

# AGREEMENT

*Between*

BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS IN THE  
COUNTY OF MIDDLESEX, NEW JERSEY

*and*

MIDDLESEX COUNTY VOCATIONAL HIGH SCHOOL  
OFFICE PERSONNEL ASSOCIATION

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July 1, 1995 - June 30, 1998

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**THIS AGREEMENT**, entered into as of this 1st day of July, 1995, by and between the **BOARD OF EDUCATION OF VOCATIONAL SCHOOLS IN THE COUNTY OF MIDDLESEX, NEW JERSEY**, hereinafter called the "Board" and the **MIDDLESEX COUNTY VOCATIONAL TECHNICAL SCHOOLS OFFICE PERSONNEL ASSOCIATION**, hereinafter called the "Association".

## **WITNESSETH**

**WHEREAS**, the Board and the Association each has an obligation, pursuant to *N.J.S.A. 34:13A-1 et seq.* to negotiate with each other in good faith with respect to the terms and conditions of employment; and

**WHEREAS**, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

### **ARTICLE 1**

#### **RECOGNITION OF ASSOCIATION**

- A. The Board hereby recognizes the Association as the majority representative for collective negotiation concerning the terms and conditions of employment for the negotiating unit composed of the following regularly employed positions:

Secretaries, clerk-typists, clerk-recorders, bookkeepers, receptionists, and any other office personnel with the same community of interest employed or to be employed by the Board, but

Excluding Secretary to the Superintendent of Schools, Secretary to the Board Secretary and/or to the Business Administrator, Secretary for Personnel, and any other position(s) whether or not referred to above which are confidential, managerial, or supervisory, and any all personnel not employed in any of the positions referred to above;

- B. Unless otherwise indicated, the terms "employee" or "employees" when used hereinafter in this Agreement, shall refer to all negotiating unit members represented by the Association.

## ARTICLE 2

### RECOGNITION OF BOARD'S RESPONSIBILITIES

- A. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- B. The Board reserves to itself sole jurisdiction and authority over matters of policy, subject only to the limitations imposed by the express language of this Agreement. The Board is responsible for the control and management of the schools in accordance with laws, and rules and regulations of the State Board of Education.

- C. The parties agree to follow the procedures outlined in the Agreement and to use no other channels to resolve any questions or proposal until the procedures within this Agreement are fully exhausted.
- D. The Board retains the right to promulgate and post reasonable rules and regulations governing the conduct and acts of employees not inconsistent with the express terms of this Agreement and/or *N.J.S.A. 34:13A-1 et seq.*
- E. The Board of Education, subject only to the legally enforceable express terms 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.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board are the rights to executive management and administrative control of the school system and its properties and facilities and employees; to adopt or modify and to post rules and regulations governing working conditions; to hire, assign, promote, transfer and retain employees covered by this Agreement, or 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 methods and means of instruction and the duties, responsibilities and assignments of employees with respect thereto, including the determination of work load, and with respect to administrative and non-teaching duties, and the terms and conditions of employment generally; to create, abolish, fill or fail to fill any position to maintain the thoroughness

and efficiency of the School District operations entrusted to it; to introduce new or improved methods and facilities; to contract out such goods and services as it deems proper; and to take whatever other actions may be necessary to accomplish the mission of the School District in any situation, subject only to the legally enforceable provisions of this Agreement.

### **ARTICLE 3**

#### **NEGOTIATIONS**

- 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.*, by February 1 prior to the expiration of this Agreement, in good-faith effort to reach agreement on all matters concerning the terms and conditions of unit members' employment.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board will make available to the Association, upon request, data in the public domain needed for the accomplishment of the Association's negotiating obligations. It is understood and agreed that the negotiation committees cannot bind their respective principals and that any tentative agreement reached by committee must be ratified by the full Board and the Association.
- C. This Agreement shall not be modified except by an instrument in writing, duly executed by both parties.

- D. If any provision of this Agreement is declared invalid by any Court or by the Public Employment Relations Commission, the remainder of the contract shall remain in full force and effect.
- E. 1. 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 shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
2. The Board agrees that any changes in terms and conditions of employment during the term of this Agreement will be the subject of negotiations with the majority representative before implementation by the Board.

#### **ARTICLE 4**

#### **GRIEVANCE PROCEDURE**

##### **A. Definitions:**

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

to any matter: (a) which is a complaint of a non-tenure employee arising by reason of his or her not being re-employed; or (b) which is a complaint by any employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is not required.

2. An "aggrieved person" or the "grievant" is the person or persons or the Association making the claim.
3. A "party in interest" is the person or persons making the claim and any person including the Association or the Board and its representatives, who might be required to take action or against whom action might be taken in order to resolve the claim.

**B. Purpose:**

1. This procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.
2. Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
3. Since it is important that grievances be processed promptly, the number of days permitted for responses or appeals to the next level shall not be considered as merely



procedural, but shall be deemed of the essence. Any grievance shall be considered settled on the basis of the last answer of the Board or its representative if not appealed to the next step within the time limits set forth herein. If no response is given by the representative of the Board within the time specified, the grievance may thereupon be moved by the grievant to the next level. The time limits may be extended by written agreement between the parties.

**C. Procedure:**

**1. Level One:**

- (a) An employee with a grievance shall first discuss it with his or her principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
- (b) A formal grievance under Level One must be initiated within twenty (20) working days after the occurrence of the facts of the grievance, or the grievance shall be deemed to be settled and the right to further processing under this procedure shall be waived.
- (c) The formal grievance under Level One must be initiated by delivering to the principal or immediate supervisor a written account of the grievance containing at least the following:
  - (1) Statement of the facts constituting the grievance.

- (2) The Articles and Sections of the Agreement or Board Policies which are claimed to have been violated, misinterpreted or misapplied, and reference to the administrative decisions which are involved in the grievance.
- (3) The remedy sought.

2. Level Two:

- (a) If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One; or, if no decision has been rendered within five (5) working days after presentation of the grievance, he or she may file the grievance in writing with the Association's designated representative. Within five (5) working days after receiving the written grievance the Association's designated representative may refer it to the Superintendent of Schools.
- (b) The submission to the Superintendent shall contain a written statement setting forth:
  - (1) The nature of the grievance.
  - (2) The nature and extent of the loss, injury or inconvenience, and the remedy requested.
  - (3) The results of previous discussions.
  - (4) The stated dissatisfaction with the decision previously rendered.
  - (5) Documents and information relevant to the grievance, including the written grievance and documentation filed at Level One.

3. Level Three:

(a) If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been rendered by the Superintendent or his designee within ten (10) working days after the grievance was delivered to the Superintendent, the aggrieved person may, within five (5) working days after a decision by the Superintendent or his designee or fifteen (15) working days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association's designated representative submit the grievance to the Board of Education.

The request shall be submitted in writing through the Superintendent, who shall attach all related correspondence and forward the request to the Board.

(b) Within a reasonable length of time but not later than the date of the next regular meeting of the Board, the designated representatives of the Board and the Association shall attempt to reach a mutually acceptable settlement. If a mutually acceptable settlement of the grievance is not reached, the Board or its designated representative will, within ten (10) working days of the meeting, advise the grievant and the Association, in writing, of the Board's disposition of the grievance.

(c) A claim shall only be processed beyond Level Three if such a claim does pertain exclusively to the interpretation, application, or violation of this Agreement.

4. Level Four:

- (a) If the grievance is not resolved to the satisfaction of the aggrieved party, and the Grievance Committee of the Association feels the grievance has merit, and if the grievance pertains exclusively to alleged misinterpretation, inequitable application or violation of any of the provisions of this Agreement, the grievance may be submitted to the Public Employment Relations Commission for arbitration by a written notice to the Board within ten (10) working days following receipt of the Board's written disposition of the grievance.
- (b) The decision of the arbitrator shall be in writing and shall set forth his or her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law, or which is violative of the terms of this Agreement. The arbitrator shall have no power or authority to add to nor to subtract from or to modify any of the terms of the Agreement, nor shall he or she in any case have the power to rule on any issue or dispute which is not an arbitrable grievance by law or as defined in this Article, or which is excepted from this grievance procedure or arbitrator's review by law or by any other provision of this Agreement, or any decision provided by this Agreement to be made in the discretion of the Superintendent or the Board. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

- (c) The costs for the services of the arbitrator, including per diem expenses, if any, and the actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association.
  - (d) All employees, including the grievant, shall fulfill all obligations of employment during the processing of the grievance at all levels.
  - (e) Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.
5. The disposition of any grievance at any step of the procedure by agreement between the Association and the Board shall be final and binding upon the grievant or other persons who are involved or affected thereby. Any interpretation of the Agreement agreed upon by the Board and the Association in writing shall be final and binding upon all those covered by this Agreement and the Board of Education.
6. Any aggrieved person may be represented at all stages of the grievance procedure by himself or herself, or at his or her option, by representative(s) selected or approved by the Association. When employees are not represented by the Association, the Association shall have the right to be present and to present its views at appropriate stages of the grievance procedure.
- D. 1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the

Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

2. All meetings and hearings under this procedure shall not be conducted in public, subject to the applicability of the Open Public Meetings Act, *N.J.S.A. 10:4-6 et seq.*, and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

- E. The Board may, at its election, institute a grievance against the Association for claimed misinterpretation, misapplication or violation of this Agreement by the Association or its representatives. Prior to obtaining the services of an arbitrator, the Board shall notify the Association in writing of its intention so to do, with reasons. The parties shall meet within ten (10) working days after the date of such notice in order to attempt to resolve the matter. If the grievance is not resolved within ten (10) working days after the first such meeting, the Board may then proceed to obtain the services of an arbitrator by following the applicable procedures of Level Four.

## **ARTICLE 5**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

- A. 1. Representatives of the Association shall have the privilege to transact official Association business or hold meetings on school property at all reasonable times with

the prior written approval of the school principal or Superintendent, provided that such activities shall not interfere with or interrupt normal school operations.

2. For those meetings which are scheduled for the employees located in two or more school buildings, the request for use of the building shall be made in a writing to the Superintendent and signed by the Association President, but may be made by telephone if an emergency exists.
- B. The Association shall have the privilege of using school facilities and office equipment such as typewriter, duplicating equipment, calculators, and visual aid equipment at reasonable times when such equipment is not otherwise in use, with the prior written approval of the school principal or Superintendent. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. The use of school facilities and equipment shall not interfere with the regularly assigned duties of any employee, or with the educational or business operations of the school district.
- C. Any equipment necessary for the storage of records or exclusive use of the Association shall be paid for by the Association and may be kept on school property, provided its location and nature does not interfere with normal school operations, and prior written approval of the school principal or Superintendent is received. The Association hereby defends, saves and holds the Board harmless from and against any responsibility and liability for loss, damage or destroyed equipment or records.
- D. One copy of Board meeting minutes shall be sent to the Association president.

## ARTICLE 6

### EMPLOYEE RIGHTS

#### **A. Employee Files**

1. An employee will be advised of all written or oral complaints that are reduced to writing and placed in his or her personnel folder. In such cases, the employee shall initial the complaint and shall have the right to submit a written answer which shall be placed in his or her personnel folder. Upon request, an employee shall receive a copy of any materials placed in her or his file.

#### **B. Required Appearances**

1. Whenever any employee has been called to appear before the Superintendent or his designee, or before the Board or its designee, under circumstances which justify a reasonable basis for belief by the employee that the appearance may result in his or her discipline, the employee shall be entitled to have a representative of the Association present at such appearance.



**ARTICLE 7**

**MEMBER EMPLOYMENT**

**A. Guide Placement on Initial Employment**

1. New employees shall be placed on the salary guide at such step and in such classification as may be determined by the Superintendent and the Board acting in their sole discretion.

**B. Work Year**

1. Employment on a twelve (12) month basis shall start on July 1 of each calendar year and continue through June 30 of the succeeding calendar year.

**C. Vacations**

1. Employees shall receive vacation with pay based on years of service in accordance with the following vacation table:

<b>Years of Service</b>	<b>Vacation Period</b>
Less than one (1) year of service	One (1) working day for each full month of service, up to ten (10) vacation days
One (1) but less than five (5) years of service	Ten (10) working days
Five (5) but less than ten (10) years of service	Fifteen (15) working days
Ten (10) years of service	Twenty (20) working days

2. The scheduling of vacations shall be consistent with school and district needs. Vacation periods will continue to be selected according to applicable seniority of employees.

except that vacation picks for the winter or spring recess periods, if permitted, will be rotated, on an annual basis, to the extent practicable. All requests for and the scheduling of vacations must be approved by the Superintendent. Seniority is defined as the length of employment by the Board of Education, with the employee of longest duration of service having the greatest seniority.

3. The vacation service period shall be computed from the date an employee commences service, calculated from July 1st.
4. If the employment of an employee eligible for a vacation is terminated for any reason whatsoever, the employee shall receive a pro-rated vacation or equivalent pay.
5. All earned vacation days must be taken during the current school year (July 1 through June 30).
6. Vacation may be scheduled during the winter or spring recess periods, if practicable.
7. Vacation days shall not be taken on any day contiguous with a holiday nor shall use of such days extend any vacation period, without the prior written approval of the Superintendent, which approval will be given, if at all, only after the Superintendent has determined, in his sole discretion, that good cause has been shown therefor.
8. A minimum of one-half of vacation time must be taken during July and August.

#### **D. Holidays**

1. Employees shall receive the following paid holidays provided that the district's schools are closed on that day and the designated holiday is not a day on which the students are scheduled or required to be in attendance:

July 4  
Labor Day  
Columbus Day  
General Election Day  
Veterans' Day  
Thanksgiving Day  
Christmas Day

New Year's Day  
Martin Luther King's Birthday  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day

2. The granting of other holidays, whether whole days or partial days, is vested in the sole discretion of the Superintendent and the Board.
3. Holidays named in this section which fall on Saturday will be considered, for payroll purposes only, to be observed on the previous Friday. Holidays covered by this section which fall on Sunday will be considered, for payroll and holiday purposes, to be observed on the following Monday.

#### **Work Day**

1. The normal, but not guaranteed, hours of work shall be thirty-five (35) hours per week, Monday through Friday, exclusive of a one (1) hour daily lunch period.
2. During the months of July and August, the normal, but not guaranteed, hours of work shall be thirty (30) hours per week, Monday through Friday, exclusive of a one (1) hour daily lunch period.
3. Each employee shall be entitled to take two (2) fifteen (15) minute coffee breaks per workday, at times approved by the employee's supervisor.

#### **E. Overtime**

1. Employees shall be paid at a rate of one and a half (1½) times their regular hourly rate for assigned hours worked beyond thirty-five (35) in any work week.

2. Employees who are required to work on a holiday when school is not in session shall be paid at a rate of one and a half (1½) times their regular hourly rate for the actual time worked, in addition to receiving their scheduled holiday pay.

**F. Vacancy Announcements/Posting/Transfers**

1. Notice of vacancies will be posted on one staff bulletin board in each building. The timing of postings will be determined by the fact situation at the time the vacancy is to be filled.
2. Should they apply, in-district candidates will be interviewed for vacancies prior to filling of the position, and shall be given at least twenty-four (24) hours prior notice of the interview.
3. The Board will advise any employee in writing if the employee is to be transferred to another position, as soon as shall be practicable. The failure of the Board to give such notification shall not constitute a violation of the contract if the failure is due to an emergency situation, such as incapacity or death of an employee, or from changes in circumstances unknown to the Board at the time that notice should have been given, which subsequently made the change imperative.

**G. Notification of Employment Status**

1. Employees shall be notified of their next year's employment status by June 15, to the extent known at that time.

## ARTICLE 8

### LEAVES OF ABSENCE

#### **A. General Provisions**

As of the beginning of the current school year, the following provisions shall be and hereby are adopted as the underlying principles governing the leaves of absence of the full-time employees.

1. For the protection of the employee and for proper payroll accounting and audit procedure every absence must be accounted for in writing and reported to the Superintendent.
2. (a) Written requests for absences other than personal illness are to be provided at least one (1) day prior to the day of the anticipated absence. In an emergency, the request must be made to the principal or supervisor by telephone or other means of communication.  
  
(b) A report of the absence will be forwarded to the Superintendent in writing with the principal's or supervisor's recommendation.  
  
(c) The Superintendent shall approve or disapprove the request and notify the employee of his decision through the principal or supervisor.

#### **B. Sick Leave**

1. All twelve (12) month employees shall be entitled to twelve (12) sick leave days per year. If an employee's contract begins after the start of the normal work year,

sick leave shall be prorated at one (1) day per month. Unused sick leave days shall accumulate without limit.

2. The Board may require proof of illness at any time, and, at its sole option and expense, require verification of the illness through medical examinations by physician of its choice.
3. Upon returning to work following a sick leave, the employee shall complete an absence request form stating the nature of his or her illness or injury and shall submit it to his or her immediate supervisor.
4. Sick leave time may not be used for any purpose other than personal illness or medical examination.
5. Where an employee can anticipate the occurrence of a specific future disabling event, such as surgery or pregnancy, he or she shall notify the Superintendent as soon as he or she is aware of the pending condition. The employee shall specify in writing his or her best estimate of the dates of commencement and termination of disability. At the time of notification, the employee shall submit a physician's certificate attesting to the disabling condition and specifying the physician's best estimate of the dates of commencement and termination of the disability.
6. Requests for sick leave relating to an anticipated disability shall include dates of onset and return from such leave.

7. The employee who anticipates and notifies the Superintendent of a specific disabling event shall become entitled to applicable sick leave benefits. The Board may require certification of such disability.
8. The Board may require that an employee anticipating a disabling event be placed on sick leave if the employee's physical condition adversely affects the performance of assigned duties, or the continued performance of those duties impairs the employee's health. Such incapacity must be established by agreement of the Board's physician and the employee's physician that the employee cannot continue working. However, if there is a difference of medical opinion between the Board's physician and the employee's physician, a third impartial physician shall examine the employee and such impartial physician's medical opinion shall be conclusive and binding on the issue of medical capacity to continue working.
9. Supplemental Retirement Compensation
  - (a) Each employee will receive supplemental retirement compensation, upon retirement from a State administered Pension Fund, following service for the number of years required by such pension fund to qualify for retirement benefits. The supplemental retirement compensation shall be in the amount of \$40.00 for each accumulated sick day credited to the employee as of the date of retirement. Written notification of such retirement must be provided by December 1 of the preceding year of retirement to receive this payment upon retirement. If such

notice is not provided by December 1 of the preceding year, the Board may postpone payment to the following year.

(b) The benefit provided for in Paragraph 4 (a) shall be paid to the estate of any employee who dies while employed in the District, in the amount to which the employee would have been entitled at the time of his or her death, provided that the employee must have had a minimum of five (5) years of service in the district. Such payment will be made within a reasonable period following the furnishing of appropriate proof of death to the Board.

**C. Excused Absence Not Due to Personal Illness or Injury:**

1. Death in the Immediate Family. In case of a death in the immediate family, the employee shall be entitled to a maximum of four (4) consecutive paid days absence without loss of pay, provided that no more than two (2) unpaid days intervene, and provided that one of these four days includes the day of the death or day of the funeral. The immediate family is defined as spouse, parents, brother, sister, child, grandparents, grandchild, mother-in-law, father-in-law, or any member of the family living in the same house.

2. Court or Military Orders

(a) There shall be no loss of pay due to absence caused by compliance with a court subpoena for business directly related to school activities or jury duty 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.

(b) Where persons exercising the benefits provided them in this section receive pay for services performed on jury duty or to comply with a subpoena for business directly related to school activities or mandatory military directive, they will receive their regular pay for such absence less the payment (exclusive of expenses) received for such services from the court or governmental agency.

3. School Business:

(a) There shall be no deduction of salary for absence on official school business or as a result of official school business which has been assigned and/or approved by the Superintendent.

4. Personal Leave

(a) Three (3) personal days without stated reasons will be granted per year. At least one (1) day's notice must be provided to the proper supervisor, except in the case of a genuine emergency.

(b) It is intended that these days be available as a reserve for genuine emergencies.

(c) Personal days shall not be taken on any day contiguous with a holiday nor shall use of such days extend any vacation period, without the prior written approval of the Superintendent, which approval will be given, if at all, in the

Superintendent's sole discretion only after he is satisfied that good cause has been shown.

(d) Unused personal days shall be converted to accumulated sick leave days, and treated as such.

**5. Maternity Leave:**

**(a) Definition:**

The term "maternity leave" does not refer to involuntary absence from assigned duties solely during the period of pregnancy-related disabilities. Such an absence is governed by Article 8 B of this Agreement.

The term "maternity leave" refers to a voluntary absence from active employment either:

(1) commencing while the pregnant employee is physically able to effectively perform her duties and continuing through the period of a pregnancy-related disability; or

(2) commencing after the end of a pregnancy-related disability for the purpose of child care.

(b) If the anticipated disabling event referred to in Article 8 B is childbirth, the employee may use any sick leave benefits to which she is entitled, in accordance with the provisions of Article 8 B of this Agreement.

(c) Maternity Leave Procedures:

Maternity Leave without pay shall be granted by the Board of Education in accordance with the following procedure:

(1) All initial applications for, and applications for extensions of reductions of, maternity leave shall be made in writing to the Superintendent. Such written request shall specify the date when the employee wishes her leave to commence and to terminate. The maternity leave for the contract year in which the birth occurs shall commence immediately upon the termination of the disability leave taken for the birth of the child, and the maternity leave for that contract year shall not terminate sooner than the June 30 following the commencement of the maternity leave.

(2) Maternity leave of absence for non-tenured employees shall be granted on the same terms as for tenured employees except that such leave shall not extend beyond the end of her contract year.

(3) An employee shall notify the Superintendent in writing as soon as her pregnancy has been medically confirmed but not later than sixty (60) days prior to the leave commencement date. The employee may apply for maternity leave by furnishing the Superintendent with a certificate from her doctor stating the expected date of delivery. She will be permitted to work as long as her physician certifies in writing to the Superintendent that she is able to continue working. The leave of absence shall end not later than two (2) years from the July following the

granting of the leave. The employee shall return to her job at the beginning of a contract year.

(4) Accumulated sick leave days credited to the employee at the commencement of her maternity leave shall be retained until that employee returns to active service in the district at the conclusion of her leave. The employee's salary status at time of return shall be the same as it was at commencement of the maternity leave, unless the employee shall have completed six (6) months plus one (1) day of service in the year said leave commenced, in which event she shall receive credit of a full year's service for advancement on the guide.

(5) Health care benefits will continue to be paid by the Board during the maternity leave for the balance of the year in which the leave commences (if the initial leave is for less than a full year) and thereafter for up to an additional full year's leave period. If the leave commences on July 1, the Board will pay health care benefits only for the initial year of leave. The Board may require the employee to be examined by a physician designated by the Superintendent.

(6) Following the granting of such leave, the employee may request a reduction of maternity leave. Such request shall be in writing to the Superintendent. The Board may deny or grant such proposed reduction in its absolute discretion. The Board may require the employee to produce a certificate from her physician stating that she is physically able to work effectively at her assigned duties.

(7) An employee who is on maternity leave shall notify the Board in writing, on or before April 15th of the school year preceding the school year in which she is scheduled to return to active employment, of her intention to return to active employment. Failure to do so will be deemed a resignation from the District. The Board will notify the employee by certified mail no later than the February 15th immediately prior to the referred to April 15th that the leave is about to expire. The failure of the Board to give such notification by the date specified shall not relieve the employee of her obligation to give the Board timely prior notice of her intention to return to active employment upon request by the administration for her to do so.

(8) Time spent on maternity leave of absence shall not count towards salary guide placement experience, seniority, sick leave accumulation, etc.

(9) Adoption leave without pay shall be granted by the Board pursuant to the applicable provisions of the Maternity Leave procedure described above, subject to the following additional conditions and requirements:

a) If the child adopted is of school age and at the time of adoption will or could attend kindergarten to second grade, the adoption leave shall be for up to one (1) year's duration only.

b) If the child adopted is of school age and at the time of adoption will or could attend a grade higher than the second grade, the employee is not

eligible for adoption leave and no adoption leave will be granted under this provision.

6. Other Leaves of Absence:

Requests for leaves of absence other than covered heretofore in Article 8 must be made in writing to the Board of Education through the Superintendent. Such leaves may or may not be granted. The duration and conditions of the leave, if granted, shall be matters of special action by the Board.

**ARTICLE 9**

**EVALUATION**

- A. All non-tenured employees will be evaluated annually, a minimum of three (3) times, by their immediate supervisor.
- B. All tenured employees will be evaluated at least once a year by their immediate supervisor.
- C. Observation and evaluation reports shall be reviewed and signed by the employee, who may attach written comments responding to the report at the time of such review. The employee shall also enter the date on which the signature is affixed. The signing by the employee signifies that the employee has seen and read the report, but does not by itself necessarily indicate agreement or lack of agreement with the contents of the report.

## ARTICLE 10

### EDUCATIONAL ASSISTANCE

- A. The Board shall reimburse employees for part of the cost of professional improvement under the following conditions:
1. The Board will pay 75% of tuition costs up to a maximum of \$250 per employee for approved courses taken during the school year.
  2. To qualify for reimbursement the employee must obtain written advance approval from the Superintendent for the courses for which reimbursement is sought.
  3. Reimbursement will be made by voucher at the close of the school year after tuition receipts and college transcripts are submitted to the Superintendent showing credits and grades earned. Credits with grades below the "B" level will not be honored for reimbursement.

## ARTICLE 11

### REIMBURSEMENT

- A. 1. Employees who drive their own automobiles on official school business approved by the Superintendent shall be reimbursed, at the mileage rate established by the Board for all its employees, for travel over the shortest practical route.
2. Requests for mileage payment must be made on Board of Education vouchers submitted to the school principal or immediate supervisor.

3. Other reasonable expenses incidental to approved school business travel such as tolls, meals, and lodging are to be enumerated, with receipts, on the mileage voucher.
- B. The Board will reimburse employees for personal property, such as clothing and wearable items (eyeglasses, wristwatches, pens, etc.) which is damaged as a result of an assault on the employee provided:
1. The employee files for reimbursement from his or her insurance carrier, if he or she has such coverage. Any such reimbursement will be deducted from the Board's reimbursement.
  2. The loss must have occurred at school or in the performance of school business.
  3. The assault must not have been the fault of the employee.
  4. The employee must file a signed report of the incident with the principal or immediate supervisor and the Superintendent within ten (10) days of the occurrence.

## **ARTICLE 12**

### **FRINGE BENEFITS**

- A. The Board shall provide the same health care protection for the employees and their families that is agreed upon in then current District agreements with the Middlesex County Vocational Education Association.



- B. Provisions of the health care insurance program shall be detailed in master policies and contracts carried by the Board.
- C. The Board may substitute other insurance carriers so long as the applicable insurance coverages are equal to those then being provided, or in order to bring the insurance carriers and coverages into compliance with Paragraph A. above.
- D. The Board agrees to consult with the Association before making any major changes in health insurance benefits or coverages during the term of this Agreement.

### **ARTICLE 13**

#### **REPRESENTATION FEE**

- A. Any employee who is not a member of the Association shall pay a representation fee in lieu of dues for services rendered by the Association. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law. The Association represents and agrees that membership in the Association is available to all employees on an equal basis and the Association has established and maintains a demand and return system which complies with the requirements of law. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable in the District to salary deductions. The Association agrees to indemnify and save the Board harmless from any damages which may be incurred by the Board as the result of claims made by any employee relating to this Paragraph and any payroll deductions made hereunder, provided

that the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Paragraph.

#### ARTICLE 14

#### SALARY GUIDES

- A. The salary schedules for all employees covered in this Agreement are set forth in the Appendix, which is attached hereto and made a part hereof.
- B. Passing from one salary step to the next higher step, in the absence of an increment withholding or as provided hereafter, shall take place on July 1 for twelve (12) month employees. Notwithstanding the foregoing, should this Agreement's term expire before a Successor Agreement has been executed, it is expressly understood and agreed that increments shall neither be due nor payable until such Successor Agreement has been executed, and that each employee shall remain on the same step which he or she was on as of June 30 of the last year of the term of the Agreement.
- C.
  - 1. An employee with 15 or more years of accumulated service in this school system as of July 1 of a school year shall receive an additional \$500 service increment.
  - 2. An employee with 20 or more years of accumulated service in this school system as of July 1 of a school year shall receive an additional \$500 service increment in addition to the amount received pursuant to paragraph 1 of this section, for a total service increment of \$1,000.

3. An employee with 25 or more years of accumulated service in this school system as of July 1 of a school year shall receive an additional \$500 increment in addition to the amount received pursuant to paragraphs 1 and 2 of this section, for a total service increment of \$1,500.
  4. An employee with 30 or more years of accumulated service in this school system as of July 1 of a school year shall receive an additional \$500 increment in addition to the amount received pursuant to paragraphs 1, 2 and 3 of this section for a total service increment of \$2,000.
- D. Employees shall be paid twice monthly, as established by the annual payroll schedule. Employees on a twelve (12) month contract shall be paid in twenty-four (24) equal semi-monthly installments.
- E. Commencing September 1, 1995, Employees may individually elect to have a percentage of their bi-monthly contract salary (in \$10.00 increments) deducted from their pay. Such deductions shall be deposited by the Board with the Middlesex County Teachers Credit Union in one lump sum check for each pay period. The Credit Union shall have the sole responsibility for allocating the funds to the respective employees' accounts and for disbursing the same to the employees. Employees desiring to participate shall so notify the Board before September 1, during the designated open enrollment period, and shall at that time specify the amount of the desired percentage deduction. Employees may make one change per contract year in the amount deducted, with the change becoming effective within three (3) months of receipt by the Board of the employee's written request for such

change. The Association and all employees electing to have such deductions made shall save the Board harmless for any losses incurred respecting such deposited funds following the transmission of such funds by the Board.

#### **ARTICLE 15**

##### **MISCELLANEOUS PROVISIONS**

- A. Before the Board makes a final decision as to the reduction of personnel covered by this Agreement, the Board will provide an opportunity for the Association to present relevant information on the subject to the Board or a designated representative.
- B. Copies of this Agreement shall be duplicated at Board expense within a reasonable time after the Agreement is signed and copies made available to each employee presently employed, hereafter employed, or offered employment.

#### **ARTICLE 16**

##### **DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 1995 and shall continue in effect through June 30, 1998.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their  
duly authorized officers as of the 1st day of July, 1995.

**THE MIDDLESEX COUNTY VOCATIONAL  
TECHNICAL SCHOOLS OFFICE  
PERSONNEL ASSOCIATION**

**THE BOARD OF EDUCATION OF THE  
VOCATIONAL SCHOOLS IN THE COUNTY OF  
MIDDLESEX, NEW JERSEY**

By \_\_\_\_\_

By \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX**

**1995-96 SECRETARIAL STAFF SALARY GUIDE**

	A	B	C	D	E
STEP	Clerk-Typist Switchbrd Operator	General Secretary Secy to Guidance Counselors	Secy to School Principal	Bookkeeper Secy to Supervisors Employee Benefits Coord'r Payroll Coordinator Purchasing Coordinator Cash Receipts etc. Coord'r	Secy to Director of Adult Education
1	18,175	18,540	19,170	19,000	21,800
2	18,575	18,895	20,020	19,575	22,830
3	19,040	19,305	20,875	20,550	23,875
4	19,505	19,710	21,730	21,530	24,925
5	19,975	20,515	22,695	22,505	25,975
6	20,445	21,420	23,670	23,580	27,120
7	20,945	22,385	24,655	24,610	28,270
8	21,865	23,380	25,650	25,540	29,470
9	22,090	24,380	26,675	26,370	30,650
10	22,995	25,435	27,890	27,550	31,845
11	23,940	26,575	29,100	28,725	33,070
12	24,905	27,715	30,350	29,905	34,280
13	25,835	28,885	31,830	30,790	36,515
14	27,065	29,160	33,555	32,220	36,765

Steps are not equivalent to years of experience

**APPENDIX**

**1996-97 SECRETARIAL STAFF SALARY GUIDE**

	A	B	C	D	E
<b>STEP</b>	Clerk-Typist Switchbrd Operator	General Secretary Secy to Guidance Counselors	Secy to School Principal	Bookkeeper Secy to Supervisors Employee Benefits Coord'r Payroll Coordinator Purchasing Coordinator Cash Receipts etc. Coord'r	Secy to Director of Adult Education
1	18,600	18,900	19,300	19,050	22,100
2	18,920	19,445	19,770	19,390	22,550
3	19,275	20,015	20,260	19,805	23,010
4	19,725	20,595	21,125	20,795	24,160
5	20,210	21,150	21,990	21,776	25,315
6	20,695	21,705	22,965	22,760	26,485
7	21,270	22,650	23,950	23,745	27,660
8	21,915	23,610	24,940	24,735	28,855
9	22,790	24,570	25,925	25,730	30,070
10	23,550	25,535	26,890	26,785	31,295
11	24,395	26,575	27,915	27,885	32,515
12	25,465	27,645	29,245	29,080	33,765
13	26,495	28,730	31,610	31,530	35,035
14	27,915	30,010	34,430	33,070	37,645

Steps are not equivalent to years of experience

**APPENDIX**

**1997-98 SECRETARIAL STAFF SALARY GUIDE**

	A	B	C	D	E
<b>STEP</b>	Clerk-Typist Switchbrd Operator	General Secretary Secy to Guidance Counselors	Secy to School Principal	Bookkeeper Secy to Supervisors Employee Benefits Coord'r Payroll Coordinator Purchasing Coordinator Cash Receipts etc. Coord'r	Secy to Director of Adult Education
1	19,270	19,610	20,090	19,925	22,740
2	19,630	20,185	20,680	20,275	23,505
3	20,090	20,770	21,205	20,740	24,465
4	20,550	21,360	22,125	21,760	25,530
5	21,040	21,930	23,030	22,785	26,630
6	21,535	22,575	24,025	23,810	27,825
7	22,115	23,550	25,055	24,830	29,040
8	22,765	24,535	26,085	25,940	30,295
9	23,665	25,495	27,240	27,000	31,550
10	24,480	26,535	28,390	28,060	32,795
11	25,335	27,605	29,545	29,170	34,045
12	26,455	28,685	30,665	30,435	35,380
13	27,625	29,765	32,330	32,960	37,645
14	28,615	30,750	35,275	33,885	38,570

Steps are not equivalent to years of experience