

AGREEMENT

Between

WARREN COUNTY VOCATIONAL BOARD OF EDUCATION

And

~~The~~ WARREN TECH EDUCATION ASSOCIATION

Covering the Period

X July 1, 1985 to June 30, 1987

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WARREN COUNTY TECHNICAL SCHOOL

Washington, New JerseyPREAMBLE

This Agreement, entered into July 1, 1985, by and between the Warren County Vocational Board of Education, Washington, New Jersey, hereinafter called the "Board" and the Warren Tech Education Association, hereinafter called the "Association".

ARTICLE IRECOGNITION

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

Classroom Teachers
 Librarian
 Nurse
 Guidance Counsellors
 Custodians and maintenance personnel
 School Building secretaries
 Cook Aide when used as a certified teacher

but excluding:

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

- (a) The term "teacher" when used hereinafter in this Agreement shall refer to all certificated employees represented by the Association in the negotiating unit as defined above.
- (b) Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the

Association in the negotiating unit as above defined, and references to female employees shall include male employees, and vice-versa.

- (c) The term "Board" shall include its officers and members.

ARTICLE II

NEGOTIATION PROCEDURE

Beginning not later than September 30th of the calendar year preceding the calendar year in which this Agreement expires, the Board and the Association agree to negotiate over a successor Agreement pursuant to the rules and regulations of the Public Employment Relations Commission and a good faith effort to reach satisfactory terms and conditions of employment.

ARTICLE III

GRIEVANCE PROCEDURE

Definition:

- A. A "grievance" shall mean a claim by an employee that there has been misinterpretation, misapplication, or a violation of the Agreement or Board Policy relating to terms and conditions of employment, or an administrative decision affecting him. A grievance to be considered under this procedure must be initiated within thirty (30) work days of the time that the employee knew of its occurrence.
- (1) Grievance of Board Policy and/or administrators decisions may proceed up to and including Level 4.
 - (2) Only matters concerning this contract (terms and conditions) may be grieved up to and including Level 5.
- B. (1) It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure. Either party may be represented by a person of their choice at any level of the grievance procedure.
- (2) Failure at any step of this procedure to communicate the administrative decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the "specified" time limits shall be deemed to be acceptance of the decision rendered at that step.
 - (3) It is understood that employees during the notwithstanding the pendency of any grievance, shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

(4) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

C. Level One

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

D. Level Two

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

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

E. Level Three

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

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

F. Level Four

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

G. Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the employee, and the employee wishes review by a third party, and if the matter pertains to this agreement between the Board and

the Association, he shall so notify the Board through the Superintendent within ten (10) work days of receipt of the Board's decision.

H. Procedure for Securing the Services of an Arbitrator

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

- (1) A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- (3) If the parties are unable to determine, within ten (10) work days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
- (4) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The recommendations of the arbitrator shall be advisory. The Board, the aggrieved and his representative and the Association shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

I. Miscellaneous

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

J. Costs

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

ARTICLE IV

A. EMPLOYEE RIGHTS

Pursuant to Chapter 303, Public Laws 1968, revised in Chapter 123, Public Laws 1975, the Board hereby agrees that its employees shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted and lawful

activities for mutual aid and protection. As a duly elected body exercising governmental power under the color of law of the State of New Jersey the Board undertakes and agrees that it or its employed administrative or executive personnel will not directly or indirectly discourage, deprive, or coerce any employee with respect to hours, salary, terms or conditions of employment, by reason of his membership in the Association including collective negotiations with the Board, or his institution of any grievance, complaint or proceeding with respect to any term or condition of employment under, or aside from the specific terms of this agreement.

Whenever an employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

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

B. SAVINGS CLAUSE

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

ARTICLE V

ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association information with respect to employee's salaries and other financial information in the form presented to the Board, provided such information is available to the public.
- B. The Association and its representatives may be permitted to transact official Association business on school property, if facilities are available, and with approval of the Superintendent or his designee.

- C. The Association and its representatives may have the right to use the school building for meetings, the use of the facilities and equipment as approved by the Superintendent or his designee and at times and under conditions which will not interfere or interrupt normal school operations. The Association will be responsible for providing their own supplies (paper, etc.).
- D. The Association President shall be provided with facilities in which to store Association records and to conduct Association business.
- E. The Association President shall be provided with release time as needed to perform his/her Association duties.
- F. The rights of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the members of the negotiating unit and no other comparable employee organization.

ARTICLE VI

BOARD RIGHTS

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

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

ARTICLE VII

SCHOOL CALENDAR

The Board agrees to consider the recommendations from the association for the subsequent year's school calendar; provided the suggestions are presented to

the Superintendent by March 1. An early dismissal will precede Thanksgiving, Christmas, and Easter recesses in accordance with the calendar adopted by the Board following consultation with Association representatives.

ARTICLE VIII

EMPLOYMENT

A. TEACHER

The Board agrees, where it is in the best interest of the school district, to hire fully certificated teachers in terms of the needs of vocational education. In keeping with the State Board of Education Resolution of December 4, 1968, the Board reserves the right to employ persons as teachers which the State Board of Examiners judge worthy of certification by virtue of their unusual background of education and experience to be the equivalent of, or superior to, the regular requirements for certification.

Teaching staff members shall report on time to assume their first assignment and remain until they have completed their last regular assignment. Their total in school work day shall not exceed seven (7) continuous hours. No teaching staff member shall be required to stay later than 5:00 p.m. for regularly assigned professional duties. Teaching staff members who agree to teach beyond the seven (7) hours shall be reimbursed at the rate of \$8.50 per hour. Class trips initiated by the teaching staff member or for which the teaching staff members volunteer are not reimbursable as an extension of the work day.

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

- (1) The initial salary of a teacher shall be set at the discretion of the Board of Education, but shall not exceed the salary paid to teachers of equivalent training and experience presently employed in comparable positions. The Board and the individual shall decide as to the salary step and this agreed upon experience level shall proceed from this point in regular progression in future years. The initial salary will be determined in accordance to Title 18A:29-9.
- (2) Additional credit will be given for military service not to exceed four (4) years. (Other than dishonorable discharge).
- (3) Additional credit may be given at the Board's discretion for education and/or work experience outside the usual standards, provided this meets with the approval of the New Jersey Department of Education.
- (4) Teachers will work according to the school calendar.
- (5) Teachers who take college credit (non-degree teachers) and teachers who take graduate credit at an accredited college or university in areas related to their field of instruction shall be reimbursed at a rate not

to exceed the New Jersey State College average per credit up to a maximum of 12 credits per year.

- a. Courses must be approved in advance by the Superintendent and a teacher must receive a C or better or P in pass/fail to be eligible for reimbursement. Official transcripts of the grade and proof of tuition cost must be submitted.
 - b. The maximum total payments to be made by the Board will not exceed \$4500 for the school year. Reimbursement for Board or State certification courses not paid by other agencies shall be paid by the Board, such payments not to be included in the total allowed above for credit reimbursement. Application for reimbursement will be approved based on date of application and relevance of the courses to the teacher's assignment.
 - c. Teachers who anticipate a horizontal movement on the guide for the ensuing school year shall give notification to the Superintendent in writing by December 1st.
- (6) All fulltime classroom teachers will have one (1) daily preparation period. Those teachers who have more than four (4) daily preparations will have two (2) daily preparation periods, one of which may be a study hall. All non-teaching professional staff members shall have release time as needed.
 - (7) By April 30th, a letter of intent signed by the Board shall be sent to all tenure and non-tenure teachers notifying them of their re-employment and their salary step for the ensuing year. Teachers being offered contracts shall indicate acceptance or rejection by June 1. Failure of non-tenured teachers to return the signed contract by June 1 shall indicate rejection of the contract by the teacher.
 - (8) The Board and Association acknowledge that a teacher's primary responsibility is to teach, and that his energies should, to the extent possible, be utilized to this end.
 - (9) Every effort will be made to avoid scheduling five (5) consecutive teaching periods.
 - (10) Teachers assigned to cover classes during their preparation period will be reimbursed for the 1985-86 school year at the rate of \$7.60 per period. Shop teachers who cover another shop class the same time they have their assigned shop class shall be reimbursed \$7.60 per (3) period shop class and \$9.77 per (4) period shop class.
 Reimbursement for the 1986-87 school year will be at the rate of \$8.25 per period. Shop teachers who cover another shop class the same time they have their assigned shop class shall be reimbursed \$8.25 per (3) period shop class and \$10.60 per (4) period shop class.
 - (11) The Board will not be required to reimburse a teacher covering another teacher's class because he/she had to leave school early for personal reasons or medical appointments.
 - (12) If possible, a tentative schedule shall be given to the teacher prior to the last working day in June.
 - (13) Every effort will be made not to assign lunchroom teachers to cover a class.

B. CUSTODIANS

- (1) Custodians shall be assigned their hours of work by the Administration.
- (2) Custodians shall report on time and shall remain until the end of their work day. The custodians' work day shall consist of eight and one-half (8½) hours including a duty-free half hour for dinner. Custodians who work more than forty hours on a Monday through Saturday week shall be paid for hours over forty at one and one-half their regular hourly rate or be given compensatory time if the employee agrees in lieu of overtime.
- (3) Regular daily working hours for custodians shall be determined by the immediate supervisor to insure that appropriate cleaning is completed for each school day and that there is appropriate coverage as needed during the school day and for student events.
- (4) Twelve-month custodians will receive eleven paid holidays. These holidays will include the following:

New Year's Day	July Fourth
Memorial Day	Labor Day
Thanksgiving Day	Good Friday
Friday after Thanksgiving Day	Christmas Day

3 Floating Days

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

- (5) Vacations for 12 month custodians shall be as follows:
 - a. Two weeks paid vacation from the first through the fifth years inclusive.
 - b. Three weeks paid vacation from the sixth year.
 - c. First year employment shall be pro-rated from day of employment.
 - d. Vacations will be taken during the months of July and August. Additional requests will be granted at the discretion of the Superintendent.
- (6) If a custodian receives notice to report for jury duty, the custodian should take up the matter with his immediate supervisor. For all days during which a custodian is required to be on jury duty and is paid for the jury duty, the Board will continue the regular

salary providing the custodian endorses over the jury duty check to the Board of Education.

- (7) Custodians may take one fifteen minute break during their work shift. Breaks may be taken at a time when circumstances within the area permit and upon permission of the immediate supervisor.
- (8) On days school is closed due to inclement weather, custodians shall make every effort to report to work. The Superintendent of Schools, through a snow chain, will notify custodians not to report to work if road conditions are such that it is impossible for anyone to report to work.
- (9) Employment may at anytime be terminated for just cause by either party by giving the other two (2) weeks notice in writing.
- (10) The Board agrees to provide each custodian with three (3) sets of uniforms with replacements as needed.
- (11) Custodians will receive two (2) hours pay at 1½ time regular pay when required to make a security check of the building on days off.
- (12) If possible, shift employees will be notified of their work hour assignments a minimum of one (1) week in advance of any changes in their assignments.
- (13) A non-instructional employee shall be deemed probationary following his first appointment for a period of 30 days. Thereafter, he will be deemed a permanent employee.
- (14) All layoffs or reduction in force will be done in accordance of the seniority in job classification, least senior employees laid off first. Recalls will also be done in order of seniority, most senior employees recalled first.

C. SECRETARIES

- (1) Secretaries shall be assigned their duty stations by the administration.
- (2) Secretaries shall have a (60) minute duty free lunch between the hours of 10:30 a.m. and 1:30 p.m.
- (3) Secretaries may leave the building during their free lunch period.
- (4) Secretaries may take one fifteen (15) minute break during their a.m. work day.
- (5) Secretaries shall report on time and shall remain until the end of their work day. The secretaries work day shall not exceed 8 continuous hours including a 60 minute duty free lunch period. No secretary shall be assigned to stay later than 5 p.m. for regularly assigned duties, however, when and if requested to do so secretaries may volunteer to work from 9 to 5 p.m. during the regular work year.

Secretaries who work more than 40 hours in a Monday through Friday week shall be paid for hours over forty at their hourly rate plus one-half that rate or be given compensatory time. The compensation will be at the discretion of the employee. Regular daily working hours for secretarial and clerical personnel will be determined by the superintendent.

- (6) For those secretaries who work during the winter or spring recesses and/or any day that is not a holiday and school is in recess the office hours are 9 a.m. to 4 p.m. including a 60 minute duty free lunch period. Each secretary shall work one (1) day during the Christmas vacation and one (1) day during the Easter vacation or two (2) days during either vacation. Secretaries will not be required to work on the day following Christmas or Easter. Secretaries will be compensated for one (1) of these days with either compensation time or remuneration at their hourly rate. The compensation will be at the discretion of the employee.
- (7) On days that school is closed due to inclement weather, secretaries shall make every effort to report to work. The superintendent of schools through a snow chain will notify secretaries not to report to work if the road conditions are such that it is impossible for anyone to report to work.
- (8) On days that school is closed due to inclement weather after the start of the school day the superintendent shall determine the number of secretaries who must remain in school until all busses have returned to school.
- (9) Vacations for 12 month secretaries shall be as follows:
 - (a) Two weeks paid vacations from the first through the fifth years inclusive.
 - (b) Three weeks paid vacation from the sixth year.
 - (c) First year vacations shall be prorated from the day of employment.
 - (d) Vacations will be taken during the months of July and August. Additional requests will be granted at the discretion of the Superintendent.
- (10) All 12 month employees shall be employed from July 1 through June 30 with the same holiday schedule as teachers as outlined in the Warren County Technical School's annual calendar, but with the inclusion of July 4 and any earned vacation time.
- (11) If a secretary receives notice to report for jury duty the secretary should take up this matter with her immediate supervisor. For all days during which a secretary is required to be on jury duty the board will continue the secretary's regular salary providing the secretary endorses the jury check over to the board of education.

- (12) All fulltime secretaries shall have twelve (12) month positions.
- (13) Employment may be terminated for just cause at anytime by either party be giving the other two (2) weeks notice in writing.

D. If the Board employs bus drivers during the life of this contract, their positions will be included in the bargaining unit and the Board acknowledges that it will negotiate their terms and conditions of employment with the Association.

ARTICLE IX

SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
 - (1) Teachers employed on ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.
 - (2) Teachers employed for more than the ten (10) months shall be paid for the additional time in accordance with a plan mutually agreeable by the employee and the Board.
 - (3) Teachers may elect to have an amount of their monthly gross salary deducted from their paycheck which will be deposited in the Teachers' Federal Credit Union.
 - (4) When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous work day.
 - (5) Teachers shall receive their checks on the last working day in June, provided they have fulfilled all professional responsibilities to the satisfaction of the principal. These responsibilities and inspections shall be put in writing by the principal and passed on to all teachers prior to May 15th.
 - (6) The Board shall provide the following to teachers who have had approval by the Superintendent in the performance of assigned duties:
 - a. Reimbursement for employees using their own vehicles in the conducting of their district duties will be at the rate approved by the IRS in its most recent publication.
 - b. Teachers shall receive reimbursement for lodging and meals and other living expenses incurred in attending approved conferences up to a limit which will be agreed upon in advance by the Superintendent and the teacher.

- c. Compensation for work outside of normal school days when requested by the superintendent, shall be equal to one/one hundred eighty-third (1/183rd) of the teacher's annual salary. Hourly rates for time worked, at request of superintendent, outside of the normal school day at eight dollars and fifty cents (\$8.50) per hour for less than full days work. School day shall be considered seven (7) hours.
- B. Teacher participation in extra-curricular activities as outlined in Schedule "E" which extend beyond the regularly scheduled in-school day shall be voluntary and shall be compensated according to the rate of pay in Schedule "E" as attached hereto and made a part hereof.
- C. The Board of Education has the option to add extra coaching positions and/or extra curricular activities to be included under Schedule "E".
- D. Both the Board and the Association recognize that professional duties often extend past the normal seven (7) hour work day. The Board, through the administration may request that faculty members carry out their professional teaching duties beyond the normal working hours. These duties are those that are only professionally related, limited to specific academic and/or shop skill help for those students who request same, excluding shop hours and makeup time.

E. CUSTODIANS

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

- (1) Custodians will be paid on a semi monthly basis during the months in which they work.
- (2) When a pay day falls on or during a holiday, vacation, or weekend, custodians shall receive their pay checks on the last previous work day.

F. SECRETARIES

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

- (1) Secretaries will be paid on a semi-monthly basis during the months in which they work.
- (2) When a pay day falls on or during a holiday, vacation, or weekend, secretaries shall receive their pay checks on the last previous work day.

ARTICLE XTEACHER EVALUATION

- A. In accordance with Board Policy at least two (2) formal evaluations for tenured teachers and at least three (3) for non-tenured teachers shall be made by certified administrators by April 1st of the school year, and signed by the evaluator and the teacher being evaluated.
- B. All formal evaluations will be in writing by the administrator and will be dated and will be discussed with the teacher being evaluated. Formal evaluations shall include specific recommendations for instructional improvement.
- C. Ample time between formal evaluations shall be afforded teachers to carry out recommendations for improvement.
- D. All evaluations may include a pre-observation conference. A post-observation conference will be held after each evaluation. All observations shall be one period in duration.

ARTICLE XISUPERINTENDENT'S ADVISORY COUNCIL

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

- (1) The meeting of the Superintendent's Advisory Council will be held at the call of the Superintendent the day following a Board of Education meeting or as soon as possible.
- (2) The Superintendent's Advisory Council will be composed of at least five (5) faculty members on a volunteer basis and the president of the Warren Tech Education Association.
- (3) The meeting may be attended by any administrators, guidance personnel and members of the Child Study Team.
- (4) In the event a crisis of confidence in the general policy of the administrative procedures arises, the Superintendent's Advisory Council may call a meeting that will include at least two members of the Board of Education; at which time, if necessary, all administrators will be excused. Members of the Board of Education would not attend more than two (2) meetings of the committee during the year.
- (5) Grievances and individual personnel matters before the Board will not be discussed during the Superintendent's Advisory Council meetings.

ARTICLE XIIA. SICK LEAVE

- (1) As of July 1, 1983, Secretaries and Custodians shall be entitled to twelve (12) days of personal sick leave each school year, prorated, with pay as defined in Board Policy Manual.
- (2) As of September 1, 1983, Teachers shall be entitled to ten (10) days of personal sick leave each school year, prorated with pay as defined in Board Policy Manual. One extra day will be granted for each extra month worked.

B. RETIREMENT PAY FOR UNUSED SICK LEAVE

Computation of supplemental compensation for unused sick leave and limitation of payment:

- (1) The amount shall be computed at the rate of one-half the employee's daily rate of pay for each day of earned and unused accumulated sick leave at the effective date of retirement based upon the average annual compensation received during the last full year of his active employment prior to the effective date of his retirement. Overtime pay or other supplemental pay shall not be included in the computation.
- (2) In computing the foregoing, total periods of leaves of absence without pay shall be excluded in the computation.
- (3) No lump sum supplemental compensation payment shall exceed \$4000.
- (4) In calculating total compensation, the beginning date shall not be any earlier than one year prior to the effective date of retirement.

The foregoing formula shall only apply to those personnel while employed at Warren County Vocational School and further providing that twenty (20) years or more of service has been in Warren County Vocational School System. This section shall be retroactive as of the date of original employment for all existing personnel.

To qualify for the benefits of this section, personnel must submit written notification to the Superintendent of the Warren County Vocational School, on or before December 1st, of their intent to retire the following year.

ARTICLE XIIITEMPORARY LEAVES OF ABSENCE

As of the beginning of the 1985-86 school year, teachers/employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

- A. Illness in the immediate family - (wife, husband, mother, or father of teacher/employee, or children under 18 years of age provided said child or children are single) up to two (2) days.

- B. Death Leave - (immediate family, that is: mother, father, wife, husband, child, brother, sister, mother-in-law, father-in-law, step-mother, step-father, and grandparents of teacher/employee or spouse) up to five (5) days at any one time.
- C. Personal Business
- (1) Up to two (2) days personal leave shall be granted to a teacher/employee, during a school year, for personal business which cannot be handled outside of school hours. No reason to be required. The Superintendent has discretion in all cases to approve or disapprove the leave requests. Leave shall be denied only in extreme circumstances. Such leave shall not be cumulative.
 - (2) Requests for leave must be made two (2) days prior to date of request except in cases of emergency. Emergency requests must state the reason for which the personal leave will be used.
 - (3) Personal leave will not be granted before and/or after a holiday or school vacation unless leave is for a religious observation, emergency or extenuating circumstances.
- D. Unusual reasons for absence - any unusual reason for absence must be made in writing to the Superintendent and will be disposed of on the merits of the case.

ARTICLE XIV

A. Disability Leave - Non Job Related

- (1) An employee who anticipates a disability shall notify his/her immediate supervisor in writing of the anticipated commencement of the disability as soon as the employee knows of it.
 - (a) In the case of pregnancy, the employee shall inform the supervisor of the anticipated delivery date.
 - (b) No later than 90 days prior to the anticipated delivery date, the employee shall request either a leave of absence while she is disabled, for which accumulated sick leave may be utilized, or an unpaid leave of absence for childcare.
- (2) When a non-job related disability occurs an employee who is placed on involuntary unpaid leave shall be entitled to all sick leave and insurance benefits during the period of actual disability, according to the negotiated agreement and the rules of the insurance carrier. However, time spent on an unpaid leave shall not be counted for accrual of any benefits.
- (3) To be eligible for a salary increment and credit toward longevity payments and sabbaticals, an employee must work at least 1/2 of the work year that the leave commences or terminates.

- (4) An employee on a voluntary unpaid leave of absence shall not be eligible to either receive or accrue benefits except as statutorily required.
- (5) No salary or benefits will be paid during such child-care leaves. However, benefits may be kept up through employee contributions.

B. Childcare Leaves

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

ARTICLE XV

SABBATICAL LEAVE REGULATIONS

- A. A teacher who has successfully completed seven years of teaching excluding leave in the Warren County School District may be granted a Sabbatical Leave of one (1) year's duration for the purpose of graduate study or places of employment to gain technological or industrial experience in the area of the teacher's assignment.
- B. Applications for a leave beginning in the fall must be made by November 1 of the preceding year. All applications must be made on the form developed by the Superintendent. A decision by the board will be made by March 1 preceding the Sabbatical year. Applications shall be considered

in the order of their receipt in the Superintendent's office, but the Board of Education reserves the right to reject any application.

- C. No more than two (2) teachers may be on Sabbatical leave at any one time. Decisions will be based on:
- (1) Purpose of the leave.
 - (2) Teacher's value to the district upon return.
 - (3) The availability of budgetary funds.
- D. A teacher on Sabbatical leave shall receive 55% of the salary he would have earned if he had remained in the district. While on Sabbatical a teacher shall receive 100% of all benefits he would have received if he had remained in the district, except for sick leave. Upon return to the district a teacher shall be placed on the guide where he would have been had he remained in the district, so long as the Sabbatical's purpose was successfully completed.
- E. During the Sabbatical Year, a teacher must report two (2) times each semester describing the progress he has made in fulfilling the purpose of the leave. Such report shall be filed using forms developed by the superintendent. In addition, official transcripts must be submitted as soon as possible.
- F. Upon return to the district from a Sabbatical, the teacher agrees to remain an employee of the district for at least two (2) years, unless discharged by the Board. If a teacher fails to fulfill his obligations he must repay the board all or a proportionate ratio of the salary he received while on Sabbatical. A personal contract will be signed between the Board and the Teacher.
- G. In no case shall a second Sabbatical Leave be granted earlier than seven (7) years from the end of the first leave.
- H. Requests for withdrawal of Sabbatical Leave approved by the Board for the full year must be in the office of the Superintendent not later than the first day of May.

ARTICLE XVI

INSURANCE COVERAGE

- (1) The Board of Education will continue to provide Blue-Cross, Blue Shield and Major Medical and Rider "J" coverage for teachers, custodians, and secretaries and dependents at no cost to the employee.
- (2) The Board agrees to deduct premiums from teachers', custodians', and secretaries', pay for a paycheck insurance plan, and remit such premiums monthly to the designated office.
- (3) The Board will continue to provide coverage in a prescription plan for teachers, custodians, and secretaries and their dependents at the expense of the Board.

- (4) Beginning February 1, 1984, the Board will pay the premiums for New Jersey Dental Service Plan IIIB for employee only. The monthly premium per employee paid by the Board will be capped at \$12.11 for the duration of this agreement.
- (5) Effective 9/1/86, the Board will pay the premiums for individual and family dental insurance (VCT 100, 80, 50). The monthly premium per employee paid by the Board will be capped at \$28.00 for the duration of this agreement.
- (6) The Board will purchase prescription safety glasses for shop teachers to a limit of \$50.00 for any teacher in each year of the contract.

ARTICLE XVII

DEDUCTIONS FROM SALARY

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

ARTICLE XVIII

EMPLOYEE FACILITIES & EQUIPMENT

- A. A coin box phone will be maintained in the employees' lounge and the Board will pay the costs of such phone up to \$100 per year. The employees' association will pay costs in excess of \$100 per year.

ARTICLE XIX

NON-INSTRUCTIONAL EMPLOYEES

- A. Employees assigned to work above their classification beyond fifteen (15) days or assigned to perform work normally done by another employee at a higher pay rate will receive the higher pay rate for the work performed.
- B. Each employee shall be placed on his/her proper step of the salary schedule as of July 1, 1985 school year. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

- C. (1) An employee who is resigning from his position shall give normal two weeks notice.
- (2) Earned vacation shall be paid according to the proportions of full months worked to the total contract year, unless proper notice has not been given.
- D. Employees will be notified of their contract and salary status for the ensuing year no later than April 30.
- E. Employees other than bus drivers shall not be required to drive students in private automobiles.

ARTICLE XX

- A. This agreement constitutes the contract for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. The Board may request employees to perform work beyond the employees normal duties and that this work will be performed outside normal work hours. Nothing in this agreement will preclude the Board from entering into an agreed rate of compensation. However, the terms of this agreement, including all pay scales, shall not be violated. "Such as snow removal, painting, curriculum development, chaperone dances and not limited to the above."
- D. Copies of this Agreement shall be reproduced at the expense of the Board. Copies shall be presented to all employees covered by this agreement.
- E. It is understood that all teachers, custodians, and secretaries shall continue to serve under the direction of the Superintendent of Schools, and in accordance with provisions of this Agreement.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party may do so by registered letter at the following address:

To the Board: Warren County Vocational Board of Education
R.D. 1, Box 168A
Washington, NJ 07882

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

G. Posting and Opening Procedures

(1) Date of Posting

- (a) When school is in session, a notice shall be posted in the school as far in advance as practicable, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in emergency no less than ten (10) school days before such date. A copy of said notice shall be given to the Association at the time of the posting. Employees who desire to apply for such vacancies shall submit their application in writing to the superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Superintendent's office until the position is filled.

(2) Application Procedure

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

ARTICLE XXI

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1985 and shall continue in effect until June 30, 1987, subject to the Association's right to negotiate over a successor Agreement as provided in Article II.

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

The Board and the Association agree to commence negotiations not later than September 30, 1986 pertaining to a successor agreement as per Article II of this Agreement.

WITNESSTH

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

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

WARREN COUNTY VOCATIONAL
BOARD OF EDUCATION

WARREN TECH EDUCATION
ASSOCIATION

(s) *Charles Post*

(s) *William Love, Sec.*

(s) *Robert B. Lopez*
John B. LaPorta

(s) *Walter J. Menegus*

SCHEDULE "A"

FACULTY

1985 - 1986

Old Guide	New Sched	Emergency	BA		BA+15	BA+30	MA	MA+15	MA+30
			Shop	Cert	Cert+30	S/Cert+60	S/BA	S/BA+15	S/BA+30
		1	2	3	4	5	6	7	
1 to 5	A	18,500	18,500	18,500	19,170	19,600	20,050	20,500	
6	B	18,500	18,785	19,055	19,455	19,885	20,335	20,785	
7	C	18,975	19,300	19,570	19,970	20,400	20,850	21,300	
8	D	19,675	20,000	20,270	20,670	21,100	21,550	22,000	
9	E	20,375	20,700	20,970	21,330	21,800	22,250	22,700	
10	F	21,175	21,593	21,803	22,170	22,707	23,215	23,676	
11	G	22,175	22,363	22,821	23,170	23,707	24,215	24,676	
12	H	23,175	23,363	23,821	24,170	24,707	25,023	25,676	
13	I	24,175	24,323	24,821	25,170	25,707	26,015	26,676	
14	J	25,275	25,693	25,821	26,170	26,807	27,168	27,776	
15	K	26,216	26,793	26,821	27,370	27,908	28,358	28,878	
16-17	L	27,616	28,090	28,308	28,670	29,208	29,658	30,108	

- (a) Longevity - service increments for continuous employment with the Board shall be paid according to the following schedule: 15 years (concurrent with the issuance of the 16th contract) and up to and including 19 years - \$100; 20 and up to and including 24 years - \$200; over 25 years - \$300.
- (b) Favorable reports by the Superintendent and those charged with supervisory responsibility and approval by the Board of Education are a prerequisite to granting of all increases in salary.
- (c) Progress on the guides shall be automatic based on meritorious service until the maximum is reached unless the services rendered are evaluated as unsatisfactory under the rules and regulations of the Board of Education.

The audio-visual, and athletic director shall be permitted one free period per day.

Any teacher attending NJEA convention shall be paid \$20 expenses per day with proof of attendance in writing.

SCHEDULE "A"

FACULTY

1986 - 1987

Old Guide	New Sched	Emergency	BA Shop Cert	BA+15 Cert+30	BA+30 S/Cert+60	MA S/BA	MA+15 S/BA+15	MA+30 S/BA+30
		1	2	3	4	5	6	7
	A	19,763	19,763	19,980	20,489	20,956	21,444	21,933
A	B.	20,073	20,073	20,290	20,799	21,266	21,754	22,243
B	C	20,073	20,382	20,675	21,109	21,575	22,063	22,552
C	D	20,393	20,941	21,233	21,667	22,134	22,622	23,111
D	E	21,347	21,700	21,993	22,427	22,894	23,382	23,870
E	F	22,107	22,460	22,752	23,143	23,653	24,141	24,630
F	G	22,975	23,428	23,656	24,054	24,637	25,188	25,688
G	H	24,060	24,513	24,761	25,139	25,722	26,273	26,773
H	I	25,145	25,641	25,846	26,224	26,807	27,150	27,858
I	J	26,230	26,390	26,931	27,309	27,892	28,226	28,943
J	K	27,423	27,877	28,016	28,394	29,086	29,477	30,137
K	L	28,444	29,070	29,101	29,696	30,280	30,768	31,333
L	M	29,963	30,478	30,714	31,107	31,691	32,179	32,667

- (a) Longevity - service increments for continuous employment with the Board shall be paid according to the following schedule: 15 years (concurrent with the issuance of the 16th contract) and up to and including 19 years - \$100; 20 and up to and including 24 years - \$200; over 25 years - \$300.
- (b) Favorable reports by the Superintendent and those charged with supervisory responsibility and approval by the Board of Education are a prerequisite to granting of all increases in salary.
- (c) Progress on the guides shall be automatic based on meritorious service until the maximum is reached unless the services rendered are evaluated as unsatisfactory under the rules and regulations of the Board of Education.

The audio-visual, and athletic director shall be permitted one free period per day.

Any teacher attending NJEA convention shall be paid \$20 expenses per day with proof of attendance in writing.

SCHEDULE "B"

CUSTODIAL & MAINTENANCE

1985 - 1986

<u>Step</u>	<u>Custodial</u>	<u>Maintenance</u>
1	10,808	12,403
2	11,208	12,803
3	11,696	13,150
4	12,087	13,492
5	12,532	13,937
6	13,042	14,441
7	13,611	15,016
8	14,246	15,657
9	14,913	16,318
10	15,613	17,024
11	-	17,745

- (a) Longevity - service increments for continuous employment with the Board shall be paid according to the following schedule: 15 years (concurrent with issuance of the 16th contract) up to and including 19 years - \$100; 20 and up to and including 24 years - \$200; over 25 years - \$300.

SCHEDULE "B"

CUSTODIAL & MAINTENANCE

1986 - 1987

<u>Step</u>	<u>Custodial</u>	<u>Maintenance</u>
1	11,327	13,057
2	11,727	13,457
3	12,161	13,891
4	12,690	14,268
5	13,114	14,639
6	13,597	15,121
7	14,150	15,669
8	14,768	16,293
9	15,457	16,987
10	16,181	17,705
11	16,940	18,471
12	-	19,254

- (a) Longevity - service increments for continuous employment with the Board shall be paid according to the following schedule: 15 years (concurrent with issuance of the 16th contract) up to and including 19 years - \$100; 20 and up to and including 24 years - \$200; over 25 years - \$300.

SCHEDULE "C"

SECRETARIES
1985 - 1986

<u>Step</u>	<u>Clerk Typist</u>	<u>General Sec'y</u>	<u>Admin. Sec'y</u>
1	7,777	8,578	9,064
2	8,177	8,978	9,464
3	8,530	9,359	9,906
4	9,027	9,741	10,299
5	9,668	10,381	10,951
6	10,320	11,033	11,603
7	10,967	11,680	12,326
8	11,619	12,326	13,061
9	12,262	12,973	13,796
10	12,906	13,619	14,525
11	13,558	14,266	15,277

- (a) Longevity - service increments for continuous employment with the Board shall be paid according to the following schedule:
 15 years (concurrent with the issuance of the 16th contract) and up to and including 19 years - \$100;
 20 and up to and including 24 years - \$200; over 25 years - \$300.

SCHEDULE "C"

SECRETARIES

1986 - 1987

<u>Step</u>	<u>Clerk Typist</u>	<u>General Sec'y</u>	<u>Admin. Sec'y</u>
1	8,193	9,079	9,616
2	8,593	9,479	10,016
3	9,035	9,921	10,458
4	9,426	10,342	10,946
5	9,975	10,763	11,379
6	10,683	11,472	12,100
7	11,404	12,192	12,821
8	12,118	12,906	13,621
9	12,839	13,621	14,432
10	13,549	14,335	15,244
11	14,261	15,049	16,050
12	14,981	15,763	16,881

- (a) Longevity - service increments for continuous employment with the Board shall be paid according to the following schedule:
 15 years (concurrent with the issuance of the 16th contract) and up to and including 19 years - \$100;
 20 and up to and including 24 years - \$200; over 25 years - \$300.

