
Flow Chart

| 2010-11 |       | 120                  | 011-12 | 20                                    | 12-13 | ्.<br><b>2</b> 0               | 13-14 |
|---------|-------|----------------------|--------|---------------------------------------|-------|--------------------------------|-------|
| 13      | - 630 | 5 8                  |        | · .                                   |       |                                | 1     |
|         |       |                      |        |                                       | 1     | At the territory of the second | 2     |
|         |       |                      | 1      | Acres 1 - 125                         | 2     | the market reft                | 3     |
| *       | 1     | ·                    | 2      | 🦫 🦠                                   | 3     |                                | 4     |
|         | 2     |                      | 3      | in more mary                          | 4     |                                | 5     |
|         | 3     | Same and a single    | 4      | was real and                          | 5     | and the same                   | 6     |
|         | 4     |                      | 5      |                                       | 6     | والمستعدد والمستعدد            | 7     |
|         | 5     | and at the eight     | б      |                                       | 7     | to los care was                | 8     |
|         | 6     | 142.28 <b> </b>      | 7      | Same oz ag                            | 8     | ···· ···;>                     | 9     |
|         | 7     |                      | 8      | · · · · · · · · · · · · · · · · · · · | 9     | وليسبب ساءاء                   | 98    |
|         | 8     |                      | 9      | ,                                     | 9a    | « <u>ز</u> مست، س. ا- ،        | 10    |
|         | 9     | £                    | 9      |                                       | 9a    | مۇنىسە دىردە - سىد             | 10    |
| 4.      | 10    | e e govern           | 10     | and the copy                          | 10a   |                                | 11    |
| AS.     | 11    |                      | 11     |                                       | 11a   |                                | 12    |
|         | 12    | Plannighten of the a |        |                                       |       |                                |       |
|         |       |                      | 'a M   | ····· · · ›                           | М     | Same o straining)              | M     |
|         | l.    |                      | L      |                                       | L     | duner 🕾 🔻                      | L     |
|         | K     | و ساليون             | K      | ····                                  | K     |                                | K     |
|         | j     | *************        | j      | · · · · · · · · · · · · · · · · · · · | 1     | arene recoming                 | J     |
|         | 1     | ·                    | 1      |                                       | 1     | ولإستان                        | l     |
|         | Н     | ****                 | н      | · · · · · · · · · · · · · · · · · · · | Н     | eg er e errenne dige           | H     |
|         | G     | F . No. 1 54         | G      | (2.84)                                | G     | 200                            | G     |
|         | F     |                      | F      | برند <u></u>                          | F     | and the second                 | F     |
|         | E     | وتعادد دستناه        | E      | · · · · · · · · · · · · · · · · · · · | E     |                                | E     |
|         | D     |                      | p      | 3                                     | D     |                                | Ð     |
|         | C     |                      | C      | ·····                                 | С     |                                | C     |
|         | 8     | 20 12                | Ð      | ,                                     | В     |                                | В     |
|         | Ä     | s                    | Α      | A                                     | Α     |                                | A     |

| 2011-12  | Vo Tech  | YEAR ONE   |  |  |
|--|--|--|--|--|
| (  |  | Salary Guide   |  |  |
| ه داده د سیدن پارسور بعد پیدو و پیزینو   | Column I   | Column II  | Column III   |  |
| Step   | 1  | and the state of t | jugajo, sino kakado, a mententarron marahadran a   |  |
| 1  | 52,103   |  | property and the same of the s |  |
| 2  | 52,303   |  |  |  |
| 3  | 52,532   |  |  |  |
| 4  | 52,769   | 54,713   | and the second section of the second section is a second section of the second section in the second section is a second section of the second section is a section of the section of t |  |
| 5  | 53,018   |  | والم ومدود المردور ومواجعة المدون ومستحيث محمد المراجعين الم   |  |
| 6  | 53,277   | 55,221   |  |  |
| 7  | 53,537   | 55,480   | and the state of t |  |
| 8  | 53,696   | 55,645   | The same of the sa |  |
| 9  | 54,092   | 56,055   |  |  |
| 10   | 57,577   | 59,543   | 61,507   |  |
| 11   | 60,786   | 62,752   | 64,717   |  |
| 12   | 64,566   | 66,530   | 68,496   |  |
|  | The state of the s | en e   | e a general deposition of defending the state and  |  |
| N  | as to the second |  |  |  |
| M  | 64,862   | 66,826   | 68,792   |  |
| L  | 66,858   | 68,823   |  |  |
| K  | 69,321   | 70,959   | 72,597   |  |
| J  | 71,418   | 73,055   | 74,693   |  |
| gradua attiagi de Maria I de la companya del companya de la companya de la companya del companya de la companya | 73,283   | 74,854   | 76,424   |  |
| Н  | 75,148   | 76,957   | 78,464   |  |
| G  | 77,769   |  | 80,660   |  |
| are and the second second second second  | 80,125   | P SAN WASHINGTON THE PROPERTY OF THE PARTY O | 83,015   |  |
| E  | 82,320   |  |  |  |
| D  | 84,356   |  | THE RESERVE AND ADDRESS OF THE PARTY AND ADDRE |  |
| C  | 90,63  | 92,080   |  |  |
| В  | 91,791   | A SHARE OF PERSONS IN JUST AND ADDRESS OF THE PERSONS IN CO.   | The State of |  |
| A  | 92,948   | (a) Andrew Contract of the Con |  |  |
| Non Cert   | 39,666   |  | 200  |  |

| 2012-13  | Vo Tech  | YEAR TWO   |  |
|--|--|--|--|
|  | and the second s | Salary Guide   |  |
| A Pagenta in Private Printer   | Column I   | Column II  | Column III   |
| Step   | (-)  |  | and a second   |
| 1  | 52,917   | the state of the s | 1 / July he navement and states a series   |
| 2  | 53,117   | 55,059   | A COMPANY OF THE PERSON NAMED IN COLUMN TWO PERSONS IN COLUMN TWO  |
| 3  | 53,317   | 55,259   | A REPORT OF THE PROPERTY OF THE PARTY OF THE |
| 4  | 53,554   | 55,498   | The second secon |
| 5  | 53,803   | 55,746   | 57,690   |
| 6  | 54,062   | 56,006   | 57,948   |
| 7  | 54,322   | 56,265   | 58,208   |
| 8  | 54,481   | 56,430   | The state of the second state of the second  |
| 9  | 54,877   | 56,840   | 58,804   |
| 9a   | 56,227   | 58,191   | the party of the p |
| 10   | 57,577   | 59,543   | 61,507   |
| 10a  | 59,181   | 61,147   | 63,112   |
| 11   | 60,786   | 62,752   | 64,717   |
| 11a  | 62,676   | 64,641   | 66,607   |
| 12   | 64,566   | 66,530   | 68,496   |
| 0  |  |  |  |
| N  |  |  |  |
| M  | 65,962   | 67,926   | to a the second  |
| ·L   | 67,958   | 69,923   | THE RESERVE OF THE PARTY OF THE |
| K  | 70,421   | 72,059   |  |
| J  | 72,518   |  | A STATE OF THE PARTY OF THE PAR |
| The state of the s | 74,383   |  |  |
| H  | 76,248   | 78,057   |  |
| G  | 78,869   | The second secon | 81,760   |
| F  | 81,225   | 43   | 84,115   |
| E  | 83,420   | 1 1 - 1  | 86,311   |
| D  | 85,456   | 2.5 (2.4)  | 88,347   |
| C  | 91,735   | بناء المناسبة (الإيام (المناسبة والمناسبة والمناسبة والمناسبة والمناسبة والمناسبة والمناسبة والمناسبة والمناسبة  | M Moreover company togging in an an  |
| В  | 92,891   | will be a manufacture of the second  | Property of the November of Street, St |
| Anapostorio  | 94,048   |  | and the second s |
| Non Cert   | - Property and the second  | And the state of t |  |

| 2013-14  | Vo Tech  | YEAR THREE   |  |  |
|--|--|--|--|--|
| agaigh ann a duing re is an an Amhanna   |  | Salary Guide   |  |  |
| e u researcione de la literatura de la compositione de la compositione de la compositione de la compositione d | Column I   | Column II  | Column III   |  |
| Step   |  |  |  |  |
| 1  | 53,650   | 55,594   |  |  |
| 2  | 53,850   | 55,794   | 57,737   |  |
| 3  | 54,050   | 55,994   |  |  |
| 4  | 54,250   | 56,194   |  |  |
| 5  | 54,499   | 56,442   |  |  |
| 8  | 54,758   | 56,702   | 58,644   |  |
| 7  | 55,018   | 56,961   | 58,904   |  |
| 8  | 55,178   | 57,127   | 59,077   |  |
| . 9  | 55,574   | 57,537   |  |  |
| 9a   | 56,227   | 58,191   | 60,155   |  |
| 10   | 57,577   | 59,543   | 61,507   |  |
| 10a  | 59,181   | 61,147   | 63,112   |  |
| 11   | 60,786   | 62,752   | 64,717   |  |
| 11a  | 62,676   | 64,641   | 66,607   |  |
| 12   | 64,566   | THE CANADACTOR STREET  | 68,496   |  |
| 0  | The second second second second second   |  |  |  |
| N  |  |  |  |  |
| M  | 67,332   | 69,296   | The second second  |  |
| L  | 69,328   | 71,293   |  |  |
| K  | 71,791   | 73,429   | 75,067   |  |
| J  | 73,888   |  | 77,163   |  |
|  | 75,753   |  |  |  |
| H  | 77,618   | 79,427   |  |  |
| G  | 80,239   | 81,684   |  |  |
| F  | 82,595   | 84,040   | The state of the s |  |
| E  | 84,790   | A 70 to 100 to 1 | 87,681   |  |
| D  | 86,826   | And in contrast of the latest designation of |  |  |
| С  | 93,105   | - 4-4 1-44 1-44 1-44 1-44 1-44 1-44 1-4  |  |  |
| В  | 94,261   |  | A TANADA CONTRACTOR OF THE PARTY OF THE PART |  |
| A  | 95,418   | THE PROPERTY OF THE PARTY OF TH | A CONTRACTOR OF THE PARTY OF TH |  |
| Non Cer  | # 4 something to a second seco | AND REAL PROPERTY AND PERSONS ASSESSMENT AND PARTY AND PARTY AND PARTY AND PARTY AND PARTY AND PARTY AND PARTY.  |  |  |

## Schedule B

Secretaries on a Maximum Level designated by a letter shall remain on that level for the duration of this agreement.

## **UCVTEA Secretaries**

| 2011-12 |              | 2012-13 |              | 2013-14 |              |
|---------|--------------|---------|--------------|---------|--------------|
| Step    | )<br>        | Step    |              | Step    |              |
| 2       | \$ 31,910.00 | 2       | \$ 32,254.00 | 2       | \$ 32,611.00 |
| 3       | \$ 32,210.00 | 3       | \$ 32,554.00 | 3       | \$ 32,911.00 |
| 4       | \$ 32,574.00 | 4       | \$ 32,854.00 | 4       | \$ 33,211.00 |
| 5       | \$ 33,486.00 | 5       | \$ 33,500.00 | 5       | \$ 33,511.00 |
| 6       | \$ 33,700.00 | 6       | \$ 34,156.00 | 6       | \$ 34,400.00 |
| 7       | \$ 33,900.00 | 7       | \$ 34,374.00 | 7       | \$ 35,344.00 |
| 8       | \$ 34,100.00 | 8       | \$ 34,578.00 | 8       | \$ 35,415.00 |
| 9       | \$ 34,242.00 | 9       | \$ 34,782.00 | 9       | \$ 35,485.00 |
| 10      | \$ 34,672.00 | 10      | \$ 34,927.00 | 10      | \$ 35,555.00 |
| 11      | \$ 35,000.00 | 11      | \$ 35,365.00 | 11      | \$ 35,625.00 |
| М       | \$ 35,722.00 | M       | \$ 36,436.00 | M       | \$ 37,165.00 |
| Ł       | \$ 36,740.00 | L       | \$ 37,474.00 | L.      | \$ 38,222.00 |
| K       | \$ 37,888.00 | K       | \$ 38,645.00 | K       | \$ 39,393.00 |
| J       | \$ 38,770.00 | j       | \$ 39,545.00 | j       | \$ 40,293.00 |
| ı       | \$ 40,602.00 | l       | \$ 41,414.00 | ŀ       | \$ 42,747.00 |
| Н       | \$ 40,799.00 | н       | \$ 41,615.00 | H       | \$ 43,000.00 |
| G       | \$ 41,879.00 | G       | \$ 42,716.00 | G       | \$ 43,464.00 |
| F       | \$ 42,379.00 | F       | \$ 44,247.00 | F       | \$ 45,132.00 |
| ٤       | \$ 44,923.00 | E .     | \$ 45,821.00 | ε       | \$ 47,243.00 |
| D       | \$ 45,104.00 | D       | \$ 46,006.00 | D       | \$ 47,500.00 |