

AGREEMENT

between the

**CUMBERLAND COUNTY
BOARD OF VOCATIONAL EDUCATION**

and the

**CUMBERLAND COUNTY VOCATIONAL
TECHNICAL EDUCATION ASSOCIATION**

July 1, 2005 - June 30, 2008

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Sidebar Agreements

PREAMBLE

This Agreement entered into this 1st day of *July 2005* by and between the Board of Vocational Education, the County of Cumberland, New Jersey, hereinafter called the "Board", and Cumberland County Vocational Technical Education Association, hereafter called the "Association".

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collecting negotiations concerning grievances and terms and conditions of employment for, employees whether under contract, on leave, on a per diem basis, employed or to be employed by the Board;

Included: Full-time and part-time: day instructional personnel, twilight program instructional personnel, secretarial/clerical personnel, custodial personnel, aides, Computer Technician, Food Services Technician and Maintenance Technician..

Excluded: Supervisor of Custodians, Secretary to the Board Secretary/Business Administrator, Secretary to the Superintendent, *Secretary to the Assistant Superintendent*, employees of the Cumberland County Educational Cooperative, *customized training employees*, managerial executives, craft employees, confidential employees, police employees, supervisory employees within the meaning of the Act, evening instructional personnel, and all other employees employed by Cumberland County Vocational Technical Board of Education.

B. Definition of Employee

Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement, shall refer to all professional employees represented by the Association in the negotiating unit as above defined, "employees" shall refer to all unit members, "support staff" shall refer to non-certificated unit members, and references to male employees shall include female employees.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 123, Public Law 1974, in good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such negotiations shall hereinafter begin one hundred twenty (120) calendar days prior to the budget submission but no later than November 15 of the preceding calendar year in which this "Agreement" expires. Any agreement so negotiated shall apply to all union members, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

B. Modification

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

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

Disputes by an employee or the Association as to the interpretation of or an alleged violation of the application of the terms of this Agreement, or as to terms and conditions of employment shall be considered a grievance and shall be handled in the manner and sequence outlined below.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

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

2. Year End Grievances

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

3. Level One - Principal or Immediate Superior

- a. An employee with a grievance shall first discuss it his principal or immediate supervisor, within twenty (20) school days after the alleged occurrence, either directly or through the Association's designated representative, with the objective of resolving the matter informally.
- b. If the informal resolution is not agreeable to grievant, a formal written statement of the grievance shall be submitted to the principal/immediate supervisor within eight (8) school days after the informal meeting. The principal shall render a written decision to all parties within ten (10) school days after receipt of the written grievance.
- c. Should the interpretation of, or alleged violation of the application of the terms of this Agreement, cited as the grounds for the grievance, not be attributable to the grievant's immediate supervisor or principal, the grievant may move the matter directly to Level Two.

Should the grievant proceed directly to Level Two, a twenty (20) school day timeline for an initial discussion of the matter and an eight (8) school day timeline for filing the matter in writing shall apply. Thereafter, the timelines outlined in the remainder of this Article shall apply.

4. Level Two - Superintendent

If the employee is not satisfied with the disposition of his grievance at Level One, he may appeal the supervisor's decision to the Superintendent. The appeal to the Superintendent must be made within five (5) school days of receiving the decision of Level One. It must be in writing and must set forth the grounds on which the grievance is based. The Superintendent shall then confer with the concerned parties and will attempt to resolve the matter as quickly as possible. The Superintendent shall communicate his decision in writing, along with supporting references, to all parties within ten (10) school days after receiving the grievances.

5. Level Three - Board of Education

If the grievance is not settled after reaching the Superintendent, the grievant and/or Association may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent, within five (5) days after the Superintendent's decision is rendered at Level Two, and he shall forward the request to the Board. The Board shall review the grievance and may hold a hearing on the matter, and shall render a decision in writing within thirty (30) calendar days.

6. Level Four - Arbitration

If a grievance an employee is not resolved after review by the Board, it may be referred by either party to arbitration by written notice to the other party within thirty (30) working days of the decision rendered at Level Three of this grievance procedure. The rules of the Public Employment Relations Commission shall be followed in selecting an arbitrator and in the arbitration procedures. The arbitrator, in making his award, shall limit himself to the issues submitted to him and shall consider nothing else. He shall not alter any part of the Agreement between the parties. The decision of the arbitrator shall be binding. The Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings with recommendation. The expense and salary for the services of the arbitrator shall be shared equally by the Board and the Association representing the employee.

D. Confidential Material

All meetings and hearings under the grievance procedures outlined in the four levels shall not be conducted in public. The Board and the employee shall mutually respect confidence regarding the public disclosure of the nature of the grievance through all levels of this procedure.

ARTICLE IV

EMPLOYEE RIGHTS

A. Required Meetings or Hearings

Whenever any unit member is required to appear before any administrator or supervisor, the Board or any committee member, representative or agent, thereof, concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have representative(s) of the Association present to advise him and represent him during such meeting or interview.

B. Criticism of Teachers

Any question of criticism by a supervisor, administrator or Board member, of a teacher or his instructional methodology, shall be made in confidence and not in the presence of students, parents, or other public gatherings.

C. Association Identification

No unit member shall be prevented from wearing pins or other identification of membership in this Association or any other organization.

D. Insurance for Personal Property

The Board shall provide insurance coverage for personal property of employees while on premises and during the performance of their duties to the extent covered under Section I. of the school physical damage policy.

E. Discipline of Employees

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 pursuant to law. Discipline may include oral and/or written reprimands, increment withholding, suspensions without pay if consistent with law, and mid-contract discharges consistent with the law, but shall not include the non-renewal of a non-tenured teacher for performance related reasons. All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed 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.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association in response to reasonable requests, all available information that is public record, which may be necessary for the Association to process any grievance or negotiations.

B. Released Time for Meetings

Whenever any representative of the Association or any unit member participates in mutually scheduled meetings during working hours in negotiations, grievance proceedings, conferences or other meetings, he/she shall suffer no loss in pay.

C. Use of School Buildings

The Association and its representatives shall have the privilege of using school buildings at all reasonable hours for meetings, following approval by the principal. The principal shall be notified in advance of the time and place of all such meetings.

D. Use of School Equipment

The Association may use school facilities and equipment including typewriters, copy machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use, with permission of the principal. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and/or any repairs necessitated as a result thereof.

E. Bulletin Boards

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and teacher's dining room. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. The location of the bulletin boards in each room shall be designated by the administration. Copies of all materials to be posted on such bulletin boards shall be given to the building principal, but no approval shall be required.

F. Mail Facilities and Mail Boxes

The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration.

ARTICLE VI

WORK YEAR

A. Teaching Staff -

1. In School Work Year

The school year for all staff, other than new teachers, shall be 184 days, 180 of which shall be instructional days. The four (4) non-student contact days will be administratively scheduled. New teachers may be required to attend one (1) additional day for orientation. Staff shall attend one (1) Back to School night in the Fall of the school year and an Open House night in the Spring of the school year without additional compensation.

a. Definition of In School Work Year

The in school work year shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.

b. Inclement Weather

Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.

B. Support Staff

1. Secretarial Work Year

Twelve month secretaries shall work all weekdays inclusive of September 1 through June 30 of the school year with the exception of the days listed in the school calendar as holidays for teaching staff members. During the month of July secretarial staff members shall have Independence Day as a scheduled holiday.

2. Custodial Work Year

Twelve month custodians shall work all weekdays inclusive of September 1 through June 30 of the school year, with the exception of fourteen (14) holidays to be scheduled by the administration in conjunction with the school calendar. Two (2) of such scheduled holidays shall include the day after Thanksgiving and Christmas Eve. During the month of July custodial staff shall have Independence Day as a scheduled holiday.

3. Aide Work Year

- a. Instructional aides work the teacher calendar.
- b. Non-instructional aides hired after July 1, 1999 work the days that students are present. *The two (2) non-instructional aides hired prior to July 1, 1999, shall continue to work the teacher calendar.*

C. Posting of Calendar

The calendar for the ensuing year will be posted. A copy will be provided to the Association President.

D. Support Staff - Vacations

1.a. Secretaries earn vacation according to the following schedule:

- [1] After one (1) full year of employment from date of hire - ten (10) vacation days.
- [2] After two (2) full years of employment from date of hire - fifteen (15) vacation days.

1.b. Custodial and maintenance staff earn vacation according to the following schedule:

- [1] After one (1) full year of employment from date of hire: ten (10) vacation days
- [2] After five (5) full years of employment from date of hire: fifteen (15) vacation days
- [3] After ten (10) full years of employment from date of hire: twenty (20) vacation days.

2. All vacation must be used during the normal summer vacation period immediately following the contract year, or during the contract year in which it was earned, with permission of the Superintendent. Vacation time may not be carried over or accumulated. Exceptions may be approved by the Superintendent.

ARTICLE VII

WORK HOURS AND WORKLOAD

A. Teachers

1. Teacher's Day

- a. No teacher shall be required to report for duty earlier than fifteen (15) minutes before the opening of the pupil's school day and shall be permitted to leave fifteen (15) minutes after the close of the pupil's school days. The teacher's workday shall not exceed seven (7) hours.
- b. Teaching staff members shall indicate their presence for duty at the start of the workday, by signing their initials in a sign-in book in the main office. At the end of the workday, teaching staff members shall appropriately initial that they are leaving the building.
- c. Extra Pay For Extra Service

Salary schedules for extra services are set forth in Schedule "B" which is attached hereto and made a part of.

2. Lunch and Break Periods

a. Lunch Period

Teachers shall have a daily duty-free uninterrupted lunch period of at least thirty-five (35) minutes which will be part of the workday.

b. Break Periods

All personnel shall receive one duty-free uninterrupted a.m. and p.m. break of fifteen (15) minutes in length. When administratively possible, this break shall be scheduled within a reasonable proximity of the mid-point of the morning or afternoon session, unless a staff member specifically requests otherwise. The administration will explore the possibility of providing aide coverage for teachers during this break time.

B. Support Staff Day

1. Secretaries and clerks work eight (8) hours per day with one (1) hour for lunch and two fifteen (15) minute breaks.

2. a. Day Shift Custodians

Day shift custodians work eight and one-half (8-1/2) hours per day with one-half (1/2) hour for lunch and two (2) fifteen (15) minute breaks.

b. Evening and Night Shift Custodians

Evening and night shift custodians work eight (8) hours per day, with one-half (1/2) hour for lunch and two (2) fifteen (15) minute breaks.

3. Aides work six (6) hours per day, with one-half (1/2) hour for lunch and two (2) fifteen (15) minute breaks. The Superintendent, with Board approval, may assign aides to work beyond their normal workday if, in the administration's determination, they are needed. Compensation for any hours worked shall be based upon the agreed upon hourly rate. (See Schedule A - Exhibit VII)

C. Leaving the Building

Employees may leave the building during their scheduled duty-free lunch period without requesting permission. Employees shall notify the main office when leaving the building during lunch time and shall notify the main office when they return to the building.

D. Meetings

1. Faculty and Other

Teachers may be required to remain after the end of the regular workday, without additional compensation, for the purpose of attending faculty or other professional meetings up to ten (10) meetings each school year scheduled at the discretion of the administration. These meetings shall begin five (5) minutes after student dismissal time. Nine (9) of these meetings shall last for no more than thirty (30) minutes. One (1) meeting may last up to one (1) hour. No more than two (2) meetings will be regularly scheduled within any one (1) calendar month.

Whenever possible, the administration will provide forty-eight (48) hours' notice of the meeting by providing teaching staff members with an agenda. In cases of an emergency, as determined by the administration, a meeting may be called with less notice upon notification of the Association President of the reason for calling the meeting.

2. Association Right to Speak

An Association representative may speak to the teachers at the close of any meeting for the length of time needed.

3. Attendance for all staff members at the district Open House is mandatory, unless the staff member is excused by the Superintendent of Schools.

E. Custodial Call Back

1. Custodians called back to work will receive a minimum of two (2) hours pay.
2. Pay shall be at the Extra Hourly Rate in Exhibit V.
3. If a custodian is assigned by the Administration to work on a Sunday or on one of the fourteen (14) holidays established by the Board, one and one-half (1½) times the Extra Hourly Rate shall apply.
4. It is a necessary part of the job description of custodial and maintenance employees to respond to call-backs for weather related problems. Employees who do not respond may only do so based upon documented illness or emergency.

ARTICLE VIII

SALARIES

A. Schedule A

The following salary schedules for **2005-2008** are attached and become a part hereof.

Exhibit I: Teachers 2005-2006	Exhibit V: Custodians 2005-2008
Exhibit II: Teachers 2006-2007	Exhibit VI: Maintenance Technician 2005-2008
Exhibit III: Teachers 2007-2008	Exhibit VII: Aides 2005-2008
Exhibit IV: Secretaries 2005-2008	Exhibit VIII: Food Services Technician I & II 2005-2008
	Exhibit IX: Computer Technician I & III 2005-2008

NOTE: Compensatory Time – LPN staff : the current practice of granting compensatory time to LPH staff shall be continued. If the Superintendent does not grant requested compensatory days, LPN staff will paid for those days at their current *per diem* rate.

B. Methods of Payment

1. Ten (10) Plus One (1) Month

Each teacher employed ten months plus one month shall be paid in twenty-four (24) equal semi-monthly installments. The pay dates shall be set as the fifteenth (15th) and the last day of each month.

2. Ten (10) Month

Each teacher employed on a ten ((10)) month basis shall be paid in twenty (20) equal semi-monthly installments. The pay dates shall be set as the fifteenth (15th) and the last day of each month.

3. Summer Pay Plan

Each unit member may individually elect to have ten percent (10%) of his salary deducted from his pay. These monies shall be deposited with the credit union in the teacher's name within three (3) working days of each payday. Upon written request, the Association will be provided with proof of mailing.

4. Exceptions

When a pay date falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the previous working day. If a pay day falls on a Monday, pay will be received on the previous Friday.

5. Final Pay

Each ten (10) month teacher shall receive his/her final pay on his/her last working day in June. Each eleven (11) month teacher shall receive his/her final pay on his/her last working day in August. ***Checks shall only be issued if the employee has completed all of the required check out procedures.***

6. ***Direct Deposit***

a. ***Direct deposit shall be provided for employee pay checks.***

b. ***If an employee is terminating employment with the district, either during or at the end of the school year, direct deposit for his/her last check will be discontinued by the district. The last check will be issued upon completion of all required check out procedures.***

c. For employees enrolled in direct deposit, except twelve (12) month non-instructional employees, the last check of the school year shall be issued as a

paper check and direct deposit shall be suspended. Unless the employee notifies the Business Administrator to withdraw him/her from direct deposit, with the start of the next school year, the employee shall automatically be re-enrolled in the direct deposit of his/her check.

- d. The Business Office will establish procedures for enrolling and terminating direct deposit participation.*

C.1. Placement on the Salary Guide

Each unit member shall be placed on his/her proper step of the salary guide as of the beginning of the school year. Any teacher 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 with the approval of the Superintendent in accordance with "D" below.

C.2. Placement on the Provisional Guide

- [a] All individuals hired for a teaching position with a Certificate of Eligibility or a Certificate of Eligibility with Advanced Standing, for a position which requires a certificate issued by the State Board of Examiners shall be placed on the Provisional Guide for one (1) year and then moved to the correct guide if re-employed for the following school year.
- [b] All individuals hired for a teaching position for which no certificate is required will be placed on the Provisional Guide for the first year. If offered a second [2nd] year contract, the individual shall be placed on the "Cert" Guide or the appropriate column based upon educational attainment.

C.3. Mentoring

Whereas the State of New Jersey has provided direction and funding for the first year of the mentoring of traditionally prepared novice teachers, special education novice teachers and alternate route novice teachers pursuant to N.J.A.C. 6:11-14 et seq, and;

Whereas the Administrative Code in § 14.8(d) provides direction for the uses of such State funding, and;

Whereas the Board and the Association desire to provide direction for the mentoring program and the use of such funds within this school district, therefore;

Be it agreed that the district will comply with N.J.A.C. 6:11-14 et seq in establishing a mentor program and selecting mentors for novice teachers within the district, and;

Be it agreed that as long as the State of New Jersey provides funding to the district for use in the first year mentoring of novice teachers, the Board agrees that it will reimburse novice teachers for up to \$550 in mentoring costs and alternate route novice teachers up to \$1,000 in alternate route mentoring costs, and;

Be it further agreed that should the State of New Jersey increase its first year funding or expand its funding to a second year of mentoring, the parties shall meet to discuss any cost reimbursement arrangement, and;

Be it further agreed that such reimbursement shall take place subsequent to the successful completion of the novice or alternate route teachers' first year of employment within the district, and;

It is also agreed that should the State of New Jersey fail to fund the mentoring program, the reimbursement of mentoring fees shall cease pursuant to this agreement and the provisions of Article XVIII:B.6 of the collective bargaining agreement shall control.

D. Credit for Teaching Experience

Credit up to the maximum step of any salary level on the Teacher Salary Schedule may be given for previous outside industrial experience or previous teaching experience in a duly accredited school upon initial employment in accordance with the provisions of Schedule "A".

E. Returning to the District

A unit member with previous experience in the Cumberland County Vocational School District may, upon returning to the system, receive full credit on the Salary Schedule for all outside job experience and military experience in accordance with the provisions of Schedule "A".

F.. Notification of Contract and Salary

Teachers shall be notified of their contract and salary status for the coming year according to law, currently May 15th.

ARTICLE IX

TEACHER ASSIGNMENT

A. Assignment Criteria

Teachers shall only be assigned to teach in areas for which they hold a teaching certificate issued by the New Jersey State Board of Examiners.

B. Traveling Expenses

Employees who may be required to use their own automobiles in the performance of their duties and employees who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate established by the IRS for all driving done between arrival at the first location at the beginning of their workday, provided, however, that if the distance from the home of the employee to his first location or from his last location to his home is greater than the distance between the home of the employee and his base school, he shall be reimbursed for the difference at the rate established by the IRS. There shall be no reimbursement for commuting from the home to the job.

ARTICLE X

UNIT VACANCIES AND PROMOTIONS

A. Vacancies in unit positions shall be posted to allow ten (10) days notice, except in cases of emergency. A copy of said notice shall be provided to the Association President. During the summer months, the President of the Association shall be provided a copy of any unit vacancy posting, by mail, at his/her last know address.

B. Promotional positions are defined as follows: Positions on the administrator-supervisory level of responsibility, *or confidential secretarial positions*.

1. Date of Posting

When school is in session, a notice shall be posted in each school as far in advance as practical, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association President at the time of posting. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing, the receipt of all such applications.

2. Application Procedure

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 name to the

Superintendent together with the position(s) for which they desire to apply. The Superintendent shall notify the Association of any vacancy. Such notice shall be sent as far in advance as practical.

C. Criteria for Notice

In both situations set forth in Section A. above, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth.

D. Notification

All qualified employees shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. Appointments shall be posted in the schools or notification shall be given to all interested employees. Announcement of appointments shall be made by posting a list in the office of the central administration and in each school building. The list shall be given to the Association and will indicate which positions have been filled and by whom.

ARTICLE XI

EMPLOYEE EVALUATION

A. Teacher Evaluation

1. The Board will comply with the New Jersey Administrative Code.

2. General Criteria

a. All monitoring or observations of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be strictly prohibited.

b. Evaluation Procedures

(1) Pre-evaluation conference shall be held with the evaluator.

(2) The post evaluation conference between the teacher and the evaluator shall be held within five (5) school days after the evaluation.

(3) A draft copy of the completed evaluation shall be presented to the teacher within three (3) school days following the observation.

(4) Within ten (10) school days of the post evaluation conference, the employee may submit a rebuttal to be attached to the evaluation.

c. No teacher shall be required to sign a blank or incomplete evaluation form.

3. Assistance for Teachers

Within any one (1) week, a teacher who shall so request shall be granted at least thirty (30) minutes of counseling with his/her immediate supervisor. Such meetings shall be scheduled within the teacher work day and the teacher released from other duties.

B. Support Staff Evaluations

1. Support Staff shall be evaluated by their immediate supervisor according to the following schedule:

a. Secretaries:

Non-tenured - a minimum of two (2) times per year.

Tenured - a minimum of one (1) time per year.

b. Custodians and Aides:

A minimum of two (2) times per year.

2. Support staff shall be evaluated on an ongoing basis. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be prohibited.

3. An evaluation conference shall be held with each employee with his immediate supervisor.

4. Within ten (10) school days of the post evaluation conference, the employee may submit a rebuttal to be attached to the evaluation.

C. Personnel Records

1. File

An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive one copy, at Board expense, of any document contained therein. An employee shall be entitled to have representative(s) of the Association accompany him/her during such reviews.

2. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall receive a copy of all derogatory material to be placed in his/her file and shall acknowledge receipt of said copy by affixing his/her signature to the file copy. Refusal to do so shall constitute grounds for disciplinary action. The employees shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

3. No Separate File

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

D. Termination of Employment

Whenever possible, the final evaluation of a teaching staff member who resigns or is terminated, shall be completed prior to thirty (30) days before the teaching staff member's last day of work. No materials shall be included in the teaching staff member's personnel file other than in accordance with the provisions of this Article.

Should the Board of Education wish to include materials in the personnel file of a former teaching staff member who has resigned or was terminated, subsequent to the teaching staff member's last day of work, a copy of said material shall be forwarded by certified mail to the last known address of the former teaching staff member.

ARTICLE XII

COMPLAINT PROCEDURE

Any complaints regarding an employee made to any member of the administration by any parent, student or other person, which are used in any manner for the evaluation of the employee, shall be promptly investigated and called to the attention of the employee. The employee shall be given an opportunity to respond to and/or rebut such complaint, and shall have the right to be represented by the Association at any meeting or conference regarding such complaint.

ARTICLE XIII

SPECIAL CLOTHING

By the beginning of the school year, the Board shall provide over garments for shop instructors and teacher aides who must cover normal classroom attire in areas where there is danger of burning, oil splash, paint or other chemicals which may damage their classroom attire.

Custodians will be provided with three (3) long sleeve shirts, two (2) short sleeve shirts, and two (2) pairs of long pants. Custodians shall be responsible for the care and maintenance of their uniform. Uniforms must be worn at all times while on duty in the District. Coveralls will be provided at the building for use when needed.

ARTICLE XIV

INSTRUCTIONAL COUNCIL

With the implementation of the rules and regulations pertaining to Thorough and Efficient Education (N.J.A.C. 6:8 et seq.), the Board shall meet and consult with the Association on implementation in the district of any educational changes which are mandated or suggested by N.J.A.C. 6:8 et seq. Any implementation of policy affecting terms and conditions of employment shall first be negotiated with the Association.

ARTICLE XV

SICK LEAVE

A. Accumulative

As of September 1, 1976, all teachers employed shall be entitled to one (1) sick day per working month--10 months - 10 sick leave days per school year as of the first official day of said school year whether or not they report for duty on that day. All teaching staff members employed on a ten plus one (10+1) month basis shall be entitled to eleven (11) sick days per school year. Unused sick leave days shall be accumulated from year to year with no maximum limit. All support staff members employed on a twelve (12) month basis shall receive twelve (12) sick days. Less than full time employees shall receive sick leave and personal time pro-rated in relationship to their fractional work year. This provision does not apply to part-time hourly employees.

B. Non-Accumulative Sick Leave

Non-accumulative additional sick leave benefits may be allowed to employees upon due consideration by the Board of Vocational Education.

C. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than October 30 of each school year.

D. Retirement

The Board will pay for accumulated unused sick leave, at retirement under one of the definitions promulgated by the T.P.A.F., for an employee with fifteen (15) years or more of service within the district pursuant to the following:

CERTIFICATED STAFF MEMBERS

- [1] To qualify for payment for unused sick leave at retirement under the terms outlined in [2], the certificated employee must have a minimum accumulation of one hundred (100) sick leave days.
- [2] If a certificated employee provides notice of a retirement no later than two hundred (200) calendar days prior to the effective date of the retirement, the daily rate for compensation for separation pay shall be seventy-five dollars (\$75) for the first one-hundred (100) days and one hundred dollars (\$100) for each additional day up to the maximum pay out of \$17,500.

Effective July 1, 2007, for days above the first one hundred [100], the daily rate for compensation shall increase to one hundred twenty-five dollars (\$125) to a maximum payout of \$20,000.
- [3] Payment under [2] above shall be made according to the following schedule:
 - [a-1] employees who retire by December 31st of a school year are eligible for payment for one-half (½) of their total for unused sick leave *in the February 15th pay period* of the school year during which they retire.
 - [a-2] said employees shall receive the second one-half (½) payment *in the January 15th pay period* one (1) year following actual retirement.
 - [b-1] employees who retire by June 30th of a school year are eligible for payment for one-half (½) of their total for unused sick leave *in the July 15th pay period* on July 1st of the school year following the year of actual retirement.
 - [b-2] said employees shall receive the second one-half (½) payment *in the July 15th pay period* one (1) year following actual retirement
- [4] A certificated employee who has provided notice of retirement pursuant to [2] above and who utilizes incidental sick leave after the acceptance by the Board of the notice of

- retirement that is not supported by verification of the medical necessity for such leave from a qualified physician shall have his/her full *per diem* rate deducted from the payment for unused sick leave entitlement under [2] for each day the employee is absent.
- [5] If a certificated employee fails to provided the notice required in [2] above, or if the employee does not have 100 accumulated sick leave days, accumulated days for certificated employees shall be reimbursed at forty-five dollars (\$45) per day for a maximum pay out of \$3,750. Said payment shall be made subsequent to July 1st of the school year following the year in which the employee actually retires.
- [6] If an employee dies after having his/her notice of retirement accepted by the Board, but prior to the completion of payments for unused sick leave, the payments due shall be paid to the employee's estate pursuant to the schedule outlined in [3] or [5] above.

NON-CERTIFICATED STAFF MEMBERS

- [1] To qualify for payment for unused sick leave at retirement under the terms outlined in [2], the non-certificated employee must have a minimum accumulation of fifty (50) sick leave days.
- [2] Employees shall be reimbursed at *fifty*-five dollars (\$55) per day for a maximum pay out of \$5,000. Said payment shall be made subsequent to July 1st of the school year following the year in which the employee actually retires.
- [3] If an employee dies after having his/her notice of retirement accepted by the Board, but prior to the completion of payments for unused sick leave, the payments due shall be paid to the employee's estate.

ARTICLE XVI

TEMPORARY LEAVES OF ABSENCE

A. Personal Leave

1. Personal leave with prior approval of the Superintendent may be granted for a maximum of two (2) days in any one year.
 - a. A formal request shall be submitted to the Superintendent requesting personal leave and the date of the absence.

- b. This request shall be submitted no later than five (5) days prior to the anticipated absence. Only in emergencies may this limitation be waived.
 - c. All personal leaves are official only after receipt of the Superintendent's or his designee's approval.
 - d. Employees serving as jurors who are unable to obtain an exemption for jury duty shall receive full pay.
 - e. Unused personal days will be added to accumulated sick leave.
2. Personal leave may not be used in conjunction with vacation on the working day before or the working day after a holiday.

B. Bereavement Leave

Bereavement leave may be allowed for:

- a. *Up to four (4) days leave for the death of a spouse, child, step-child residing in the same household, grandchild, parent of the employee, or domestic partner with the submission of a New Jersey Certificate of Domestic Partnership.*
- b. Up to three (3) days leave for death of *an employee's* grandparent, sibling or mother/father-in-law.
- c. One day leave for death of any other relative or a close friend.
- d. *The leaves taken under this provision must be consecutive days.*

C. Family Illness Leave

1. For 2003-2004, an employee who has unused personal days at the end of the 2002-2003 school year may establish an initial family illness bank with up to two (2) of those days by transferring said days to a family illness bank.
2. At the end of 2003-2004, the employee may transfer, at his/her discretion, up to two (2) unused personal days (from the 02-03 year) into the family illness bank, to create a maximum of four (4) available days for the 2004-2005 school year.

3. At the end of each succeeding academic year, the employee may transfer, at his/her discretion, up to two (2) unused personal days into the family illness bank, to create or retain a maximum of five (5) available days for the ensuing school year.
4. Any unused personal days that are not transferred to the family illness bank will accumulate as unused sick leave pursuant to Article XVI:A.1.d.
5. The maximum number of days that may be included in the available family illness leave bank is five (5).
6. Once leave days have been transferred to the "family illness leave" bank, such days may not be transferred back to sick leave and shall not be eligible for reimbursement at retirement pursuant to Article XV:D.
7. The maximum number of "family illness leave" days that may be utilized by an employee in any one school year is five (5).
8. Family illness days may be utilized for illness of the employee's spouse, child, or parent. The employee must provide medical verification of the need for them to utilize such a day within forty-eight (48) hours after their return to work.
9. At the sole discretion of the Superintendent based upon a written request from the employee, "family illness leave" and accumulated personal days may be combined and used consecutively to a maximum absence of seven (7) consecutive work days. Denial of such approval shall not be subject to the grievance procedure herein outlined.
10. The Business Office shall create a form upon which the employee shall indicate the number of unused personal days, if any, he/she wishes to transfer to the "family illness leave" bank at the end of the school year. The employee shall complete, sign and submit the form on a schedule to be determined by the Business Office. Failure to submit the form according to the required procedure shall result in forfeiture of the right to transfer leave to the "family illness leave" bank for the coming school year.
11. Use of leave under this provision does not affect state or federal family leave entitlements.
12. Each employee will be provided with a yearly accounting of his/her family illness bank at the same time sick leave is accounted for.

ARTICLE XVII

CHILD REARING LEAVES

- A. 1. Whenever possible, leaves for staff members shall commence and terminate at natural breaks in the school year; i.e. the end or beginning of a marking period or the end or beginning of a semester. Non-tenured staff members granted a leave shall not have said leave extended beyond the end of the school year in which it is granted.
2. Any tenured staff member granted leave shall, upon return from leave, be restored to the position vacated at the commencement of said leave if possible, or to a substantially equivalent position.
3. Benefits
- All benefits to which an employee was entitled at the time of her leave of absence shall be restored upon her return. Full medical benefits shall be granted for ninety (90) days after unpaid leave starts. The employee may purchase benefits after ninety (90) days, at the group rate.
4. Extensions and Renewals
- All extensions or renewals of leaves shall be applied for and granted in writing. *All approvals of requests for extensions or renewals are at the discretion of the Board of Education.*

ARTICLE XVIII

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Pay and Expense for Training

The Board agrees to pay the full cost of tuition incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or other such sessions that a staff member attends with Administrative approval. *He/She will be compensated at the hourly rate shown on the salary guide for actual hours of class attendance on a Saturday, Sunday, holiday or during a period when school is closed for students, if the employee has been required by the Superintendent to attend the professional development activity. The employee will be required to provide written proof of the hours attended when requesting payment.* VICA and student activities are excluded.

B. College Credit Reimbursement

1. The Board agrees to reimburse certificated employees for the cost of tuition for *graduate level* courses, beyond *the B.A. Degree pursuant to the following schedule:*

For a grade of "C" or better, 100% reimbursement up to the cap

For a grade of less than "C", no reimbursement

In a "Pass/Fail" course, if the employee can provide documentation that the course was only offered on a "Pass/Fail" basis, a grade of "Pass" will be treated as a "C" of better.

The foregoing shall also apply to non-certified course work.

Coursework for certificated staff needs prior approval of the Superintendent and must be credits in Education or in the area of certification/job responsibility.

3. Coursework for non-certificated staff needs prior approval of the Superintendent and must be directly related to the employee's area of job responsibility.
4. Verification of all courses *completed* shall be submitted by October 1 each year, following the academic year in which courses are taken. *The employee must submit an official transcript indicting the grade received for the course.* The Board shall not reimburse for any courses taken that are subject to reimbursement by other agencies.
5. Maximum reimbursement amounts:

<u>Certificated Staff</u>	<i>2005-2006</i>	<i>\$1,850</i>
	<i>2006-2007</i>	<i>\$1,900</i>
	<i>2007-2008</i>	<i>\$1,950</i>

Support Staff *2005-2008*

Secretaries	<i>\$1,100</i>
Custodians, <i>Maintenance, Food Service</i>	<i>\$ 550</i>
Instructional Aides, <i>Computer Technicians</i>	<i>\$1,100</i>

6. Teachers new to Cumberland County Technical Education Center shall pay the mentoring fees involved with their employment through payroll deductions. Upon achievement of tenure within the district, the employee shall be reimbursed by the Board of Education for said fees. [See Article VIII:C.3 regarding Mentoring]

- C. Teaching staff members who take non-degree courses (for certificates or for technical skills enhancement) that are directly related to the teacher's instructional responsibility, shall be reimbursed up to one thousand seven hundred and fifty dollars (\$1,750) for course fees only. Travel, lodging, and food expenses are not eligible for reimbursement. Packaged courses that include lodging and food expenses as part of the package may be submitted to the Superintendent for consideration for reimbursement within the maximum allowable amount. The teaching staff member seeking reimbursement for such course work must receive written approval from the Superintendent prior to taking the course and must submit a written report to the Superintendent regarding the value of the course to the teacher's instructional responsibilities, prior to reimbursement.
- D. Part-time employees are eligible for tuition and course reimbursement on a pro-rated basis equivalent to their employment status.
- E. Employees serving on a local, county or state professional development committee shall be eligible of release time for these activities at the discretion of the Superintendent.

ARTICLE XIX

INSURANCE PROTECTION

A. Full Health Care Coverage

1. **a.** As of the beginning of the school year, the Board shall provide the health care insurance protection known as the State Health Benefits Plan coverage with the HMO option.

As of November 1, 2005, the medical coverage shall be changed to the Aetna-U.S. Healthcare Plans: Patriot X and Patriot V.

- b.** The Board shall pay the full premium for each eligible unit member and in cases where appropriate, for family plan insurance coverage.

- c.** ***Employees who believe that the medical coverage under the Aetna-U.S. Healthcare Plan is not equal to the N.J.S.H.B.P. and its level of benefits in effect as of July 1, 2004, may file a grievance pursuant to the contractual provision after complying with the following procedure:***

- 1. all appeals through the Board's insurance consultant and Aetna must be exhausted.***
- 2. the employee and/or the Association may file directly with the Board of Education through the Superintendent's office.***

3. *the Board and the Association agree to suspend the grievance timelines during the insurance company appeals process.*
 4. *when the employee and/or Association submits the claim to the Board, they/it must submit all documentation of the process to the Board of Education.*
2. *Prior to November 1, 2005, the Board shall provide the New Jersey State Prescription Plan.*

Effective November 1, 2005, the prescription plan shall be changed to a carrier providing a co-pay of:

RETAIL: *\$5.00 for generic drugs & \$10.00 brand name drugs
[up to 30 day supply]*

MAIL ORDER: *\$5.00 for generic drugs & \$10.00 brand name drugs
[up to 90 day supply]*

The Board's contribution towards the cost of that plan shall be capped at:

<i>2005-2006</i>	<i>\$2,000</i>
<i>2006-2007</i>	<i>\$2,100</i>
<i>2007-2008</i>	<i>\$2,200</i>

3. A dental and an optical plan will be offered, subject to the following provisions:
- a. The Board's contribution towards the combined cost of the dental and optical plan shall not exceed the amount shown for any one employee. This amount shall not be used to calculate an aggregate cost for the unit.

<i>2005-2006</i>	<i>\$750</i>
<i>2006-2007</i>	<i>\$800</i>
<i>2007-2008</i>	<i>\$850</i>

- b. All eligible unit members shall participate in these plans.
- c. The choice of carriers for the dental and optical plans is reserved to the Board of Education as long as benefit levels and administration of the plans are substantially equivalent. The plans offered shall be:

Dental: Delta Advantage Plus Program and Delta Preferred. The Delta Preferred plan shall include Orthodontic coverage at a \$1,200 lifetime benefit level, per patient, for child orthodontic services. Said \$1,200 limit shall be separate from the annual maximum for the base program. A minimum of ten

(10) employees must enroll in the Delta Preferred Program for the group to be eligible for this benefit.

Optical: The Spectera Plan shall be offered.

4. Employees hired after October 17, 1997 shall not qualify for health benefits as provided in this article unless the employee works a minimum of thirty (30) hours per week. Employees hired prior to this date, who have benefits as of that date, shall not be subject to this provision.
5. Employees hired after October 17, 1997 shall not be eligible for dental or optical coverage until the start of their third (3rd) consecutive year of employment within the District.
6. Effective July 1, 2003, new employees hired on Step 7 or above of the salary guide shall be entitled to medical and prescription coverage pursuant to Article XIX:A.1 and A.2 and single dental and single optical coverage until the start of the employee's third [3rd] year of employment.
7. Effective July 1, 2003, new employees hired on Step 6 or below of the salary guide shall be entitled to medical and prescription coverage pursuant to Article XIX:A.1. and A.2. Dental and optical coverage shall be pursuant to Article XIX:A.5 unless the employee reaches Step 7 of the salary guide prior to his/her third [3rd] consecutive year of employment.

B. Description to Employees

The Board shall provide to each employee a description of the health care insurance coverage provided under this Article no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage.

C. Income Protection Plans

The Superintendent shall permit representatives of *one (10 NJEA endorsed income protections plan* and representatives from two (2) other income protection plans to meet with employees for the purpose of enrolling new members and permitting present members to adjust their coverage at faculty meetings on a district or building level at the request of the Association. Requests for such meetings shall be made no more than one (1) per year. It is agreed that the income protection plan representatives shall be permitted a minimum of twenty (20) minutes for the meeting.

D. *The Board will provide an I.R.S. §125 Premium Only Plan for the payment of the employee's premium contributions.*

ARTICLE XX

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. Voluntary Deduction of Association Dues

The Board agrees to deduct from the salaries of its employees, dues for the CCVTEA Association, the Cumberland County Education Association, the New Jersey Education Association, or the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of the 1979 (NJS 52:14-15.92) and under rules established by the State Department of Education. Said monies together with current records of any correction shall be transmitted to such persons as may from time to time be designated by the CCVTEA by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate Association or Associations.

2. Current Rate of Membership Dues

Each of the Associations named above shall certify to the Board in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Non Members

1. All non members of the Association represented under the terms and conditions set forth in this Agreement shall have an amount equivalent of 85% of current membership dues deducted from their salaries, payable to the Association, to cover those costs involved in representing them. Any unused portions of this fee shall be refunded by the Association at the end of each current school year.
2. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

C. Credit Union

Payroll deductions will be made upon request for employees joining the Cumberland School Employees Federal Credit Union.

ARTICLE XXI

MISCELLANEOUS PROVISIONS

A. Board Policy

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

B. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If

an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other; pursuant to the provision(s) of this Agreement, either party shall do so by certified letter at the following addresses:

1. If by Association, to Board at:

c/o Board Secretary
Cumberland County Technical Education Center
601 Bridgeton Avenue
Bridgeton NJ 08302

2. If by Board, to Association at:

c/o President of Association
601 Bridgeton Avenue
Bridgeton NJ 08302

ARTICLE XXII

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of *July 1, 2005 and shall continue in effect until June 30, 2008*, subject to the Association's right to negotiate the following as defined in Article II above:

B. Status of Incorporation

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

Cumberland County Vocational
Education Association

Cumberland County Board of
Vocational Education

By: _____
President

By: _____
President

By: _____
Secretary

By: _____
Secretary

Date: _____

Date: _____

SIDEBAR AGREEMENT

The parties agree that the Board of Education will pay for the materials for the printing and distribution of the contract, and the Association will do the actual printing work during non-work hours.

The parties agree to form a joint committee to examine and recommend to the Board of Education a revised teacher evaluation document.

SIDEBAR AGREEMENT

Should the Cumberland County Board of Vocational Education determine to implement a full-time educational program at the Cumberland County Technical Education Center, it is agreed that the parties shall re-open contract negotiations to bargain with regard to terms and conditions of employment for unit members affected by the establishment of the full-time program.

SIDEBAR AGREEMENT

The Board and the Association agree that the positions of Title IX, 504 Coordinator and Saturday Detention and that the following provisions shall apply:

- a. the positions will be posted annually
- b. the teacher serving in the positions shall be paid the hourly rate for teachers for the actual hours worked
- c. if no teacher *or aide* applies for the *posted* Saturday Detention position, staff members may be assigned on a rotating basis. An alpha list of staff will be utilized for assignment purposes.
- d. the Association understands that extracurricular provisions may be filled by assignment if no one applies for same.

SIDEBAR AGREEMENT

It is a necessary part of the job description of custodial and maintenance employees to respond to call-backs for weather related problems. Employees who do not respond may only do so based upon documented illness or emergency.

Schedule B

The following stipends shall be paid for extra services:

Coordinators	<i>2005-2006</i>	<i>\$2,050</i>
	<i>2006-2007</i>	<i>\$2,150</i>
	<i>2007-2008</i>	<i>\$2,150</i>
Advisors*	<i>2005-2006</i>	<i>\$1,600</i>
	<i>2006-2007</i>	<i>\$1,680</i>
	<i>2007-2008</i>	<i>\$1,680</i>

Advisors are for VICA, HOSA, Student Council, Special Olympics, National Vocational Technical Honor Society and Yearbook, F.B.L.A. and other titles established by the Board.

* It is understood that the foregoing stipends are for work outside the normal workday.