

PREAMBLE

This Agreement is entered into this 24th day of June, 2003 by and between the Board of Education of the Somerset County Vocational and Technical Schools, hereinafter called the "Board" and the Somerset County Vocational and Technical Education Association, representing the teachers, secretaries and maintenance employees as recognized by this Contract, of the Somerset County Vocational and Technical School District, hereinafter called the "Association".

ARTICLE I - RECOGNITION

- A. Pursuant to N.J.S.A. 34:13A-5.3, the Board recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for the following designated full-time and part-time personnel actively employed by the Board or on leave:

Financial Aid Officer
Classrooms/Shop Teachers
Guidance Counselors
Nurses
Librarians
Social Workers
Cooperative Education Coordinator
Learning Consultant
Vocational Evaluator
Secretarial/Clerical Employees
Maintenance Employees
Security Employees
School Psychologist
Assistant to the Financial Aid Officer/Bookkeeper
Bookkeeper/Accountant - General
Bookkeeper/Accountant - Accounts Payable
Receptionist/Telephone Operator
Employment Follow-Up Worker
Registrar/Admissions Representative
Associate Director of ETTC
Computer Network Administrator
Computer Technician
Maintenance/Bus Driver
Instructional Aide
Assistant Computer Network Coordinator
Network Systems Specialist

But excluding (specifically)

Temporary Employees
Transportation Employees
Admin. Assistant to the School Business Admin./Bd. Secretary
Administrative Assistant to the Superintendent of Schools

Bookkeeper/Accountant - Payroll
Business Office Secretary
Admin. Secretary/Superintendent's Office
Director of Building and Grounds
Maintenance Foreman (conducting evaluations)
All other employees of the Board

- B. Items specific to Teachers and other professional staff as contained herein:

Individuals included:

Unless otherwise indicated expressly or by implication, the term "teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined and references to male teachers shall include female teachers and vice versa. In various places, a teacher may be referred to as an "employee".

- C. Items specific to specialists, secretaries, instructional aides, maintenance and security employees as contained herein:

Individuals included:

Unless otherwise indicated expressly or by implication, the term "secretaries" when used hereinafter in this Agreement shall refer to all specialists, secretarial, instructional aides and clerical employees referred to in Section A above. The term "maintenance employees" shall refer to all maintenance and security employees referred to in Section A above.

The term "employees(s)" shall refer to all employees set forth in Section A above.

- D. References to male employees shall include female employees and vice versa.

ARTICLE II - GRIEVANCE PROCEDURES

A. **Definitions:**

1. A "Grievance" shall mean a claim in writing by an employee or group of employees that there has been to him or them representation, misapplication, or a violation of any of the provisions of the Agreement. A grievance to be considered under this procedure must be initiated by the employee (or an Association official, if employee is incapacitated) within ten (10) school days of the time that the employee (or an Association official, if employee is incapacitated) knows or should know of its occurrence; otherwise, the same shall be deemed to have been abandoned. The term "Grievance" shall not include the following:

- a. 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.
 - b. Any matter for which a method of review is provided for or is cognizable by the Public Employment Relations Commission.
 - c. Matters which according to law are beyond the scope of Board authority.
 - d. Any rule or regulation dealing with the internal matters of the Somerset County Vocational Schools Board of Education or the State Commissioner of Education.
 - e. Any matter the determination of which would require an act by the Board of Education which it is without legal authority to do.
 - f. A complaint of a non-tenure employee which arises by reason of his not being re-employed.
 - g. 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.
 - h. Any matter for which review by arbitration is prohibited by law.
2. A "party" is a person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
 3. School days when used in this Article refer to days when school is in session.

B. Procedures:

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. It is understood employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. All time periods contained in the grievance procedure may be extended or accelerated by mutual agreement of the parties in writing.
5. Any grievant may be accompanied at all stages of the grievance procedure by one person that is a member of the Association. (A "member of the Association" includes an N.J.E.A. representative).
6. The grievant shall identify the specific Article and Section of this Contract and describe specifically how the grievant claims the Contract has been violated on the grievance submission form. Also included within the grievance submission form shall be the following items: date of incident in question, name of person or persons initiating the grievance, the assignment of the employee initiating the grievance, statement of the grievance, the date the grievance is filed and the resolution sought.

C. LEVELS OF GRIEVANCE APPEAL:

Level One

Any employee that has a grievance shall discuss it first with the employee's immediate supervisor in an attempt to resolve the matter informally at that level.

Level Two

If, as a result of the aforesaid discussion, the matter is not resolved to the satisfaction of the employee, he or she shall set forth his or her grievance, in writing, to his immediate supervisor on the grievance forms provided within ten (10) school days from the date of the aforesaid discussion. The employee's immediate supervisor shall communicate his decision to the employee in writing, with reasons, within ten (10) school days of receipt of the written grievance.

Level Three

The employee, no later than five (5) school days after receipt of his immediate supervisor's decision, if same is not satisfactory, shall appeal the same to the Superintendent of Schools. The appeal

to the Superintendent must be made in writing with a copy to the employee's immediate supervisor setting forth the matter submitted to the employee's immediate supervisor as specified above and the reasons for his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve that matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee and the employee's immediate supervisor as referred to above.

Level Four

If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review and hearing by the Board of Education. The request shall be submitted in writing, with complete documentation to the Board, care of the Board Secretary, with a copy to the Superintendent. The Board shall conduct a de novo hearing to consider the appeal. The hearing shall be held within twenty-one (21) calendar days of receipt of the grievance appeal by the Board or the next Board meeting, whichever is later. The Board shall make a determination by or before its second regularly scheduled Board meeting, unless the grievance is filed ten (10) school days before the next regular Board meeting. The decision shall be in writing and shall be delivered to the aggrieved and their representative. The employee who has filed the grievance, or at least one employee from a group of employees filing a grievance, (if an individual or individuals are involved in the grievance) will be required to appear before the Board of Education for the said hearing.

Level Five

1. In the event any party is dissatisfied with the disposition of the grievance at Level Four, he may, within ten (10) school days after such written notice, submit the issue to arbitration. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
2. The rules and procedures of the American Arbitration Association shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law (including the School Laws as embodied in N.J.S. 18A), or which is violative of the terms of this Agreement; and he shall have no power to add or subtract from or modify any of the terms of the Agreement, nor shall he in any case have power to rule on any issue or dispute excepted from the definition of a grievance under this

Article II or excepted from this grievance procedure by any other provision of this Agreement. The decision of the arbitrator shall be final and binding on all of the parties.

D. MISCELLANEOUS GRIEVANCE ITEMS:

1. Forms pertaining to the filing and processing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association and shall be given appropriate distribution.
2. All hearings under this grievance procedure shall be conducted in private and shall be confidential.
3. Each party shall bear the total cost incurred by itself.
4. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personal file of any of the parties.

ARTICLE III - HEALTH INSURANCE

- A. The Board agrees to provide and make available to each eligible employee, his spouse and unmarried dependent child(ren), the program of hospital, medical and surgical insurance as provided by the New Jersey State Health Benefits Plan (Traditional coverage). Employees have the right to utilize an HMO Health Plan in lieu of the above coverage, but if the said HMO Health Plan costs the Board more than the employee's coverage under the aforesaid Traditional coverage, then the employee will pay the excess cost of the same. Provided the law is amended to allow the following: Employees not eligible for the above insurance coverage are those hired after July 1, 1997 with less than two (2) years of employment with the Board. Those said employees shall be entitled to single medical (hospital, medical and surgical) coverage only. If the said employee desires coverage in excess of single coverage, such additional coverage will be at the employee's cost. After the aforesaid two (2) year period, the employee will be provided with full contract benefits in the aforesaid area.
- B. The Board agrees to pay the full health insurance premium for each employee, his spouse and unmarried dependent child(ren) as provided in the above paragraph.
- C. The Board agrees to provide dental insurance for up to full family coverage. The employee provided this dental insurance coverage will pay five (5%) of the cost thereof to the Board, in equal installments, each year of this Contract. Any increase in coverage benefits over those provided as of the date this contract is executed will be at employee's sole cost. The five (5%) percent

copay provided above shall apply only to those benefits in place as of the date hereof.

- D. Those employees covered by the medical insurance described in paragraph "A" above will have their \$100.00 deductible, if they are single or their \$200.00 deductible, if they are married or are a single parent paid by the Board if they are liable to pay the same. Those employees utilizing HMO Health Plans will have the right to submit up to \$100.00 worth of prescription or medical expenses to the Board for payment if they are single or up to \$200.00 if they are married or are a single parent. Both of the above groups will utilize vouchers for the said payments. All vouchers will be submitted for payment before the date of July 31st following the school year in which incurred. In the event that the voucher is not submitted by the said date, the Board will have no obligation to pay the same.
- E. The Board agrees to provide a vision care plan which covers eye examinations every twelve (12) months, eyeglass lenses every twelve (12) months and eyeglass frames every twenty-four (24) months in accordance with the provisions and reimbursements schedule of Vision Service Plan B. The plan will be nondeductible. The Board shall have the option to substitute another plan which equals the benefits described above. The employee provided this vision care plan will pay ten (10%) percent of the cost thereof to the Board in equal installments.
- F. The Board may substitute other insurance carriers so long as the insurance coverages provided above are similar to or better than those now being provided.
- G. The Board will provide an employee assistance program for all employees covered by this Agreement of a type at least equal to that provided by the County of Somerset for its employees.
- H. Provided the law is amended to allow the following: Upon an employee electing to accept "single" medical insurance coverage pursuant to Article V.I. hereof when the employee previously had "family", "husband and wife" or "single with children" coverage, the Board will pay that employee the following sums:
 - 1. \$1,500.00 if the employee is deleting "family" coverage for each full year such election is maintained.
 - 2. \$1,250.00 if the employee is deleting "husband and wife" or "single with children" coverage for each full year such election is maintained.

The aforesaid payments are to be made at the time of the election of the employee and the execution of an agreement to reimburse the Board if the employee is re-enrolled in "family", "husband and wife"

or "single with children" coverage before expiration of the elected year.

This provision shall immediately lapse if the Board leaves the State Health Benefits Plan. Upon the Board leaving such Plan, all employees that had made the aforesaid election shall be paid the sums due to them as if the employee had reached the anniversary date of the employee's election.

The Board shall have the right to terminate this Section at its will. Upon termination hereof, the Board would pay all employees having made the said election in the same manner set forth above for the Board's leaving the State Health Benefits Plan.

This section shall be operable provided that there is no tax consequence to those employees not electing this option.

ARTICLE IV - USE OF CAR REIMBURSEMENT

- A. Association members shall be reimbursed at the rate per mile allowed by the IRS for the year preceding the year in question while using their automobiles in an official school activity.
- B. What constitutes an official school activity and under what conditions reimbursement is to be made shall be determined by the Superintendent.
- C. Any Association member on official authorized business (with the prior approval of the Superintendent or his designee) will be reimbursed for tolls, parking and meals incurred conducting such business.

ARTICLE V - LEAVES OF ABSENCE

A. Death in the Immediate Family

- 1. In case of a death in the immediate family, the employee shall be entitled to a maximum of seven (7) consecutive calendar days of absence (which includes holiday, weekends, school closing days and any other day school is closed). The immediate family is defined as mother, father, sister, brother, child, grandparents, grandchild, spouse, spouse's parents, brother, sister, grandparents, brother-in-law and sister-in-law. Also, any aunt, uncle or first cousin living in employee's immediate household shall be considered "immediate family".
- 2. In the case of a death of an aunt, uncle, or first cousin not living in employee's immediately household, the employee shall be entitled to one (1) day of absence.

3. The temporary leave days provided herein are for the sole purpose of arranging for and attending funeral services and for providing for a reasonable mourning period in connection therewith.

B. Court, Jury or Military Orders

There shall be no loss of pay due to absence caused by compliance with a court subpoena or selective service or military directive when compliance is mandatory and must be carried out during school hours. This does not include induction into military service or the meeting of military training requirements as these matters are covered by State Law. An employee required to perform jury duty shall not suffer a loss of pay during that service provided that the employee gives the Superintendent two (2) weeks prior written notice of the same. The Board reserves the right to obtain a waiver of the employee's jury duty obligation and the employee will cooperate in obtaining such waiver.

C. Convention Days (Teachers Only)

When the school calendar calls for the High School or Technical Institute to be closed for two days at the time of the NJEA Convention, attendance on the part of the affected instructional personnel at the said Convention is expected unless excused by the Superintendent. Attendance at other conventions, without loss of pay, may be requested in advance under the provisions of Section D below.

D. Other Excused Absences

1. In addition to the absences permitted under Sections A and B (Secretaries and Maintenance Workers) and Sections A through C (Teachers) above, each employee may request to be excused without loss of pay for not more than a total of three days per school year for the following reasons and under the following conditions:
 - a. Obligatory religious holidays requiring abstinence from work, or performance of religious ceremonies and obligations during regular school hours.
 - b. Illness of other members of the family.
 - c. Attendance at a funeral, other than immediate family.
 - d. Personal business which cannot be handled outside of school hours.
 - e. Wedding or birth in the immediate family.

- f. Unforeseeable emergencies which result in absence allowed at the discretion of the Superintendent.
2. It is intended that these three days be available as a reserve for genuine emergencies and professional purposes only and unused days are converted to accumulated sick days, provided that the fifteen (15) day accumulation limitation set forth in N.J.S.A. 18A:30-7 is not exceeded.
3. Requests for absences are to be made in writing as far in advance as possible. No personal days shall be taken the day before or the day after a school holiday unless prior approval was obtained from the Superintendent. In an emergency, the request must be made to the party designated by the Superintendent by telephone or other means of communication. The request, or in an emergency, a report will be forwarded to the Superintendent in writing with the principal's or supervisor's recommendation.
4. The Superintendent, in his discretion, based on the reason given by the employee as per D.1. above requesting use of these days, shall approve or disapprove the request and notify the employee of his decision through the employee's immediate supervisor.
5. The Board shall grant maternity/paternity leave without pay to any employee in accordance with Board policy and the law.
6. If prior authorization is obtained from the Superintendent or his designee, attendance at a professional meeting or participation in a professional activity which would be of direct benefit to the school system.

ARTICLE VI - ASSOCIATION RIGHTS

- A. The Association President shall be relieved of 80 minutes per week of non-instructional time for the purpose of attending to Association business directly involving the Association at the Somerset County Vocational and Technical Schools, provided that the Board incurs no costs for substitutes or any other item. However, if the President is a shop teacher or a member of the support staff, he/she must designate another member to represent him/her during the said eighty (80) minute time frame.
- B. The Board agrees to furnish to the Association, in response to reasonable requests, all available information concerning the educational program and contractual matters as they relate to collective negotiations.
- C. The Association shall have the right to use school buildings at all reasonable hours for meetings, provided the meeting does not interfere with the conduct of school, school connected activities

or other meetings already scheduled involving the use of school buildings and further not interfere with the work day of the employees involved. The Principal of the building and the School Business Administrator/Board Secretary shall be notified in advance, in writing, of the time and place of all such meetings and they shall approve the same, provided the meeting does not conflict with other scheduled events.

- D. The Association shall have the reasonable right to use school equipment, including typewriters, computers, duplicating equipment, calculating machines or any other school office equipment at such times during regular business hours when such equipment is not otherwise in use. The Association shall pay the Board the sum of \$300.00 annually for each year of this Agreement, such payments to be made on September 1st of each year for the materials and supplies incident to such use and for any repairs necessitated as a result thereof. Any repairs caused by the negligence of the Association or its members will be the Association's responsibility and will be paid for separately from the above charge.
- E. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge. Copies of Association materials to be posted on such bulletin boards shall be given to the building administrator if practicable.
- F. One secretary and one maintenance employee will be released from his or her duties from 3:15 to 4:00 p.m. (or a lesser period if the meeting terminates sooner) to attend official Association meetings to a maximum of once weekly.
- G. The Association shall have the right to reasonable use of the inter-school mail facilities and school mailboxes with the understanding that the Board has no responsibility or liability for delivery or misdelivery or any material. Further, said mailboxes shall not be used to distribute any material which can be construed as campaign material reflecting issues relating 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.

ARTICLE VII - GENERAL MISCELLANEOUS

- A. In the event employee desires to undergo a stress cardiogram test and either the school physician or the employee's private physician recommends that the same be completed, the Board will pay for the cost of such stress cardiogram and all follow-up cardiogram tests if deemed necessary by the school physician or the employee's private physician, not to exceed the usual charge for the same which is made by the school physician and further only to the extent that the same are not covered by the employee's medical insurance. The time required for testing will not be charged to the employee.

- B. This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not in the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except by instrument in writing duly executed by both parties.
- D. If any provision or part thereof of this Agreement is held to be contrary to law, then such provision or part thereof shall not be further enforced except to the extent permitted by law, provided, however, all other provisions shall continue in full force and effect.
- E. A medical examination, in accordance with the requirements of N.J.S.A. 18A:16-2 and any regulations published pursuant thereto, is required of every employee on a staggered basis every three (3) years. If an employee utilizes the school physician for the said examination, the Board will pay the cost of the examination, and the examination will be during school hours. (In the event the employee is a teacher, another teacher will cover any classes or duties of the teacher taking the said examination, without charge to the Board.) In the event the employee utilizes a physician of his or her choice, the Board will reimburse the employee the cost of the examination up to a maximum of the school doctor's charge to the Board. Any charge above the school doctor's charge to the Board will be the employee's responsibility. If a doctor of the employee's choice is utilized for the aforesaid examination, the employee will arrange the appointment for the same so that it is not during school hours.
- F. An employee retiring during any school year must notify the Superintendent by November 30th of the prior school year of his or her intention in writing. If no such notification is made, the employee can still retire, but the benefits which should have been paid at retirement will be accrued and paid during the second year of the employee's retirement.
- G. 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 in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior

to its effective date or to eliminate, reduce or otherwise detract from any Board benefit existing prior to its effective date.

- H. Up to two (2) Association members may be designated by the Association to attend funeral services for a deceased present school employee for up to four (4) hours.
- I. Administration/Association Liaison Committee
 - 1. The parties agree to establish an Administration/Association Liaison Committee. The purpose of this committee is to meet and discuss matters of mutual concern including, but not limited to, educational programs of the District, and administration of the Agreement.
 - 2. The committee shall be composed of the Superintendent or his designee and one additional administrator and two teachers appointed by the Association. The Committee shall meet at such times as it deems appropriate and necessary, in order to adequately carry out its function.

ARTICLE VIII - BOARD RIGHTS

- A. The Board of Education, subject only to the express written provisions of this Agreement, reserves to itself all rights and responsibilities 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 Laws of the United States.
- C. 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 cause to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to decide upon the means and methods of instruction (for teachers), and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and nonteaching 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 IX - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-1, et seq. in a good faith effort to reach agreement on matters concerning the terms and conditions of teachers', secretaries' and maintenance workers' employment. Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all recognized personnel under Article I hereof and it shall be reduced to writing and approved and signed by the Association, and, if approved by the Board, signed by the Board.
- B. The first meeting shall be limited to the establishment of ground rules, presentation of the Association's proposal, if any, and setting the date for presentation of the Board's proposal, if any. It is agreed by the parties to use their best efforts to conclude negotiations, including mediation and fact-finding, if necessary, prior to the conclusion of the school year in which this Agreement expires.

ARTICLE X - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2003, and shall continue in effect through June 30, 2006. 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.

ARTICLE XI - DEDUCTION FROM SALARY

- A. The Board agrees to deduct local and affiliated Association dues from the salaries of employees upon the written request of the employee, in compliance with applicable State and Administrative Rules and Regulations pertaining thereto.
- B. Upon written request of the employee, the Board agrees to deduct from the employee's salary monies for savings accounts with and for loan repayment to the Somerset County Teachers Federal Credit Union. Upon written request of the employee, the said deductions will be terminated consistent with administrative procedure.
- C. The Board and Association agree that there will be a representation fee for employees who do not become members of the Association. The Association agrees to save harmless the Board for any improper deductions based upon information given to the Board by the Association. This said representation fee shall be as advised by the Association up to the level set by statute.

ARTICLE XII - ITEMS SPECIFIC TO TEACHERS

A. Salaries

1. Purpose

The 2003/04, 2004/05 and 2005/06 Teachers Salary Guides have been prepared in order to enable the Board of Education to obtain and retain the services of teachers who are competent and well-prepared and to encourage teachers in service to continue to work for professional improvement.

2. Salary Guide

The salaries of all teachers covered by this Agreement are set forth in the salary guide which is attached hereto. The new salary guide structure no longer represents the years of employment in the school district or the original placement on the guide. Hereafter, all individuals shall move on a yearly basis from the point negotiated on the salary guide. The Association and the Board agree that no individual covered by the salary guide shall have the right to utilize the grievance procedure if he or she disagrees with their salary guide placement.

3. Operation of Salary Guide

a. In determining a new teacher's proper salary step the following procedure shall be used except that in no case shall the teacher be paid a salary less than provided for under Sections N.J.S.A. 18A:29-6 to N.J.S.A. 18A:29-16 of the New Jersey Statutes:

- 1) Salary step credit may be allowed for approved and appropriate full-time teaching elsewhere on the basis of one year of experience outside the school system for one salary step up to a maximum of that step which represents the 85th percentile level of all salary steps on the salary guide, only complete school years or half years will be counted.
- 2) Salary step credit for shop teachers may be allowed for approved and appropriate full years of full-time occupational experience over and beyond six years of occupational experience on the basis of two years of such experience for one salary step.
- 3) Salary step credit for related teachers may be allowed for approved and appropriate full years of full-time occupational experience over and beyond

two years of occupational experience on the basis of two years of such experience for one salary step.

- 4) Salary step credit may be allowed for approved and appropriate full years or half years of full-time military experience except that such service shall not be credited towards more than four salary steps.
 - 5) Salary step credit for the combination of occupational and military credit shall be limited to the maximum of that step which represents the 85th percentile level of all salary guide steps on the salary guide for inexperienced teachers and beyond such credit occupational experience may be recognized on the basis of two (2) years of such experience for one salary step. In the event that a teacher is hired above Step 1 on the Salary Guide after February 1st of any year, that teacher will not be advanced on the Salary Guide the following September. The teacher's first advance will be the second September after hiring.
 - 6) Salary step credit for experience shall be granted only when satisfactory evidence of such experience is provided as required by the Superintendent.
 - 7) In order to receive credit for advanced professional preparation, official transcripts and records must be presented to the Superintendent for approval and evaluation.
- b. The accompanying teacher salary schedule indicates the salaries which shall be paid at the various salary steps.
- 1) It is the intent and purpose of the Board to encourage and recognize appropriate professional improvement and preparation beyond the minimum requirements for certification.
 - 2) **Schedule 1** is based on the minimum requirements for permanent certification for shop teachers, C.I.E. Coordinators, related subject and academic subject teachers.
 - 3) **Schedule 2** provides for salaries during the 2003/04, 2004/05 and 2005/06 school years for shop teachers and C.I.E. Coordinators with 60 college credits, and for related and academic teachers with a B.S. degree plus 15 post graduate credits.

- 4) **Schedule 3** provides for salaries during the 2003/04, 2004/05 and 2005/06 school years for shop teachers and C.I.E. Coordinators with 90 college credits, and for related and academic teachers with a B.S. degree plus 30 post graduate credits (with at least 21 credits being in the teacher's area of teaching certification or certifications and/or courses which will enhance instruction in the following areas: curriculum, classroom management, reading and discipline specific courses.)
- 5) **Schedule 4** provides for salaries during the 2003/04, 2004/05 and 2005/06 school years for shop teachers and C.I.E. Coordinators with Bachelors degrees and related and academic teachers with Masters degrees plus 30 post graduate college credits.
- 6) **Schedule 5** provides for salaries during the 2003/04, 2004/05 and 2005/06 school years for shop teachers and C.I.E. Coordinators with Masters degrees or Bachelors degrees plus 30 credits, and related and academic teachers with a Doctorate degree or a Masters degree plus 90 post graduate credits.
- 7) Related and academic teachers with a masters degree will have the sum of \$683.82 added to the amount set forth in these Schedules.
- 8) Promotional increases that are a result of increased academic preparation shall be made twice a year, in September and February, after official transcripts or records of courses are presented to the Superintendent for approval.
- 9) Any teacher directed to use his or her assigned preparation period to serve as a covering teacher shall be paid at the rate of \$26.35 per hour for school year 2003/04; \$27.56 per hour for school year 2004/05 and \$28.86 per hour for school year 2005/06 pro-rated for the time actually worked for the instructional period above the contractual limit (high school) in which the teacher's services are utilized as such covering teacher. (Example: 1-20 minutes = ½ hour pay; 21-40 minutes = 1 hour pay). Payment for such covering service shall be treated as part of the covering teacher payroll and shall not be deemed a part of the teacher's salary. In the event that a teacher is directed to use his or her assigned preparation

period to substitute teach a subject which teacher is permanently assigned to teach, that teacher shall be paid his or her hourly per diem rate.

- 10) In the event that a shop teacher shall be required to teach his own related instruction classes, he will be paid the greater of either \$26.35 per hour for 2003/04; \$27.56 per hour for 2004/05 and \$28.86 per hour for 2005/06 or his per diem rate (pro rated for the hours worked in related instruction).
- c. All salaries and increments for positions or special assignments not herein classified shall be set by special action of the Board upon the recommendation of the Superintendent.
- d. The regular annual salary for a teacher is to be considered full remuneration for a 'normal load'. This is defined as:
- 1) A full time teaching assignment with the many nonclassroom obligations normally associated with such an assignment.
 - 2) Sponsorship of one major extra-curricular activity and/or special duties as assigned by the principal; notwithstanding entitlement to extra-curricular compensations under the section hereof entitled "Extra-curricular Compensation", if so provided for.
 - 3) "Normal load" shall include maintaining an up-to-date course of study outline and proficiencies.
 - 4) Teachers will be expected to attend all faculty meetings. There will be a maximum of eight (8) faculty meetings per year, three (3) of which shall be attended by all faculty members simultaneously; one (1) of the simultaneous meetings will include the year's first faculty meeting. The two remaining simultaneous meetings will start within five (5) minutes of the completion of C-Session classes and not exceed forty (40) minutes in length. All other faculty meetings will start within five (5) minutes of the completion of the last scheduled class and will not exceed forty (40) minutes in length. This attendance is included within the normal workload of the teacher without additional compensation.

- e. Teachers who are not under tenure shall be rated at least three times a year under an established rating system. When an unsatisfactory rating is made, the final status of the teacher shall be determined by the Superintendent through conference with the principal and/or supervisor, and teacher.
- f. Whenever necessary to calculate a daily rate for teachers the following procedure shall be followed:
 - 1) For teachers serving on a ten (10) month basis, the daily rate shall be 1/200th of the annual base salary.
 - 2) For teachers serving on a twelve (12) month basis, the daily rate shall be 1/245th of the annual base salary.
 - 3) For teachers serving on an eleven (11) month basis, the daily rate shall be 1/225th of the annual base salary.
- g.
 - 1) The normal working days for each school year are shown in the official calendar approved by the Board. The calendar is subject to change at the discretion of the Board. For example, as recommended by the Superintendent, the Board may authorize the closing of schools and/or offices in case of emergencies and may authorize the opening of schools and/or offices to make up such lost days. In any event, there shall be 180 student contact days (or the actual statutory number fixed by the State of New Jersey for minimum student contact days) plus a maximum of one (1) full additional day and four half days of up to four (4) hours each, excluding lunch.
 - 2) All teachers will be at school unless the same is closed by the Superintendent or his designee. If a teacher is not at school when the same is open, then that teacher will be designated as "absent". In the event a teacher is "absent" and school remains officially open for only one-half day, that teacher will be charged with only one-half of a day's absence.
- h. The most important factor in the success of an educational program is the competence and devotion to duty of the teaching staff.
 - 1) Therefore, all full-time day school instructional personnel are to be available for work or special

assignment from September 1 through June 30 unless excused by the Superintendent; Saturdays, Sundays, and Board approved holidays excepted.

- 2) Part-time instructional personnel shall work such hours as assigned by the supervisor in charge.
- i.
 - 1) In the event a guidance counselor is directed by the Superintendent or his designee to work in excess of the normal work day, the counselor shall be compensated for the additional time worked at the rate of \$26.35 per hour for the school year 2003/04; \$27.56 per hour for the school year 2004/05 and \$28.86 per hour for the school 2005/06. The counselor's duties and working hours shall be assigned by the school principal, subject to the approval of the Superintendent, including summer work.
 - 2) Guidance counselors may be employed on a twelve month basis with one month vacation (Guidance Counselors "A"), or on a ten month basis (Guidance Counselors "B").
 - j. Passing from one salary level to the next higher shall take place on July 1st for twelve month teachers and September 1st for ten month teachers.
 - k. Longevity compensation shall be paid as follows:
 - 1) School Year 2003/04:
 - a) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1994 shall be paid an additional \$600.00 for the school year 2003/04.
 - b) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1989 shall be paid an additional \$350.00 for the school year 2003/04. This payment is in addition to item (a) above.
 - c) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1984 shall be paid an additional \$350.00 for the school year 2003/04. This payment is in addition to item (b) above.
 - d) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1979 shall be paid an additional \$350.00 for

the school year 2003/04. This payment is in addition to item (c) above.

- 2) School Year 2004/05:
 - a) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1995 shall be paid an additional \$600.00 for the school year 2004/05.
 - b) Any teacher employed continuously at Somerset County Vocational School since September 1, 1990 shall be paid an additional \$350.00 for the school year 2004/05. This payment is in addition to item (a) above.
 - c) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1985 shall be paid an additional \$350.00 for the school year 2004/05. This payment is in addition to item (b) above.
 - d) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1980 shall be paid an additional \$350.00 for the school year 2004/05. This payment is in addition to item (c) above.

- 3) School Year 2005/06:
 - a) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1996 shall be paid an additional \$600.00 for the school year 2005/06.
 - b) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1991 shall be paid an additional \$350.00 for the school year 2005/06. This payment is in addition to item (a) above.
 - c) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1986 shall be paid an additional \$350.00 for the school year 2005/06. This payment is in addition to item (b) above.
 - d) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1981 shall be paid an additional \$350.00 for the school year 2005/06. This payment is in addition to item (c) above.

- 4) The above longevity payments shall only be payable to teachers hired prior to July 1, 1995. Teachers hired after July 1, 1995 shall not be entitled to any longevity payments.
1. At the recommendation of the Director of Post Secondary Education, the Superintendent shall authorize any shop teacher who is required to "set-up" for Adult Continuing Education, Technical Institute Twilight Programs or any other matter, shall receive the sum of \$84.00 per night (not per use) per semester for each night the teacher's shop is used for the same; to be paid the last pay period of each semester. "Set-up" is defined to be: receiving and securing Adult Continuing Education or Technical Institute Twilight Program materials and supplies, normal repairing and servicing of equipment, set up materials, tools and equipment when necessary and call suppliers when necessary.
- m. Home Bound instruction shall be paid at the rate of \$30.15 per hour during the school year 2003/04; \$31.54 during the school year 2004/05 and \$33.02 during the school year 2005/06; also mileage to the assignment from the school and returning to the school shall be paid in accordance with the use of car reimbursement section of this contract. All assignments will be made to the most qualified on a seniority basis.
- n. Nonstudent contact activities such as curriculum work and special projects shall be paid at the rate of \$28.64 per hour for the school year 2003/04; \$29.96 for the school year 2004/05 and \$31.37 for the school year 2005/06.
4. Teachers covered by this Agreement shall be paid on the 15th day and the last Friday of each month. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last school day prior to the holiday, vacation or weekend. Each teacher shall receive his final check on his last working day in June provided he has fulfilled and completed all assignments and responsibilities of his position.
5. Each teacher employed on a ten month basis shall have the option to receive his or her yearly pay over a 10 or 12 month period. If a 12 month period is selected, the teacher's 10 month yearly pay will be spread evenly over the 12 month period. All tax, pension or other deductions will be made according to law.

6. A teacher shall have the option of earning credits by either the type set forth in the section of this contract entitled "Course Reimbursement" or from courses provided through the school as approved by the Board of Education. The "in-school" courses will be allowed credits as per the above section of this contract, but no monetary payment, as provided for in the above section of this contract will be made to the teacher completing the same, but the teacher will have credit awarded towards salary lateral movement. All "in-school" courses will be only offered after school hours. The requirements herein are in addition to any emergency certification requirements.
7. Teachers Salary Guides follow:

B. Course Reimbursement

1. The Board agrees to contribute toward the cost of approved college credit courses for professional improvement under the following conditions:
 - a. 100 percent of tuition for 12 credits (Fiscal Year)
 - b. 50 percent of tuition over 12 credits (Fiscal Year)
 - c. Credit cost reimbursement to be up to the current cost at Rutgers-The State University. Any charges above that credit cost will be borne by the teacher (except for registration fees which are reimbursable).
 - d. Reimbursement will be made upon presentation of a transcript showing a grade of C or higher or "P" in a pass-fail course and a paid bill.
 - e. All courses must be taken at an accredited college or university, as recognized by the New Jersey Department of Education.
 - f. In order to receive reimbursement the applicant must be in the employ of the District at the time the reimbursement is to be made and must present proof of payment from the college or university, together with an official transcript and claim form. An applicant who wishes to be reimbursed for post-certification credits taken during the spring or summer term of any given year must have been granted and accepted an employment contract for the following year.
 - g. This policy does not apply during the term of any sabbatical leave granted to the teacher.
 - h. Applications and requests are to be submitted to the Superintendent for recommendation to the Board and be approved before enrolling for course work. The following dates apply:

Application deadlines:
June 30 for summer school courses
September 30 for fall semester courses
January 30 for spring semester courses
 - i. See Article XII.A.6. for additional information as to this section.

- j. Payment for courses will be made in February and September following the school year in which the course was completed.
- k. Approval for reimbursement for courses taken shall not be withheld except for pre-certification credits (emergency certificated teachers), credits from nonaccredited institutions and for credits that are more than two years old.
- l. The Board agrees to reimbursement for pre-approved, by Superintendent or his designee, professional improvement courses which will enhance the quality of instruction, but are not college accredited. These courses will not affect the placement of a teacher on the salary guide.

C. Sick Leave

1. Definition of Sick Leave

- a. Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
- b. Teachers may use sick leave days in the event of illness of a spouse or child that resides in the teacher's household.

2. Sick Leave Allowable

All teachers who are contractually employed by the Board shall be allowed sick leave with full pay for twelve (12) school days in any school year. Teachers on 12 month contracts will be allowed sick leave with full pay for fifteen (15) school days in any school year. Sick days shall not be allowed the day before a school holiday or the day after a school holiday unless a doctor's note is provided. Any unused sick leave shall be permitted to accumulate, provided that the fifteen (15) day accumulation limitation set forth in N.J.S.A. 18A:30-7 is not exceeded.

3. Accumulated Sick Leave

- a. If a teacher requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years. Teachers shall be given a

written accounting of accumulated sick leave days no later than September 30 of each year.

- b. All employees shall receive a perfect attendance bonus of \$300.00 for each year of perfect attendance, \$200.00 for one absence and \$100.00 for two absences. A year's perfect attendance shall be defined as an employee attending work all days within a contract year that the employee would normally be scheduled to work (only vacation days to be excepted).

4. Prolonged Absence Beyond Sick Leave Period

If a teacher uses all required and accumulated sick leave, he may, at the Board's sole discretion, receive the difference between his pay and that of the current daily amount that the Board pays for a substitute teacher, for a period of 60 school days, or until the end of the school year, whichever comes first. The decision to employ a substitute has no bearing on this salary reduction and the reduction will be made whether a substitute is hired or not.

5. Physician's Certificate Required for Sick Leave

The Superintendent may, at his discretion, require a teacher to furnish a physician's certificate of illness or injury.

6. Disposition of Accumulated, Unused Sick Days

- a. Upon retirement from the District and after ten continuous years therein, the teacher shall receive payment for accumulated, unused sick days on the basis of one day for every two sick days accumulated up to a maximum of ninety (90) days of compensation, which compensation will not exceed \$15,000.00. The said \$15,000.00 limitation shall not be applicable to teachers hired prior to July 1, 1995. Retirement from the District shall mean that the teacher shall be terminating his or her full time employment. Moneys are payable under this section to a teacher who meets the years of service and age requirements to retire under TPAF.
- b. Accumulated sick days will be at the rate of \$85.00 per day for all teachers hired after July 1, 1986 on the basis of one paid day for every two accumulated days up to a maximum of ninety (90) days and not to exceed \$15,000.00. The said \$15,000.00 limitation shall not be applicable to teachers hired prior to July 1, 1995. Unused Personal Days will count as Accumulated Sick Days. All teachers employed before July 1, 1986 shall

be entitled to the provisions of paragraph "a." above and the above change will not affect them.

- c. Upon the reduction in force or death of a teacher, the teacher or teacher's estate shall receive payment for accumulated unused sick days on the basis of one day for every two sick days accumulated up to a maximum of ninety (90) days of compensation, which compensation will not exceed \$15,000.00. The said \$15,000.00 limitation shall not be applicable to teachers hired prior to July 1, 1995.
- d. Payment of the above monies may be made over a three (3) year period if the Board and the teacher mutually agree to that payment plan.

D. Transfers and Reassignments

1. Voluntary

- a. Teachers who desire a change in teaching assignment may file a written request with the Superintendent not later than February 1st. Such request shall include the subject area and grade, and shall detail the teacher's qualifications for the position desired.
- b. In the consideration of request for voluntary reassignment, the transfer may be made if:
 - 1) A vacancy is foreseen,
 - 2) The teacher's principal or administrator approves,
 - 3) The Superintendent approves.
- c. In the determination of requests for voluntary reassignments and/or transfer the wishes of the individual teacher may be honored to the extent that the voluntary reassignment or transfer does not conflict with the instructional requirements and best interest of the school system.

2. Involuntary

- a. If the Superintendent is considering an involuntary transfer, he shall notify faculty and Association no later than April 15th.
- b. Any teacher may volunteer for the considered transfer no later than May 1st.

- c. If, in the opinion of the administration, there is no acceptable volunteer available, the Superintendent will, in his discretion, make the assignment after consideration of all relevant factors, such as, but not limited to, length of service, teaching certificate held, major and minor fields of study, education or experience in other areas, class size, effect on programs of study.
- d. Notice of involuntary transfer shall be given to the teacher involved no later than May 15th unless unforeseen circumstances preclude such notification. If notification is given later than August 1st, then the affected teacher will be paid per diem on an hourly basis to a maximum of five (5) days as determined by the Superintendent or his designee.

3. Review

- a. The decision of the Superintendent on transfers and reassignments shall be final and not subject to the grievance procedure set forth herein.
- b. However, if the transferred is dissatisfied with the decision of the Superintendent, the transferred may request, within thirty (30) days, a hearing with the Board. Upon such request, the Board shall conduct a hearing and shall render a decision in writing. Said decision shall be final and binding.

E. Extra-Curricular Compensation

- 1. Extra-curricular compensation shall be paid to teachers who are given duties enumerated below.
 - a. Each compensable assignment shall be described by a job description, including duties and responsibilities, term of assignment, and supervision.
 - b. Teachers receiving supplemental pay for extra-curricular assignments which run for the full year shall be paid the same in three equal payments to be added to the said teacher's first pay in the months of November, February and June. In the event the extra-curricular assignment shall run for less than a full year, the payment to the teacher shall be upon completion of the assignment.
 - c. Extra-curricular assignments will be posted, if possible, thirty (30) calendar days before the final date of application, but such assignments shall be made at the discretion of the principal and may be revoked

for unsatisfactory performance, upon approval of the Superintendent.

- d. No assignment for one school year shall apply to the next school year unless the principal recommends it.
- e. Teachers with paid assignments shall carry normal teaching loads.
- f. Contracts for paid additional assignments shall be issued by May 30th if feasible.
- g. Extra-curricular positions will be remunerated in accordance with the attached schedule.
- h. Creation, elimination or suspension of any activity or position or the decision of whether or not to fill any position is at the discretion of the Board.

2. The Extra Curricular Activities schedule follows:

F. Appointments and Promotions

1. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions of administrator-supervisory levels of responsibility, including but not limited to such positions as principal, specialists, and department heads. All vacancies including shop teachers, related subject teachers, academic teachers, specialists and/or special project teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Superintendent in accordance with the following procedure:

- a. When school is in session, a notice shall be posted in each school as far in advance as practicable. A copy of said notice shall be given to the Association at the time of posting. Teachers who apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.
 - b. Teachers who desire to apply for a promotional position which may be filled during the summer when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in any position for which they desire to apply. Such notice shall be sent as far in advance as practicable. In addition, the Superintendent will furnish a copy of said notice to the Association.
2. In both situations set forth in the above section, all positions so posted will have a job description attached thereto.
 3. All qualified teachers shall be given the opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors.
 4. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school office, and a list shall be given to the Association indicating which positions have been filled and by whom.

5. Interview procedures for all applicants shall be consistent, insofar as possible.

G. Teacher Work Year

1. The detailed school calendar shall be formulated by the Administration. A copy of the proposed calendar will be sent to the Association for its consideration two (2) weeks prior to the Board's approval.
2. Twelve month teachers covered by this Agreement shall be permitted to take an uninterrupted vacation period, if desired, provided such scheduling does not conflict with his regular assignment and bears the approval of the Superintendent.
3. Teachers will be required to attend graduation and open house activities and eighth grade orientation, not to exceed four (4) times per school year, during evening hours and will receive compensatory time off for such activities at times designated by the Superintendent. In the event more than four (4) times are required, the teacher will be reimbursed at the rate set forth in Article XII, A.3.b.9.

H. Sabbatical Leave

1. A sabbatical leave may be granted by the Board of Education to any teacher who has completed seven (7) or more years of continuous service in the Somerset County Vocational and Technical Schools, upon recommendations of the Superintendent, for study in his/her area of instruction, to update his trade experience, or for other reasons of value to the school system subject to the following conditions:
 - a. Request for sabbatical leave must be received by the Superintendent in writing no later than December 1st, previous to the year for which the absence is requested. Action must be taken on all such requests no later than April 15th of the school year preceding the school year in which the sabbatical is requested.
 - b. Not more than one (1) teacher from the High School and one (1) teacher from the Technical Institute shall be granted a sabbatical leave for the same year.
 - c. The salary granted for up to one (1) year's sabbatical leave shall be one-half ($\frac{1}{2}$) of the salary the teacher would be entitled to if not on leave. Such salary shall be paid monthly and deducted therefrom shall be the regular deductions for the teacher's pension fund and

other deductions authorized by the teacher. Seniority rights shall be without prejudice. Salary payments shall be made in accordance with the schedule for payment of salaries in the school system.

- d. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence. The teacher shall retain all benefits accrued previous to the commencement of the leave.
- e. As a condition of the granting of a sabbatical leave, the teacher shall have agreed to continue in the service of Somerset County Vocational and Technical Schools for a period of at least three (3) years after the expiration of the leave of absence. Failing to so continue in service, the teacher shall repay on demand to the Board of Education, the full salary received while on leave unless such teacher is incapacitated, has been discharged or has been released for good and sufficient reasons by the Board of Education from this obligation. Incapacitated is defined as being unable to perform the duties required of the individual pursuant to his or her employment with the Board. A contract between the Board of Education and the teacher shall be executed before the sabbatical leave is granted formalizing the above agreement.
- f. Applicants for a sabbatical shall agree to abide by all written conditions of policy set by the Board of Education to govern such leaves of absence.
- g. Teachers on such leaves may not associate, for more than twenty (20) hours per week, for compensation with any person, persons, or organization during the leave, except when the Board of Education approves such association as beneficial to this school system and upon conditions prescribed by them.
- h. The teacher shall be required to submit written reports and/or evaluations to the Superintendent after the completion of his course of study or work project.

I. Work Hours and Work Load

- 1. The in-school workday of teachers in the High School will be seven (7) hours based on a full-time assignment (teaching and duty). Full time assignments are defined as:

Shop Teachers - 1435 minutes per week (A and B; B and C; or A and C Session)

- Academic Teachers - 1200 minutes per week
- Related Teachers - 1300 minutes per week under 150 students
 - 1100 minutes per week over 150 students
- Support Staff - 1800 minutes per week
- Evaluators - 1660 minutes per week

A teacher may be assigned an additional three-quarter (3/4) hour for a total work day of seven and three-quarter (7-3/4) hours. Any teacher who is required to work such three-quarter (3/4) hour beyond the normal workday shall receive annual compensation for such extra time in the amount of twelve (12%) percent of such teacher's base salary. The CIE coordinator's position shall be considered as requiring the additional annual compensation set forth herein as the same requires the extra hours of work.

If a shop teacher is scheduled for a three (3) shop teaching load, the teacher shall receive three hundred (300) minutes per five (5) school days for related instruction. If a teacher teaches two (2) shop sessions, this allowance will be pro rated based on the specific sessions taught.

2.
 - a. Academic teachers shall be assigned no more than 30 classroom teaching and/or duty periods of 40 minutes or its equivalent per week. The assignment of the 6th period teaching load will be rotated from year to year to different teachers by the Superintendent if, in his opinion, the same can be accomplished without detriment to the educational process.
 - b. Related classes in any shop session which do not have eight (8) students enrolled therein for regular education programs or five (5) students enrolled therein for special education programs, as of September 1st of each year, may have their similar classes combined as per the discretion of the Principal. Any change in students thereafter will not change the assignment set forth herein.
3. Teachers may be assigned student supervision duties within the teacher's assigned building. Supervision duties not relating to any building, for example, cafeteria, courtyard, will be assigned without regard to any teacher's building of assignment on a 'staggered' basis. Teachers shall not be assigned parking lot supervision. The foregoing does not relieve any teacher from controlling or reporting infractions

occurring in the school either in the teacher's presence or to the teacher's knowledge.

4. Taking of school-wide attendance as to tardiness and absence will not be the responsibility of teachers. The foregoing is not intended to relieve teachers from the duty of taking attendance as to tardiness and absence in their own classroom.
5. The Board will notify teachers by May 30th of their class schedules for the following school year, if practicable, and in any event not later than July 1st.

6. a. In the event a related teacher with a teaching load of under 150 students is assigned more than 1100 minutes per week to teach, that teacher shall be awarded a stipend of the teacher's base salary for each 60 minutes beyond 1100 minutes worked each week as set forth below:

Related Teacher (1) with 125 students is scheduled for 1160 - 2% stipend of base salary.

Related Teacher (2) with 100 students is scheduled for 1220 - 5% stipend of base salary.

- b. In the event a related teacher with a teaching load of 150 students or more is assigned more than 900 minutes per week to teach, that teacher shall be awarded a stipend of the teacher's base salary for each 60 minutes beyond 900 minutes worked each week, as set forth below:

Related Teacher (3) with 160 students is scheduled for 960 - 2% stipend of base salary.

Related Teacher (4) with 152 students is scheduled for 1020 - 5% stipend of base salary.

7. Absences on state holidays when school is open must be made up prior to June 30th of that school year. If the day chosen for make up is not, in fact, made up, the teacher shall have the following options:
 - a. Submit the absence as personal leave
 - b. Submit the absence as illness
 - c. Have one day's pay subtracted from the teacher's pay

The teacher shall notify the Superintendent by June 1st of his/her choice.

8. Attached hereto as Addendum A is the Recommended Workload Guidelines for the Technical Institute.

J. NOTIFICATION OF STATUS

1. As per N.J.S.A. 18A:27-10, the Board shall give to each nontenure teacher continuously employed since the preceding September 30th either:
 - a. A written offer of a contract for employment for the next succeeding year providing for usual termination clause on notice, but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association; or
 - b. A written notice that such employment shall not be offered.
 - c. If the nontenured teacher desires to accept such employment, he shall notify the Board of such acceptance in writing within ten (10) days after receipt of such offer.
2. Any nontenure teacher who receives a notice of nonemployment may within fifteen (15) working days thereafter, in writing, request a statement of reasons for such nonemployment from the Superintendent, which statements shall be given to the teacher in writing within thirty (30) working days after receipt of such request.
3. Any nontenure teacher who has received such notice of nonemployment and statement of reasons shall be entitled to request, in writing, a conference meeting with the Board, which request must be made within ten (10) working days after receipt by the teacher of the statement of reasons. The Board shall schedule said conference within thirty (30) days from the receipt of the Board's statement of reasons. If the Board grants such request, it shall so notify the teacher who shall have the right to be accompanied to the conference by one (1) representative of the Association. The Board shall notify the teacher of its decision within three (3) working days after such conference.

K. MISCELLANEOUS PROVISIONS APPLICABLE TO TEACHERS ONLY

1. A study committee will be formed composed of three (3) appointees of the Superintendent and three (3) appointees of the Association elected by the Technical Institute faculty, in order to identify and analyze problems as to compensation format and work load of unit members at the Technical Institute.
2. As professional people, teachers, in the best interests of the school system and the children whom they serve, may wish to

perform beyond the minimal requirements of their employment agreement. The Association agrees to encourage such voluntary performance and not to interfere with or discourage such performance by any teacher or group of teachers.

3. The Board agrees to provide an amount not to exceed \$151.33 for the purchase of uniforms and work shoes for shop/lab and related and lab coat for science teachers. In the event a teacher accepts the payment for uniforms hereunder, the teacher must wear the uniform to school each day.
4. Teachers will be given five calendar days following the end of the marking period to complete quarterly grades and provide the same to the designated supervising personnel.
5. No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Teachers and supervising personnel will not exhibit professionally unacceptable behavior on the school premises or at school functions. Any such actions asserted by the Board, or any agent or representative thereof, or the Association, or any agent, representative or member thereof, shall be subject to the grievance procedure herein set forth.
6. Copies of letters of commendation given to teachers at the end of a quarter will also be filed in each recipient's permanent file in the Superintendent's office with a copy to the teacher.

**ARTICLE XIII - ITEMS SPECIFIC TO SECRETARIES,
MAINTENANCE EMPLOYEES, SECURITY EMPLOYEES,
SPECIALISTS AND INSTRUCTIONAL AIDES (ALL
RECOGNIZED EMPLOYEES NOT DEFINED HEREIN AS
"TEACHERS")**

A. Sick Leave

1. Definition of Sick Leave

Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

2. Sick Leave Allowable

A new employee earns one sick day at the end of each full month of service during the remainder of his or her first school year. At the beginning of each subsequent school year, a 12-month employee will be credited with 15 sick days; an 11-month employee with 13½ sick days; and a 10-month employee with 12 sick days. Sick days shall not be allowed the first school day before a school holiday or the first school day after a school holiday, unless a doctor's note is provided.

3. Accumulated Sick Leave

If an employee requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years. Employees shall be given a written accounting of accumulated sick leave days no later than September 30 of each year.

4. Prolonged Absence Beyond Sick Leave Period

If an employee uses accumulated sick leave, he may, at the Board's discretion, receive the difference between his pay and that of a substitute, for a period of 60 school days, or until the end of the school year, whichever comes first. The decision to employ a substitute has no bearing on this salary reduction. For the purpose of this paragraph, the "substitute rate of pay" shall be \$45.00 daily for each year of this Agreement, whether a substitute is hired or not.

5. Physician's Certificate Required for Sick Leave

The Superintendent may, at his discretion, require an employee to furnish a physician's certificate of illness or injury.

6. Disposition of Accumulated Unused Sick Days

a. Upon resignation from the District or death of employee after ten (10) continuous years of service therein, the employee or employee's estate shall receive payment for accumulated, unused sick days on the basis of one day for every two (2) sick days accumulated up to a maximum of sixty (60) days of compensation. Any employee hired after July 1, 1989 shall have each day of compensation paid pursuant hereto limited to Fifty (\$50.00) Dollars per day as a maximum.

b. Upon retirement from the District and active employment after ten (10) continuous years of service therein, the employee shall receive payment for accumulated, unused sick days on the basis of one day for every two sick days accumulated up to a maximum of ninety (90) days of

compensation. Any employee hired after July 1, 1989 shall have each day of compensation paid pursuant hereto limited to Fifty (\$50.00) Dollars per day as a maximum. Retirement from the District shall mean that the employee shall be terminating his or her full-time employment. Monies are payable under this Section to an employee who meets the years of service and/or age requirements to retire under P.E.R.S.

- c. Any employee, covered by this Article XIII, that is removed from his or her position with the Board and not offered another position with the Board due to the elimination of their position will be compensated for all accrued sick days and personal days as per the financial terms of 6a above.
- d. Payment of the above moneys may be made over a three (3) year period if the Board and the employee mutually agree to that plan.

B. Vacation

- 1. Twelve (12) month employees are eligible for paid vacation benefits as set forth below.
- 2. A newly-hired employee must complete at least six (6) months of service before being eligible for vacation. During the first school year in which an employee is hired, the employee will earn one (1) vacation day for each full month of employment.
- 3. After completion of the school year (ending June 30th) in which an employee is hired, he/she will receive vacation based upon the number of years of continuous service in the District as of July 1st as follows, but in no event shall an employee be eligible for vacation prior to completing six months of service and in no event shall an employee be entitled to take a number of vacation days in excess of the number of full months of employment the employee has completed in the District:

<u>Number of Complete Years of Continuous Service</u>	<u>Number of Vacation Days</u>
2 years or less	12 per year
3 to 7 years	14 per year
8 to 15 years	17 per year
16 to 25 years	22 per year
over 25 years	27 per year

4. Eleven (11) month employees will receive the following paid vacation each year and will be eligible for such vacation only upon the completion of eleven (11) months of continuous employment in the District:

<u>Number of Complete Years of Continuous Service</u>	<u>Number of Vacation Days</u>
2 years or less	6 per year
3 to 7 years	7 per year
8 to 15 years	8-1/2 per year
16 to 25 years	11 per year
over 25 years	13-1/2 per year

5. Vacation schedules of all employees must be submitted at least four (4) days in advance to the School Business Administrator and must be approved by same before being effective, the School Business Administrator will notify the employee of his or her approval or disapproval within two (2) days of submission.
6. Upon resignation or retirement from the District, an employee shall receive payment for vacation days not taken up to a maximum of one (1) year's vacation entitlement computed at employee's full per diem.
7.
 - a. When an employee, covered by this Article XIII, retires from the District (meets the years of service and age requirements to retire under PERS), the employee shall be paid one-half of the employee's present year vacation entitlement if an employee retires between July 1st and December 31st of the school year and all of the employee's present year vacation entitlement if the employee retires between January 1st and June 30th of the school year. In the event that the employee has utilized any of the employee's present year vacation entitlement, the used portion of the same will be deducted from the above payment. Retirement from the District shall mean that the employee shall be terminating his or her full time employment.
 - b. Employees shall have the right to carry over one (1) year's vacation entitlement.

C. Miscellaneous Provisions

1. All employees will not exhibit inappropriate behavior on the school grounds or at school functions and shall always conform to all rules, regulations and policies of the Board or the Board representatives.

2. All vacancies or new positions will be posted by notice, at least seven (7) calendar days before closing of application acceptance, in the Technical School Office, High School Office, Central Office, Maintenance/Buildings and Grounds Office and sent to the Association President or his designee. All applicants will be given a fair and equitable review of their credentials.

D. Secretaries' Salaries

1. The base salaries for secretaries employed by the Board as of the date of this contract shall be increased for the school year 2003/04 by 4.6%, plus an additional \$150.00; for the school year 2004/05 by 4.6%; and for the school year 2005/06 by 4.7%.

E. Secretaries' Work Day

1. All secretaries shall work a seven (7) hour day. Each secretary shall be entitled to one (1) unpaid hour off for lunch.
2. The actual hours worked will be set at the discretion of the Superintendent or his designee.
3. Each secretary working a seven (7) hour day shall be entitled to a morning and afternoon break of fifteen (15) minutes each at a time established by the Superintendent.

F. Secretaries' Work Week/Year

1. All secretaries will work a thirty-five (35) hour week, unless special arrangements at a reduced salary are approved by the Superintendent.
2. Any secretary not working a twelve (12) month year will work either eleven (11) entire calendar months or ten (10) entire calendar months, as established by the Superintendent, not necessarily consecutive.

G. Secretaries' Overtime

1. Overtime will be paid at the rate of one and one-half (1½) times a secretary's regular hourly pay rate for all hours over thirty-five (35) worked in a work week. Holidays and vacation days will be included within the said thirty-five (35) hours, but sick and personal days will not.
2. A secretary will be required to work overtime if given twenty-four (24) hours advance notice of the requirement.

H. Secretaries' Paid Holidays

All twelve (12) month secretaries will be entitled to eighteen (18) paid holidays each year. To be eligible to be paid for such holidays, the secretary must work the first school day before the holiday and the first school day after the holiday, unless the secretary obtains a doctor's note or is on vacation or there is a death in the secretary's family or the secretary in on school business. The same will be designated by the Superintendent separately for each year. Any holidays which fall during the period that ten (10) and eleven (11) month secretaries are not working will not be allowed or paid to those secretaries.

I. Maintenance Employees' Salaries

1. The base salaries for maintenance employees employed by the Board as of the date of this contract shall be increased for the school year 2003/04 by 4.6%; for the school year 2004/05 by 4.6% and for the school year 2005/06 by 4.7%.

J. Maintenance Employees' Work Day

1. Maintenance Employees working the 7:30 a.m. to 4:00 p.m. shift shall work an eight and one-half (8½) hour day. Maintenance Employees working the 4:00 p.m. to midnight shift shall work an eight (8) hour day. Maintenance Employees working the 11:00 p.m. to 7:00 a.m. shift shall work an eight (8) hour day. All shifts, except day shift, will have a one-half (½) hour paid lunch or dinner period.
2. The actual hours worked will be set at the discretion of the Director of Buildings and Grounds.
3. Each maintenance employee working an eight (8) hour day shall be entitled to a morning and afternoon break of fifteen (15) minutes each at a time established by the Director of Buildings and Grounds.

K. Maintenance Employees' Work Week/Year

1. All maintenance employees will work a forty (40) hour week, unless special arrangements at a reduced salary are approved by the Superintendent.
2. All maintenance employees will work a twelve (12) month year.
3. For employees hired after July 1, 1997, the Board can require Saturdays to be included in the employee's regular work week with no premium being paid to employee for such work week.

L. Maintenance Employees' Overtime

1. Regular overtime will be paid at the rate of one and one-half (1½) times a maintenance employee's regular hourly pay rate for all hours over forty (40) worked in a work week. The overtime rate for Sundays and the legal holidays recognized by the Somerset County Vocational and Technical Schools shall be two (2) times a maintenance employee's regular hourly pay rate. Holidays and vacation days will be included within the said forty (40) hours, but sick and personal days will not.
2. A maintenance employee will be required to work overtime at the request of the Director of Building and Grounds.
3. Any maintenance employee called in during their normal "off time" will be paid a minimum of 2 hours straight time pay.
4. When school is closed for inclement weather or other emergency, maintenance employees are required to report for work and will be paid for a full day of work even if a full day is not worked. If the maintenance employee works more than a full day, the employee will be paid at the over time rate for the extra hours worked. In the event a maintenance employee does not report for work on an inclement weather or emergency day (when school is closed), the worker will not be paid for that day.

M. Maintenance Employees' Paid Holidays

All twelve (12) month maintenance employees will be entitled to eighteen (18) paid holidays each year. To be eligible to be paid for such holidays, the maintenance employee must work the first school day before the holiday and the first school day after the holiday unless the maintenance employee obtains a doctor's note or is on vacation, or there is a death in the maintenance employees' family or maintenance employee is on school business. The same will be designated by the Superintendent separately for each year. In the event there are maintenance employees working less than twelve (12) months, any holiday which falls during the period that a less-than-twelve (12)-month Maintenance Employee is not working will not be allowed or paid to that maintenance employee.

N. Maintenance Employees and Security Personnel Uniforms

1. Each maintenance employee and security employee will be allotted an annual uniform allowance of up to \$177.33 once he or she has completed ninety (90) days of employment. All uniforms must meet Building and Grounds/Security specifications. All receipts must be presented to the Building and Grounds office prior to reimbursement.

2. All uniforms will be worn only to and from the school and while working at the school.
3. All maintenance employees and security personnel will be reimbursed the sum of Seventy-Five (75.00) Dollars towards the purchase of required safety work shoes upon the presentation to the School Business Administrator of the appropriate receipt.

O. Pay Periods

1. The general provisions as to pay periods shall prevail.
2. The second June check will be released to ten and eleven month employees when the checks are released to the teachers.

P. Summer Hours

All maintenance employees and secretaries will work one-half ($\frac{1}{2}$) hour less for each of the forty-three (43) work days during the summer. The specific days and hours to be determined by the appropriate supervisor.

Q. Black Seal Boiler License/Certified Carbon Monoxide and Combustion Analyst/Technician Type Universal by ARI

1. Each maintenance employee that possesses a valid Black Seal Boiler License will be paid 718.83 annually. The said sum will be paid at the gross rate of \$29.91 per pay period, twenty-four (24) times per year.
2. The Board will pay the one (1) maintenance employee that is a valid Certified Carbon Monoxide and Combustion Analyst \$250.00 annually. The sum will be paid at the gross rate of \$10.42 per pay period, twenty-four (24) times per year.
3. The Board will pay the one (1) maintenance employee that is a valid Technician Type Universal by ARI \$250.00 annually. The sum will be paid at the gross rate of \$10.42 per pay period, twenty-four (24) times per year.

R. Early School Closure

In the event school is dismissed early due to inclement weather or other emergency, the secretarial staff, specialists and instructional aides will be allowed to leave the building fifteen (15) minutes after the students are dismissed.

S. Probation.

1. All newly hired employees, other than teachers, shall be subject to a six (6) month probationary period. The purpose of the probationary period is to enable the Board to evaluate the employee's work performance and conduct in order to determine whether the employee merits permanent employment status. The Board shall have the

right to terminate any employee on probationary status, and such decision to terminate a probationary employee shall not be subject to the grievance procedure or otherwise challenged by the Association.

2. In the event an employee is promoted, he or she will be subject to a thirty (30) day probationary period in the new job. The above outlined procedures will apply except that instead of "termination", the employee will be returned to employee's prior job.

T. Specialist Category and Salary Ranges

<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
\$43,115 - \$70,664	\$45,098-\$73,915	\$47,218-\$77,389

**Positions
Included:**

Associate Director of ETTC
Computer Network Administrator
Employment Follow-up Worker
Financial Aid Officer
Registrar/Admissions Representative
Assistant Computer Network Coordinator
Network Systems Specialist

The base salaries for specialists employed by the Board as of the date of this contract shall be increased for the school year 2003/04 by 4.6%; for the school year 2004/05 by 4.6% and for the school year 2005/06 by 4.7%.

U. Secretary Categories and Salary Ranges

These categories do not represent function, skill or years employed levels.

SECRETARY CATEGORY

	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
CATEGORY 1	\$29,031-\$46,998	\$30,366-\$49,160	\$31,793-\$51,471
Administrative Secretary - High School			
Administrative Secretary - Technical Institute			
Assistant to the Financial Aid Officer			
Bookkeeper/Accountant (general)			
Bookkeeper/Accountant (Accounts Payable)			
CATEGORY II	\$26,068-\$44,169	\$27,267-\$46,201	\$28,549-\$48,372
Clerk Typist Technical Institute			
Communication Asst.			
Data Processing Specialist			
Receptionist			
Recruiter/Attendance			
Secretary-Guidance			
Secretary-High School (2)			
Secretary-Library			
Secretary-School Based			
Secretary-Special Needs			
Secretary-Technical Institute (3)			
CATEGORY III	\$14,828	\$15,510	\$16,239
Clerk - 10 months			

V. Maintenance Employee's Categories and Salary Ranges

MAINTENANCE CATEGORIES

	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
CATEGORY I	\$30,563-\$41,000	\$31,969-\$43,000	\$33,472-\$45,000
Lead Utility Worker			
CATEGORY II	\$28,000-\$40,000	\$30,000-\$42,000	\$31,000-\$44,000
Utility Worker (4)			
CATEGORY III	\$25,000-\$31,000	\$26,000-\$33,000	\$27,000-\$34,000
Bus Driver			
Driver/Clerk			
Security Guard (3)			

W. INSTRUCTIONAL AIDES AND SALARY RANGES

INSTRUCTIONAL AIDES CATEGORY

	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
Instructional Aides	\$24,519-\$25,550	\$25,647-\$26,725	\$26,853-\$27,981

The base salaries for instructional aides employed by the Board as of the date of this contract shall be increased for the school year 2003/04 by 4.6%; for the school year 2004/05 by 4.6% and for the school year 2005/06 and 4.7%.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Agreement to be signed by their respective Presidents, attested and sealed by their respective Secretaries, all on the day and year first above written.

SOMERSET COUNTY
VOCATIONAL & TECHNICAL
EDUCATION ASSOCIATION

THE BOARD OF EDUCATION OF THE
SOMERSET COUNTY VOCATIONAL
SCHOOLS

BY: _____
President

BY: _____
Moncrieff I. Fisher, President

ATTEST:

Secretary

Diane B. Strober Board Secretary,
Business Administrator

ADDENDUM - A

WORKLOAD GUIDELINES - TECHNICAL INSTITUTE

T.I. WORKLOAD COMMITTEE

May 24, 1995
(Affirmed June 2003)

I. Ten Month Faculty

A. Perspective

The Technical Institute ("T.I" hereinafter) Workload Committee is authorized under Article XII.L.1 of the current Agreement Between the Board of Education of the Somerset County Vocational and Technical Schools and the Somerset County Vocational and Technical Education Association for the School Years 2003/04, 2004/05 and 2005/06 ("Agreement" hereinafter). The purpose of the Workload Committee is to develop and present a workload structure for the T.I. Faculty to the Association and the School Board. Such a workload structure will become binding on the Association and the Board upon ratification by both parties in their contract negotiations.

The Workload Committee has arrived at a consensus position as concerns the ten (10) month T.I. employees. The workload recommendations set forth herein will be in effect for the 2003/04, 2004/05 and 2005/06 school years. The approved workload guidelines are not subject to further formal negotiations. The approved workload guidelines are binding on both parties and will remain outside the formal articles of the Agreement and be incorporated therein by reference.

B. Typical Workload

1. The typical workload of a T.I. Faculty member will consist of five (5) consecutive days from Monday through Friday or Tuesday through Saturday at the designation of the Administration. Those Faculty members working a Saturday workweek will have one (1) less instructional hour for a total of twenty-four (24) instructional hours per week.

2. The typical workday of a T.I. Faculty member will be seven (7) consecutive hours between the hours of 8 AM to 10:30 PM.

3. The typical class hour workday and week will be structured as follows:

a. The day will consist of six (6) workload hours and one (1) lunch hour.

b. The total workload week will consist of thirty-three (33) hours as distributed below.

<u>LAB</u>		<u>RELATED</u>
25	Instruction Hours (yearly average)	21
1	Office Hour	3
4	Preparation Hours	6
3	Administrative Assignment Hours	3

The following definitions apply to the four (4) types of workload hours:

Instruction Hours - Those hours scheduled with a student in classroom or lab areas.

Office Hours - Those hours when T.I. Faculty will be present in the assigned office for student interaction at a time and place published for student information, help and like matters. T.I. Faculty will be present whether student appointments are made or not so that students can "drop in" and talk.

Preparation Hours - Those hours when a T.I. Faculty member prepares the instructional materials, corrects reports and exams, etc., in preparation for instructional hours.

Administrative Assignment Hours - Those hours when a T.I. Faculty member will perform assigned duties or tasks, as determined by the Technical Institute Administration, as necessary to best serve the needs and interests of the students, the community, and the Technical Institute.

These Administrative Assignment Hours will consist of a minimum total of 96 (ninety-six) hours during the academic year.

Administrative Assignment Hours may include, and not be limited to:

- Job placement and referral assistance for students.
- Career guidance and counseling.
- Additional teaching load.

- Attending professional meetings to stay abreast of current technology
- Conducting advisory committee meetings.
- Maintenance of computers, hardware and software, and other equipment, before, during and at the end of each semester.
- Tutoring students.
- Preparation and coordination for night school instructors.
- Recruiting activities.
- Providing professional input for school activities, e.g. Capital Construction Committee.
- Servicing school vehicles.
- Extra-curricular activities, e.g. student government advisor.
- Service on committees, e.g. Joint Academic Programs Committee, Ethics in Technology Committee, Technology in Education.
- Artwork; certificates of appreciation, signs, brochures.
- Housekeeping: move furniture, computers, etc., maintenance of labs, clean up.
- Review new texts, videos, software.
- Learn new software.
- Industry contacts.
- Contact with past and current student employers.
- Soliciting donations of supplies and equipment.
- Evaluation, research, and requesting quotations for equipment and materials.
 - Set up of relocated classrooms and labs.
 - Coordination of recycling efforts.
 - Assist computer technician during inter-semester "crunch".
- Draft building floor plans for space planning purposes.

- Repair computer monitors.
- Liaison with Raritan Valley Community College Guidance Department, Curriculum Committee, etc.

4. The instructional hours defined as part of the workload week would be a yearly average over both semesters of the year.

a. The lab teacher instruction hour average will be twenty-five (25) hours over two semesters with a maximum of twenty-seven (27) hours in any one semester.

b. The related teacher instruction hour average will be twenty-one (21) hours over two semesters with a maximum of twenty-four (24) hours in any one semester.

5. Faculty at the T.I. can be scheduled for one (1) evening course on one (1) day per week as part of the instruction hours during a given semester. Any evening hours beyond this one (1) course would have to have the consent of the Faculty member involved. The length of the school day that includes this evening course would not exceed ten (10) hours in total length. Likewise, the teaching schedule on the following day will be structured to include a later start if that is reasonably possible. The concerned Faculty member will be involved in the development of such a schedule and his or her concerns will be resolved as reasonably as possible.

6. The maximum number of class/lab preparations for T.I. Faculty members in any single semester will be as follows:

	<u>LAB</u>	<u>RELATED</u>
Semester	6 Preparations	5 Preparations
Yearly	11 Preparations	9 Preparations

"Mini" courses, or those courses which have a duration of less than a full semester are not included in the limitations of this Preparation Schedule. Review of preparation requirements for "mini" courses will be made at the discretion of the Administration with the advice of the Workload Committee which will not be binding on the Administration.

7. Exceptions to the above Typical Workload guidelines may be made with the consent of the Faculty member involved. Exceptions may also be made at the discretion of the Administration in order to provide sufficient hours to maintain full-time faculty positions.

C. Evening and Saturday Workload

1. Any T.I. Faculty member can be assigned to teach an evening and/or Saturday workload. The "Saturday Workweek" will consist

of five (5) consecutive days from Tuesday through Saturday. The "Evening Workweek" will consist of five (5) consecutive days from Monday through Friday.

2. The Saturday hours for T.I. Faculty will consist of a six (6) hour day of five (5) hours workload and one (1) hour for lunch with no more than four (4) hours of instruction between 8:30 AM and 2:30 PM. Saturday classes will begin no earlier than 9:30 AM for Faculty that have worked until 10 PM on Friday evening unless approved by the instructor involved.

D. Miscellaneous

1. The general staffing patterns and the classroom preparation load of the T.I. Faculty will be studied with ensuing recommendations as part of the agenda of the T.I. Workload Committee for the 2003/04, 2004/05 and 2005/06 school years. Changes to the said areas will be made only by the Administration.

2. Faculty members working beyond the days and hours defined herein will be paid according to the provisions of the Agreement for the 2003/04, 2004/05 and 2005/06 school years.

3. Any grievance of a T.I. Faculty member shall first be dealt with as a "Level One" informal grievance as per Article II.C of the Agreement, then it shall be dealt with by the Workload Committee (Article XII. L.1) informally and if unresolved at that level the same shall enter the formal grievance procedure at Level Two (Article II C).

E. Faculty Service Days

The Calendar of non-instructional days (F-Days) will be determined by the Technical Institute Administration along with the advice of the Technical Institute Faculty. The Calendar will include twelve (12) designated F-Days. The final decision will be made by the Administration. The designated days will be determined by the Technical Institute Administration for the purpose of faculty meetings, orientation, open houses, graduation ceremonies, or any other activities as determined by the Administration (see expanded list contained herein).

II. Eleven-Month Employees

1. 222-Total Work Days

5-Vacation days

2. Scheduling of nursing staff to work on evenings or Saturdays shall be with a Semester's notice to the employee.

3. If evenings or Saturdays are scheduled with less than a Semester's notice, such scheduling must be with the approval of the staff person involved.

4. 3 floating "F" days set at the discretion of Administration.
5. All terms of 10 month TI workload guidelines shall apply except as modified specifically herein.

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Revised: 6/24/03

CONTRACT
SOMERSET COUNTY VOCATIONAL AND TECHNICAL SCHOOLS
AND
SOMERSET COUNTY VOCATIONAL AND TECHNICAL
EDUCATION ASSOCIATION

FOR SCHOOL YEARS
2003/04, 2004/05 AND 2005/06

DATED: JUNE 24, 2003

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