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ARTICLE

AGREEMENT

BETWEEN

THE SALEM COUNTY VOCATIONAL TECHNICAL SCHOOLS

BOARD OF EDUCATION

AND THE

SALEM COUNTY VOCATIONAL TECHNICAL SCHOOL

SUPPORT STAFF ASSOCIATION, INC.

JULY 1, 1995 - JUNE 30, 1998

J. C. Long
Board President

Janette Caldwell
Association President

5-23-95
Date

6-19-95
Date

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the S.C.V.T. Support Staff Association for non-certificated employees as the exclusive and sole representative for purposes of collective negotiations concerning terms and conditions of employment for all eligible members of the unit employed by the Board. Eligible members of the unit include:

Support Service Persons
Secretarial/Clerical Personnel
Custodial/Maintenance Personnel

Excluded from the unit are supervisory personnel, confidential staff, including but not limited to the Board Secretary/Administrative Assistance, the Supervisor for Buildings and Grounds, the Food Service Director, the Administrative Secretary to the Superintendent, the Confidential Secretary to the Superintendent and the Secretary to the Board Secretary/Treasurer.

- B. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all personnel who are members of the negotiating unit as above defined, and references to male employees shall include female employees.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over initial and successor Agreement(s) in accordance with Chapter 303, Public laws for 1986, as amended by Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on mandated matters concerning the terms and conditions of employment. Such negotiations shall begin not later than the date mandated by PERC, and as applied to the calendar year in which this Agreement expires, unless otherwise agreed to by the parties. Any Agreement so negotiated shall apply to all employees who are eligible for membership in the unit as defined in Article I of the Agreement and shall be reduced to writing, be signed by the Association and the Board, and be ratified by the Association and adopted by the Board.
- B. During the negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. In support of such negotiations, the Board shall make available all public information to the Association for inspection, pertinent records, data, and budget information of SCVTS.

- C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals, in the course of negotiations. Any tentative agreement reached shall be subject to final approval by a majority of the full Board and the Association.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. If any provisions of the Agreement, or any application of this Agreement to any employee or group of employees covered by the Agreement, is held to be contrary to statute, administrative code or judicial decision, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by statute, administrative code or judicial decision, but all other provisions or applications shall continue in full force and effect.

ARTICLE III

GRIEVANCE PROCEDURE

A. **Definition**

A "grievance" is a claim by an employee or the Association based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees, as per the interpretation or application of any of the provisions of this Agreement, Board policies, or administrative decisions affecting the above.

B. **Purpose**

The purpose of this procedure is to secure, at the lowest possible level, a resolution of differences concerning the rights of all parties in matters which may from time to time arise affecting the terms and conditions of employment of employees. Both parties agree that these proceeding will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. **Procedure**

1. Since it is important that the grievance be processed as rapidly as possible, the number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One

An employee with a grievance shall first discuss it with the principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. All grievances must be initiated at this level within twelve (12) calendar days after either employee or employees knew or should have known of the grievance.

3. Level Two

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 ten (10) calendar days after presentation of the grievance, the aggrieved person may file the grievance in writing with the Superintendent within five (5) calendar days after the decision at Level One. On the same day, the immediate supervisor or the principal shall receive a copy of this grievance.

4. Level Three

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 within five (5) calendar days after the grievance was delivered to the Superintendent, the aggrieved person may within five (5) calendar days after decision by the Superintendent request in writing that the Association submit his or her grievance for review by the Board of Education. The Board, or committee of the Board, shall review the aggrieved person's case, shall hold a hearing with the grievant, if requested by the grievant, and shall render a decision in writing within fourteen (14) calendar days after a hearing has been held, or if no hearing has been requested, a decision will be rendered within thirty (30) calendar days of receipt of the grievance. Copies of the decision of the Board of Education shall be sent to the aggrieved, the principal and/or supervisor and the Association.

5. Level Four

- a. Grievances which remain unresolved to the satisfaction of the employee, after a decision has been rendered by the Board, may be submitted to advisory arbitration within thirty (30) calendar days following receipt of the Board's decision.
- b. Within thirty (30) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a

list of arbitrators may be made to PERC by either party. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than thirty (30) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted. The arbitrator's recommended decision shall be in writing and set forth findings of fact, reasoning and conclusions on the issues submitted.
- d. The costs for the services of the arbitrator, including per diem expenses and actual and necessary travel and subsistence expenses, if any, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses shall be paid by the party incurring same.
- e. The arbitrator's decision shall be binding for grievances regarding discipline or discharge for just cause; discipline may include discharge, suspension, fines or reprimands; the propriety of the discipline is subject to review by the arbitrator.

D. Rights of Employees to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present with a spokesman designated to state its views at all stages of the grievance procedure.

E. Miscellaneous

1. Documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the participants.
2. Meetings and hearings under this procedure shall not be conducted in public, unless required by statute, administrative code or judicial decision and shall include only such parties in interest and their designated representative, heretofore referred to in the Article.
3. The parties agree to make every effort to resolve a grievance at the lowest possible level.

4. If a grievance addresses a matter affecting the entire bargaining unit, such grievance shall commence at Level Two with an informal conference with the Superintendent. If not satisfied with the outcome of this conference, the Association, within ten (10) calendar days of the conference, shall submit the grievance in writing to the Superintendent.

ARTICLE IV

SICK LEAVE

- A. All ten (10) month employees shall be entitled to earn up to ten (10) days leave for illness or medical reasons each year. All twelve (12) month employees shall be entitled to earn up to twelve (12) days leave for illness or medical reasons each year. Unused sick or medical leave days shall accumulate from year-to-year. By September 30, each employee shall receive a written accounting of his/her accumulated sick leave.
- B. For the purpose of calculating sick/medical leave, the work year for twelve (12) month employees shall begin on July 1st and shall end on the following June 30th. For ten (10) month employees, the work year shall begin on September 1st and shall end on the following June 30th. Sick/medical leave is earned at the rate of one (1) day per month worked, but is granted in advance at the beginning of the employee's work year. Employees who are employed for less than a twelve (12) or ten (10) month period shall receive prorated sick leave based on the actual period they are employed.
- C. In order to receive compensation for sick/medical leave, call-in and return from absence procedures, as approved by the Board of Education, must be followed. The Board reserves the right to, at any time, require documentation for such absences and/or to require a second opinion from its designated physician.
- D. Payment for Unused Sick Leave

With ten (10) years of consecutive service in the district and upon retirement to immediately collect a pension from TPAF or PERS:

1st to 50th day	\$15/day =	\$750.00
51st to 100th day	\$20/day =	\$1,000.00
101st to 150th day	\$25/day =	\$1,250.00
151st to 200th day	\$30/day =	\$1,500.00

Maximum payment = \$4,500

With seven (7) years of consecutive service in the district and upon termination due to a reduction in force the employee shall be paid fifteen (\$15) dollars per day for each accumulated sick leave day.

ARTICLE V

LEAVES OF ABSENCE

A. Emergency Leave

Emergency Leave--Two (2) days of emergency leave shall be available to each employee per fiscal year. These days shall be granted provided at least three (3) days prior notice be given to the Superintendent of the intent to use said days, except in the case of emergencies. No reason need be given, except with three (3) days' notice cannot be given. In such cases, notice shall be provided at the earliest possible time and shall be subject to the review by the immediate supervisor and approved by the Superintendent of Schools. Approval or disapproval shall be dependent upon their assessment of district needs.

No use of emergency days shall immediately precede or follow a holiday or vacation day and no emergency day shall be used the first week or the last week of school for students. This leave shall not be cumulative, but unused emergency days shall be converted to sick leave the following school year and shall be accumulated as sick leave. The use of emergency leave days shall be considered in the review of the employee's overall evaluation in respect to attendance.

B. Bereavement Leave

1. Three (3) days per year to attend the death bed or funeral of a spouse, parent, child, sibling, mother, father, mother-in-law, father-in-law, son or daughter-in-law or other person residing as a member of the employee's household. Unused emergency days may also be used, if needed. In the event of a death in the same year of a second person covered by this paragraph, the Superintendent shall have the discretion to provide additional unpaid leave.
2. One (1) of the above three (3) days may be used to attend the funeral of an aunt, uncle, grandparent, grandchild, brother or sister-in-law. Unused emergency days may also be used if needed.

ARTICLE VI

TRANSFERS AND REASSIGNMENT

A. Notification of Vacancies

1. To the extent possible, the Superintendent, or his/her designee shall post in all school buildings a list of known vacancies when they occur, with a copy sent to the Association.
2. Employees desiring to fill such vacancies shall immediately notify their immediate supervisor in writing and shall send a copy of the request to the Superintendent.

ARTICLE VII

PROFESSIONAL INCENTIVE PROGRAM

- A. When employees are required to attend out-of-district meetings, workshops or conferences, the Board will pay the cost for registration fees, transportation, meals and other reasonable expenses incurred by the employee as a result of the workshop, conference or meeting for which the employee was directed to attend. Repayments are conditioned upon statutory, administrative code and judicial decisions and Board policy established for payment of employee expenses. Verification, subject to the approval of the Superintendent, shall be required for all expenses.
- B. Full-time employees shall be permitted to attend classes offered exclusively by the Salem County Board for Vocational Education on a tuition free basis after one (1) full year of employment in the district. All other class expenses shall be paid in accordance with Board established fee schedules. Enrollment shall be conditioned upon available space and sufficient paying students to operate the class.

ARTICLE VIII

INSURANCE AND BENEFITS

A. Health Coverage

For eligible members of the unit employed on a regular basis for twenty (20) or more hours per week, the Board shall, after the probationary period, pay the full cost of the basic health care plan approved by the Board for the employee. The Board shall pay 80% of the difference between the cost of the employee only plan, and the employee and spouse or employee and child plan, or family plan dependent upon employee eligibility. The Board shall not pay any additional

cost for approved health care management organization (HMO or any other supplemental plan) if such cost shall be more than the basic plan provided by the Board of Education.

If the Board is a member of the New Jersey Health Benefits Plan and the State upgrades that plan from the 14/20 series to a higher level plan, any such additional cost will not automatically be paid by the Board, but shall be subject to negotiations between the parties at such a time when the next contract is negotiated.

B. Prescription Plan

For eligible member custodians, maintenance persons, aides and secretaries, the Board of Education shall provide a co-pay prescription plan for which the Board shall pay up to 67% of the cost of the family insurance in each year of the contract up to a maximum dollar contribution by the Board of \$1,000 per year. The Board shall pay up to the same dollar amount for single and parent/child coverage.

C. Dental Plan

For eligible member custodians, maintenance persons and secretaries, the Board shall pay up to seven hundred dollars (\$700) of the premium for each eligible employee and dependents as may be applicable. Full-time aides shall be eligible to be enrolled in the dental plan with a maximum Board contribution of four hundred dollars (\$400) per year.

ARTICLE IX

VACATIONS

- A. 1. Vacation for regular, full-time twelve (12) month employees covered by this Contract shall be earned at the rate of .83 days per months worked (possible ten (10) days per year.) After five (5) continuous years of service, one (1) additional day of vacation per year shall be accrued at the sixth (6), seventh (7), eighth (8), ninth (9) and tenth (10) years of employment until a maximum of fifteen (15) days is reached. After ten (10) or more years of continuous unbroken service to the district, vacation time shall be earned at the rate of 1.25 days per months worked (possible fifteen {15} days per year.) Accrued vacation time may not be used until the start of the next fiscal year.
2. Part-time twelve (12) month employees shall receive a prorated share of vacation, e.g. an employee working three (3) full day per week will receive three-fifths (3/5) of the vacation entitlement of a full-time secretary with equal years of service, and an employee working one-half (1/2) day each day of

the work week shall receive the same vacation entitlement as a full-time secretary with equal years of service, prorated on one-half (1/2) days.

3. Unpaid leave of absence shall not constitute breaks in continuous, unbroken service, but time spent on such leaves shall not count toward determining vacation entitlements.
- B. Vacation may not normally be taken for the two week period immediately preceding the opening of school in the fall. Ten (10) month employees covered by this contract are not eligible to accumulate vacation time. No more than five (5) vacation days may be carried annually from one fiscal year to the next. Fiscal years begin on July 1st and conclude on June 30th of the following calendar year.
 - C. All vacations must be approved in advance by the Superintendent of Schools.
 - D. When requesting vacation leave and when returning from vacation leave, the proper request for leave form and return from absence form must be completed in order to receive credit and compensation.
 - E. In the event an employee dies and is entitled to vacation time, the amount of money per vacation days shall be actuarially determined and said amount paid to the employee's estate.
 - F. Employees who terminate employment in good standing shall be paid earned accrued vacation time at the time of separation, but employees who are terminated for cause may forfeit their unused vacation pay, if appropriate, given the cause for the termination.

ARTICLE X

HOLIDAYS

- A. Twelve (12) month custodians, maintenance personnel and secretaries shall be entitled to twelve (12) paid holidays annually. Holiday schedules shall be proposed by the Superintendent and approved by the Board of Education.
- B. Support service persons (aides) shall normally work those days that school is open for students. They will be compensated for all hours worked. Support service persons (aides) shall not be required to work on the twelve (12) approved holidays as established by the Board of Education.

ARTICLE XI

TERMS OF EMPLOYMENT FOR SECRETARIES

All employees classified as secretaries, as defined in Article I of this Agreement, shall be contracted by the Terms of Employment listed as follows:

A. 1. Initial Placement

The entry point for a new employee shall be determined based on the Superintendent's assessment of the applicant's experience and qualifications for the position.

2. In no event shall the entry point be below the minimum for the job category nor shall the entry point exceed more than 1.2 times the minimum. No new employee shall enter a job category at a higher level than a current employee with similar or equal related experience and qualifications for the position. The maximum for each level or category shall not exceed 1.6 times the minimum for the category or level. Final determination of the entry point shall be at the sole prerogative of the Board of Education.

B. 1. Salary Adjustment

To be eligible to be recommended for a full salary adjustment, the employee must begin work on or before January 10th of the contractual year. Persons who cannot meet this test shall not be eligible for a salary adjustment until the conclusion of the next fiscal year.

2. For persons who do not qualify under this policy for a full salary adjustment, they may be recommended for up to .6 of the increase granted other employees in the same category, dependent upon recommendation of the immediate supervisor and Superintendent.

C. Salary Program For Secretaries

	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>
Minimum Rate:	\$15,500	\$14,500	\$13,500
Maximum Rate: (1.6 times minimum)	\$24,800	\$23,200	\$21,600

- D. Secretaries shall have an eight (8) hour workday, which shall include a thirty (30) minute duty-free lunch. Lunch shall be eaten on premises.

E. Salaries shall be increased as follows:

1995-96	4.77%
1996-97	4.60%
1997-98	4.15%

Employees who are above the salary maximums stated above, or who move beyond those maximums after receiving a negotiated raise, shall receive a percentage increase equal to the percentage change in the CPI-U for Philadelphia South Jersey, measured from April to April preceding the July 1 or September 1 effective date of the new raise, but not to exceed 3.0% in any year.

ARTICLE XII

TERMS OF EMPLOYMENT FOR CUSTODIANS AND MAINTENANCE PERSONNEL

All employees classified as custodians and maintenance personnel, as defined in Article I of this Agreement, shall be contracted by the Terms of Employment listed as follows:

A. Initial Placement

1. The entry point for a new employee shall be determined based on the Superintendent's assessment of the applicant's experience and qualifications for the position.
2. In no event shall the entry point be below the minimum for the job category nor shall the entry point exceed more than 1.2 times the minimum. No new employee shall enter a job category at a higher level than a current employee with similar or equal related experience and qualifications for the position. The maximum for each level or category shall not exceed 1.6 times the minimum for that category or level. Final determination of the entry point shall be at the sole prerogative of the Board of Education.

B. Salary Adjustments

To be eligible to be recommended for a full salary adjustment, the employee must begin work on or before January 10th of the contractual year. For persons who do not qualify under this policy for a full salary adjustment, they may be recommended for up to .6 of the increase granted other employees in the same category, dependent upon recommendation of the immediate supervisor and the Superintendent.

C. Salary Program For Custodians

	<u>Level I</u>	<u>Level II</u>	<u>Level III</u>
Minimum Rate:	\$16,700	\$15,700	\$14,700
Maximum Rate: (1.6 times minimum)	\$26,720	\$25,120	\$23,520

D. The annual salary is computed on a forty-two (42) hour week; forty (40) hours straight time and two (2) hours at time and one-half. The lunch or dinner break of one-half (1/2) each day is not included in the forty-two (42) hours work week.

E. Salaries shall be increased as follows:

1995-96	4.77%
1996-97	4.60%
1997-98	4.15%

Employees who are above the salary maximums stated above, or who move beyond those maximums after receiving a negotiated raise, shall receive a percentage increase equal to the percentage change in the CPI-U for Philadelphia South Jersey, measured from April to April preceding the July 1 or September 1 effective date of the new raise, but not to exceed 3.0% in any year.

ARTICLE XIII

TERMS FOR EMPLOYMENT FOR SUPPORT SERVICES PERSONS (AIDES)

A. Description of Support Service Persons (Aides)

Support service person(s) (aides) include all non-certificated staff who are employed on a per hour and per diem basis. Support service person(s) (aides) include, but are not limited to, classroom support service persons, cafeteria support services persons, internal suspension support persons, classroom monitors, and hall monitors. All support service person(s) (aides) must meet the minimum job qualifications for the specific job category and job description under which they are employed. All such criteria and job descriptions shall be established and approved by the Board of Education. Each hourly position must be specifically approved by the Board of Education, as shall each person employed to fill such positions. All support service persons (aides) shall be employed on a per diem hourly basis.

B. Establishment of the Initial Hourly Rate

Based on the minimum and maximum hourly rates established by the Board of Education and dependent upon qualifications for the position, support service person (aide) candidates may be granted credit for previous applicable directly related work experience and/or directly related academic credentials required in order to carry out the responsibilities of the position. Such persons may not, however, be brought in at an hourly rate higher than someone in a comparable position with similar qualifications and experience as determined by the Superintendent. The maximum entry rate shall not exceed 1.2 times the established minimum hourly rate. Initial placement shall be at the sole prerogative of the Board of Education based upon the following guidelines:

1. Credit for direct related experience as a support service person (aide).

Less than one (1) full year of directly related experience minimum hourly rate.

Persons who have at least one (1) full year of related experience and up to two (2) full years related experience may receive an additional five percent (5%) per hour.

Persons with more than two (2) full years of directly related experience and up to three (3) full years of directly related experience may receive up to an additional ten percent (10%) per hour above the starting minimum.

For persons with more than three (3) full years of directly related experience, up to twenty percent (20%) per hour beyond that of the minimum may be granted.

2. Credit for formal training based upon collegiate work at a college recognized by the State of New Jersey, Department of Education that is directly related to the support service position is as follows:

For thirty (30) to sixty (60) credits, the minimum hourly rate plus five percent (5%). For sixty (60) or more credits, the minimum starting rate plus ten percent (10%).

The maximum credit for related work and/or college courses shall not exceed 1.2 times the established starting hourly rate.

C. Salary Program For Aides

Minimum rate: \$5.58 per hour

Maximum rate: \$8.90 per hour (1.6 times the minimum)

- D. Full-time aides shall have a six and one-half (6 1/2) hour work day, which shall include a thirty (30) minute duty-free lunch. Lunch shall be eaten on the premises.

Part-time aides, including cafeteria aides, are those aides employed for nineteen and one-half (19 1/2) hours or less per week. Aides employed in the 1991-92 school year and re-employed in 1992-93 and thereafter shall work not less than the hours they worked in 1992-93.

Aides newly hired for 1992-93 and thereafter, shall work the number of hours designated by the Board, and shall be paid and receive benefits accordingly.

- E. Salaries shall be increased as follows:

	Part Time		Full Time
1995-96	4.77%	1995-96	2.385%
1996-97	4.60%	1996-97	2.30%
1997-98	4.15%	1997-98	2.075%

Employees who are above the salary maximums stated above, or who move beyond those maximums after receiving a negotiated raise, shall receive a percentage increase equal to the percentage change in the CPI-U for Philadelphia South Jersey, measured from April to April preceding the July 1 or September 1 effective date of the new raise, but not to exceed 3.0% in any year. Full-time aides shall receive one-half of the negotiated raises or one-half the CPI raise, but not to exceed 1.5%, whichever would apply to them.

ARTICLE XIV

JUST CAUSE PROVISION

No employee shall be disciplined or reprimanded without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract when the employee's performance, attitude and/or attendance negatively affects his/her ability to perform his/her assigned tasks. Discipline may include oral and/or written reprimands, increment withholdings, fines or suspensions without pay if consistent with law, mid-contract discharges consistent with the individual contracts, but shall not include the non-renewable of a non-certificated employee for performance-related reasons, which remain a management prerogative. All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall be determined on a case-by-case basis and shall take into account the nature of the offense, the length of service, and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall be applied in a non-discriminatory fashion.

The superintendent, after consultation with the Association officers, shall propose to the Board a list of offenses for which fines may be warranted.