

BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY

CONTRACTUAL AGREEMENT

2008 - 2011

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ARTICLE I

RECOGNITION

A. Recognition

The Board hereby recognizes the Association as the exclusive bargaining representative as defined in Chapter 301 of aforesaid laws of New Jersey concerning grievances and terms and conditions of employment for all designated personnel whether under contract, on leave, or employed on per diem basis by the Board including:

1. Category A Employees

All Certified Teachers Nurses Librarians Guidance Counselors ISS Coordinators

2. Category B Employees

Secretary (12 month)
Teacher's Aide (10 month)

3. Category C Employees (12 month)

Custodians Maintenance Personnel Receiving Clerk

The Board agrees not to negotiate with any organization other than that designated as the exclusive representative.

B. Definition of Employees

Unless otherwise indicated the term "employees", when used hereinafter in this agreement, shall refer to all employees represented by the association in the negotiating unit as defined above.

C. Discrimination Clause

The Board shall not discriminate against any person in violation of NJSA 10:5-1 EG.SEQ., the Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.

ARTICLE II

NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into collective bargaining in accordance with Chapter 123, laws of 1974 of New Jersey Statutes annotated, in a good faith effort to reach agreement. Any agreement so negotiated shall apply to all employees, be reduced to writing, and be signed by authorized representatives of the Board and the Association.
- **B.** This agreement incorporates the entire understanding of the parties on all matters with respect to items which are subject to negotiations.
- C. Nothing contained herein shall be contrary to New Jersey School Law.
- **D.** Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

ARTICLE III EMPLOYEE RIGHTS AND PRIVILEGES

A. Right To Organize

Pursuant to Chapter 123, Public Laws 1974, the Board and the Association hereby agree that every employee of the Board shall have the right to freely organize, join and support the Association for the purpose of engaging in collective bargaining and other activities for mutual aid and protection or to refrain from such activities. As a duly selected body exercising governmental powers and the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee in any way whatsoever that is contrary to any existing laws.

B. Compliance of Contracts

Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms of this agreement as to salary and the terms and conditions of employment. If an individual contract contains any language inconsistent with this agreement, this agreement, for its duration shall be controlling.

C. Discipline

No employee shall be discharged, disciplined or reduced in rank or compensation without an opportunity to discuss the action with the Superintendent and/or Board as desired. Reasons for any of the above actions will be given in writing to the involved party when requested. Any such action by the Board will be subject to the grievance procedure contained herein or any statutory review procedure, whichever is applicable.

D. Criticism of Employees

Because it may have profound effect on the employee's ability to maintain respect of students, in the classroom or the grounds, any question or criticism by a supervisor, administrator or Board member of an employee's work performance shall be made in confidence and not in the presence of students, parents or other employees.

E. Maintenance of Benefits

Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/ or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date as prescribed in the agreement.

F. Representation

Whenever any employee is required to appear before the Superintendent, the Board or any committee thereof concerning any matter which could adversely affect the continuation of the employee in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she 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/her and represent him/her during such meeting or interview.

G. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under the New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere, all rights of the Board under New Jersey School Laws or decisions, rules or regulations shall not be abrogated by this agreement.

H. Association Identification

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

I. Termination

The contract of a non-tenure employee may be terminated by either the Board or by the employee upon prior written notification of at least thirty (30) days. However, the parties acknowledge that they are in agreement that it is to their mutual benefit that terminated employees shall be made aware of the reasons for termination and be given an opportunity to be heard if requested. To that end, the Board shall provide reasons for termination and grant an opportunity to be heard to a terminated employee who has not achieved tenure.

ARTICLE IV ASSOCIATION RIGHTS

A. Use of School Facilities

1. Meetings

The Association shall have the right to use an appropriate meeting place on the second and fourth Monday of each month for the purpose of conducting their regular business. Whenever possible, notice of such use shall be verified at least three (3) days prior to date of use between the Association president or his/her designee and the Superintendent or his/her designee.

2. Emergency Meetings

In cases of emergency where the Association needs to have more than two (2) monthly meetings, the Association president or his/her designee shall apply for use of the facilities through the Superintendent or his/her designee according to school policy.

3. Use of School Buildings

The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings with the approval of the Superintendent or his/her designee, which approval shall not be unreasonably withheld.

4. Bulletin Boards

The Association shall have, in each school building, the exclusive use of a bulletin board in each faculty lounge and employee's dining room. Copies of all materials to be posted on such bulletin board shall be given to the division head and the Superintendent but no approval shall be required.

5. Mail Facilities and Mail Boxes

- A. The Association shall have the right to use the interschool mail facilities and school mail boxes as it deems necessary for all postal services which do not require United States postage and all boxes shall be marked in alphabetical order and officers of the Association shall be designated. Administrative approval for the material inserted shall not be necessary.
- B. Use of school e-mail for Association business shall be permitted as long as such use conforms to the District's e-mail policy.

B. Orientation Programs

The Association shall be granted a place on the agenda of all orientation meetings of new teachers.

ARTICLE V EMPLOYEE WORK YEAR

A. In-School Work Year Category A Employees and Teacher Aides

1. Ten (10) Month Personnel

- A. The in-school work year for Category A Employees and Teacher Aides employed on a ten (10) month basis (other than new personnel who may be required to attend an additional three (3) days of orientation) shall not exceed one hundred and eighty-five (185) days.
- B. Eleven (11) month employees will work the same calendar—year as ten-month employees. In addition, eleven month employees will work no more than 20 additional days over the months of July and August. These 20 days shall be determined by the immediate supervisor.

Eleven month employees who do not work the traditional work year are required to work two hundred five (205) days; schedule to be determined by the immediate supervisor.

2. Emergency School Closings

Should the schools be closed as a result of inclement weather or other emergency situation, Category A Employees and Teacher Aides attendance is not required when following conditions prevail: (a) when that day is not being counted as part of the school year, and (b) when that day will have to be made up by the Category A Employees and Teacher Aides.

B. Category B Employees Except Teacher Aides

1. Work Year

Twelve (12) month employees will in addition to holidays set forth in the school calendar, be entitled to July Fourth or, if this holiday falls on a weekend, then Friday for Saturday and Monday for Sunday; and Labor Day. Should school be in session on Columbus Day, Category B employees will receive a day off in lieu thereof mutually agreed to by the Administration and the Association. Should President's Weekend observance be less than four days, Category B Employees will receive a day off in lieu thereof mutually agreed to by the Administration and the Association.

2. Winter/Spring Break

Category B Employees will not be required to work during winter (Christmas) or Spring (Easter) break.

Category C Employees

C.

1. Paid Holidays

a. All custodians shall be entitled to the following paid holidays: Labor Day, Columbus Day, Two (2) days of NJEA Convention, Thanksgiving Day and Friday after, Dr. Martin Luther King, Jr. Day, President's Day, Good Friday, Easter Monday, Memorial Day, and the Fourth of July. In the event that school is in session on a day listed above as a holiday, the employee will work and receive another day off in lieu thereof. If the holiday (listed above), falls on Saturday or Sunday, the day declared by the County as the legal holiday shall be honored.

- b. All employees shall be entitled to two (2) days at Christmas and two (2) at New Year's as follows:
- (1) When Christmas or New Year's Day fall on a Tuesday through Friday, the days off are the holiday and the day preceding it unless school is in session. If school is in session, the employee will work and receive another day off in lieu thereof.
- (2) When Christmas or New Year's Day fall on a Saturday or Sunday, the days off are the Friday preceding and the Monday following Christmas and the Thursday and Friday preceding New Year's Day unless school is in session. If school is in session, the employee will work and receive another day off in lieu thereof.
- (3) When Christmas or New Year's Day fall on a Monday, the days off are the Tuesday following Christmas and the Friday preceding New Year's Day.

In addition, when school is closed for Rosh Hashanah or Yom Kippur, all employees shall be entitled to each as a paid holiday.

(If the day falls on a Saturday or Sunday, there is no additional day off.)

2. State of Emergency

Category C employees must report for work when school is not in session due to inclement weather unless directed otherwise by the Superintendent.

D. Vacations - (Categories B & C Employees)

1. Earned Vacation

All twelve (12) month employees shall be entitled to vacation as prescribed (A full year being a school calendar year 7/1 to 6/30.)

a. Partial year.

Employees with less than twelve (12) months of service are entitled to:

(1) **Full month (s).** One (1) day per full month worked accumulating to not exceed eleven (11) days.

(2) Partial month.

- (a) Credit for the month is earned if hired before the 16th of the month.
- (b) No credit for the month is earned if hired after the 15th of the month.
- (3) Vacation days earned during the school year can only be taken after. June 30 following their first partial year of employment.

b. Full Year.

Employees after one (1) full year receive twelve (12) vacation days beginning July 1.

c. Partial year – accumulation

Employees hired between July 1st and December 31st (partial year, but credit for full year) receive seventeen (17) vacation days beginning July 01 following the 5th consecutive year (partial year plus four full years).

Example:	Hired July 1st	Entitlement
.	10/07/01-06/30/02	2002-9 days
	07/01/02-06/30/03	2003-12 days
	07/01/03-06/30/04	2004-12 days
	07/01/04-06/30/05	2005-12 days
	07/01/05-06/30/06	2006-17 days

Employees hired between January 1st and June 30th (partial year but no credit for full year) receive seventeen (17) vacation days beginning July 1st following the 6th consecutive year (partial year plus five full years).

Example []	le:
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Hired	July 1st Entitlement
02/21/02-06/30/02	2002-4 days
07/01/02-06/30/03	2003-12 days
07/01/03-06/30/04	2004-12 days
07/01/04-06/30/05	2005-12 days
07/01/05-06/30/06	2006-12 days
07/01/06-06/30/07	2007-17 days

d. **Maximum Vacation Days**. The maximum number of vacation days which can be earned in the first (1st) year is twelve (12). The maximum number of vacation days which can be earned is twenty-two (22) days per year.

Formula: Additional vacation days entitlement:

17 days - add 5 to your year of hire 22 days - add 10 to your year of hire

Examples: 10/01/03 - receives 17 days July 1, 2008

2/01/04 - receives 17 days July 1, 2009

10/01/00 - receives 22 days July 1, 2010 2/01/01 - receives 22 days July 1, 2011

2. Carryover

Employees may carry over a maximum of five (5) vacation days to the subsequent contractual year. Failure to use the carry-over days in the subsequent contractual year will result in their loss.

3. Scheduling

Vacations may be taken at any time during the calendar year with prior approval of the immediate supervisor.

ARTICLE VI

TEACHER ASSIGNMENT

A. Notification of Contract and Salary

Teachers shall be notified of their contract status for the ensuing year no later than May 15th. Teachers will be required to reply.

B. Extracurricular

- 1. Those teachers who have volunteered for extracurricular positions will be notified, when appropriate, by May 15th if they have been appointed.
- 2. If it becomes necessary to assign a teacher to an extracurricular activity for which he/she has not applied, said notification will be made by June 15th, except for cause.
- 3. When possible, all extracurricular activity positions will be posted in each building by March 1st.

C. Class Size

Administration will make every effort to maintain class size at a reasonable number commensurate with the building facilities and in the best interest of the students.

D. Shop Class Size

Class size in shops will be based upon work station availability, safety requirements, shop teacher recommendations, as coordinated and assigned by the guidance personnel and approved by the administration.

E. Evaluation of Students

The teachers shall maintain the initial right and responsibility to determine grades and other evaluations of students within the grading policies of the school district based upon his/her professional judgement of available criteria pertinent to any given subject area or activity to which he/she is responsible. No grade or evaluation shall be changed unless the teacher in question first receives written notification from the administration. The teacher shall be able to support the grade.

F. Definitions

- 1. A "period" is one 40-minute class.
- 2. A "block" is one 80-minute class.

ARTICLE VII

EMPLOYEE HOURS AND WORK LOAD - CATEGORY A EMPLOYEE

A. Workday

- 1. The total in-school workday shall consist of not more than seven (7) hours and ten (10) minutes which shall include a duty-free lunch period for all Category A employees which period is equal to a class period.
- 2. Category A employees shall be required to remain after the regular work day (8:10 to 3:20) for the purpose of attending parent conferences, faculty and other professional meetings as determined by the Administration. Staff who are voluntarily assigned to a 7:50 a.m. duty may leave at 3:00 p.m. //2 DAY 3HLS 35 MIN

B. Daily Work Load

- 1. The daily teaching of career major teachers shall not exceed eight (8) teaching periods. Assignments to a supervised study hall, shop/class coverage, non-compensated duty, or non-compensated extracurricular activity shall be considered a teaching period for purposes of this article.
- 2. The daily teaching assignment of an academic teacher shall not exceed six (6) periods or three blocks a day. Assignments to a supervised study hall, shop class coverage, non-compensated duty, beyond what is stated in item B-3, below, or non-compensated extracurricular activity shall be considered a teaching assignment for purposes of this article.
- 3. All academic teachers shall have two (2) periods or one block of non-compensated duty per week. Assignments of such duties are determined by the Administration.

C. Meetings

The first and third Monday of each month may be scheduled as a faculty-administration meeting day for presentation of appropriate school business that is best disseminated by personal contact. Meetings may be canceled if there is no need to assemble the faculty and administration. Prior notice should be given in the form of written notification of scheduled meetings five (5) working days in advance when possible. Emergency meetings may be called by the Administration after notification to the Association.

D. Evening Assignments/Others

It is understood that Parents Night and Open House activities are part of the regular assignment of a Category A employee. Such functions shall be arranged jointly by the Association and the administration. When deemed necessary, the administration and Association may arrange for additional evening activities.

E. Preparation Period/Lunch Period Exceptions

The Board and the Association acknowledge that the Category A employee's primary responsibility is to teach his/her assigned classes and that his/her energy should, to the extent possible, be utilized to this end. Category A employees shall not be obligated to monitor activities in the following areas during duty-free lunch periods or assigned preparation periods.

- 1. Lavatories
- 2. Bus Loading and Unloading
- 3. Parking and Recreation Areas
- 4. Cafeterias
- 5. Halls

Nothing in this article, however, precludes Category A employees from enforcing school policy at all times.

F. Work Beyond School Year

Any Category A employee who is required to work beyond the ten (10) months school year as defined in Article V, shall be compensated at his/her normal daily rate, which is 1/200th of the employee's contractual salary.

G. Duty-Free Lunch

All Category A employees shall have the right to leave the school property only during their duty-free lunch period. Category A employees shall indicate their departure and return on a sign-out sheet in the front office.

H. Substitute/Extra Pay

To provide for the most effective class coverage when a Category A employee is absent, the Board will maintain a list of substitute teachers and designate a person to receive notification from a Category A employee who cannot report to work. In an emergency, if a substitute cannot be obtained, a Category A employee with an unassigned preparation period or a Teacher's Aide with a substitute certificate may be asked to substitute. In return, compensation for the Category A employee or the Teacher's Aide shall receive \$19.00 per period, (08-09), \$20.00 per period, (09-10), \$21.00 per period, (10-11). Effective date 9/1/99

I. Category A Employees Who Cannot Report To Work

In an emergency, if a substitute cannot be obtained, a Category A employee with an unassigned preparation period may be asked to substitute. In return, compensation for the Category A employee shall take the following form:

For any compensatory periods, the Category A employee shall receive payment as .. outlined by article VII Paragraph H.

Category A employees will be requested to assist with substitution on a fair and rotating basis.

J. Activity Days

On occasion, the administration may declare certain days as activity days. When this occurs, the activity period is superimposed upon the regular daily schedule. All other periods are lessened by five (5) minutes which established the remaining time as the activity period. Category A employees who do not sponsor activities are required to supervise students assigned to study periods or assist in supervision of large group activities.

ARTICLE VII

EMPLOYEE HOURS AND WORKLOAD - CATEGORY B EMPLOYEE

A. Workday - Supportive Staff

All full time Category B employees, except teacher aides, shall work seven and one-half (7 1/2) hours per day, inclusive of a forty (40) minute lunch period, except on Fridays and the day before holidays when dismissal time shall be fifteen (15) minutes earlier than the regularly scheduled time. All approved work performed over thirty-seven and one-half (37 1/2) hours in a five (5) day week shall be paid at the overtime rate.

B. Workday - Aides

All teacher's aides shall work seven (7) hours and fifteen (15) minutes per day, inclusive of a lunch period equal to a class period. All approved work over thirty-six (36) hours in a five (5) day week shall be paid at the overtime rate.

The working hours of teacher's aides shall be assigned by the appropriate division head and shall be either: 7:45 a.m. to 3:00 p.m. or 8:05 a.m. to 3:20 p.m. In addition, teacher's aides shall be present for Faculty/Division meetings and two evening meetings per year (Parents Night and Open House.) 3/2 HAS +7 NII) = /2 DAY 3/2 HAS +7 NIII) = /2 DAY 3/2 HAS +7 NIII) = /2 DAY 3/2 HAS +7 NIII) = /2 DAY

C. Overtime

Overtime shall be paid to all employees at the rate of one and one-half (1 1/2) times the employee's regular hourly rate. Overtime is defined to mean any time spent at one's regular or assigned duties either before or after regular daily work hours.

D. Administrative Responsibility for Work Hours

Reasonable hours encompassing the work day will be established by the Superintendent or his/her representative for all personnel.

E. Rest Period

Employees in the unit shall be entitled to one 15 minute uninterrupted rest period in the morning and in the afternoon, at such time as shall be designated by the immediate supervisor.

F. Emergency Conditions

Employees in the unit shall not be required to report for work on days on which the schools are closed due to emergency conditions.

G. Altered Workday Summer Hours

Immediately upon the closing of school in June, until June 30th, all employees in the unit shall work from 8:00 a.m. to 3:30 p.m., inclusive of a forty (40) minute lunch. From July 1 to August 31, all employees in the unit shall be dismissed at 3:00 p.m. on Fridays. The administration reserves the right to offer as an option a condensed workweek. Participation in this program is optional and at the sole discretion of the Category B employee.

H. Duty-Free Lunch

All Category B employees shall have the right to leave the school property only during their duty free lunch period. Category B employees shall indicate their departure and return on a sign out sheet in the front office.

ARTICLE VII

EMPLOYEE HOURS AND WORKLOAD - CATEGORY C EMPLOYEE

A. Workday

Employees from September 1 through June 30 shall work eight (8) hours per day inclusive of a forty (40) minute lunch period. All work in excess of eight (8) hours per day, and forty (40) hours per week, shall be paid at the rate of one and one-half (1 1/2) times their regular hourly rate. Category C employees shall have fifteen (15) minute breaks as set forth in Article VII, E, Category B employee.

Employees from July 1 through August 31 shall be dismissed one-half hour earlier on Fridays.

<u>Altered workday Summer hours</u>. The administration reserves the right to offer as an option a condensed workweek. Participation in this program is optional an at the sole discretion of the Category C employee. Under such an option, employees working more than 8 hours per day will not receive overtime pay except where the total hours in any week exceed 40.

B. Administrative Responsibility for Work Hours

Reasonable hours of work will be established by the Superintendent or his/her designee.

C. Emergency Work Hours

If it becomes necessary for an employee to be called in to work during other than assigned hours, there will be a minimum guarantee of three (3) hours pay.

D. Duty-Free Lunch

All Category C employees shall have the right to leave the school property only during their duty-free lunch period, provided adequate building coverage is maintained to meet all laws, regulations and safety needs. Category C employees should indicate their departure and return on a sign-out sheet.

ARTICLE VIII

EMPLOYEE FACILITIES

A. Facilities

Each full-time school as defined by the State Department of Education shall have the following facilities:

- 1. Appropriately furnished rooms which shall be reserved for the use of teachers and staff as the staff lounge.
- 2. A separate, private dining area for use of the teachers and staff.
- 3. A staff parking area.

ARTICLE IX

PROTECTION OF EMPLOYEES AND STUDENTS

A. Hazardous Conditions

Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well being following verification of such conditions.

B. Procedure

- 1. If, in the opinion of the employee or the Association, hazardous or unsafe conditions exist within the building or on the school grounds, the Superintendent shall be informed in writing of its existence. The report will contain the following information:
 - a. Nature of hazard.
 - b. Location of hazard.
 - c. Date that hazardous conditions began.
- 2. A conference between the reporting employee and the Superintendent may be called by either party for more information concerning the existing problem.
- 3. The administration will consider all information and decide on the course of action. A copy of the decisions will be forwarded to the reporting employee for his/her files.

ARTICLE X

TRANSFERS, REASSIGNMENTS, AND PROMOTIONS

A. Voluntary Transfers and Reassignments

1. Notification of vacancy

- a. No later than May 15th of each school year the Superintendent shall announce all known vacancies for the following school year. The Board retains the right to select the person and to list the qualifications for each position.
- b. Employees who desire a change in assignment or who desire a transfer to another division shall file a written statement of such desire with the Superintendent.

B. Involuntary Transfers and Reassignments

- 1. Notice of a transfer and/or reassignment shall be given to employees as soon as practical.
- 2. No vacancy shall be filled by means of involuntary transfer and or reassignment if there is a qualified volunteer available to fill said position. The Superintendent will determine the qualifications.
- 3. In all cases of transfer and/or reassignment, the wishes of the employee involved shall be the major consideration in the decision of the Superintendent.
- 4. Prior to transfer and/or reassignment, a meeting between the employee and the Superintendent shall be held to discuss the factors influencing the final decision.

C. Promotions

When a promotion or new position becomes vacant to which a promotion could be made, notice of said vacancy shall be given to the Association, at a minimum of two weeks in advance of contemplated action so as to give prospective applicants a reasonable opportunity to apply unless there is an emergency. The Board reserves the right to make appointments or promotions at their sole discretion. Employees desiring to apply for such positions shall submit within a reasonable time, applications in writing to the Superintendent.

ARTICLE XI

LEAVE

A Sick Leave

1. Accumulation

- a. All ten (10) month employees shall be allowed sick leave with full pay for ten (10) school days in any school year. All eleven (11) month employees shall be allowed sick leave with full pay for eleven (11) school days in any school year. All twelve (12) month employees shall be allowed sick leave with full pay for twelve (12) days in any one school calendar year (July 1 to June 30). Unused sick leave days shall be accumulated from year to year with no maximum limit.
- b. At the end of the school year, unused personal days shall accumulate as part of sick leave. Sick days accumulated in this manner shall be used first and are not to be compensated upon retirement or termination. Annual accumulation under this provision and under Paragraph A.1.a. above will not exceed the limit allowed by law.

2. Retirement

a. Upon retirement, an employee shall be compensated for unused sick leave at the rate of fifty percent (50%) of the daily rate during the last year of service, times the days unused, to a total maximum payment of Fifteen Thousand Dollars (\$15,000).

3. Voluntary Termination

a. An employee who voluntarily terminates his/her employment with the district after ten (10) years of service shall receive twenty percent (20%) of his/her per diem rate of salary based upon the contractual salary of his/her last year of employment for each day of accumulated sick leave.

B. Emergency Absences

This policy shall cover absences not chargeable to sick leave, or professional or semi-professional assignment directly beneficial to the school system.

1. Death in Family

Deaths in the immediate family shall entitle an employee to five (5) days for each occurrence. Immediate family includes:

- a. Parents
- b. Legal Guardian(s)
- c. Spouse
- d. Children
- e. Siblings
- f. Parents-in-Law
- g. Grandparents
- h. Grandchildren
- i. Member of the employee's immediate household
- j. Civil Union Partner as required by law

2. Death of Other Relative

Death of a relative, not in the immediate family, shall entitle an employee to one (1) day for each occurrence.

3. Death of a Close Friend

Death of a close friend shall entitle an employee to one (1) day per school calendar . year (July 1 to June 30).

C. Personal Days

1. Accumulation

- a. The Board will provide three (3) days for ten (10) month employees of personal leave at full pay during any one school year (September 1 June 30).
- b. The Board will provide four (4) days of personal leave at full pay for eleven (11) and twelve (12) month employees during any 1 school calendar year. (July 1- June 30).

2. Restrictions

- a. No unused days shall be accumulated as personal days but unused days can accumulate as part of sick leave.
- b. Personal days are to be used for personal family matters that cannot be cared for during non-school hours.
- c. There shall be a limit of three (3) personal days per school day at each campus.
- d. No personal days shall be granted the day before or day following a holiday except in an emergency.

D. Court Appearances

1. Summons – General

Any employee who is required to be present by a court of law through no fault of his/her own, and who exhausts his/her personal days, will receive full pay minus substitute pay for the day(s) involved.

2. Summons – Employment

Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system will be granted with full pay if the employee is required by law to attend and required attendance is not a result of an improper act of the employee. The Board shall not be required to pay any monies, whatsoever, for days off for appearances in any legal action initiated by the employee against the Board or the administration.

3. Jury Duty

An employee, when queried by a Court of Jurisdiction, shall seek exemption from necessary jury duty when such service is within the school year, if such option is available to the employee.

Should an employee be summoned for jury duty as required by law or following the request for exemption as provided above, he/she shall give notice to the Superintendent or his/her designee as soon as possible after receiving the summons. During the term of such duty the employee shall be paid his/her regular pay less pay received from the court. (This shall not include meal allowance and mileage.)

Time necessary for required jury duty shall not offset the employee's eligibility status pertaining to the district's "Perfect Attendance Policy."

E. Childbirth and Child-Rearing

The Board shall grant maternity leave without pay to any tenured employee upon request subject to the following stipulations and limitations.

- 1. Any employee granted maternity leave shall at her request be restored to a similar teaching position, subject area, grade level, and/or assignment vacated at the commencement of said leave whenever possible.
- 2. No employee shall be prevented from returning to work after childbirth solely on the grounds that there has not been a specified time lapse between childbirth and the desired date of return. A physical examination may be required.
- 3. The Board shall permit an employee to continue her duties during pregnancy provided the employee can produce a certificate from her physician stating that she is medically able to continue her duties.
- 4. Any Category A or teacher's aide granted an unpaid child-rearing leave will be permitted to return on September 1, after the leave has been granted. Notification of intention to return should be made **no later than March 30th.** The Board will extend said leave to a maximum of less than three full years to allow Category A or teacher's aide to return on a date that coincides with September 1. Other employees not Category A or teacher's aide may return on any date mutually agreed upon by the employee and the Superintendent.

- 5. An employee shall receive two (2) days with pay for the birth(s) of the child(ren).
- F. Adoption Any employee adopting a child shall receive leave in accordance with item E. of this Article, which shall commence upon receiving **de facto** custody of said child, or earlier if necessary to fulfill the requirements for adoption.

G. Procedures

- 1. For sick leave, the appropriate form must be completed and submitted to the administration.
- 2. Request for temporary leave of absence shall be submitted in writing at least three (3) days in advance of the requested day to the division head with final approval by the Superintendent.
- 3. Notification for personal leave shall be made to the division head as soon as possible before the date(s) requested. It is agreed that some items of urgent personal business do not allow for three (3) days notice.

H. Other Leaves of Absence

1. Good Cause

Other leaves of absence with pay may be granted for other good reason.

2. Additional Leave

Leaves of absence without pay up to one year may be granted to employees with three or more years of continued service in the employ of the Board. Additional leave beyond that year may be granted to the employee at the discretion of the Board. All benefits to which any such employee was entitled at the time of commencement of leave (including available sick leave) shall be restored upon return. Upon returning to work, the returning employee shall be assigned to the same position as last held, if available; if not, to such other position as designated by the Superintendent.

I. Notification of Accumulation

Employees shall be give a written accounting of accumulated sick leave days no later than May 1st of each year.

ARTICLE XII

SABBATICAL LEAVE FOR CATEGORY A EMPLOYEES

The Board of Education may grant a Sabbatical Leave of Absence to Category A employees. The following conditions must be met by the employee before the Board will consider the application.

A. Qualifications

- 1. Seven years of teaching service in the school district.
- 2. Leave must be for study, related travel or work experience in teaching field for teachers.

B. Application

- 1. Employee submits to the Superintendent, **no later than January 1st**, a letter stating that he/she wishes to be considered for sabbatical leave.
- 2. Application letter contains descriptive narrative of one hundred words or less that summarize how study, related travel or work experience will contribute to improvement of instruction within the work settings of the staff member.

C. Procedures

- 1. Superintendent appoints an administrator as supervisor/ contact person as monitor of sabbatical activities.
- 2. Applicant, in consultation with designated administrator, will prepare a formal proposal containing:
 - a. Detailed description of anticipated outcomes of sabbatical activities.
 - b. Detailed implementation plan, including objectives, activities, completion dates, and evaluation system to be used.
- 3. Two (2) additional persons will be appointed by the Superintendent to monitor and evaluate activities through to completion.
- 4. Upon recommendation by the monitoring/evaluation committee and approval by the Superintendent and the Board of Education, implementation will take place under supervision of designated administrator through to completion.
- 5. Any request to deviate from original plan must be approved by the monitoring committee.

D. Additional Provisions

- 1. Fifty percent (50%) pay for sabbatical leave on the condition that the teacher does not receive more than current salary from activities which will be related to the sabbatical including sabbatical salary.
- 2. Any category A employee granted sabbatical leave shall be eligible to receive: a. His/ Her salary increment as if the employee had been in the Board's active employ during the time of such leave.
 - b. His/Her fringe benefits, including tuition reimbursement in accordance with the contractual provisions, during the year of sabbatical leave.
 - c. Service seniority increment as prescribed in N.J.A.C.6:3-1.10(b).
- 3. Teacher must return to the school district for two (2) years following sabbatical or be responsible for returning sabbatical pay on a prorated basis.
- 4. Copies of income tax returns covering the period of the sabbatical are to be submitted as documentation of income during period of sabbatical leave.
- 5. Evaluation must be completed during August following sabbatical year, unless other arrangements have been made with monitoring administrator.

ARTICLE XIII

COMPLAINT PROCEDURE

- A. Any written or oral complaints regarding an employee made to any member of the administration by any parent, student or other person which does or may influence the evaluation of an employee shall be brought to the attention of the employee involved immediately.
- **B.** The appropriate member of the administrator shall meet with the employee to apprise the employee of the full nature of the complaint and shall attempt to resolve the matter informally.

ARTICLE XIV GRIEVANCE PROCEDURE

Nothing herein contained shall be construed as limiting the right of any employee having a concern/possible grievance to discuss the matter informally with the appropriate division head(s) and having the concern/possible grievance adjusted without the intervention of the association, providing the adjustment is not inconsistent with the terms of this agreement.

A. Definitions

- 1. A grievance is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of any employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this agreement.
- 2. An aggrieved person is a person or persons making the claim.
- 3. A party in interest is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problem which may from time to time arise affecting the welfare or terms and conditions of employment. Both parties agree that these proceedings will be kept confidential as may be appropriate in any level of the procedure.

C. Timelines

- 1. Since it is important that a grievance be processed as rapidly as possible, the number of days filed indicated at each level shall be considered a maximum and every effort shall be made to expedite the process. The time limit specified may be extended by mutual agreement.
- 2. In the event a grievance is filed at such time that it cannot be processed through all the steps in the grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparableable harm to a party in interest, the time limit set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practical.

3. The Procedure Itself

Any timeline(s) specified in the Procedure may be modified by mutual agreement of the parties.

Procedure

Level One

An employee shall first discuss his/her grievance orally with his/her immediate supervisor. An oral decision shall be provided to the employee within five (5) workdays.

Level Two

If the aggrieved person is not satisfied with the decision, or if no decision has been rendered with five (5) work days after presentation of the grievance, he/she may submit the grievance in writing to the immediate supervisor within five (5) work days after receipt of the decision. The written grievance will include the following information:

- 1. Summary of the grievance.
- 2. The event or condition affecting employment or the provision of the agreement in question.
- 3. The result of the informal discussion (if any).
- 4. Remedy

The immediate supervisor will render a written decision within five (5) work days from the receipt of the written grievance.

Level Three

If the written response from the immediate supervisor does not resolve the grievance to the employee's satisfaction, the employee may submit the written grievance to the Superintendent within five (5) work days from receipt of the written response. Within ten (10) work days from the receipt of the written grievance, the Superintendent shall hold a meeting at which all parties in interest shall have the right to be heard. Within ten (10) work days of the meeting, the Superintendent shall, in writing, advise the employee and the Association of his/her determination.

Level Four

If the written response from the Superintendent does not resolve the grievance to the employee's satisfaction, the employee may submit the written grievance to the Board via the Board Secretary within five (5) work days from receipt of the written response. The Board shall consider the grievance at its next regular meeting and, if the employee so requests, will hold a hearing with all parties of interest. The Board shall make a determination within ten (10) work days from the hearing or meeting and shall, in writing, notify the employee and the Association of its determination.

Level Five

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level 4, he/she may within five (5) work days request in writing that the Association submit the grievance to arbitration.

- a. The Association may submit the grievance to arbitration within fifteen (15) work days after receipt of the request by the aggrieved person.
- b. Within ten (10) days after such written notice of submission for 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 from the Public Employees Relations Commission may be made by either party.
- c. The cost for the service of the arbitrator, including per diem expenses, if any, and actual necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. Rights of Employees to Representation

- 1. Any party in interest may be represented at all levels of the formal grievance procedure by himself/herself or at his/her option, by representatives selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all levels of the formal grievance procedure.
- 2. No reprisals, restraints, interference, coercion, discrimination, or intimidation of any kind shall be taken by the Board or any member of the administration against any party in interest, any building representative, or any other participant in the grievance procedure by reason of participation.

E. Miscellaneous

- 1. If, a grievance affects a group or class of employees, the Association may submit such grievance in writing to commence at **Level Three**.
- 2. The Association may process a grievance through the grievance procedure even though the aggrieved person(s) does not wish to do so.
- 3. All decisions will be in writing. The decision(s) set forth shall include reasons(s) and be transmitted promptly to all parties in interest and to the Association.
- 4. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept within the personnel file of any of the participants.
- 5. The Board agrees to furnish to the Association in response to reasonable requests any reasonable information which may be necessary for the Association to process any grievance.

ARTICLE XV

SALARIES

A. Payment of Salaries

The salaries of all employees covered by this agreement are set forth in the attached salary Schedules A-E, and made a part hereof. The Board shall issue pay checks every other Friday beginning with the first Friday of the school year (school calendar.) When a payday falls on a holiday, or vacation, employees shall receive their pay checks on the last previous working day.

B. Category

The category of each employee shall be determined by the Superintendent, under the direction of the Board of Education.

C. Credit for Increment

Any twelve month employee employed before January 1st during the term of this contract shall be given full credit for the year. If employed on or after January 1st, the employee shall not receive credit for the year's service. Any ten month employee employed before February 1st during the term of this contract shall be given full credit for the year. If employed on or after February 1st, the employee shall not receive credit for the year's service.

D. Tenure and Longevity Compensation

New hires, employed on or after September 1, 1988 shall not be eligible for tenure and longevity benefits. All employees currently employed shall be "grandfathered" as to applicable tenure and longevity benefits as provided in their respective salary schedules.

E . Options

1. Credit Union Deductions

Employees may individually elect to have a percentage or dollar amount of each biweekly gross salary deducted from their pay. These deductions will be deposited in the ABCO Federal Credit Union, every two weeks.

2. Summer Payment Plan

The Board shall provide a summer payment plan as prescribed by N.J.S.A. 18A:29-3. Payment to the employee shall be made by individual checks to the order of the employee. The employee participating in such plan shall receive two (2) payments. Such payments to coincide with the first pay periods scheduled for July and August.

F. Additional Compensations

1. Payment

Employees who receive payment for extracurricular activities, evening school employment, or any other activity, will be paid with separate checks.

2. Extracurricular

Compensation for designated extracurricular assignments are contained in the attached salary schedule F. If employees agree to accept an extracurricular assignment, they shall be paid the compensations according to the attached salary schedule(s) in addition to their regular salaries. One-half (1/2) of this payment shall be made on the first payday in December of the school year, and one-half (1/2) the first payday in May.

3. Interscholastic Coaches

All interscholastic sports coaches will be paid as per schedule F and may be paid in accordance with F.2. by mutual agreement.

4. Auxiliary Personnel

Auxiliary personnel (interscholastic sports program) shall be compensated as follows:

	08-09	09-10	10-11
a. Single Game (Either Varsity or Junior Varsity)	\$42	\$43	\$44
b. Varsity Game plus Junior Varsity Game	\$52	\$53	\$54
c. Single Game-Evening Start			
5:30 or later, or weekend, or holiday	\$52	\$53	\$54
d. Varsity Game plus Junior	•		
Varsity Game-Evening start 5:30 or later,			
or weekend, or holiday	\$62	\$63	\$64

5. Substitute Extracurricular Assignment

Any individual who assumes an assistant, Head, (or any higher level) coaching assignment or other extracurricular assignment with increased responsibility or any such new assignment for more than one week will be entitled to pro rata pay at the higher or contracted level for the time they fill the position.

G. Class Coverage Compensation

Category A employees and category B employees with substitute teaching certificates shall receive payment as outlined in Article VII Paragraph H, in a separate check issued the second pay period in the months of December, April, and July. Effective date 9/1/99.

H. Category C - Holiday Compensation

- 1. Winter/Spring Vacation. Any employee hired on or before June 30,1997 who reports to work during winter (Christmas) and/or spring (Easter) vacation shall receive an additional sixty dollars (\$60) for each day worked. Any employee hired on or after July 1,1997, shall not be eligible for the additional payment of \$60.00. It is understood that the district's winter and spring vacation break continues to be a regularly scheduled work period, subject to normal requests by Category C employees for use of vacation days. It is further understood that if the Board alters the work schedule in a way which would otherwise cause a loss of the \$60. payment to the "grandfathered" employees, said employees shall nevertheless continue to receive such payment.
- 2. Additional Holidays. Any employee who reports to work on a day when other twelve (12) month employees (ex. Category B, Administrators, etc.) have a paid holiday (Ex. Friday before President's Day), the employee shall receive an additional sixty dollars (\$60) for each day worked.
- 3. **Payment.** Any employee entitled to additional pay as described in H.1 and/or H.2 shall receive his/her additional pay in a separate check with the second (2nd) pay following the period in which the employee earned the additional pay.

I. Additional Category C Compensations

Compensation for the listed titles shall have the respective compensations:

	08-09	09-10	10-11
Foreperson	\$1579.	\$1650.	\$1721.
Black Seal*		\$1465.	\$1528.
Bus License	\$1262.	\$1319.	\$1376.
Head Custodian	\$3792.	\$3865.	\$3938.

^{*}Any employee hired on or before June 30, 1996, who received the black seal payment shall continue to receive it. Any employee hired on or after July 1, 1996, will not be eligible for said payment. However, the cost of renewal of the black seal license for said employees shall be paid by the Board.

J. Staff Development

- 1. There shall exist a continuing educational units system with salary stipends. This system shall recognize those who continue their education by participating in non-required workshops or other programs outside of in-service days and not compensated for on the salary guide. Workshops and/or other programs not sponsored by this school district must be approved in advance to qualify for continuing educational units.
- 2. Compensation for the continuing educational units system shall exist as follows:
 - a. One (1) continuing educational unit shall be equivalent to fifteen (15) hours of participation in approved workshops or programs.
 - b. Upon attainment of the specified number of continuing educational units, the additional stipend (s) shall be awarded as per article XV F.2. unless D. of this article occurs.

(1)	15 C.E.U.'s	\$ 500
(2)	15 C.E.U.'s (total 30)	\$ 650 (total \$1150)
(3)	15 C.E.U.'s (total 45)	\$ 800 (total \$1950)
(4)	15 C.E.U.'s (total 60)	\$ 950 (total \$2900)
(5)	15 C.E.U.'s (total 75)	\$1100 (total \$4000)

- c. The administration shall maintain an accurate record of the number of C.E.U.'s and fraction (hours) thereof. This record shall be reported to each employee by October 1 of their accumulation of C.E.U.'s obtained by August 30.
- d. If attainment of 15 C.E.U.'s occurs prior to February 1, the full stipend shall be awarded during that school year. If possible, the stipend shall be awarded as in Article XV F. 2. or in full with the first paycheck in May. This stipend shall be paid as a separate check.

ARTICLE XVI

BENEFITS

Health Benefits A.

The Board will provide a health care plan in accordance with Attachment C (page 64).

В. Prescription

The Board shall continue providing full family prescription coverage which 1. involves:

Pharmacy:

Co-Payment for a 30-day supply:

Generic \$5; Preferred Brand \$10; Other Brands \$20.

Mail Order: Co-Payment for a 90-day supply:

Generic \$5; Preferred Brand \$10; Other Brands \$20.

C. Dental

The Board shall provide a dental plan providing the following coverage for the employee, spouse and dependents.

	EMP/SPO	DEPENDENTS
Preventive and Diagnostic	100%	100%
Remaining Basic Services	75%	50%
Crowns	75%	50%
Prosthodontia Services	50%	50%
Orthodontic Services*	N/A	50%

Maximum payment for any calendar year by insurance company is \$1,500 per person for Preventive & Diagnostic, Basic Crowns and Prosthodontia Services.

Maximum Payment for Orthodontic Services* is \$1,000 per child/lifetime.

(*for eligible dependent children only)

Nothing contained herein shall deny the right of the Board to determine the carrier for the dental plan provided it demonstrates to the Association that any change in carriers will not reduce the range and levels of benefits and services.

D. Vision

Beginning July 1, 1991, the Board shall provide at no cost to the employee a vision care plan similar to the Vision Service Plan "C" with no deductible.

E. Section 125

Add a provision permitting employees to opt out of the coverages with the resulting savings of premium dollars to be shared 50/50 between the Board and the employee. A Section 125 plan shall be implemented in conjuction with this. See Attachment D.

Hours Needed for Benefits F.

An employee must regulary work at least 25 hours per week to be eligible for the above benefits. However, anything to the contrary herein not with standing, any employee employed as of September 1, 1999 shall continue to receive health benefits.

G. Extended Illness

In cases of extended illness after sick days are exhausted, the Board shall continue providing the medical benefits as described in "A" above for a period not to exceed ten (10) months.

H. Worker's Compensation

The Board shall maintain worker's compensation insurance for the coverage of all employees. In accordance with the NJSA 18A:30-2.1, the employee will not suffer a loss in money or time due to a job-related injury which is covered by worker's compensation. Injuries which qualify for worker's compensation will be determined by the insurance company.

I. Retirement Benefit

- 1. The Board shall provide Category B & C employees who retire pursuant to the rules and regulations of PERS and with 25 years or more of in-district service, hospital/surgical and major medical coverage as provided in paragraph "A" above.
- 2. Should the State enact legislation providing such coverage to Category B & C employees, same will supersede and preempt the above provision.

J. Employee Assistance Program

The Board shall provide an Employee Assistance Program.

ARTICLE XVII

TUITION REIMBURSEMENT

The Board agrees to pay for tuition costs in the following manner:

	Tuition	Reimbursement
As of 7/1/94	A	
	В	60%
	C	50%
	Pass for Credit	50%
	Lower than C	

1. Courses must be approved in advance by the Superintendent and be appropriate and/ or required for teaching/employment at Burlington County Institute of Technology. Reimbursement will be made by the Board upon presentation or evidence of successful completion of the course(s), within thirty (30) days after submission. The maximum credits per year eligible for reimbursement is as follows:

However, the Superintendent may waive this limitation where in his/her sole discretion it is deemed appropriate to do so.

- 2. If an employee takes course(s) at a New Jersey State College or University, the tuition rate of the institution shall prevail. If an employee takes course(s) elsewhere, the tuition rate of the School of Education, Rutgers University, shall prevail, unless said tuition is at a lower rate, than the lower tuition shall be the rate for reimbursement.
- 3. The total expenditure of all category B and C employees shall not exceed ten thousand (\$10,000.00) dollars per school calendar year (July 1 to June 30).

If an employee believes it is in the best interest of the school district to attend an activity that will aid his/her professional development in his/her field of teaching/employment, it is the responsibility of the member to notify his/her Division Head of his/her wishes. The Division Head shall notify the Superintendent who will notify the Board of this request with his/her recommendation, at the earliest convenient time, but if possible no later than the next Board meeting. The Board will evaluate the request to make a decision as to whether or not the member may attend. The Board's decision shall be final on all requests.

Adult Education Class Enrollment - Employees may enroll in classes offered in the Adult Education Division tuition free only, provided there is space available and the employees division head has approved the course.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

Recognition granted hereunder shall not impair the rights under Section 19 of Article I of the New Jersey Constitution.

A. New Jersey Statutes and Public Law

- 1. Nothing contained herein shall be construed to deny or restrict to any person, such rights as he/she may have under any statute in the State of New Jersey, including Title 18A Education of the New Jersey Statutes, or other applicable statutes and regulations.
- 2. Except as expressly provided otherwise in this agreement, the determination and administration of school policy, the operation management of the schools, and the direction of the employees are vested exclusively in the Board except as otherwise provided in Chapter 123, Public Law of New Jersey, 1974.
- 3. The Board of Education retains the right granted under New Jersey Statutes annotated title 18A, section 18A:54-20 "Employ and Dismiss Principals, Teachers, Janitors, Mechanics and Laborers, fix, alter and order paid their salaries and compensation," and, "prescribe the course of study to be pursued" for Principals and Teachers.

B. Separability

If any provision of the Agreement or any application of this agreement to any employee or group of employees is held to be contrary to the law, than such provisions of application shall not be deemed valid and subsisting, except to the extent permitted by the law. But, all other provisions or applications shall continue to full force and effect.

C. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this agreement, either shall hand deliver said notice or by certified mail sent to the following addresses:

- If by the Association, to the Board at:
 Board Secretary/Business Administrator
 Burlington County Institute of Technology
 695 Woodlane Road, Westampton, NJ 08060
- 2. If by the Board, to the Association at:
 President, Burlington County
 Institute of Technology Education Association
 695 Woodlane Road, Westampton, NJ 08060

Effective upon ratification, mileage related to an employee's duties will be paid at the IRS rate in place when the mileage occurs.

ARTICLE XIX

REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1st to the following August 31st) which is covered in whole or in part by this Agreement said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers "shall be in an amount not to exceed 85% of the regular member dues."

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representatives, the representation fee should be equal to the regular membership dues, initiation fees and assessments charged by the Association to its own member, and the representation fee has been set at the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 (following), the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. 10 days after receipt of the aforesaid list by the Board; or
- b. 30 days after the employee begins his/her employment in a bargaining unit position, and continued in the employ of the Board in a nonbargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employ ment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the member ship year in question.

4. Mechanics

Except for otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee prior to the beginning of the membership year, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association a list of all new employees represented by the Association who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

Right of Enactment of Fee

The enactment of the deduction of the representation fee is in accordance with Chapter 477 P.L. 1979 of the New Jersey State Law, and the Board will be "safe and harmless" in any action taken to stop this representation fee from begin deducted from a nonmembers paycheck.

ARTICLE XX

LIAISON COMMITTEE

- A. The parties agree to establish and maintain the Liaison Committee to consist of members designated by the Association and agents of the Board designated by the Superintendent to study matters of concern to the Unit and to the Board.
- B. Any parties mutually agreed to, may be invited to attend a meeting of the Liaison Committee.
- **C.** The Committee shall establish its own procedures.
- **D.** This Committee shall meet at least once monthly and at such other times as shall be mutually agreed upon by its members. Monthly meeting can be cancelled by mutual agreement of the Superintendent and Association president.

ARTICLE XXI

SENIORITY AND JOB SECURITY

Seniority

School District Seniority is defined as service by employees in the School District. An employee shall lose all accumulated School District Seniority only if he or she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the School District.

Reduction In Force

- 1. Any anticipated or planned reduction in force shall not be implemented or take effect without sixty (60) days prior notice to the Association. Following the notice, a meet ing between the Board and the Association shall occur at least thirty (30) days prior to the effective date of such anticipated or planned reduction in force.
- 2. In the event of layoff, the employees shall be laid off in the inverse order of seniority of the employees in the department involved, consistent with Title 18:17-4.
 - a. Thirty (30) days notice of layoff shall be given to employees involved.
 - b. At least thirty (30) days before being laid off, an employee shall be informed of all vacancies in any other work locations, for the purpose of giving him/her an opportunity, to be exercised within said thirty days, to fill such vacancy.

Right To Grievance

An employee who is discharged or laid off shall have ten (10) working days within which to file a written grievance under Article XIV hereof. In the event that no written grievance is filed within said time, the layoff or discharge shall be final, and the employee shall have no recourse through the grievance procedure.

ARTICLE XXII

TEACHER EVALUATION

All monitoring or observation of the work performance of the teacher will be conducted openly. The use of eavesdropping, public address or audio system and similar surveillance devices will be strictly prohibited. Direct observation only is to be considered as evaluation of teachers.

Teachers shall receive a copy of any evaluation report prepared by their superiors, and will be entitled to a conference to discuss the report. In no event shall the teacher fail to receive the report later than one (1) day before such conference. No such report will be submitted to the central office, placed in the teacher's file or otherwise acted upon without the prior conference with the teacher. No evaluation form so placed in a teacher's file shall be considered valid unless the teacher's signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof.

Teachers not reemployed for the following school year will be so notified by May 15th in writing with a statement of reasons. If a teacher is not notified that he/she will not be reemployed by May 15th, he/she shall receive a contract for the following year.

Teachers will have the right, upon request, to review the contents of their personnel file and to receive a copy, at Board expense, of any documents contained therein. A teacher will be entitled to have a representative of the Association accompany him/her during such review. At least once every two (2) years, a teacher will have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate for retention. Said documents will be reviewed by an appropriate member of the Office of the Superintendent of Schools and if he/she agrees, they will be destroyed.

No material derogatory to a teacher's conduct, services, character, or personality will be placed in his/her file unless the teacher has had an opportunity to review the material. The teacher will acknowledge that he/she has had a chance to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent, or his/her designee and attached to the file copy.

Although the Board agrees to protect the confidentiality of personal references, academic credential and other similar documents, it will not establish separate "confidential" files.

ARTICLE XXIII

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011. This Agreement shall expire on the date indicated unless an extension is agreed to in writing by both parties. In Witness:

Date:

January 20, 2009

Burlington County Institute of Technology Education Association

Board of Education of **Burlington County** Institute of Technology

Harry Minnick, President

Debbie Kwartin, Secretary

Paul A. Whitman, Secretary

SALARY GUIDE MOVEMENT CATEGORY A 2009-2011

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2008-09			Step 2	Changes			
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Step 1	Step 2		Step 4	Step 4	Step 2		
Step 2	Step 3		Step 5	Step 5	Step 3		
Step 3	Step 4		Step 6	Step 6	Step 4		
Step 4	Step 5		323	Step 7	Step 5		
Step 5	Step 6		Step 7	Step 8	Step:6		
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2008-09 SALARY GUIDE CATEGORY A

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Academic	B.A.	B.A. +15	M.A.	M.A. +15	M.A. +30	Doc. Ed.
Shop	Full Cert.	Cert. +20	Cert. + 40	Cert. +60	Cert. +B.A	M.A.
						
	A	В	С	D	Е	F
Step 1	47,937	48,998	50,365	51,112	52,172	53,231
Step 2	48,370	49,430	50,488	51,545	52,604	53,663
Step 3	48,802	49,862	50,920	51,977	53,037	54,096
Step 4	49,235	50,295	51,353	52,410	53,469	54,507
Step 5	50,308	51,367	52,426	53,486	54,544	55,603
Step 6	50,905	51,963	53,023	54,082	55,142	56,200
Step 7	51,502	52,560	53,618	54,677	55,736	56,796
Step 8	52,092	53,151	54,209	55,268	56,327	57,386
Step 9	52,746	53,804	54,865	55,924	56,983	58,042
Step 10	54,583	55,641	56,700	57,759	58,817	59,876
Step 11	56,287	57,345	58,403	59,462	60,521	61,580
Step 12	58,187	59,244	60,305	61,364	62,422	63,480
Step 13	60,019	61,079	62,138	63,196	64,254	65,315
Step 14	61,856	62,915	63,974	65,032	66,091	67,151
Step 15	63,723	64,782	65,840	66,899	67,958	69,017
Step 16	65,592	66,650	67,707	68,766	69,827	70,895
Step 17	67,472	68,529	69,610	70,669	71,727	72,786
Step 18	69,916	70,975	72,095	73,154	74,214	75,272
Step 19	73,142	74,200	76,710	77,770	78,828	79,887
Step 20	74,299	75,360	78,811	79,871	83,384	84,444
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For contractual employment beginning prior to 7/1/82: Tenure (after 3 full years): \$500. Longevity: (after 5 years); \$500. Additional (after 10 years): \$500. Additional (after 15 years): \$500. For contractual employment beginning after 8/31/82, but prior to 9/1/88: tenure (after 3 full years): \$750. Longevity: (after 10 years): \$750. One-time career increment at maximum: \$400. (Applies to members who received it in 1980-81 only.) Tenure and longevity compensation for new hires employed on or after September 1, 1988 shall not be eligible for tenure and longevity benefits. All employees currently employed shall be "Grandfathered" as to applicable tenure and longevity benefits as provided in their respective salary schedules.

2009-10 SALARY GUIDE CATEGORY A

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Academic	B.A.	B.A. +15	M.A.	M.A. +15	M.A. +30	Doc. Ed.
Shop	Full Cert.	Cert. +20	Cert. + 40	Cert. +60	Cert. +B.A	M.A.
	A	В	С	D	Е	F
Step 1	49,925	51,018	52,109	53,199	54,291	55,383
Step 2	50,125	51,218	52,309	53,399	54,491	55,583
Step 3	50,325	51,418	52,509	53,599	54,691	55,783
Step 4	50,771	51,864	52,955	54,045	55,137	56,208
Step 5	51,878	52,970	54,062	55,154	56,245	57,337
Step 6	52,493	53,584	54,677	55,769	56,863	57,954
Step 7	53,108	54,199	55,290	56,383	57,475	58,568
Step 8	53,717	54,809	55,900	56,992	58,085	59,177
Step 9	54,392	55,483	56,576	57,668	58,760	59,853
Step 10	56,286	57,377	58,469	59,561	60,652	61,744
Step 11	58,043	59,134	60,225	61,317	62,409	63,501
Step 12	60,003	61,093	62,187	63,279	64,370	65,461
Step 13	61,892	62,985	64,077	65,168	66,259	67,352
Step 14	63,786	64,878	65,970	67,061	68,153	69,246
Step 15	65,711	66,803	67,894	68,986	70,078	71,170
Step 16	67,639	68,730	69,820	70,912	72,006	73,107
Step 17	69,577	70,667	71,781	72,873	73,964	75,056
Step 18	72,097	73,190	74,344	75,436	76,530	77,621
Step 19	75,424	76,515	79,103	80,197	81,288	82,380
Step 20	76,617	77,711	81,269	82,363	85,986	87,079
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For contractual employment beginning prior to 7/1/82: Tenure (after 3 full years): \$500. Longevity: (after 5 years): \$500. Additional (after 10 years): \$500. Additional (after 15 years): \$500. For contractual employment beginning after 8/31/82, but prior to 9/1/88: tenure (after 3 full years): \$750. Longevity: (after 10 years): \$750. One-time career increment at maximum: \$400. (Applies to members who received it in 1980-81 only.) Tenure and longevity compensation for new hires employed on or after September 1, 1988 shall not be eligible for tenure and longevity benefits. All employees currently employed shall be "Grandfathered" as to applicable tenure and longevity benefits as provided in their respective salary schedules.

2010-11 SALARY GUIDE CATEGORY A

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METHOD	2010-11	2010-11	Full Cert.	Cert. +20	Cert. + 40	Cert. +60	Cert. +B.A	M.A.
STEP 1	CHANGES							
STEP 2			A	В	С	D	Е	F
STEP 3	STEP 1-3	STEP 1	52,357	53,481	54,608	55,733	56,859	57,984
STEP 4	STEP 4	STEP 2	52,557	53,681	54,808	55,933	57,059	58,184
STEP 5	STEP 5	STEP 3	53,257	54,381	55,508	56,633	57,759	58,884
STEP 6	STEP 6	STEP 4	53,957	55,081	56,208	57,333	58,459	59,584
STEP 7	STEP 7	STEP 5	54,657	55,781	56,908	58,033	59,159	60,284
STEP 8	STEP 8	STEP 6	55,357	56,481	57,608	58,733	59,859	60,984
STEP 9	STEP 9	STEP 7	56,057	57,181	58,308	59,433	60,559	61,684
STEP 10	STEP 10	STEP 8	58,008	59,132	60,258	61,383	62,508	63,633
STEP 11	STEP 11	STEP 9	59,923	61,047	62,174	63,299	64,424	65,549
STEP 12	STEP 12	STEP 10	_61,839	62,962	64,090	65,215	66,340	67,464
STEP 13	STEP 13	STEP 11	63,786	64,912	66,038	67,162	68,287	69,413
STEP 14	STEP 14	STEP 12	65,737	66,863	67,988	69,113	70,238	71,365
STEP 15	STEP 15	STEP 13	67,722	68,847	69,972	71,097	72,223	73,348
STEP 16	STEP 16	STEP 14	69,708	70,833	71,956	73,082	74,209	75,344
STEP 17	STEP 17	STEP 15	71,706	72,829	73,378	75,103	76,228	77,353
STEP 18	STEP 18	STEP 16	74,304	75,429	76,619	77,745	78,871	79,996
STEP 19	STEP 18 /9	80	77,732	78,856	81,524	82,651	83,775	84,900
STEP-20	STEP 1820	NUMBER OF A THEORY SHEET	78,961	80,089	83,756	84,883	88,617	89,744
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For contractual employment beginning prior to 7/1/82: Tenure (after 3 full years): \$500. Longevity: (after 5 years): \$500. Additional (after 10 years): \$500. Additional (after 15 years): \$500. For contractual employment beginning after 8/31/82, but prior to 9/1/88; tenure (after 3 full years): \$750. Longevity: (after 10 years): \$750. One-time career increment at maximum: \$400. (Applies to members who received it in 1980-81 only.) Tenure and longevity compensation for new hires employed on or after September 1, 1988 shall not be eligible for tenure and longevity benefits. All employees currently employed shall be "Grandfathered" as to applicable tenure and longevity benefits as provided in their respective salary schedules.

2010-2011 SALARY GUIDE TEACHER AIDES

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			Step 1			
- · · - · ·		Step 1	Step 2			
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Column A reflects no increase for credits

Column B reflects 30-59 credits adding \$300. per step Column C reflects 60+ credits adding \$300. per step

2008-2009 SALARY GUIDE TEACHER'S AIDES

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	A	В	C			
Step 1	21,180	21,511	21,847			
Step 2	21,370	21,702	22,037			
Step 3	21,560	21,893	22,228			
Step 4	21,749	22,084	22,419	,		
Step 5	22,183	22,517	22,853			
Step 6	22,773	23,108	23,443			
Step 7	22,975	23,311	23,645			
Step 8	23,372	23,708	24,043			
Step 9	24,412	24,747	25,081			
Step 10	25,192	25,526	25,861			
Step 11	25,776	26,111	26,446			
Step 12	26,971	27,307	27,640			
Step 13	28,662	28,996	29,331			
Step 14	30,563	30,898	31,232			
Step 15	32,363	32,698	33,031			
Step 16	36,577	36,909	37,244			
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2009-10 SALARY GUIDE TEACHER AIDES

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•	A	В	С			
Step 1	21,841	22,182	22,528			
Step 2	22,036	22,379	22,725	*************************************		
Step 3	22,232	22,576	22,922			
Step 4	22,428	22,773	23,119			
Step 5	22,875	23,220	23,566			
Step 6	23,484	23,829	24,175			
Step 7	23,692	24,039	24,382			
Step 8	24,101	24,447	24,793			
Step 9	25,173	25,519	25,864			
Step 10	25,978	26,323	26,668			
Step 11	26,580	26,925	27,271			
Step 12	27,813	28,159	28,503			
Step 13	29,556	29,900	30,246			
Step 14	31,517	31,862	32,207			
Step 15	33,372	33,718	34,062			
Step 16	37,718	38,061	38,406			
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SALARY GUIDE MOVEMENT

CATEGORY B-TEACHER AIDES 2009-2011

		OLD		
		METHOD	2010-11	2010-11
	2009-10	STEP:1	CHANGES	
2008-09	STEP 1	STEP 2		
STEP 1	STEP 2	STEP 3	STEP 1-3	STEP 1
STEP 2	STEP 3	STEP 4	STEP 4	STEP 2
STEP 3	STEP 4	STEP 5	STEP 5	STER 3
STEP 4	STEP 5	STEP 6	STEP 6	STEP 4
STEP 5	STEP 6	STEP 7	STEP 7	STEP 5
STEP 6	STEP 7	STEP8	STEP-8	STEP 6
STEP 7	STEP 8	STEP 9	STEP 9	STEP 7
STEP 8	STEP 9	STEP 10	STEP 10	STEP 8
STEP 9	STEP 10	STEP 11	STEP 11	STEP 9
STEP 10	STEP 11	STEP 12	STEP 12	STEP 10
STEP 11	STEP 12	STEP 13	STEP 13	STEP 11
STEP 12	STEP 13	STEP-14	STEP 14	STEP 12
STEP 13	STEP 14	STEP 15	STEP 15	STEP 13
STEP 14	STEP 15	STEP 16	STEP 16	STEP 14
STEP 15	STEP 16		-	
STEP 16				

SALARY GUIDE MOVEMENT SECRETARIES 2008-11

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2008	2009	2010	2011				l
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Step 5	Step 6	Step 7	Step 9				
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2008-09 SALARY GUIDE SECRETARIES

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	A	В	С		
Step 1	27,112	27,445	27,780		
Step 2	27,455	27,789	28,123		
Step 3	27,799	28,133	28,467		
Step 4	28,143	28,476	28,811		
Step 5	28,702	29,037	29,371		
Step 6	29,279	29,611	29,945		
Step 7	30,050	30,385	30,717		
Step 8	31,296	31,631	31,964		-
Step 9	32,735	33,069	33,402		
Step 10	34,900	35,232	35,567		
Step 11	36,502	36,836	37,168		
Step 12	38,159	38,494	38,827		
Step 13	39,594	39,927	40,261		
Step 14	43,430	43,763	44,098	 	
Step 15	44,705	45,039	45,372		
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2009-10 SALARY GUIDE SECRETARIES

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Α	В	С			
27,958	28,301	28,646			
		29,355			
29,021	29,365	29,710			
29,598	29,943	30,288		:	# -
30,193	30,535	30,879			
30,988	31,333	31,676			
32,273	32,618	32,961			
33,757	34,100	34,444			
35,989	36,331	36,676			
37,641	37,985	38,328			
39,350	39,695	40,039			
40,829	41,172	41,517			
44,785	45,129	45,473			
46,099	46,444	46,788			
	27,958 28,312 28,667 29,021 29,598 30,193 30,988 32,273 33,757 35,989 37,641 39,350 40,829 44,785	27,958 28,301 28,312 28,656 28,667 29,010 29,021 29,365 29,598 29,943 30,193 30,535 30,988 31,333 32,273 32,618 33,757 34,100 35,989 36,331 37,641 37,985 39,350 39,695 40,829 41,172 44,785 45,129	27,958 28,301 28,646 28,312 28,656 29,001 28,667 29,010 29,355 29,021 29,365 29,710 29,598 29,943 30,288 30,193 30,535 30,879 30,988 31,333 31,676 32,273 32,618 32,961 33,757 34,100 34,444 35,989 36,331 36,676 37,641 37,985 38,328 39,350 39,695 40,039 40,829 41,172 41,517 44,785 45,129 45,473	27,958 28,301 28,646 28,312 28,656 29,001 28,667 29,010 29,355 29,021 29,365 29,710 29,598 29,943 30,288 30,193 30,535 30,879 30,988 31,333 31,676 32,273 32,618 32,961 33,757 34,100 34,444 35,989 36,331 36,676 37,641 37,985 38,328 39,350 39,695 40,039 40,829 41,172 41,517 44,785 45,129 45,473	27,958 28,301 28,646 28,312 28,656 29,001 28,667 29,010 29,355 29,021 29,365 29,710 29,598 29,943 30,288 30,193 30,535 30,879 30,988 31,333 31,676 32,273 32,618 32,961 33,757 34,100 34,444 35,989 36,331 36,676 37,641 37,985 38,328 39,350 39,695 40,039 40,829 41,172 41,517 44,785 45,129 45,473

2010-11 SALARY GUIDE SECRETARIES

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	A	В	С			
Step 1	28,813	29,198	29,583			
Step 2	29,178	29,563	29,948			
Step 3	29,544	29,929	30,314			
Step 4	29,909	30,294	30,679			
Step 5	30,504	30,889	31,274			
Step 6	31,117	31,502	31,887			
Step 7	31,936	32,321	32,706			
Step 8	33,260	33,645	34,030			
Step 9	34,789	35,174	35,559			3 8 8 8 8
Step 10	37,090	37,475	37,860			
Step 11	38,792	39,177	39,562			
Step 12	40,554	40,939	41,324			
Step 13	43,355	43,740	44,125			
Step 14	46,155	46,540	46,925			
Step 15	47,510	47,895	48,280			
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SALARY GUIDE MOVEMENT CUSTODIAL and MAINTENANCE 2008-2011

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			10-11			
		09-10				
	08-09					
07-08			Step 1			
		Step 1	Step 2			
	Step 1	Step 2	Step 3			
Step 1	Step 2	Step 3	Step 4			
Step 2	Step 3	Step 4	Step 5			
Step 3	Step 4	Step 5	Step 6			
Step 4	Step 5	Step 6	Step 7			
Step 5	Step 6	Step 7	Step 8			
Step 6	Step 7	Step 8	Step 9			
Step 7	Step 8	Step 9	Step 10			
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Step 9	Step 10	Step 11	Step 12			
Step 10	Step 11	Step 12	Step 13			
Step 11	Step 12	Step 13	Step 14			,
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2008-09 SALARY GUIDE CUSTODIAL

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	A	В	C			
Step 1	28,806	29,168	29,530	·		
Step 2	29,172	29,534	29,897			
Step 3	29,538	29,901	30,263			
Step 4	29,905	30,267	30,630			
Step 5	30,477	30,839	31,201			
Step 6	31,653	32,016	32,378			
Step 7	32,857	33,218	33,581			
Step 8	34,116	34,479	34,842			
Step 9	35,279	35,641	36,003			
Step 10	36,507	36,868	37,230			
Step 11	37,737	38,100	38,462			" " "
Step 12	38,970	39,332	39,694			
Step 13	40,062	40,424	40,786			
Step 14	42,013	42,376	42,738			
Step 15	43,888	44,250	44,613			
Step 16	46,247	46,609	46,971			
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		1	ects no increase ects 30-59 credi		ner sten	
			ects 60+ credits			

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Additional Compensation: After 4 years \$200., after 7 years \$200, after 10 years \$200. Longevity compensation is applicable to employees hired prior to September 1, 1988. New hires employed on or after September 1, 1988 shall not be eligible for longevity benefits. All employees currently employed shall be "grandfathered" as to applicable longevity benefits as provided in their respective salary schedules.

Notes: Longevity compensation is cumulative as each level is reached. The Board of Education shall pay for the driver's license for the bus drivers. Physical examinations are to be given by the Board of Education through the designated Board Medical Inspector.

2009-10 SALARY GUIDE CUSTODIAL

and the second second second second second second						
	A	В	С			
Step 1	29,704	30,078	30,452		. <u> </u>	
Step 2	30,082	30,456	30,829			
Step 3	30,460	30,834	31,207			
Step 4	30,838	31,212	31,585			
Step 5	31,428	31,801	32,175			
Step 6	32,641	33,015	33,388			
Step 7	33,882	34,255	34,628			
Step 8	35,181	35,554	35,929			
Step 9	36,379	36,753	37,126			
Step 10	37,646	38,018	38,392			
Step 11	38,915	39,288	39,662			
Step 12	40,186	40,559	40,933			
Step 13	41,312	41,685	42,059			
Step 14	43,323	43,698	44,072			
Step 15	45,257	45,631	46,005			
Step 16	47,690	48,063	48,437			
		Column B ref		e for credits lits adding \$300 s adding \$300. p		
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Additional Compensation: After 4 years \$200., after 7 years \$200, after 10 years \$200. Longevity compensation is applicable to employees hired prior to September 1, 1988. New hires employed on or after September 1, 1988 shall not be eligible for longevity benefits. All employees currently employed shall be "grandfathered" as to applicable longevity benefits as provided in their respective salary schedules.

Notes: Longevity compensation is cumulative as each level is reached. The Board of Education shall pay for the driver's license for the bus drivers. Physical examinations are to be given by the Board of Education through the designated Board Medical Inspector.

2010-11 SALARY GUIDE **CUSTODIAL**

	A	D			
	A	В	С	 	
Step 1	31,182	31,567	31,952		
Step 2	31,382	31,767	32,152		
Step 3	31,582	31,967	32,352		
Step 4	31,782	32,167	32,552		
Step 5	32,389	32,744	33,159		
Step 6	33,640	34,025	34,410		
Step 7	34,919	35,304	35,689		
Step 8	36,257	36,642	37,027	 	
Step 9	37,492	37,877	38,262	:	
Step 10	38,798	39,183	39,568		
Step 11	40,105	40,490	40,875		
Step 12	41,415	41,800	42,185		
Step 13	42,576	42,961	43,346		
Step 14	44,649	45,034	45,419		
Step 15	46,642	47,027	47,412		
Step 16	49,149	49,534	49,919		
		H	lects no increas lects 30-59 crea), per step	
			flects 60+ credit		
		<u> </u>			

Additional Compensation: After 4 years \$200., after 7 years \$200, after 10 years \$200. Longevity compensation is applicable to employees hired prior to September 1, 1988. New hires employed on or after September 1, 1988 shall not be eligible for longevity benefits. All employees currently employed shall be "grandfathered" as to applicable longevity benefits as provided in their respective salary schedules.

Notes: Longevity compensation is cumulative as each level is reached. The Board of Education shall pay for the driver's license for the bus drivers. Physical examinations are to be given by the Board of Education through the designated Board Medical Inspector.

2008-09 SALARY GUIDE MAINTENANCE/RECEIVING

	and the second of the second of the second		and the state of t	<u> </u>				
	A	В	С	D				
Step 1	32,913	33,242	33,571	35,120				
Step 2	33,429	33,758	34,087	35,636				
Step 3	33,945	34,274	34,603	36,152				
Step 4	34,461	34,790	35,120	36,668				
Step 5	35,571	35,900	36,229	37,777				
Step 6	36,964	37,293	37,623	39,171				
Step 7	38,190	38,520	38,849	40,397				
Step 8	39,709	40,038	40,367	41,916				
Step 9	41,279	41,608	41,937	43,486				
Step 10	42,653	42,982	43,311	44,859				
Step 11	44,079	44,408	44,738	46,286				
Step 12	45,361	45,690	46,020	47,568				
Step 13	46,587	46,917	47,246	48,794				
Step 14	49,522	49,851	50,180	51,729				
Step 15	51,389	51,718	52,048	53,596				
Step 16	55,298	55,627	55,967	57,505				

		Column A reflects no increase for credits Column B reflects 30-59 credits adding \$300. per step Column C reflects 60+ credits adding \$300. per step Column D for maintenance staff who hold a license as a condition of employment, including but not limited to an electrical or plumbing license.						

Additional Compensation: After 4 years \$200., after 7 years \$200, after 10 years \$200. Longevity compensation is applicable to employees hired prior to September 1, 1988. New hires employed on or after September 1, 1988 shall not be eligible for longevity benefits. All employees currently employed shall be "grandfathered" as to applicable longevity benefits as provided in their respective salary schedules.

Notes: Longevity compensation is cumulative as each level is reached. The Board of Education shall pay for the driver's license for the bus drivers. Physical examinations are to be given by the Board of Education through the designated Board Medical Inspector.

2009-2010 SALARY GUIDE MAINTENANCE/RECEIVING

						4
	A	В	С	D		
Step 1	33,940	34,279	34,619	36,215		
Step 2	34,472	34,811	35,151	36,748		
Step 3	35,004	35,344	35,683	37,280		
Step 4	35,536	35,876	36,215	37,812		
Step 5	36,680	37,020	37,360	38,956		
Step 6	38,117	38,457	38,796	40,393		
Step 7	39,382	39,721	40,061	41,658		,
Step 8	40,948	41,287	41,627	43,223		
Step 9	42,567	42,906	43,246	44,842		
Step 10	43,983	44,323	44,662	46,259		
Step 11	45,454	45,794	46,133	47,730		
Step 12	46,776	47,116	47,455	49,052		
Step 13	48,041	48,380	48,720	50,317		
Step 14	51,067	51,406	51,746	53,343		
Step 15	52,992	53,332	53,672	55,268	,	
Step 16	57,023	57,363	57,713	59,299		
10.08		,				
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		Column B re Column C re Column D fo	flects no increase flects 30-59 credit flects 60+ credit or maintenance so including but r	lits adding \$300. s adding \$300. p taff who hold a l	er step icense as a cor	ndition of umbing license.

Additional Compensation: After 4 years \$200., after 7 years \$200, after 10 years \$200. Longevity compensation is applicable to employees hired prior to September 1, 1988. New hires employed on or after September 1, 1988 shall not be eligible for longevity benefits. All employees currently employed shall be "grandfathered" as to applicable longevity benefits as provided in their respective salary schedules.

Notes: Longevity compensation is cumulative as each level is reached. The Board of Education shall pay for the driver's license for the bus drivers. Physical examinations are to be given by the Board of Education through the designated Board Medical Inspector.

		T	SALAR	Y GUID	${f E}$			
OLD /			ENANC	E/RECE	IVING			
The Property of the Property o	2010-11	2010-11						
STEP 2	CHANGES		A	В	С	D		
STEP 3	STEP 1:3	STEP 1	38,329	38,714	39,099	40,673		
STEP 4	STEP 4	STEP 2	39,329	39,714	40,099	41,673		
STEP 5	STEP 5	STEP 3	40,329	40,714	41,099	42,673		
STEP 6	STEP 6	STEP 4	41,329	41,714	42,099	43,673		
STEP 7	STEP 7	STEP 5	42,329	42,714	43,099	44,673		
STEP 8	STEP 8	STEP 6	43,329	43,714	44,099	45,673		
STEP 9	STEP 9	STEP 7	44,329	44,714	45,099	46,673		
STEP 10	STEP 10	STEP8	45,329	45,714	46,099	47,673	-	
STEP 11	STEP 11	STEP 9	46,845	47,230	47,615	49,189		
STEP 12	STEP 12	STEP 10	48,208	48,593	48,978	50,552		
STEP 13	STEP 13	STEP 11	49,511	4,986	50,281	51,855		
STEP 14	STEP 14	STEP 12	52,630	53,015	53,400	54,974		
STEP 15	STEP 15	STEP 13	55,699	56,084	56,469	58,043		
STEP 16	STEP 16	STEP 14	58,768	59,153	59,538	61,112		
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				Column B re Column C re Column D fo	flects no increas flects 30-59 creatifiects 60+ credit or maintenance s , including but r	dits adding \$30 is adding \$300. taff who hold a	per step Hicense as a co	ondition of plumbing license.

Additional Compensation: After 4 years \$200., after 7 years \$200, after 10 years \$200. Longevity compensation is applicable to employees hired prior to September 1, 1988. New hires employed on or after September 1, 1988 shall not be eligible for longevity benefits. All employees currently employed shall be "grandfathered" as to applicable longevity benefits as provided in their respective salary schedules.

Notes: Longevity compensation is cumulative as each level is reached. The Board of Education shall pay for the driver's license for the bus drivers. Physical examinations are to be given by the Board of Education through the designated Board Medical Inspector.

designated Board Medical Inspector.

EXTRA CURRICULAR & COACHING STIPENDS CONTRACT STAPENAS

POSITION		08-0	9 09-10	10-11
11th & 12th Grade Class Advisors		1,84	8 1,940	2,037
9th & 10th Grade Class Advisors		1,66	0 1,743	1,831
Activity Fund Coordinator		2,23	2 2,343	2,460
Activity Coordinator-Marketing		1,40	8 1,478	1,552
Student Council Advisor		1,71	4 1,800	1,890
Rebel (MEDIFOLD)		1,71		1,890
Peer Madator		1,71		1,890
Yearbook Advisor		4,48		4,941
VICA, FBLA, FCCLA, DECA, HOSA, FFA, ROBOTICS Advisors (RUBETTCS/WETT)		2,32		2,560
V-TAG Advisor		2,64		2,914
Part Time-Public Relations COMMUNITY INFORMATION LIA ISON		8,07		8,899
CIE Chairperson		5,21		5,748
Head Teachers SUB Caller		2,64		2,914
Gaidance Department Chairperson		4,97		5,483
HV Coordinator HAINES ROOM COORDINATOR (ITV)		7,28		8,027
Chairperson District Objective		5,75		6,344
Other Clubs (more than 1 advisor @ stipend Shared) Such As: Human relations,		4,78	5,025	5,276
Newspaper, Interact, Stage Crew, National Honor Society,, Choral/Drama/Performing Ar	ła.	4.00	- 1007	1 4 4 4 4
PSAT/SAT, Key Club + RACE CAR Co7/08 wzw)	lS,	1,03	5 1,087	1,141
SCHOLARSHIP CORRINATOR		1,930	3 1,819	1,910
ASSISTANT TO GULDONCE CHALL BENSON				
			- 2,138	\$ 560
POSITION		- <u>0</u> 9	09-10	10-11
Trainer (1/3 with Fall, Winter, & Spring Stipends)	15	647	16,430	17,251
Athletic Director	9.	207	9,667	10,150
Assistant Athletic Director		266	8,679	9,202
Spring Varsity Coaches		200	0,019	9,202
, - ,	_			
Baseball		733	7,069	7,423
Softball	6,	733	7,069	7,423
Spring Assistant Coaches		·		
Baseball	4.	671	4905	5,150
Softball		671	4905	5,150
	',	J1 1	7000	0,100
Fall Varsity Coaches		أمما	0.070	7044
Soccer (Boys & Girls)	-	543	6,870	7,214
Field Hockey (Girls)		543	6,870	7,214
Cross Country	5,	572	5,850	6,143
Closs Country				
				" " "
Fall Assistant Coaches	4	623	4,854	5,096
Soccer (Boys & Girls)			4,854	
Field Hockey (Girls)		523		5,096
Cross Country	4,	623	4,854	5,096
		_		
Winter Varsity Coaches				
Basketball (Boys & Girls)	7.	821	8,212	8,622
Bowling		149	6,457	6,780
Cheerleading/Step (V & JV)		031	5,283	5,547
Wrestling				1 '
vvcounty	7,	604	7,984	8,384
Winter Assistant Coaches				1
Basketball (Boys & Girls)	5,	425	5,696	5,981
	5.	031	5,283	5,547
Bowling		127	5,383	5,653
Wrestling	Ο,	, - ,	0,000	1 5,555
[<u></u>			1	1

Compensation for Interscholastic Sports related positions shall be paid as follows: Fall Sports second pay in November; Winter Sports second pay in March; Spring Sports second pay in June Athletic Trainer, 1/3 second pay in November, March & June. All others paid first pay in December & May.

Attachment C

The Burlington County Institute of Technology and the Burlington County Institute of Technology Education Association have reached agreement to amend Attachment C as referenced in Section A of Article XVI in the 2005-2008 Agreement.

- 1. Beginning April 1, 2009 the Board will change the Health insurance carrier from Aetna to the SEHBP to provide health insurance coverage to unit members of the Association.
- 2. Should the BOE appoint a carrier other than the SEHBP to provide health insurance coverage to unit members of the Association, the standard of reference for determining delivery of "equal or better" program shall be the SEHBP plan then in effect.
- 3. The standard shall apply to benefit levels, deductibles, coinsurance, and out of pocket expenses and administration of the plan.
- 4. During the life of the current agreement, members will not be required to contribute to any medical plan offered by the carrier.
- 5. If the BOE changes health care carriers as outlined in #2 above, and a unit member incurs a loss in level of benefits and/or administration of benefits as defined above, due to reasons other than the employee selecting a plan of "lesser benefits", then the Board shall:
 - a .Make the affected member financially whole;
 - b. Immediately seek from the health care provider increases in the level of benefits and/or administration of the plan to meet the levels as defined above, but have been discovered to be less;
 - c. The Board will publish and distribute to unit members and the Association notification of the increases in the level of benefits and/or administration of the plan.
- 6. As part of the provision of paragraph 5 above, the employees shall cooperate with the Board in its pursuit of the employee's claim.

Attachment D BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY

BUY BACK OF MEDICAL & PRESCRIPTION BENEFITS

- 1. Where an employee is eligible for the medical and/or prescription program and elects to take no such coverage for one year, the employee shall receive a payment in lieu of coverage. This payment (through payroll) will equal 50% of the premiums the district would have paid for the medical and prescription on behalf of the employee.
- 2. In successive years, forms will be distributed to all staff by May 1. The employee must return the form by May 30.
- 3. Any employee who elects not to take such insurance may re-enroll at the open enrollment period. Employees may, in certain circumstances, be allowed to re-enter the plan (s) at other times subject to carrier determination.
- 4. New employees can elect to waive such coverage. In that case, payment will be on or before December 30 and June 15, and shall be prorated for the number of months that the new employee would not be covered by such a policy.
- 5. If an employee has waived such coverage he/she shall be paid 50% of what the medical and/or prescription premium would be on October 1, of the current year. The employee will receive two equal payments made on or before December 30 and June 15 annually. The initial "opt out" period will run from September 1 to August 31 and the prescription coverage "opt out" will run from October 1 to September 30. The 50% shall be based upon the prescription rates on October 1 and the medical rates on September 1 of the current year.
- 6. If an employee has waived coverage and dies during the year, a payment shall be made to his/her estate on a prorated amount based upon the time elapsed in the premium year.

APPLICATION ON PAGE 66 CALL EXTENSION 213 OR 216

NOTE: The above terms are offered in accordance with the formal Section 125 plan on file in the district's Business Office.

Exhibit 1BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY

APPLICATION FOR WAIVER of INSURANCE COVERAGE MEDICAL AND/OR PRESCRIPTION BENEFITS

	,	FOR C	OFFICE USE ONLI		
NAME (please print)					
(picase print)		File # Date rec'd			
		Date Begin COVERAGE CODE 10 40 50 80			
HIRE DATE					
I understand that if I waive coverage, I shall receive 50% of premium cost for health and or prescription insurance in two equal payments on or before December 30 and June 15.			MED. RATE PRES.RATE DEC. PAY JUNE PAY		
	SOC SEC	~ #	DATE OF BIRTH		
IVAVID	500.52				
rage under another benefit pro	gram and I undersi	and that r	ny right to participate in		
n this certification. NOTE: Plea	ase provide copy of	current it	nsurance documentation,		
i.e. card, or other. MEDICAL INS. OTHER INSURANCE SPONSOR:			PRESCRIPTION COV.		
JMBER:					
	HIRE DATE at if I waive coverage, premium cost for health surance in two equal December 30 and June I INSURANCE COVERAGE RIPTION FOR PERIOD NTS ARE: NAME rage under another benefit pro n this certification. NOTE: Ple MEDICAL INS. ONSOR:	HIRE DATE at if I waive coverage, premium cost for health surance in two equal December 30 and June 15. INSURANCE COVERAGE FOR PERIOR RIPTION FOR PERIOD NTS ARE: NAME SOC. SEC	(please print) Date r Date I Date I CC HIRE DATE at if I waive coverage, premium cost for health surance in two equal December 30 and June 15. INSURANCE COVERAGE FOR PERIOD RIPTION FOR PERIOD NTS ARE: NAME SOC. SEC. # Trage under another benefit program and I understand that in this certification. NOTE: Please provide copy of current in this certification. NOTE: Please provide copy of current in MEDICAL INS. PRESCONSOR: PRESCONSOR:		

OPTOUT1 (8/26/96)

Attachment E

BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY

MEMORANDUM OF AGREEMENT

SHIFT CHANGES - CATEGORY C EMPLOYEES

It is agreed that the following shift changes for Category C Employees will be in effect on August 1, 2002, unless otherwise noted.

Medford Campus

1st Shift

No Change

2nd Shift

4:00 p.m. to 12:00 midnight

3rd Shift

Moves to the 2nd Shift

Westampton Campus

1st Shift

No Change

2nd Shift

4:00 p.m. to 12:00 midnight

*3rd Shift

11:00 p.m. to 7:00 a.m.

*Due to hardships, the 3rd Shift at the Westampton Campus will remain in effect until June 30, 2003. Effective July, 1, 2003, 3rd Shift employees will move to the 2nd shift.

Future employees will be hired for either the 1st Shift or 2nd Shift.

____ day of July, 2002.

This agreement is signed on this

Caringen Cauty Indials of Test access Example Encaring

Court Sacratary Husinatis Administrator

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MEMO

To:

Building & Grounds Staff, Medford and Westampton Campuses

From:

William L. Bell, Supervisor, Building & Grounds

Re:

Start Date - New Shift Changes

Date:

July 30, 2002

Shift Changs will become effective Monday, August 5, 2002 instead of August 1, 2002. The beginning of the work week is more feasible to initiate the new shift changes rather than begin mid-week. Listed below are the assignments under the new shift changes:

Medford Campus

Westampton Campus

6:30 am - 2:30 pm

S. Hammond - Maintenance

J. Adams

- Custodian

6:30 am - 2:30 pm

8:00 am - 4:00 pm

A. Kaveh - Maintenance

B. Haolcomb - Custodian

8:00 am - 4:00 pm

T. Mastripolo

- Custodian (Tues thru Sat)

J. Fitzpatrick W. Weisman - Custodian - Custodian/Shift Forepreson

S. Bell

R. Ingling A. Costoso

- Custodian

- Custodian

B. Dennison - Custodian/Shift Foirepreson

C. Bromiley - Receiving

9:00 am - 5:00 pm

D. Evans K. Ross

- Cusodian

- Receiving

- Maintenance

9:00 am - 5:00 pm

D. Evans - Cusodian

K. Ross

- Maintenance

4:00 pm - 12:00 am

2nd & 3rd Shift Cutodians

4:00 pm - 12:00 am

2nd Shift Cutodians

11:30 am - 7:30 pm 3rd Shift Custodians

*(Effective July 1, 2003, 3rd Shift

moves to 2nd Shift)

Thank you For your coorperation in this matter.

WLB/pv

19-02

Attahment (Memorandum of Agreement)

c: Paul A. Whitman, John Aulera, Fred Knaak

Attachment G

MEMORANDUM OF AGREEMENT BETWEEN

BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY BOARD OF EDUCATION

AND

BURLINGTON COUNTY INSTITUTE OF TECHNOLOGY EDUCATION ASSOCIATION

Salary Guide for Employee Categories A, B, C, shall be increased inclusive of increments:

5% Effective July 1, 2002 through June 30, 2003

5% Effective July 1, 2003 through June 30, 2004

5% Effective July 1, 2004 through June 30, 2005

Schedule F - Extracurricular stipends shall be increased 5% for 2003, 2004,2005

Salary Guides shall be mutually developed by both parties before approval by the Board of Education.

ARTICLE XVI - BENEFITS

New Language: All employees hired as of 7/1/02 will be provided applicable Patriot V coverage for the first three years of employment at no cost. Upon the achievement of tenure in the district, the employee will have the option to choose between other available options or remain with Patriot V.

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