

Revised: 3/21/91

Revised: 4/16/91

PREAMBLE

This Agreement is entered into this _____ day of _____, 1991 by and between the Board of Education of the Somerset County Vocational Schools, hereinafter called the "Board" and the Somerset County Vocational and Technical Education Association, representing the teachers, secretaries and custodians, as recognized by this Contract, of the Somerset County Vocational and Technical School District, hereinafter called the "Association".

ARTICLE I - RECOGNITION

- A. Pursuant to N.J.S.A. 34:13A-5.3, the Board recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for the following designated full-time and part-time personnel actively employed by the Board or on leave:

Classrooms/Shop Teachers
 Guidance Counselors
 Nurses
 Librarians
 Social Workers
 Cooperative Education Coordinator
 Learning Consultant
 Vocational Evaluator
 Secretarial/Clerical Employees
 Custodial/Maintenance Employees
 Security Employees
 School Psychologist

But excluding (specifically)

Temporary Employees
 Transportation Employees
 Secretary/Assistant Superintendent for Business
 Administrative Assistant to the Superintendent of Schools
 Head Bookkeeper
 Secretary to the Superintendent of Schools/Assistant Superintendent for Instruction
 Director of Building and Grounds
 Head Custodian (conducting evaluations)
 Foreman (conducting evaluations)
 All other employees of the Board

- B. Items specific to Teachers and other professional staff as contained herein:

Individuals included:

Unless otherwise indicated expressly or by implication, the term "teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined and references to male teachers shall include female teachers and vice versa. In various places, a teacher may be referred to as an "employee".

- C. Items specific to Secretaries and Custodians as contained herein:

Individuals included:

Unless otherwise indicated expressly or by implication, the term "secretaries" when used hereinafter in this Agreement shall refer to all secretarial and clerical employees represented by the Association in the negotiations unit as above defined, and the term "custodians" shall refer to all custodial, maintenance and security employees represented by the Association in the negotiations unit as above defined. The term "employees" shall refer to all employees represented by the unit as defined above. References to male employees shall include female employees and vice versa.

ARTICLE II - GRIEVANCE PROCEDURES

A. Definitions:

1. A "Grievance" shall mean a claim in writing by an employee or group of employees that there has been to him or them representation, misapplication, or a violation of any of the provisions of the Agreement. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of the time that the employee knows or should know of its occurrence; otherwise, the same shall be deemed to have been abandoned. The term "Grievance" shall not include the following:
 - a. Any matter for which a method of review is provided for or is cognizable by law or by any rule or regulation of the State Commissioner of Education or State Board of Education.
 - b. Any matter for which a method of review is provided for or is cognizable by the Public Employment Relations Commission.

- c. Matters which according to law are beyond the scope of Board authority.
 - d. Any rule or regulation dealing with the internal matters of the Somerset County Vocational Schools Board of Education or the State Commissioner of Education.
 - e. Any matter the determination of which would require an act by the Board of Education which it is without legal authority to do.
 - f. A complaint of a non-tenure employee which arises by reason of his not being re-employed.
 - g. A complaint by an employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required.
 - h. Any matter for which review by arbitration is prohibited by law.
- 2. A "party" is a person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken in order to resolve the grievance.
 - 3. School days when used in this Article refer to days when school is in session.

B. Procedures:

- 1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 3. It is understood employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. All time periods contained in the grievance procedure may be extended or accelerated by mutual agreement of the parties in writing.
5. Any party may be accompanied at all stages of the grievance procedure by one person that is a member of the association. (A "member of the association" includes a N.J.E.A. representative).
6. The grievant shall identify the specific Article and Section of this Contract and describe specifically how the grievant claims the Contract has been violated on the grievance submission form. Also included within the grievance submission form shall be the following items: date of incident in question, name of person or persons initiating the grievance, the assignment of the employee initiating the grievance, statement of the grievance, the date the grievance is filed and the resolution sought.

C. LEVELS OF GRIEVANCE APPEAL:

Level One

Any employee that has a grievance shall discuss it first with the employee's immediate supervisor in an attempt to resolve the matter informally at that level.

Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) school days, he shall set forth his grievance in writing to his immediate supervisor on the grievance forms provided. The employee's immediate supervisor shall communicate his decision to the employee in writing, with reasons, within ten (10) school days of receipt of the written grievance.

Level Three

The employee, no later than five (5) school days after receipt of his immediate supervisor's decision, if same is not satisfactory, shall appeal the same to the Superintendent of Schools. The appeal to the Superintendent must be made in writing with a copy to the employee's immediate supervisor setting forth the matter submitted to the employee's immediate supervisor as specified above and the reasons for his dissatisfaction with decisions previously rendered. The

Superintendent shall attempt to resolve that matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee and the employee's immediate supervisor as referred to above.

Level Four

If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) school days after receipt of the Superintendent's decision, may request a review and hearing by the Board of Education. The request shall be submitted in writing, with complete documentation to the Board, care of the Board Secretary, with a copy to the Superintendent. The Board shall conduct a de novo hearing to consider the appeal. The hearing shall be held within twenty-one (21) calendar days of receipt of the grievance appeal by the Board or the next Board meeting, whichever is later. The Board shall make a determination by or before the next Board meeting. The decision shall be in writing and shall be delivered to the aggrieved and their representative. The employee who has filed the grievance, or at least one employee from a group of employees filing a grievance, (if an individual or individuals are involved in the grievance) will be required to appear before the Board of Education for the said hearing.

Level Five

1. In the event any party is dissatisfied with the disposition of the grievance at Level Four, he may, within ten (10) school days after such written notice, submit the issue to arbitration. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
2. The rules and procedures of the American Arbitration Association shall be followed by the arbitrator. The decision of the arbitrator shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by or violative of any law (including the School Laws as embodied in N.J.S. 18A), or which is violative of the terms of this Agreement; and he shall have no power to add or subtract from or modify any of the terms of the Agreement, nor shall he in any case have power to rule on any issue or dispute excepted from the definition of a grievance under this Article II or excepted from this grievance procedure

by any other provision of this Agreement. The decision of the arbitrator shall be final and binding on all of the parties.

D. MISCELLANEOUS GRIEVANCE ITEMS:

1. Forms pertaining to the filing and processing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association and shall be given appropriate distribution.
2. All hearings under this grievance procedure shall be conducted in private and shall be confidential.
3. Each party shall bear the total cost incurred by itself.
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 in the personal file of any of the parties.

**ARTICLE III - HEALTH INSURANCE
(APPLICABLE TO ALL EMPLOYEES)**

- A. The Board agrees to provide and make available to each eligible employee, his spouse and unmarried dependent child, the program of hospital, medical and surgical insurance as provided by the Blue Cross/Blue Shield including Rider J and Major Medical insurance coverage as covered by the present master health insurance policy number 92570. Employees have the right to utilize an HMO Health Plan in lieu of the above coverage, but if the said HMO Health Plan costs the Board more than the employee's coverage under the aforesaid policy number 92570, then the employee will pay the excess cost of the same.
- B. The Board agrees to pay the full health insurance premium for each employee, his spouse and unmarried dependent child as provided in the above paragraph.
- C. The Board may substitute other insurance carriers so long as the insurance coverages provided above are similar to or better than those now being provided.
- D. The Board agrees to provide dental insurance for up to full family coverage at a maximum rate of \$450.00 per year per employee. Any cost above this sum will be borne by the employee through a payroll deduction plan.

- E. Those employees covered by the medical insurance described in paragraph one above will have their \$100.00 deductible paid by the Board if they are liable to pay the same. Those employees utilizing HMO Health Plans will have the right to submit up to \$100.00 worth of prescription or medical expenses to the Board for payment. Both of the above groups will utilize vouchers for the said payments. All vouchers will be submitted for payment before the date of July 31st following the school year in which incurred. In the event that the voucher is not submitted by the said date, the Board will have no obligation to pay the same.
- F. The Board agrees to provide a vision care plan which covers eye examinations every twelve (12) months, eyeglass lenses every twelve (12) months, and eyeglass frames every twenty-four (24) months in accordance with the provisions and reimbursement schedule of Vision Service Plan B. The plan will be nondeductible.

ARTICLE IV - USE OF CAR REIMBURSEMENT

- A. Association members shall be reimbursed at the rate per mile allowed by the IRS for the year preceding the year in question while using their automobiles in an official school activity.
- B. What constitutes an official school activity and under what conditions reimbursement is to be made shall be determined by the Superintendent.

ARTICLE V - LEAVES OF ABSENCE

- A. **Death in the Immediate Family**
 - 1. In case of a death in the immediate family, the employee shall be entitled to a maximum of five consecutive days of absence. The immediate family is defined as mother, father, sister, brother, child, grandparents, grandchild, spouse, spouse's parents, brother, sister, grandparents, brother-in-law and sister-in-law. Also, any aunt, uncle or first cousin living in employee's immediate household.
 - 2. The temporary leave days provided herein are for the sole purpose of arranging for and attending funeral services and for providing for a reasonable mourning period in connection therewith.

B. Court or Military Orders

There shall be no loss of pay due to absence caused by compliance with a court subpoena or selective service or military directive when compliance is mandatory and must be carried out during school hours. This does not include induction into military service or the meeting of military training requirements as these matters are covered by State Law.

C. Convention Days (Teachers Only)

When the school calendar calls for the High School or Technical Institute to be closed for two days at the time of the NJEA Convention, attendance on the part of the affected instructional personnel at the said Convention is expected unless excused by the Superintendent. Attendance at other conventions, without loss of pay, may be requested in advance under the provisions of Section D below.

D. Other Excused Absences

1. In addition to the absences permitted under Sections A and B (Secretaries and Custodians) and Sections A through C (Teachers) above, each employee may request to be excused without loss of pay for not more than a total of three days per school year for the following reasons and under the following conditions:
 - a. Obligatory religious holidays requiring abstinence from work, or performance of religious ceremonies and obligations during regular school hours.
 - b. Illness of other members of the family.
 - c. Attendance at a funeral, other than immediate family.
 - d. Attendance at a professional meeting or participation in a professional activity which would be of direct benefit to the school system.
 - e. Personal business which cannot be handled outside of school hours.
 - f. Wedding or birth in the immediate family.
 - g. Unforeseeable emergencies which result in absence allowed at the discretion of the Superintendent.

2. It is intended that these three days be available as a reserve for genuine emergencies and professional purposes only and unused days are converted to accumulated sick days.
3. Requests for absences are to be made in writing as far in advance as possible. In an emergency, the request must be made to the party designated by the Superintendent by telephone or other means of communication. The request, or in an emergency, a report will be forwarded to the Superintendent in writing with the principal's or supervisor's recommendation.
4. The Superintendent, in his discretion, shall approve or disapprove the request and notify the employee of his decision through the employee's immediate supervisor.
5. The Board shall grant maternity/paternity leave without pay to any employee in accordance with Board policy and the law.

ARTICLE VI - ASSOCIATION RIGHTS

- A. The Association President, if a teacher, shall be relieved of 80 minutes per week of non-instructional time for the purpose of attending to Association business directly involving the Association at the Somerset County Vocational and Technical Schools, provided that the Board incurs no costs for substitutes or any other item. In addition, the President shall be relieved of the fifteen (15) minute requirements set forth in Article XII, Section J.1. In the event that the Association President, or the elected officer chosen in writing by the Association to act in the place of such president who is a shop teacher, is a secretarial, clerical, custodial, maintenance or security employee, that employee shall be relieved, for up to 80 minutes each week for the purpose of attending, as such president or designee, to Association business directly involving the Association at the Somerset County Vocational and Technical Schools.
- B. The Board agrees to furnish to the Association, in response to reasonable requests, all available information concerning the educational program and contractual matters as they relate to collective negotiations.
- C. The Association shall have the right to use school buildings at all reasonable hours for meetings, provided the meeting does not interfere with the conduct of school, school connected activities or other meetings already scheduled involving the use of school buildings and further not interfere with the work day of the employees involved. The

Principal of the building and the Assistant Superintendent for Business shall be notified in advance, in writing, of the time and place of all such meetings and they shall approve the same, provided the meeting does not conflict with other scheduled events.

- D. The Association shall have the reasonable right to use school equipment, including typewriters, computers, duplicating equipment, calculating machines or any other school office equipment at such times during regular business hours when such equipment is not otherwise in use. The Association shall pay the Board the sum of \$200.00 per year on September 1st for the materials and supplies incident to such use and for any repairs necessitated as a result thereof. Any repairs caused by the negligence of the Association or its members will be the Association's responsibility.
- E. The Association shall have in each school building the exclusive use of a bulletin board in each faculty lounge. Copies of Association materials to be posted on such bulletin boards shall be given to the building administrator if practicable.
- F. One secretary and one custodian will be released from his or her duties from 3:15 to 4:00 p.m. (or a lesser period if the meeting terminates sooner) to attend official Association meetings to a maximum of once weekly.
- G. The Association shall have the right to reasonable use of the inter-school mail facilities and school mailboxes with the understanding that the Board has no responsibility or liability for delivery or misdelivery or any material. Further, said mailboxes shall not be used to distribute any material which can be construed as campaign material reflecting issues relating to political campaigns or activities in connection therewith, or in connection with any activity which is intended to or which would disrupt normal school operations. All material distributed shall bear the name of the Association.

ARTICLE VII - GENERAL MISCELLANEOUS

- A. In the event an employee desires to undergo a stress cardiogram test and either the school physician or the teacher's private physician recommends that the same be completed, the Board will pay for the cost of such stress cardiogram and all follow-up cardiogram tests if deemed necessary by the school physician or the employee's private physician, not to exceed the usual charge for the same which is made by the school physician. The time required for testing will not be charged to the employee.

- B. This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not in the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.
- C. This Agreement shall not be modified in whole or in part by the parties except by instrument in writing duly executed by both parties.
- D. If any provision or part thereof of this Agreement is held to be contrary to law, then such provision or part thereof shall not be further enforced except to the extent permitted by law, provided, however, all other provisions shall continue in full force and effect.
- E. A medical examination, in accordance with the requirements of N.J.S.A. 18A:16-2 and any regulations published pursuant thereto, is required of every employee annually. If an employee utilizes the school physician for the said examination, the Board will pay the cost of the examination, and the examination will be during school hours. (In the event the employee is a teacher, another teacher will cover any classes or duties of the teacher taking the said examination, without charge to the Board.) In the event the employee utilizes a physician of his or her choice, the Board will reimburse the employee the cost of the examination up to a maximum of the school doctor's charge to the Board. Any charge above the school doctor's charge to the Board will be the employee's responsibility. If a doctor of the employee's choice is utilized for the aforesaid examination, the employee will arrange the appointment for the same so that it is not during school hours.
- F. An employee retiring between July 1st and June 30th of any school year must notify the Superintendent by November 30th of the prior school year of his or her intention in writing. If no such notification is made, the employee can still retire, but the benefits which should have been paid at retirement will be accrued and paid during the second year of the employee's retirement.
- G. Except as this Agreement shall otherwise provide, all terms and conditions of employment in effect on the effective date of this Agreement, as established by the administrative procedures, practices, rules and regulations in force on said date, shall continue to be so applicable during the term of

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

ARTICLE VIII - BOARD RIGHTS

- A. The Board of Education, subject only to the express written provisions of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.
- C. By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board, are the rights to execute management and administrative control of the school system and its properties and facilities of its employees; to hire, assign, promote, transfer, and retain employees covered by this Agreement within the School District, or for cause to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to decide upon the means and methods of instruction (for teachers), and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and with respect to administrative and nonteaching activities, and the terms and conditions of employment; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to introduce new or improved methods and facilities; and to take whatever actions as may be necessary to accomplish the mission of the School District in any situation.

ARTICLE IX - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13A-1, et seq. in a good faith effort to reach agreement on matters concerning the terms and conditions of teachers', secretaries'

and custodians' employment. Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all recognized personnel under Article I hereof and it shall be reduced to writing and approved and signed by the Association, and, if approved by the Board, signed by the Board.

- B. The first meeting shall be limited to the establishment of ground rules, presentation of the Association's proposal, if any, and setting the date for presentation of the Board's proposal, if any. It is agreed by the parties to use their best efforts to conclude negotiations, including mediation and fact-finding, if necessary, prior to the conclusion of the school year in which this Agreement expires.

ARTICLE X - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1990, and shall continue in effect through June 30, 1992. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

ARTICLE XI - DEDUCTION FROM SALARY

- A. The Board agrees to deduct local and affiliated Association dues from the salaries of employees upon the written request of the employee, in compliance with applicable State and Administrative Rules and Regulations pertaining thereto.
- B. Upon written request of the employee, the Board agrees to deduct from the employee's salary monies for savings accounts with and for loan repayment to the Somerset County Teachers Federal Credit Union. Upon written request of the employee, the said deductions will be terminated consistent with administrative procedure.
- C. The Board and Association agree that there will be a representation fee for employees who do not become members of the Association. The Association agrees to save harmless the Board for any improper deductions based upon information given to the Board by the Association. This said representation fee shall be limited to eighty-five (85%) percent of the fee payable for secretarial and custodial employees who do not become members of the Association.

ARTICLE XII - ITEMS SPECIFIC TO TEACHERS

A. Salaries

1. Purpose

The 1990-92 Teachers Salary Guide has been prepared in order to enable the Board of Education to obtain and retain the services of teachers who are competent and well-prepared and to encourage teachers in service to continue to work for professional improvement.

2. Salary Guide

The salaries of all teachers covered by this Agreement are set forth in the salary guide which is attached hereto. The new salary guide structure no longer represents the years of employment in the school district or the original placement on the guide. Hereafter, all individuals shall move on a yearly basis from the point negotiated on the 1990-92 salary guide. The Association and the Board agree that no individual covered by the 1990-92 salary guide shall have the right to utilize the grievance procedure if he or she disagrees with their salary guide placement.

3. Operation of Salary Guide

a. In determining a new teacher's proper salary step the following procedure shall be used except that in no case shall the teacher be paid a salary less than provided for under Sections NJSA 18A:29-6 to NJSA 18A:29-16 of the New Jersey Statutes:

1) Salary step credit may be allowed for approved and appropriate full-time teaching elsewhere on the basis of one year of experience outside the school system for one salary step up to a maximum of that step which represents the 85th percentile level of all salary steps on the salary guide, only complete school years or half years will be counted.

2) Salary step credit for shop teachers may be allowed for approved and appropriate full years of full-time occupational experience over and beyond six years of occupational experience on the basis of two years of such experience for one salary step.

- 3) Salary step credit for related teachers may be allowed for approved and appropriate full years of full-time occupational experience over and beyond two years of occupational experience on the basis of two years of such experience for one salary step.
 - 4) Salary step credit may be allowed for approved and appropriate full years or half years of full-time military experience except that such service shall not be credited towards more than four salary steps.
 - 5) Salary step credit for the combination of occupational and military credit shall be limited to the maximum of that step which represents the 85th percentile level of all salary guide steps on the salary guide for inexperienced teachers and beyond such credit occupational experience may be recognized on the basis of two (2) years of such experience for one salary step. In the event that a teacher is hired above Step 1 on the Salary Guide after December 31st of any year, that teacher will not be advanced on the Salary Guide the following September. The teacher's first advance will be the second September after hiring.
 - 6) Salary step credit for experience shall be granted only when satisfactory evidence of such experience is provided as required by the Superintendent.
 - 7) In order to receive credit for advanced professional preparation, official transcripts and records must be presented to the Superintendent for approval and evaluation.
- b. The accompanying teacher salary schedule indicates the salaries which shall be paid at the various salary steps.
- 1) It is the intent and purpose of the Board to encourage and recognize appropriate professional improvement and preparation beyond the minimum requirements for certification.

- 2) **Schedule 1** is based on the minimum requirements for permanent certification for shop teachers, C.I.E. Coordinators, related subject and academic subject teachers.
- 3) **Schedule 2** provides for salaries during the 1990-91 school year and the 1991-92 school year for shop teachers and C.I.E. Coordinators with 57 college credits, and for related and academic teachers with a B.S. degree plus 15 post graduate credits.
- 4) **Schedule 3** provides for salaries during the 1990-91 school year and the 1991-92 school year for shop teachers and C.I.E. Coordinators with 98 college credits, and for related and academic teachers with a B.S. degree plus 30 post graduate credits (with at least 21 credits being in the teacher's area of teaching certification or certifications and/or courses which will enhance instruction in the following areas: curriculum, classroom management, reading and discipline specific courses.)
- 5) **Schedule 4** provides for salaries during the 1990-91 school year and the 1991-92 school year for shop teachers and C.I.E. Coordinators with Bachelors degrees and related and academic teachers with Masters degrees plus 30 post graduate college credits.
- 6) **Schedule 5** provides for salaries during the 1990-91 school year and the 1991-92 school year for shop teachers and C.I.E. Coordinators with Masters degrees or Bachelors degrees plus 30 credits, and related and academic teachers with a Doctorate degree or a Masters degree plus 90 post graduate credits.
- 7) Promotional increases that are a result of increased academic preparation shall be made twice a year, in September and February, after official transcripts or records of courses are presented to the Superintendent for approval.
- 8) Any teacher directed to use his assigned preparation period or assigned activity period or assigned duty period to serve as a substitute teacher shall be paid at the rate of \$18.40/hour for instructional period above the contractual limit (High School) in which the

teacher's services are utilized as such substitute teacher. Payment for such substitute service shall be treated as part of the substitute teacher payroll and shall not be deemed a part of the teacher's salary.

- c. All salaries and increments for positions or special assignments not herein classified shall be set by special action of the Board upon the recommendation of the Superintendent.
- d. The regular annual salary for a teacher is to be considered full remuneration for a 'normal load'. This is defined as:
 - 1) A full time teaching assignment with the many nonclassroom obligations normally associated with such an assignment.
 - 2) Sponsorship of one major extra-curricula activity and/or special duties as assigned by the principal; notwithstanding entitlement to extra-curricular compensations under the section hereof entitled "Extra-curricular Compensation", if so provided for.
 - 3) "Normal load" shall include maintaining an up-to-date course of study outline and proficiencies.
 - 4) Teachers will be expected to attend all faculty meetings. There will be a maximum of eight (8) faculty meetings per year, three (3) of which shall be attended by all faculty members simultaneously; one (1) of the simultaneous meetings will include the year's first faculty meeting. The two remaining simultaneous meetings will start within five (5) minutes of the completion of C-Session classes and not exceed forty (40) minutes in length. All other faculty meetings will start within five (5) minutes of the completion of the last scheduled class and will not exceed forty (40) minutes in length. This attendance is included within the normal workload of the teacher without additional compensation.
- e. Teachers who are not under tenure shall be rated at least three times a year under an established rating system. When an unsatisfactory rating is made, the

final status of the teacher shall be determined by the Superintendent through conference with the principal and/or supervisor, and teacher.

- f. Whenever necessary to calculate a daily rate for employees the following procedure shall be followed:
 - 1) For employees serving on a ten month basis, the daily rate shall be 1/200 of the annual base salary.
 - 2) For employees serving on a twelve month basis, the daily rate shall be 1/250 of the annual base salary.
- g. Substitute pay for substitutes other than those teachers covered by this contract shall be established at rates determined by the Board of Education.
- h.
 - 1) The normal working days for each school year are shown in the official calendar approved by the Board. The calendar is subject to change at the discretion of the Board. For example, as recommended by the Superintendent, the Board may authorize the closing of schools and/or offices in case of emergencies and may authorize the opening of schools and/or offices to make up such lost days. In any event, there shall be 180 student contact days (or the actual statutory number fixed by the State of New Jersey for minimum student contact days) plus a maximum of one (1) full additional day and four half days of up to four (4) hours each, excluding lunch.
 - 2) All teachers will be at school unless the same is closed by the Superintendent or his designee. If a teacher is not at school when the same is open, then that teacher will be designated as "absent". In the event a teacher is "absent" and school remains officially open for only one-half day, that teacher will be charged with only one-half of a day's absence.
- i. The most important factor in the success of an educational program is the competence and devotion to duty of the teaching staff.

- 1) Therefore, all full-time day school instructional personnel are to be available for work or special assignment from September 1 through June 30 unless excused by the Superintendent; Saturdays, Sundays, and Board approved holidays excepted. Personnel are expected to be on the job at least fifteen minutes before school opens and to remain at least fifteen minutes after school closes or until their work, which may include special assignments, is completed.
 - 2) Part-time instructional employees shall work such hours as assigned by the supervisor in charge.
- j.
- 1) In the event a guidance counselor is directed by the Superintendent or his designee to work in excess of the normal work day, the counselor shall be compensated for the additional time worked at the rate of \$18.40 per hour. The counselor's duties and working hours shall be assigned by the school principal, subject to the approval of the Superintendent, including summer work.
 - 2) Guidance counselors may be employed on a twelve month basis with one month vacation (Guidance Counselors "A"), or on a ten month basis (Guidance Counselors "B").
- k. Passing from one salary level to the next higher shall take place on July 1st for twelve month employees and September 1st for ten month employees.
- l. Longevity compensation shall be paid as follows:
- 1) School Year 1990-91
 - a) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1981 shall be paid an additional \$600.00 for the school year 1990-91.
 - b) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1976 shall be paid an additional \$350.00 for the school year 1990-91. This payment is in addition to item (a) above.

- c) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1971 shall be paid an additional \$350.00 for the school year 1990-91. This payment is in addition to item (b) above.
 - d) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1966 shall be paid an additional \$350.00 for the school year 1990-91. This payment is in addition to item (c) above.
- 2) School Year 1991-92
- a) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1982 shall be paid an additional \$600.00 for the school year 1991-92.
 - b) Any teacher employed continuously at Somerset County Vocational School since September 1, 1977 shall be paid an additional \$350.00 for the school year 1991-92. This payment is in addition to item (a) above.
 - c) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1972 shall be paid an additional \$350.00 for the school year 1991-92. This payment is in addition to item (b) above.
 - d) Any teacher employed continuously at Somerset County Vocational Schools since September 1, 1967 shall be paid an additional \$350.00 for the school year 1991-92. This payment is in addition to item (c) above.
- m) Any shop teacher who is required to "set-up" for Adult Continuing Education, Technical Institute Twilight Programs or any other matter, shall receive the sum of \$75.00 per night (not per use) per semester for each night the teacher's shop is used for the same. "Set-up" is defined to be: receiving and securing Adult Continuing Education or Technical

Institute Twilight Program materials and supplies, normal repairing and servicing of equipment, set up materials, tools and equipment when necessary and call suppliers when necessary.

- n) Home Bound instruction shall be paid at the rate of \$19.40 per hour and mileage to the assignment from the school and returning to the school shall be paid in accordance with the use of car reimbursement section of this contract. All assignments will be awarded on a rotating district seniority basis.
 - o) Nonstudent contact activities such as curriculum work and special projects shall be paid at the rate of \$18.40 per hour.
4. Teachers covered by this Agreement shall be paid on the 15th and the last Friday of each month. When a pay day falls on or during a school holiday, vacation or weekend, teachers shall receive their pay checks on the last school day prior to the holiday, vacation or weekend. Each teacher shall receive his final check on his last working day in June provided he has fulfilled and completed all assignments and responsibilities of his position.
5. Each employee employed on a ten month basis shall have the option of utilizing a payroll deduction savings plan which will enable the employee to have deducted from each of his or her semi-monthly pay installments an amount which employee shall designate.
6. A teacher shall have the option of earning credits by either the type set forth in the section of this contract entitled "Course Reimbursement" or from courses provided through the school as approved by the Board of Education. The "in-school" courses will be allowed credits as per the above section of this contract, but no monetary payment, as provided for in the above section of this contract will be made to the teacher completing the same, but the teacher will have credit awarded towards salary lateral movement. All "in-school" courses will be only offered after school hours. The requirements herein are in addition to any emergency certification requirements.

SALARY GUIDE 1990-91

<u>Schedule</u>	1*	2*	3*	4*	5*
A	25,408.	26,158.	26,908.	27,658.	28,408.
B.	25,908.	26,658.	27,408.	28,158.	28,908.
C.	26,708.	27,458.	28,208.	28,958.	29,708.
D.	27,608.	28,358.	29,108.	29,858.	30,608.
E.	28,508.	29,258.	30,008.	30,758.	31,508.
F.	29,508.	30,258.	31,008.	31,758.	32,508.
G.	30,508.	31,258.	32,008.	32,758.	33,508.
H.	31,508.	32,258.	33,008.	33,758.	34,508.
I.	32,508.	33,258.	34,008.	34,758.	35,508.
J.	33,508.	34,258.	35,008.	35,758.	36,508.
K.	34,708.	35,458.	36,208.	36,958.	37,708.
L.	35,908.	36,658.	37,408.	38,158.	38,908.
M.	37,408.	38,158.	38,908.	39,658.	40,408.
N.	39,108.	39,858.	40,608.	41,358.	42,108.
O.	41,108.	41,858.	42,608.	43,358.	44,108.
P.	43,108.	43,858.	44,608.	45,358.	46,108.
Q.	45,108.	45,858.	46,608.	47,358.	48,108.
R.	47,108.	47,858.	48,608.	49,358.	50,108.

*1 Academic + Related B.S.
Shop 6 Years

*2 Academic + Related B.S. + 15
Shop + 57

*3 Academic + Related
B.S. + 30
Shop + 98

*4 Academic + Related
M + 30
Shop B.S.

*5 Academic + Related
Doctorate or M + 90
Shop - Masters or B.S. + 30

SALARY GUIDE 1991-92

<u>Schedule</u>	1*	2*	3*	4*	5*
A	28,503	29,253	30,003	30,753	31,503
B	29,003	29,753	30,503	31,253	32,003
C	29,503	30,253	31,003	31,753	32,503
D	30,303	31,053	31,803	32,553	33,303
E	31,203	31,953	32,703	33,453	34,203
F	32,103	32,853	33,603	34,353	35,103
G	33,103	33,853	34,603	35,353	36,103
H	34,103	34,853	35,603	36,353	37,103
I	35,103	35,853	36,603	37,353	38,103
J	36,103	36,853	37,603	38,353	39,103
K	37,103	37,853	38,603	39,353	40,103
L	38,303	39,053	39,803	40,553	41,303
M	39,503	40,253	41,003	41,753	42,503
N	41,003	41,753	42,503	43,253	44,003
O	42,703	43,453	44,203	44,953	45,703
P	44,703	45,453	46,203	46,953	47,703
Q	46,703	47,453	48,203	48,953	49,703
R	48,703	49,453	50,203	50,953	51,703
S	50,703	51,453	52,203	52,953	53,703

*1 Academic + Related B.S.
Shop 6 Years

*2 Academic + Related B.S.+15
Shop + 57

*3 Academic + Related
B.S. + 30
Shop + 98

*4 Academic + Related
M + 30
Shop B.S.

*5 Academic + Related
Doctorate or M + 90
Shop - Masters or B.S. + 30

B. Course Reimbursement

1. The Board agrees to contribute toward the cost of approved courses for professional improvement under the following conditions:

- a. 100 percent of tuition for 12 credits (Fiscal Year)
- b. 50 percent of tuition over 12 credits (Fiscal Year)
- c. Credit cost reimbursement to be up to the current cost at Rutgers-The State University. Any charges above that credit cost will be borne by the teacher (except for registration fees which are reimbursable).
- d. Reimbursement will be made upon presentation of a transcript showing a grade of least 3(C) or higher and a paid bill.
- e. All courses must be taken at an accredited college or university, as recognized by the New Jersey Department of Education.
- f. In order to receive reimbursement the applicant must be in the employ of the District at the time the reimbursement is to be made and must present proof of payment from the college or university, together with an official transcript and claim form. An applicant who wishes to be reimbursed for post-certification credits taken during the spring or summer term of any given year must have been granted and accepted an employment contract for the following year.
- g. This policy does not apply during the term of any sabbatical leave granted to the employee.
- h. Applications and requests are to be submitted to the Superintendent for recommendation to the Board and be approved before enrolling for course work. The following dates apply:

Application deadlines:

June 30 for summer school courses

September 30 for fall semester courses

January 30 for spring semester courses

- i. See Article XII.A.6. for additional information as to this section.

- j. Payment for courses will be made in February and September following the school year in which the course was completed.
- k. Approval for courses shall not be withheld except for pre-certification credits (emergency certificated teachers), credits from nonaccredited institutions and for credits that are more than two years old.

C. Sick Leave

1. Definition of Sick Leave

- a. Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
- b. Teachers may use sick leave days in the event of illness of a spouse or child that resides in the teacher's household.

2. Sick Leave Allowable

All teachers who are contractually employed by the Board shall be allowed sick leave with full pay for twelve (12) school days in any school year. Teachers on 12 month contracts will be allowed sick leave with full pay for fifteen (15) school days in any school year. Any unused sick leave shall be permitted to accumulate.

3. Accumulated Sick Leave

- a. If a teacher requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years. Teachers shall be given a written accounting of accumulated sick leave days no later than September 30 of each year.
- b. The Base Substitute Cost Figure "BSCF" to be utilized during any one school year will be determined by taking the total number of sick and personal days used by teachers and multiplying that number by \$65.00. For the 3 complete school years

immediately preceding the present school year, the "BSCF" in each year will be determined and divided by 3 to obtain the "Average Substitute Cost Figure "ASCF". The present year's "BSCF" is then subtracted from the preceding 3 years' "ASCF" with the difference to be split equally between the Board and the teachers who have utilized 2 or less sick and/or personal days during the present year. The Board will provide the sum of \$500.00 as an incentive fund to be divided among those qualifying teachers (those using 2 or less sick and/or personal days during the present year) even if the savings referred to above are not realized. In the event that the savings obtained for the present year are \$500.00 or less, then the award incentive fund will be utilized instead of the actual savings figure. By way of example: For the 1990/1991 school year, it is determined that \$10,000.00 is the "ASCF" for the prior three years [1989/90 = \$15,000.00 (BSCF); 1988/1989 = \$10,000.00 (BSCF); and 1987/88 = \$5,000.00 (BSCF)]. In 1990/1991 the "BSCF" was \$7,000.00. In 1990/1991 three teachers utilized two or less sick and/or personal days and would each receive \$500.00 pursuant to this provision. In a second case, the above \$10,000.00 "ASCF" is set and the "BSCF" for the 1990/1991 school year is \$9,600.00, then \$500.00 would be divided among the qualifying teachers.

4. Prolonged Absence Beyond Sick Leave Period

If a teacher uses all required and accumulated sick leave, he may receive the difference between his pay and that of a substitute, for a period of 60 school days, or until the end of the school year, whichever comes first. The decision to employ a substitute has no bearing on this salary reduction. For the purpose of this paragraph, the "substitute rate of pay" shall be \$60.00 whether a substitute is hired or not.

5. Physician's Certificate Required for Sick Leave

The Board may, at their discretion, require a teacher to furnish a physician's certificate of illness or injury.

6. Disposition of Accumulated, Unused Sick Days

- a. Upon retirement from the District and after ten continuous years therein, the teacher shall receive payment for accumulated, unused sick days on the basis of one day for every two sick days accumulated

include the subject area and grade, and shall detail the teacher's qualifications for the position desired.

- b. In the consideration of request for voluntary reassignment, the transfer may be made if:
 - 1) A vacancy is foreseen,
 - 2) The teacher's principal or administrator approves,
 - 3) The Superintendent approves.
- c. In the determination of requests for voluntary reassignments and/or transfer the wishes of the individual teacher may be honored to the extent that the voluntary reassignment or transfer does not conflict with the instructional requirements and best interest of the school system.

2. Involuntary

- a. If the Superintendent is considering an involuntary transfer, he shall notify faculty and Association no later than April 15th.
- b. Any teacher may volunteer for the considered transfer no later than May 1st.
- c. If, in the opinion of the administration, there is no acceptable volunteer available, the Superintendent will, in his discretion, make the assignment after consideration of all relevant factors, such as, but not limited to, length of service, teaching certificate held, major and minor fields of study, education or experience in other areas, class size, effect on programs of study.
- d. Notice of involuntary transfer shall be given to the teacher involved no later than May 15th unless unforeseen circumstances preclude such notification.

3. Review

- a. The decision of the Superintendent on transfers and reassignments shall be final and not subject to the grievance procedure set forth herein.

- b. However, if the transferred is dissatisfied with the decision of the Superintendent, the transferred may request, within thirty (30) days, a hearing with the Board. Upon such request, the Board shall conduct a hearing and shall render a decision in writing. Said decision shall be final and binding.

F. Extra-Curricular Compensation

- 1. Extra-curricular compensation shall be paid to teachers who are given duties enumerated below.
 - a. Each compensable assignment shall be described by a job description, including duties and responsibilities, term of assignment, and supervision.
 - b. Teachers receiving supplemental pay for extra-curricular assignments which run for the full year shall be paid the same in three equal payments to be added to the said teacher's first pay in the months of November, February and June. In the event the extra-curricular assignment shall run for less than a full year, the payment to the teacher shall be upon completion of the assignment.
 - c. Such assignments shall be at the discretion of the principal and may be revoked for unsatisfactory performance, upon approval of the Superintendent.
 - d. No assignment for one school year shall apply to the next school year unless the principal recommends it.
 - e. Teachers with paid assignments shall carry normal teaching loads.
 - f. Contracts for paid additional assignments shall be issued by May 30th if feasible.
 - g. Extra-curricular positions will be remunerated in accordance with the attached schedule.
 - h. Creation, elimination or suspension of any activity or position or the decision of whether or not to fill any position is at the discretion of the Board.

ASSIGNMENT	<u>1990-91</u>	<u>1991-92</u>
Student Government Advisor T.I.	\$ 750	\$ 750
Varsity Coach	2400	2400
Intramural Coach, full year	750	750
Intramural Coach, half year	375	375
Advisor, High School (12)	1500	1500
Advisor, High School (11)	1500	1500
Advisor, High School (10)	1500	1500
Advisor, High School (9)	1500	1500
Newspaper, High School	1260	1260
Yearbook, High School	2157	2157
Yearbook, Financial Advisor	1155	1155
Cheerleading	750	750
Safety Comm., High School	750	750
Safety Comm., T.I.	750	750
Newspaper, T.I.	1124	1124
Yearbook, T.I.	1124	1124

G. Appointments and Promotions

1. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions of administrator-supervisory levels of responsibility, including but not limited to such positions as principal, specialists, and department heads. All vacancies including shop teachers, related subject teachers, academic teachers, specialists and/or special project teachers, pupil personnel workers and positions in programs funded by the federal government shall be adequately publicized by the Superintendent in accordance with the following procedure:

- a. When school is in session, a notice shall be posted in each school as far in advance as practicable. A copy of said notice shall be given to the Association at the time of posting. Teachers who apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing the receipt of all such applications.
 - b. Teachers who desire to apply for a promotional position which may be filled during the summer when school is not regularly in session shall submit their names to the Superintendent, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent shall notify such teachers of any vacancy in any position for which they desire to apply. Such notice shall be sent as far in advance as practicable. In addition, the Superintendent will furnish a copy of said notice to the Association.
2. In both situations set forth in the above section, all positions so posted will have a job description attached thereto.
 3. All qualified teachers shall be given the opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the professional background and attainments of all applicants and other relevant factors.

4. Announcements of appointments shall be made by posting a list in the office of the central administration and in each school office, and a list shall be given to the Association indicating which positions have been filled and by whom.
5. Interview procedures for all applicants shall be consistent, insofar as possible.

H. Teacher Work Year

1. The detailed school calendar shall be formulated by the Administration. A copy of the proposed calendar will be sent to the Association for its consideration prior to the Board's approval.
2. Twelve month employees covered by this Agreement shall be permitted to take an uninterrupted vacation period, if desired, provided such scheduling does not conflict with his regular assignment and bears the approval of the Superintendent.
3. At the Technical Institute, noninstructional days are those teacher work days which are a part of the teacher work year calendar when students are not in attendance. Utilization of such noninstructional days shall include but not be limited to:
 - a. Staff development
 - b. Course development, preparation and planning
 - c. Review and planning for new printed and/or mediated instructional materials
 - d. Evaluation of course and/or programs
 - e. Other such areas as identified by the faculty members
4. Teachers will be required to attend graduation and open house activities, not to exceed three (3) times per school year, during evening hours and will receive compensatory time off on those days for such activities. In the event more than three (3) times are required, the teacher will be reimbursed at the rate set forth in Article XII, A.3.b.8.

I. Sabbatical Leave

1. A sabbatical leave may be granted by the Board of Education to an employee who has completed seven (7) or more years of continuous service in the Somerset County Vocational and Technical Schools, upon recommendations of the Superintendent, for study, to update his trade experience, or for other reasons of value to the school system subject to the following conditions:
 - a. Request for sabbatical leave must be received by the Superintendent in writing no later than December 1st, previous to the year for which the absence is requested. Action must be taken on all such requests no later than February 1st of the school year preceding the school year in which the sabbatical is requested.
 - b. Not more than one (1) teacher from the High School and one (1) teacher from the Technical Institute shall be granted a sabbatical leave for the same year.
 - c. The salary granted for up to one (1) year's sabbatical leave shall be three-fourths ($\frac{3}{4}$) of the salary the employee would be entitled to if not on leave. Such salary shall be paid monthly and deducted therefrom shall be the regular deductions for the employee's pension fund and other deductions authorized by the employee. Tenure rights shall be without prejudice. Salary payments shall be made in accordance with the schedule for payment of salaries in the school system.
 - d. Upon return from sabbatical leave, an employee shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence. The employee shall retain all benefits accrued previous to the commencement of the leave.
 - e. As a condition of the granting of a sabbatical leave, the employee shall have agreed to continue in the service of Somerset County Vocational and Technical Schools for a period of at least three (3) years after the expiration of the leave of absence. Failing to so continue in service, the employee shall repay on demand to the Board of Education, the full salary received while on leave unless such employee is incapacitated, has been discharged or has been released for good and sufficient reasons by

the Board of Education from this obligation. Incapacitated is defined as being unable to perform the duties required of the individual pursuant to his or her employment with the Board. A contract between the Board of Education and the employee shall be executed before the sabbatical leave is granted formalizing the above agreement.

- f. Applicants for a sabbatical shall agree to abide by all written conditions of policy set by the Board of Education to govern such leaves of absence.
- g. Employees on such leaves may not associate for compensation with any person, persons, or organization during the leave, except when the Board of Education approves such association as beneficial to this school system and upon conditions prescribed by them.
- h. The teacher shall be required to submit written reports and/or evaluations to the Superintendent after the completion of his course of study or work project.

J. Work Hours and Work Load

- 1. The in-school work day of teachers in the High School shall not exceed seven (7) hours, which includes fifteen (15) minutes before the teacher's classes begin and fifteen minutes after the teacher's classes end, except that teachers may be assigned an additional three-quarter (3/4) hours for a total work day of seven and three-quarters (7-3/4) hours. Any teacher who is required to work such three-quarter (3/4) hours beyond the normal work day shall receive annual compensation for such extra time in the amount of twelve (12) percent of such teacher's base salary. The CIE coordinator's position shall be considered as requiring the additional annual compensation set forth herein as the same requires the extra hours of work.
- 2. Academic teachers shall be assigned no more than 27 classroom teaching and/or duty periods of 45 minutes or its equivalent per week. The assignment of the 6th period teaching load will be rotated from year to year to different teachers by the Superintendent if, in his opinion, the same can be accomplished without detriment to the educational process.

3. Teachers may be assigned student supervision duties within the teacher's assigned building. Supervision duties not relating to any building, for example, cafeteria, courtyard, will be assigned without regard to any teacher's building of assignment on a 'staggered' basis. Teachers shall not be assigned parking lot supervision. The foregoing does not relieve any teacher from controlling or reporting infractions occurring in the school either in the teacher's presence or to the teacher's knowledge.
4. Taking of school-wide attendance as to tardiness and absence will not be the responsibility of teachers. The foregoing is not intended to relieve teachers from the duty of taking attendance as to tardiness and absence in their own classroom.
5. The Board will notify teachers by May 30th of their class schedules for the following school year, if practicable, and in any event not later than July 1st.
6. The Special Education shop teachers shall receive forty-five minutes per day of release time during the existence of the present operational scheme; however, those on campus shall receive a three hundred minute period per five school day week combination release time and related instruction.
7. a. In the event a related teacher with a teaching load of under 150 students is assigned more than 1100 minutes per week to teach, that teacher shall be awarded a stipend of the teacher's base salary for each 60 minutes beyond 1100 minutes worked each week as set forth below:

Related Teacher (1) with 125 students is scheduled for 1160 - 2% stipend of base salary.

Related Teacher (2) with 100 students is scheduled for 1220 - 5% stipend of base salary.
- b. In the event a related teacher with a teaching load of 150 students or more is assigned more than 900 minutes per week to teach, that teacher shall be awarded a stipend of the teacher's base salary for each 60 minutes beyond 900 minutes worked each week, as set forth below:

Related Teacher (3) with 160 students is scheduled for 960 - 2% stipend of base salary.

Related Teacher (4) with 152 students is scheduled for 1020 - 5% stipend of base salary.

8. Absences on state holidays when school is open must be made up prior to June 30th of that school year. If the day chosen for make up is not, in fact, made up, the teacher shall have the following options:
 - a. Submit the absence as personal leave
 - b. Submit the absence as illness
 - c. Have one day's pay subtracted from the teacher's pay

The teacher shall notify the Superintendent by June 1st of his/her choice.

9. Attached hereto as Addendum A is the Recommended Workload Guidelines for the Technical Institute as recommended by the Workload Committee on July 1, 1984. This document is attached hereto for historic and guidance purposes only as the same may have been modified at various times in the past and is not intended to fully express the Technical Institute workload guidelines presently in effect.

K. NOTIFICATION OF STATUS

1. On or before April 30th of each year, the Board shall give to each nontenure teacher continuously employed since the preceding September 30th either:
 - a. A written offer of a contract for employment for the next succeeding year providing for usual termination clause on notice, but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association; or
 - b. A written notice that such employment shall not be offered.
 - c. If the nontenure desires to accept such employment, he shall notify the Board of such acceptance in writing within ten (10) days after receipt of such offer.
2. Any nontenure teacher who receives a notice of nonemployment may within five (5) working days thereafter, in writing, request a statement of reasons

for such nonemployment from the Superintendent, which statements shall be given to the teacher in writing within five (5) working days after receipt of such request.

3. Any nontenure teacher who has received such notice of nonemployment and statement of reasons shall be entitled to request a conference meeting with the Board, which request must be made within five (5) working days after receipt by the teacher of the statement of reasons. If the Board grants such request, it shall so notify the teacher who shall have the right to be accompanied to the conference by one (1) representative of the Association. The Board shall notify the teacher of its decision within ten (10) working days after such conference.

L. MISCELLANEOUS PROVISIONS APPLICABLE TO TEACHERS ONLY

1. A study committee will be formed composed of two (2) appointees of the Superintendent and two (2) appointees of the Association, in order to identify and analyze problems as to compensation format and work load of unit members at the Technical Institute.
2. As professional people, teachers, in the best interests of the school system and the children whom they serve, may wish to perform beyond the minimal requirements of their employment agreement. The Association agrees to encourage such voluntary performance and not to interfere with or discourage such performance by any teacher or group of teachers.
3. The Board agrees to provide an amount not to exceed \$110.00 for the 1990-91 school year and \$120.00 for the 1991-92 school year for the purchase of uniforms for shop and related teachers. In the event a teacher accepts the payment for uniforms hereunder, the teacher must wear the uniform to school each day.
4. Teachers will be given five working days following the end of the marking period to complete quarterly grades and provide the same to the designated supervising personnel.
5. No teacher shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause. Teachers and supervising personnel will not exhibit professionally unacceptable behavior on the school premises or at school functions. Any such actions asserted by the Board, or

any agent or representative thereof, or the Association, or any agent, representative or member thereof, shall be subject to the grievance procedure herein set forth.

6. Copies of letters of commendation given to teachers at the end of a quarter will also be filed in each recipient's permanent file in the Superintendent's office with a copy to the employee.

**ARTICLE XIII - ITEMS SPECIFIC TO SECRETARIES,
CUSTODIANS AND SECURITY EMPLOYEES**

A. Health Insurance

1. The Board will pay one-half of the cost of the state medical plan each year for those employees retiring from the school district with over 25 years of service in the school district. This benefit is available to an employee who is retiring from active employment and who meets the years of service and/or age requirements to retire under P.E.R.S.

B. Sick Leave

1. Definition of Sick Leave

Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

2. Sick Leave Allowable

A new employee earns one sick day at the end of each full month of service during the remainder of his or her first school year. At the beginning of each subsequent school year, a 12-month employee will be credited with 15 sick days; an 11-month employee with 13½ sick days; and a 10-month employee with 12 sick days.

3. Accumulated Sick Leave

If an employee requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such sick leave not utilized that year shall be accumulative to be used for additional sick leave as

needed in subsequent years. Employees shall be given a written accounting of accumulated sick leave days no later than September 30 of each year.

4. Prolonged Absence Beyond Sick Leave Period

If an employee uses accumulated sick leave, he may, at the Board's discretion, receive the difference between his pay and that of a substitute, for a period of 60 school days, or until the end of the school year, whichever comes first. The decision to employ a substitute has no bearing on this salary reduction. For the purpose of this paragraph, the "substitute rate of pay" shall be \$30.00 whether a substitute is hired or not.

5. Physician's Certificate Required for Sick Leave

The Board may, at their discretion, require an employee to furnish a physician's certificate of illness or injury.

6. Disposition of Accumulated Unused Sick Days

- a. Upon resignation from the District after ten (10) continuous years of service therein, the employee shall receive payment for accumulated, unused sick days on the basis of one day for every three sick days accumulated up to a maximum of sixty (60) days of compensation. Any employee hired after July 1, 1989 shall have each day of compensation paid pursuant hereto limited to Fifty (\$50.00) Dollars per day as a maximum.
- b. Upon retirement from the District and active employment after ten (10) continuous years of service therein, the employee shall receive payment for accumulated, unused sick days on the basis of one day for every two sick days accumulated up to a maximum of ninety (90) days of compensation. Any employee hired after July 1, 1989 shall have each day of compensation paid pursuant hereto limited to Fifty (\$50.00) Dollars per day as a maximum. Retirement from the District shall mean that the employee shall be terminating his or her full-time employment. Monies are payable under this Section to an employee who meets the years of service and/or age requirements to retire under P.E.R.S.

C. **Vacation**

1. Twelve (12) month employees are eligible for paid vacation benefits as set forth below.
2. A newly-hired employee must complete at least six (6) months of service before being eligible for vacation. During the first school year in which an employee is hired, the employee will earn one (1) vacation day for each full month of employment.
3. After completion of the school year (ending June 30th) in which an employee is hired, he/she will receive vacation based upon the number of years of continuous service in the District as of July 1st as follows, but in no event shall an employee be eligible for vacation prior to completing six months of service and in no event shall an employee be entitled to take a number of vacation days in excess of the number of full months of employment the employee has completed in the District:

<u>Number of Complete Years of Continuous Service</u>	<u>Number of Vacation Days</u>
2 years or less	10 per year
3 to 7 years	12 per year
8 to 15 years	15 per year
16 to 25 years	20 per year
over 25 years	25 per year

4. Eleven (11) month employees will receive five (5) days of paid vacation each year and will be eligible for such vacation only upon the completion of eleven (11) months of continuous employment in the District.
5. Vacation schedules of all employees must be approved by the Assistant Superintendent for Business.
6. Upon resignation or retirement from the District, an employee shall receive payment for vacation days not taken up to a maximum of ten (10) days computed at employee's full per diem.
7. If an employee does not use his or her vacation days as accrued, he or she may, with the permission of the Assistant Superintendent for Business, carry up to one (1) year's vacation entitlement to the following year.
8. a. When a secretary or custodian retires from the District (meets the years of service and age requirements to retire under PERS), the employee

shall be paid one-half of the employee's present year vacation entitlement if an employee retires between July 1st and December 31st of the school year and all of the employee's present year vacation entitlement if the employee retires between January 1st and June 30th of the school year. In the event that the employee has utilized any of the employee's present year vacation entitlement, the used portion of the same will be deducted from the above payment.

- b. Employees shall have the right to carry over one (1) year's vacation entitlement.

D. Miscellaneous Provisions Applicable to Secretaries and Custodians Only

- 1. All employees will not exhibit inappropriate behavior on the school grounds or at school functions and shall always conform to all rules, regulations and policies of the Board or the Board representatives.

E. Secretaries' Salaries

- 1. All 1990-91 secretaries' base salaries shall be increased by 9.84% for the school year 1990-91. The specific 1990-91 salaries for secretaries employed by the Board as of the date of this contract are set forth in Addendum B.
- 2. All 1991-92 secretaries' base salaries shall be increased for the school year 1991-92 as follows:

<u>Employee Identified</u> <u>By Hours Worked</u>	<u>Salary Increase</u>
12 month 35 hours per week	\$1,968.00
11 month 35 hours per week	\$1,852.00
10 month 35 hours per week	\$1,689.00
10 month 30 hours per week	\$1,454.00
10 month 20 hours per week	\$1,033.00

The specific 1991-92 salaries for secretaries employed by the Board as of the date of this contract are set forth in Addendum B.

F. Secretaries' Work Day

- 1. All secretaries shall work a seven (7) hour day. Each secretary shall be entitled to one (1) unpaid hour off for lunch.

2. The actual hours worked will be set at the discretion of the Superintendent or his designee.
3. Each secretary working a seven (7) hour day shall be entitled to a morning and afternoon break of fifteen (15) minutes each at a time established by the Superintendent.

G. Secretaries' Work Week/Year

1. All secretaries will work a thirty-five (35) hour week, unless special arrangements at a reduced salary are approved by the Superintendent.
2. Any secretary not working a twelve (12) month year will work either eleven (11) entire calendar months or ten (10) entire calendar months, as established by the Superintendent, not necessarily consecutive.

H. Secretaries' Overtime

1. Overtime will be paid at the rate of one and one-half ($1\frac{1}{2}$) times a secretary's regular hourly pay rate for all hours over thirty-seven and one-half ($37\frac{1}{2}$) worked in a work week. Holidays and vacation days will be included within the said thirty-seven and one-half ($37\frac{1}{2}$) hours, but sick and personal days will not.
2. A secretary will be required to work overtime if given twenty-four (24) hours advance notice of the requirement.

I. Secretaries' Paid Holidays

All twelve (12) month secretaries will be entitled to eighteen (18) paid holidays each year. The same will be designated by the Superintendent separately for each year. Any holidays which fall during the period that ten (10) and eleven (11) month secretaries are not working will not be allowed or paid to those secretaries.

J. Custodians' Salaries

1. All 1990-91 custodians' base salaries shall be increased by 9.84% for the school year 1990-91. The specific 1990-91 salaries for custodians employed by the Board as of the date of this contract are set forth in Addendum C.
2. All 1991-92 custodians' base salaries shall be increased for the school year 1991-92 as follows:

**Employee Identified
By Hours Worked**

Salary Increase

12 month 40 hours per week

\$1,907.00

The specific 1991-92 salaries for custodians employed by the Board as of the date of this contract are set forth in Addendum C.

K. Custodians' Work Day

1. Custodians working the 7:30 a.m. to 4:00 p.m. shift shall work an eight and one-half ($8\frac{1}{2}$) hour day. Custodians working the 4:00 p.m. to midnight shift shall work an eight (8) hour day. Custodians working the 11:00 p.m. to 7:00 a.m. shift shall work an eight (8) hour day. All shifts, except day shift, will have a one-half ($\frac{1}{2}$) hour paid lunch or dinner period.
2. The actual hours worked will be set at the discretion of the Director of Buildings and Grounds.
3. Each custodian working an eight (8) hour day shall be entitled to a morning and afternoon break of fifteen (15) minutes each at a time established by the Director of Buildings and Grounds.

L. Custodians' Work Week/Year

1. All custodians will work a forty (40) hour week, unless special arrangements at a reduced salary are approved by the Superintendent.
2. All custodians will work a twelve (12) month year.

M. Custodians' Overtime

1. Regular overtime will be paid at the rate of one and one-half ($1\frac{1}{2}$) times a custodian's regular hourly pay rate for all hours over forty (40) worked in a work week. The overtime rate for Sundays and the legal holidays recognized by the County of Somerset shall be two (2) times a custodian's regular hourly pay rate. Holidays and vacation days will be included within the said forty (40) hours, but sick and personal days will not.
2. A custodian will be required to work overtime at the request of the Director of Building and Grounds.

N. Custodians' Paid Holidays

All twelve (12) month custodians will be entitled to eighteen (18) paid holidays each year. The same will be designated by the Superintendent separately for each year. In the event there are custodians working less than twelve (12) months, any holiday which falls during the period that a less-than-twelve (12)-month custodian is not working will not be allowed or paid to that custodian.

O. Custodians' and Security Personnel Uniforms

1. Each newly hired custodian (excepting security personnel) will be provided with five (5) uniforms (5 shirts and 5 pants and 3 tee shirts) once he has completed sixty (60) days of employment. Security guards will be provided with three shirts and three pants after the said sixty (60) day period.
2. All uniforms will be worn only to and from the school and while working at the school.
3. All uniforms will be replaced as needed upon the return of the worn out or damaged uniform to the Director of Buildings and Grounds.
4. All custodians and security personnel will be reimbursed the sum of Thirty-Five (\$35.00) Dollars towards the purchase of work shoes upon the presentation to the Assistant Superintendent for Business of the appropriate receipt.

P. Pay Periods

1. The general provisions as to pay periods shall prevail.
2. The second June check will be released to ten and eleven month employees when the checks are released to the teachers.

Q. Summer Hours

All custodians and secretaries will work one-half ($\frac{1}{2}$) hour less for each of the forty-three (43) work days during the summer. The specific days and hours to be determined by the appropriate supervisor.

R. Black Seal Boiler License

Each custodian that possesses a valid Black Seal Boiler License will be paid \$525.00 annually for the school year 1990-91; the said sum will be paid at the gross rate of \$21.88 per pay period, twenty-four (24) times per year and \$550.00 annually for the school year 1991-92; the said sum will be paid at the gross rate of \$22.92 per pay period, twenty-four (24) times per year.

S. Secretary Categories

These categories do not represent function, skill or years employed levels.

	<u>Category</u>	<u>Range</u>	<u>Present Employees</u>
I.	Administrative Secretary, Senior Bookkeeper	1990-91: \$19,771-\$32,952 1991-92: \$21,739-\$34,920	Beam Fella Mikulak
II.	Communications Asst. Recruiter/ Attendance, Secretary (10 month), Data Processing Specialist, Clerk-Steno, Receptionist, Secretary (11 month), Clerk-Typist (10 month), Instruction Aide/Clerk Typist (10 month)	1990-91: \$15,378-\$26,362 1991-92: \$16,411-\$28,330	Kingston Garcia Tompkins Wall Ward Sandhu Gernere Bowman Cabreja Cardinale Gundlach Hopkins Pennington Krogh
III.	Clerk-Typist (10 month)	Hourly	Edge

T. Custodians' Categories

	<u>Category</u>	<u>Range</u>	<u>Present Employees</u>
I.	Lead Utility Worker	1990-91: \$19,771-\$32,952 1991-92: \$21,678-\$34,659	Nigro Resta
II.	Utility Worker II	1990-91: \$17,574-\$26,362 1991-92: \$19,481-\$28,269	Bunce
III.	Custodian (includes 10 month), Driver/ Clerk, Utility Worker, Security	1990-91: \$15,378-\$24,165 1991-92: \$17,285-\$26,072	Barrett Babich Noreen Pacenza Polanco Hess Caruso O'Neill Latsko Collins Cole Domeracki Kawalczuk Fregolle

IN WITNESS WHEREOF, the parties hereto have cause this Memorandum of Agreement to be signed by their respective Presidents, attested and sealed by their respective Secretaries, all on the day and year first above written.

SOMERSET COUNTY
VOCATIONAL & TECHNICAL
EDUCATION ASSOCIATION

BY: *Thomas Janaro*
President

ATTEST:

Maria S. Garcia
Secretary

THE BOARD OF EDUCATION OF THE
SOMERSET COUNTY VOCATIONAL
SCHOOLS

BY: *[Signature]*
President

[Signature]
Secretary

NEGOTIATING TEAMS

For the Board:

John E. Coley, Jr., *Chairman*
Anthony A. D'Ovidio, *Superintendent*
Richard S. Messner
David T. D'Alonzo

For the Association:

Robert Saul, N.J.E.A.
Frank Vitelli, *Chairman*
Thomas Janaro
Helen Bolha
Maria S. Garcia
Patricia Hoffman
Nicholas Nigro

ADDENDUM - A

RECOMMENDED WORKLOAD GUIDELINES

T.I. Workload Committee

Mr. Kurt Knouse
Mrs. Joan Purdy

Mr. Anthony A. D'Ovidio
Mrs. Louise S. McAlinden

July 1, 1984

This document is transcribed herein verbatim; any additions being set forth within parenthesis.

Perspective

The T.I. Workload Committee is authorized under Article XVIII B of the Teachers Agreement (in effect on July 1, 1989). The purpose of the Workload Committee is to develop and present a workload structure for T.I. Faculty to the Teachers Association and the School Board respectively. Such a workload structure would become binding on the Association and the Board upon ratification by both parties.

The Workload Committee has arrived at a consensus position on the attached recommendations. These workload recommendations would be in effect for the 1977-78 school year with a review by the Workload Committee for effectiveness scheduled in the Spring of 1978. The approved workload guidelines would not be subject to formal negotiations nor for inclusion in the ensuing teachers agreement that would result from negotiations that will begin in the Fall, 1977. The approved workload guidelines would be binding on both parties would remain outside the formal articles of the Teachers Agreement.

Typical Workload

1. The typical workload of a T.I. Faculty member would consist of five (5) consecutive days from Monday through Friday.
2. The typical workday of a T.I. Faculty member would be for seven consecutive hours between the hours of 8 AM to 5 PM.
3. The typical class hour week would be structured as follows:

- a. The typical day would consist of 6 workload hours and 1 lunch hour.
- b. The typical workload week would consist of 30 hours as distributed below:

<u>LAB</u>	<u>RELATED</u>
25 Instruction Hours	21
1 Office Hour	3
4 Preparation Hours	6

The following definitions apply to the three types of workload hours.

Instruction Hours - Those hours scheduled with a student in classrooms or lab areas

Office Hours - Those hours when teachers will be present in the assigned office for student interaction at a time and place published for student information. Teachers will be present whether student appointments are made or not so that students can "drop in" to talk with their teachers.

Preparation Hours- Those hours when a teacher prepares the instructional materials, corrects reports and exams, etc., in preparation for instructional hours.

4. The instructional hours defined as part of the workload week would be a yearly average over two semesters.
 - a. The lab teacher average would be 25 hours over two semesters with a maximum of 27 hours in any one semester.
 - b. The related teacher average would be 21 hours over two semesters with a maximum of 24 hours in any one semester.
5. Teachers at the T.I. could be scheduled for one evening course on one day per week as part of the instruction hours during a given semester. Any evening hours beyond this one course would have to have the consent of the teacher involved. The length of the school day that includes this evening course would not exceed 10 hours in total length. Likewise, the teaching schedule on the following day would be structured to include a later

start if that is at all possible. The faculty member would be involved in the development of such a schedule and concerns would be resolved as much as possible.

6. The maximum number of class/lab preparations for T.I. teachers in any single semester are defined as follows:

	<u>LAB</u>		<u>RELATED</u>
Semester	5	Preparations	4 Preparations
Yearly	9	Preparations	8 Preparations

Twilight and Saturday Workload (TSW)

1. A T.I. faculty member could be assigned to teach a twilight and Saturday workload. The "Saturday Workweek" would consist of five (5) consecutive days from Tuesday through Saturday. Such a schedule would be assigned to a teacher in only one of the two semesters of the school calendar. The "Twilight Workweek" would consist of five (5) consecutive days from Monday through Friday and could be assigned in one or both of the two semesters of the school calendar.
2. The twilight hours for T.I. Faculty would be for seven (7) consecutive work hours between 2 PM and 10 PM to include 6 workload hours and 1 hour for dinner.
3. The Saturday hours for T.I. Faculty would consist of a six (6) hour day of five (5) hours workload and one (1) hour lunch with no more than four (4) hours of instruction between 8:30 AM and 2:30 PM. Saturday classes would begin at either 9:30 or 10:30 AM for faculty who could have worked to 10 PM on Friday evening.
4. The "Twilight Workweek" would consist of the 30 class hours defined above for the typical workload.
5. The "Saturday Workweek" would consist of 29 class hours as distributed below:

<u>LAB</u>	<u>RELATED</u>
24	20
1	3
4	6

(The definitions under Typical Workload apply here also.)

6. Teachers under contract to teach full-time at the T.I. during the 1976-77 school year would not be assigned a Saturday teaching load without their consent. Likewise, said teachers would not be assigned to teach more than a single course on a single night as part of the evening T.I. program. However, teachers under contract to teach a Twilight and Saturday schedule during the 1976-77 school year could continue to be scheduled into a full-time Twilight-Saturday workload. Teachers contracted to teach on or after September 1, 1977, could be assigned a Twilight and Saturday schedule.

Miscellaneous

1. The general staffing pattern and the classroom preparation load of the T.I. faculty would be studied with ensuing recommendations as part of the agenda of the T.I. Workload Committee for the 1977-78 school year.
2. Teachers working beyond the days and hours defined herein as a workload would be paid according to the provisions of the Teachers Agreement for the 1976-78 school years.
3. The specific conditions defined in this agreement would be grievable under Article XVIII B (in effect on July 1, 1984). Any other working conditions at the T.I. would have to be referenced to other sections of the Teachers' Agreement for purposes of using the grievance procedure.

ADDENDUM - B

Secretaries

	<u>1990-91</u>	<u>1991-92</u>
Kingston	20,000	21,968
Pennington	23,507	25,475
Mikulak	24,765	26,733
Hopkins	16,824	18,792
Garnere	15,926	17,894
Sandhu	15,377	17,229
Fella	23,771	25,739
Wall	20,083	22,051
Bowman	16,824	18,792
Cabreja	13,277	14,966
Edge	7,118	8,151
Ward	23,554	25,522
Krogh	14,097	15,949
Beam	25,610	27,578
Gundlach	20,807	22,775
Garcia	18,794	20,762
Cardinale	18,120	20,088
Tompkins	22,401	24,369
Steele	16,824	18,792

ADDENDUM - C

<u>Custodians and Maintenance</u>	<u>1990-91</u>	<u>1991-92</u>
Resta	30,924	32,831
Nigro	24,206	26,113
Babich	20,175	22,082
Caruso	20,358	22,265
Pacenza	19,180	21,087
Hess	19,176	21,083
O'Neill	20,175	22,082
Noreen	18,809	20,716
Polanco	18,417	20,324
Case	18,417	20,324
Barrett	18,286	20,193
Fregolle	17,024	18,931
Latsko	17,024	18,931
Kawalczuk	15,500	17,407
Domeracki	19,176	21,083
Cole	16,500	18,407
Bunce	19,592	21,499
Collins	16,500	18,407