AGREEMENT

between the

CUMBERLAND COUNTY BOARD OF VOCATIONAL EDUCATION

and the

CUMBERLAND COUNTY VOCATIONAL TECHNICAL EDUCATION ASSOCIATION

July 1, 2022 - June 30, 2025

Final: June 6, 2022

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PREAMBLE

This Agreement entered into this 6th day of June, 2022 by and between the Board of Vocational Education, the County of Cumberland, New Jersey, hereinafter called the "Board", and Cumberland County Vocational Technical Education Association, hereafter called the "Association."

ARTICLE I RECOGNITION

A. Unit

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

Included: Full-time and part-time: day instructional personnel, secretarial personnel, custodial personnel, aides, Computer Technician, and Maintenance Technician.

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

B. Definition of Employee

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

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

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

and be adopted by the Board and the Association.

B. Modification

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

ARTICLE III GRIEVANCE PROCEDURE

A. Definition

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

B. Purpose

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

C. Procedure

1. Time Limits

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

2. Year End Grievances

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

3. <u>Level One - Principal or Immediate Superior</u>

a. An employee with a grievance shall first discuss it with his principal or immediate supervisor, within twenty (20) school days after the alleged occurrence, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

- b. If the informal resolution is not agreeable to grievant, a formal written statement of the grievance shall be submitted to the principal/immediate supervisor within eight (8) school days after the informal meeting. The principal shall render a written decision to all parties within ten (10) school days after receipt of the written grievance.
- c. Should the interpretation of, or alleged violation of the application of the terms of this Agreement, cited as the grounds for the grievance, not be attributable to the grievant's immediate supervisor or principal, the grievant may move the matter directly to Level Two.

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

4. <u>Level Two – Superintendent</u>

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

5. Level Three - Board of Education

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

6. Level Four – Arbitration

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

D. Confidential Material

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

ARTICLE IV EMPLOYEE RIGHTS

A. Required Meetings or Hearings

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

B. <u>Criticism of Teachers</u>

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

C. <u>Association Identification</u>

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

D. Insurance for Personal Property

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

E. Discipline of Employees

No employee shall be disciplined or reprimanded without just cause. The Board retains the right to discipline or discharge an employee during the term of his/her employment contract pursuant to law. Discipline may include oral and/or written reprimands, increment withholding, suspensions without pay if consistent with law, and mid-contract discharges consistent with the law, but shall not include the non-renewal of a non-tenured teacher for performance related reasons. All disciplinary acts shall be subject to the grievance procedure. Any discipline to be imposed shall

take into account the nature of the offense, the length of service and general employment record of the employee, the number of previous offenses, any other mitigating circumstances, and previous discipline administered to others in similar situations. Discipline shall be applied in a non-discriminatory fashion.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

A. <u>Information</u>

The Board agrees to furnish to the Association in response to reasonable requests, all available information that is public record, which may be necessary for the Association to process any grievance or negotiations. The Association shall request same from the Employer and the Employer shall provide such information within ten (10) days of receipt of said request.

The Union shall have the right to demand negotiations over rights of access, subject to binding arbitration.

B. Released Time for Meetings

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

Complaint & Grievance Meetings:

The Association shall have the right to meet with members on the Employer's premises during the workday to investigate and discuss grievances or other workplace related complaints, or to address any other workplace issue. Within two (2) days from receipt of a grievance, workplace related complaint and/or workplace issue, the Association shall notify the Employer of the meeting including the employee(s) to be involved in said meeting [for workflow coverage purposes] as well as to request facility space [if on Employer's premises] to conduct said meeting.

Orientation Meetings:

The Association shall have the right for its representatives to meet with new employees for a minimum of 30 minutes within 30 calendar days from that employee's date of hire, without charge for such time against the employee's pay or leave time. The Association shall provide the Employer with two (2) notice of such meeting [for workflow coverage purposes] as well as to request facility space to conduct said meeting.

Worksite Meetings:

The Association shall have the right to conduct worksite meetings on the employer's premises during lunch and other non-work breaks, as well as before and after the workday, in order to discuss workplace issues, collective negotiations, administration of a collective negotiation agreements, and other matters related to the organization's duties and internal union matters. The Association shall provide five (5) days' notice to the Employer for any meeting that will occur before or after the normal workday hours to arrange accommodation and accessibility to said facilities during non-working hours.

C. Use of School Buildings

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

D. <u>Use of School Equipment</u>

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

E. Bulletin Boards

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

F. Mail Facilities and Mail Boxes

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

G. E-Mail

The Association members shall have the right of email use, for matters such as collective negotiation agreements administration, the investigation of grievance, other workplace related

complaints or concerns, and internal union matters.

ARTICLE VI WORK YEAR

Attendance for all teaching staff members at one (1) Back to School night in the Fall of the school year and one (1) Information Session is required without additional compensation, to be scheduled by the Superintendent.

Attendance for all non-certificated staff members at the district Back to School Night is required without additional compensation, unless the staff member is excused by the Superintendent of Schools.

A. Teaching Staff –

1. In School Work Year

The school year for all staff, other than new teachers, shall be 185 days, 180 of which shall be instructional days. The five (5) non-student contact days will be administratively scheduled. New teachers may be required to attend one (1) additional day for orientation.

The last day for teaching staff shall be a close out day that shall end at 12:00 noon providing that all close-out requirements have been accomplished by the individual staff member.

a. Definition of In School Work Year

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

b. Inclement Weather

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

2. All staff may be required to attend up to four (4) evenings for functions at the discretion of the administration. These evenings shall be up to two (2) hours in length. The staff shall be compensated at the negotiated hourly rate for each night.

B. Support Staff

1. <u>Secretarial Work Year</u>

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

2. Custodial and Maintenance Work Year

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

3. Aide Work Year

a. Instructional aides work the teacher calendar.

4. <u>Computer Technician Work Year</u>

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

C. <u>Posting of Calendar</u>

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

ARTICLE VII WORK HOURS AND WORKLOAD

B. Certificated Staff

1. Certificated Staff Day

- a. Certificated staff shall not be required to report for duty earlier than fifteen (15) minutes before the opening of the pupil's school day and shall be permitted to leave within fifteen (15) minutes after the close of the pupil's school day. Certificated staff's workday shall not exceed seven (7) hours.
- b. Teaching staff members shall indicate their presence for duty at the start of the workday through a sign in procedure determined by the administration. At the end of the workday, teaching staff members shall appropriately indicate that they are leaving the building.

2. Work Schedule: Certificated Staff

a. Classroom teacher daily assignment [minutes per full regular school week]

	Teaching	Adm Duty	Prep	Lunch
Vocational	1500	250	200	150
Academic	1300	450	200	150
Supplemental*	1300	450	200	150

^{*} NOTE: Supplemental includes but is not limited to: PE, Art, Music, Foreign Language, Media Specialist.

Preparation time shall be contiguous minutes and every administrative effort shall be made to schedule a daily prep.

b. Teaching time:

Teaching time is defined as classroom, laboratory and shop instruction provided to students by a certified instructor. Lunch time is a duty free assignment except in case of emergency.

c. Administrative Duty Time:

Administrative duty assignments are defined as activities required for the efficient operation of the schools. The administration will schedule teachers for the activities in an equitable manner. Teachers not assigned to teach their maximum number of teaching minutes shall have the time left over transferred to administrative assignments. Teachers shall not be scheduled for actual cafeteria duty.

d. Extra Pay For Extra Service:

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

3. Lunch and Break Periods

a. Lunch Period

Teachers shall have a daily duty-free uninterrupted lunch period of at least thirty (30) minutes which will be part of the workday.

C. Support Staff Day

1. Secretaries, clerks, and computer technicians work eight (8) hours per day with one (1) hour for lunch and one fifteen (15) minute break.

2. a. Day Shift Custodians

Day shift custodians work eight and one-half (8-1/2) hours per day with one-half (1/2) hour

for lunch and one (1) fifteen (15) minute break scheduled by the administration.

b. Evening and Night Shift Custodians

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

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

D. <u>Leaving the Building</u>

Certificated and non-certificated employees may leave the building during their scheduled duty-free lunch period without requesting permission. Employees shall sign-out in the main office when leaving the building during lunch time and shall sign-in in the main office when they return to the building.

E. <u>Meetings</u>

1. Faculty and Other

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

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

2. <u>Association Right to Speak</u>

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

F. Custodial and Maintenance Call Back

1. Custodians and maintenance employees called back to work will receive a minimum of two (2)

hours pay. Custodians and maintenance employees may be assigned to scheduled overtime at the standard overtime rate for the number of hours required.

- 2. Overtime is defined as hours worked in excess of 40 hours in a work week. The work week is defined as beginning at 12:00am on a Monday and ending 11:59pm on the following Sunday evening. The standard overtime rate will only be paid for hours worked in excess of 40 hours in a work week. Overtime calculations shall also include vacation and personal time only.
- 3. During the instructional year [September 1 to June 30], the administration will provide twenty-four [24] hours' notice of scheduled overtime. During the period July 1 to August 31, the administration will provide thirty-six [36] hours' notice of scheduled overtime.
- 4. If a custodian is assigned by the Administration to work on a Sunday or on one of the fourteen (14) holidays established by the Board, *the standard overtime rate* shall apply.
- 5. Since it is a necessary and required part of the job description of custodial and maintenance employees said employees are expected to respond to call-backs. Employees who do not respond may only do so based upon documented illness or emergency.

ARTICLE VIII SALARIES

A. Schedule A

The following salary schedules for 2022 – 2025 are attached and become a part hereof.

Exhibits I - III: Teachers 2022 - 2025

Exhibit IV: Secretary/Clerical 2022 - 2025 Exhibit V: Custodial/Maintenance 2022 - 2025

Exhibits VI: Aides 2022 - 2025

Exhibit VII: Computer Technician 2022 - 2025

Schedule B: Stipends 2022 - 2025

It is agreed that future grant funding received that designates such funds for wage improvements will be utilized for the purpose of wage improvements. The Association shall retain the right to discuss percentages only for employees applicable to such funding. The Board will advise the Association of the amount of the funding available within 30 days of receipt of same. At that time, the parties will meet to negotiate wage increases related to such funding

B. <u>Methods of Payment</u>

1. <u>Ten (10) Plus One (1) Month</u>

Each teacher employed ten months plus one month shall be paid in twenty-four (24) equal semi-

monthly installments. The pay dates shall be set as the fifteenth (15th) and the last day of each month.

2. Ten (10) Month

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

3. Summer Pay Plan

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

4. Exceptions

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

5. <u>Final Pay</u>

Each ten (10) month teacher shall receive his/her final pay on his/her last working day in June. Checks shall only be issued if the employee has completed all of the required check out procedures. Each contracted eleven (11) month employee shall receive their paychecks according to the regular payroll check disbursement schedule as 12 month employee.

6. <u>Direct Deposit</u>

- a. Direct deposit shall be provided for employee pay checks including the summer pay plan.
- b. If an employee is terminating employment with the district, either during or at the end of the school year, direct deposit for his/her last check will be discontinued by the district. The last check will be issued upon completion of all required check out procedures.
- c. For employees enrolled in direct deposit, except twelve (12) month non- instructional employees, the last check of the school year shall be issued as a paper check and direct deposit shall be suspended.
- d. The Business Office will establish procedures for enrolling and terminating direct deposit participation.

C.1. Placement on the Salary Guide

Each unit member shall be placed on his/her proper step of the salary guide as of the beginning of the school year. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year with the approval of the Superintendent in accordance with "D" below.

C.2. Mentoring

The Certificate of Eligibility with Advanced Standing (CEAS) and/or the Certificate of Eligibility (CE) allows a candidate to apply for a teaching position and be enrolled in the Provisional Teacher Process (PTP). New Jersey has a three-tiered system towards obtaining a standard license: CEAS/CE, Provisional and Standard. The Provisional Teacher Process requires all novice teachers to be mentored and evaluated by experienced professionals in their schools while under provisional certificates as they work toward obtaining their standard license.

All novice teachers who hold a CEAS or a CE and are registered in the PTP must be mentored in accordance with state regulations for a minimum of thirty weeks. Mentoring for part-time teachers is extended until they have completed the equivalent thirty weeks. Mentoring and mentoring time must be tracked by each employer. A Mentoring Form can be used for provisional teachers transferring between districts prior to completing the provisional requirements.

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

Be it agreed that the district will comply with State law in establishing a mentor program and selecting mentors for novice teachers within the district, and;

According to the district mentoring program requirements in N.J.A.C. 6A:9C-5, the administrative office of each school district or nonpublic school with teachers enrolled in the PTP, pursuant to N.J.A.C. 6A:9B8.9, is responsible for providing one-to-one mentoring for novice provisional teachers (teachers enrolled in the PTP) and for maintaining mentoring logs to document the mentoring that occurs and provide information for the appropriate payment of mentoring fees.

If a novice provisional teacher leaves the district's employ during the initial provisional year and begins to work in another New Jersey district, the first district will need to report the amount of mentoring that occurred, so that the teacher is able to complete the mentoring requirement in the new district or indicate to the new district that required mentoring has been completed. Also, the new district and the teacher who is transferring will have to make a determination about any mentoring fees still owed.

MENTORING DURATION REQUIREMENTS

- District boards of education must provide one-to-one mentoring support to novice provisional teachers for the first year of their employment, which is defined as a minimum of 30 weeks.
- The mentor teacher and the novice teacher holding a Certificate of Eligibility with Advanced

Standing (CEAS) must meet at least once per week for the first four weeks of the teaching assignment.

- The mentor teacher and the novice provisional teacher holding a Certificate of Eligibility (CE) must meet at least once per week for the first eight weeks of the teaching assignment.
- One-to-one mentoring that includes planned, in-person contact time between the mentor teacher
 and the novice provisional teacher holding a CE or CEAS must occur over the course of the
 academic year (a minimum of 30 weeks), or proportionally longer if the novice provisional teacher
 holds a part-time teaching assignment.

All fees associated with providing mentoring services must be satisfied by the mentee. Be it agreed that if the State of New Jersey provides full funding to the district for use in the first year mentoring of novice teachers, the Board agrees that it will reimburse novice teachers for up to \$550 in mentoring costs and alternate route novice teachers up to \$1,000 in alternate route mentoring costs, or as pro-rated by the State of New Jersey, and;

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

It is also agreed that should the State of New Jersey fail to fully fund the mentoring program, the reimbursement of mentoring fees shall cease pursuant to this agreement and/or any unfunded portion of the mentoring fee shall be subject to the provisions of Article XVIII:B.5 of the collective bargaining agreement which shall control.

D. Credit for Teaching Experience

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

E. Returning to the District

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

F. <u>Notification of Contract and Salary</u>

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

ARTICLE IX CERTIFICATED STAFF ASSIGNMENT

A. <u>Assignment Criteria</u>

Certificated staff shall only be assigned to areas in which they hold a certificate issued by the New Jersey State Board of Examiners.

ARTICLE X UNIT VACANCIES, PROMOTIONS, AND INTERNAL TRANSFERS

- A. Unit position vacancies shall be posted ten (10) days prior to submission deadlines, excluding emergent circumstances requiring a shorter noticing period. A copy of said notice shall be provided to the Association President. During the summer months, the President of the Association shall be provided a copy of any unit vacancy posting, by email.
- B. Promotional positions are defined as follows: Positions on the administrator-supervisory level of responsibility, or confidential secretarial positions.

1. <u>Date of Posting</u>

When school is in session, a notice shall be posted in each school as far in advance as practical, ordinarily at least thirty (30) school days before the final date when applications must be submitted and in no event less than fifteen (15) school days before such date. A copy of said notice shall be given to the Association President at the time of posting.

Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge promptly in writing, the receipt of all such applications.

2. <u>Application Procedure</u>

Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their name to the Superintendent together with the position(s) for which they desire to apply. The Superintendent shall notify the Association of any vacancy. Such notice shall be sent as far in advance as practical.

C. Criteria for Notice

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

D. <u>Notification</u>

All qualified employees shall be given adequate opportunity to make application and no position

shall be filled until all properly submitted applications have been considered. Appointments shall be posted in the schools or notification shall be given to all interested employees.

Announcement of appointments shall be made by posting a list in the office of the central administration and in each school building. The list shall be given to the Association and will indicate which positions have been filled and by whom.

E. Certificated staff may be internally transferred to a vacant unit position in the event said employee holds a certificate applicable to such vacant position. In such case, the vacant unit position would be advertised internally.

ARTICLE XI EVALUATION

A. Certificated Staff Evaluation

1. The Board will comply with the New Jersey Administrative Code and the State Mandated Evaluation Requirements. In the event of a discrepancy between the regulations and the contract language, the regulations shall control.

2. General Criteria

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

b. Evaluation Procedures

- (1) Pre-evaluation conference pursuant to the regulations shall be held with the evaluator.
- (2) The post evaluation conference between the teacher and the evaluator shall be held within ten [10] school days after the evaluation.
- (3) Within ten (10) school days of the post evaluation conference, the employee may submit a rebuttal to be attached to the evaluation.
- c. No teacher shall be required to sign a blank or incomplete evaluation form.

3. Instructional Assistance

Within any one (1) week, a teacher who shall so request shall be granted at least thirty (30) minutes of instructional assistance with a building administrator. Such meetings shall be scheduled within

the teacher work day and the teacher released from other duties.

B. Support Staff Evaluations

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

a. <u>Secretaries and Computer Technicians</u>

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

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

b. <u>Custodians, Maintenance, Instructional Aides:</u>

A minimum of two (2) times per year.

- 2. Support staff shall be evaluated on an ongoing basis. The use of eavesdropping, public address, cameras, audio systems, and similar surveillance devices shall be prohibited.
- 3. An evaluation conference shall be held with each employee by the supervisor who completed the evaluation.
- 4. Within ten (10) school days of the post evaluation conference, the employee may submit a rebuttal to be attached to the evaluation.

C. <u>Personnel Records</u>

1. File

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

2. Derogatory Material

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

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is

not available for the employee's inspection.

D. <u>Termination of Employment</u>

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

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

ARTICLE XII COMPLAINT PROCEDURE

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

ARTICLE XIII SPECIAL CLOTHING

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

Custodians and maintenance employees will be provided with five (5) shirts and five (5) pairs of long pants. Employees shall be responsible for the care and maintenance of their uniform. Uniforms must be worn at all times while on duty in the District.

Coveralls will be provided at the building for use when needed.

Each School Nurse shall receive a scrub/uniform allowance amount not to exceed \$325.00 per school year.

ARTICLE XIV INSTRUCTIONAL COUNCIL

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

N.J.A.C. 6:8 et seq. Any implementation of policy affecting terms and conditions of employment shall first be negotiated with the Association.

ARTICLE XV SICK LEAVE

A. <u>Accumulative</u>

As of September 1, 1976, all teachers employed shall be entitled to one (1) sick day per working month-10 months - 10 sick leave days per school year as of the first official day of said school year whether or not they report for duty on that day. All teaching staff members employed on a ten plus one (10+1) month basis shall be entitled to eleven (11) sick days per school year.

All support staff members employed on a twelve (12) month basis shall receive twelve (12) sick days. Less than full time employees shall receive sick leave and personal time pro-rated in relationship to their fractional work year. This provision does not apply to part-time hourly employees.

Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Non-Accumulative Sick Leave

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

C. <u>Notification of Accumulation</u>

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

D. Retirement

The Board will pay for accumulated unused sick leave, at retirement under one of the definitions promulgated by the T.P.A.F., the P.E.R.S. or the D.C.R.P. for an employee with fifteen (15) years or more of service within the district and the employee must file retirement paperwork prior to the cessation of employment. Payment shall be pursuant to the following:

CERTIFICATED STAFF

- 1. To qualify for payment for unused sick leave at retirement under the terms outlined in [2], the certificated employee must have a minimum accumulation of eighty (80) sick leave days.
- 2. If a certificated employee provides notice of a retirement prior to the effective date of the retirement, the daily rate for compensation for separation pay shall be eighty dollars (\$80) for the first eighty (80) days and one hundred thirty dollars (\$130) for each additional day up to the

maximum pay-out of \$15,000.

No employee shall be paid supplemental compensation for accumulated unused sick leave in an amount in excess of \$15,000, with the exception of leave that was accrued prior to July 1, 2007. An employee shall be eligible to receive for any unused leave accrued prior to July 1, 2007, not more than the amount so previously accumulated or not more than \$15,000, whichever is greater. Supplemental compensation shall be payable only at the time of retirement from a State-administered or locally-administered retirement system based on the leave credited on the date of retirement, as per N.J.S.A. 18A:30-3.5. In the event the statutory authorities cited herein are amended and/or abolished, the parties agree to meet and bargain for modified provisions as it pertains to the statutory cap of \$15,000.00 and related language under N.J.S.A. 18A:30-3.5.

Notice of retirement effective December 31st of a school year must be provided by the previous August 1st.

Notice of retirement effective June 30th of a school year must be provided by the previous Feb 1st.

Based on documented extreme circumstances the notice period may be waived by the Board.

- 3. Payment under [2] above shall be split into two equal payments of an employee's total unused sick time and made according to the following schedule:
 - [a-1] Employees who retire by December 31st of a school year shall receive the first payment (one-half (½) of their total for unused sick leave) in the February 15th pay period of the school year during which they retire.
 - [a-2] Said employees shall receive the second payment (second one-half (½)) in the January 15th pay period one (1) year following actual retirement.
 - Example: An employee provides notice of retirement on July 30, 2022 of their retirement effective December 31, 2022. Their total sick day payout totals \$15,000. In the February 15, 2023 payroll they will receive a payment of \$7,500 (half of \$15,000). In the January 15, 2024 payroll they will receive a payment of \$7,500 (the other half of \$15,000).
 - [b-1] Employees who retire by June 30th of a school year shall receive the first payment (one-half (½) of their total for unused sick leave) in the July 15th pay period of the school year following the year of actual retirement.
 - [b-2] Said employees shall receive the second payment (second one-half (½)) in the July 15th pay period one (1) year following actual retirement.

Example: An employee provides notice of retirement on January 28, 2023 of their retirement effective June 30, 2023. Their total sick day payout totals \$15,000. In the July 15, 2023 payroll they will receive a payment of \$7,500 (half of \$15,000). In the July 15, 2024 payroll they will receive a payment of \$7,500 (the other half of \$15,000).

4. If a certificated employee fails to provide the notice required in [2] above, or if the employee does not have eighty (80) accumulated sick leave days, accumulated days for certificated employees shall be reimbursed at forty-five dollars (\$45) per day for a maximum pay-out of \$4,455. Said payment shall be made subsequent to July 1st of the school year following the year in which the employee actually retires.

Example: An employee provides notice of retirement on March 1, 2023 of their retirement effective August 1, 2023. Their total sick day payout totals \$4,455. In the July 15, 2024 payroll they will receive a payment of \$4,455.

- 5. The number of days a certificated staff member will be reimbursed for is based on their balance of accumulated sick days upon the cessation of employment.
- 6. If an employee dies after having his/her notice of retirement accepted by the Board, but prior to the completion of payments for unused sick leave, the payments due shall be paid to the employee's estate pursuant to the schedule outlined in [3] or [4] above.
- 7. An employee who elects to defer their retirement will receive payments pursuant to the schedule outlined in [3] above.
- 8. If an employee elects to cancel their retirement after the acceptance by the Board of the notice of retirement and after first payment of unused sick leave has been made, an employee must reimburse the Board for payment made within 30 days of the cancellation of their retirement.

NON-CERTIFICATED STAFF

- 1. To qualify for payment for unused sick leave at retirement under the terms outlined in [2], the non-certificated employee must have a minimum accumulation of forty (40) sick leave days.
- 2. Employees shall be reimbursed at seventy-five dollars (\$75.00) per day, for a maximum pay-out of \$10,000.

Notice of retirement effective December 31st of a school year must be provided by the previous August 1st.

Notice of retirement effective June 30th of a school year must be provided by the previous Feb 1st.

Based on documented extreme circumstances the notice period may be waived by the Board.

- 3. Payment under [2] above shall be split into two equal payments of an employee's total unused sick time and made according to the following schedule:
 - [a-1] Employees who retire by December 31st of a school year shall receive the first payment (one-half (½) of their total for unused sick leave) in the February 15th pay period of the school year during which they retire.

[a-2] Said employees shall receive the second payment (second one-half $(\frac{1}{2})$) in the January 15th pay period one (1) year following actual retirement.

Example: An employee provides notice of retirement on July 30, 2022 of their retirement effective December 31, 2022. Their total sick day payout totals \$10,000. In the February 15, 2023 payroll they will receive a payment of \$5,000 (half of \$10,000). In the January 15, 2024 payroll they will receive a payment of \$5,000 (the other half of \$10,000).

- [b-1] Employees who retire by June 30th of a school year shall receive the first payment (one-half (½) of their total for unused sick leave) in the July 15th pay period of the school year following the year of actual retirement.
- [b-2] Said employees shall receive the second payment (second one-half (½)) in the July 15th pay period one (1) year following actual retirement.

Example: An employee provides notice of retirement on January 28, 2023 of their retirement effective June 30, 2023. Their total sick day payout totals \$10,000. In the July 15, 2023 payroll they will receive a payment of \$5,000 (half of \$10,000). In the July 15, 2024 payroll they will receive a payment of \$5,000 (the other half of \$10,000).

4. If a non-certificated employee fails to provide the notice required in [2] above, or the employee does not have forty (40) accumulated sick leave days, accumulated days shall be reimbursed at forty-five dollars (\$45) per day for a maximum pay-out of \$2,205. Said payment shall be made subsequent to July 1st of the school year following the year in which the employee actually retires.

Example: An employee provides notice of retirement on March 1, 2023 of their retirement effective August 1, 2023. Their total sick day payout totals \$2,205.00. In the July 15, 2024 payroll they will receive a payment of \$2,205.00.

- 5. The number of days a non-certificated staff member will be reimbursed for is based on their balance of accumulated sick days upon the cessation of employment.
- 6. If an employee dies after having his/her notice of retirement accepted by the Board, but prior to the completion of payments for unused sick leave, the payments due shall be paid to the employee's estate pursuant to the schedule outlined in [3] or [4] above.
- 7. An employee who elects to defer their retirement will receive payments pursuant to the schedule outlined in [3] above.
- 8. If an employee elects to cancel their retirement after the acceptance by the Board of the notice of retirement and after first payment of unused sick leave has been made, an employee must reimburse the Board for payment made within 30 days of the cancellation of their retirement.

ARTICLE XVI CHILD REARING LEAVES

- A. 1. Whenever possible, leaves for staff members shall commence and terminate at natural breaks in the school year; i.e. the end or beginning of a marking period or the end or beginning of a semester. Non-tenured staff members granted a leave shall not have said leave extended beyond the end of the school year in which it is granted.
 - 2. Any tenured staff member granted leave shall, upon return from leave, be restored to the position vacated at the commencement of said leave if possible, or to a substantially equivalent position.

3. Benefits [see Board Policy 1643]

All benefits to which an employee was entitled at the time of his/her leave of absence shall be restored upon the employee's return. Full medical benefits shall be given in accordance with Board Policy and regulations under the Family and Medical Leave Act ("FMLA") and New Jersey Family Leave Act ("NJFLA"). The employee may purchase benefits after ninety (90) days, at the group rate.

4. Extensions and Renewals

All extensions or renewals of leaves shall be applied for and granted in writing. All approvals of requests for extensions or renewals are at the discretion of the Board of Education.

ARTICLE XVII TEMPORARY LEAVES OF ABSENCE

A. Personal Leave

- 1. Personal leave with prior approval of the Superintendent may be granted for a maximum of three (3) days in any one year.
 - a. A formal request shall be submitted to the Superintendent requesting personal leave and the date of the absence.
 - b. This request shall be submitted no later than five (5) days prior to the anticipated absence. Only in emergencies may this limitation be waived.
 - c. All personal leaves are official only after receipt of the Superintendent's or his designee's

approval.

- d. Employees serving as jurors who are unable to obtain an exemption for jury duty shall receive full pay.
- e. Unused personal days will be added to accumulated sick leave.
- 2. Personal leave may not be used in conjunction with vacation or on the working day before or on the working day after a school holiday.

B. Bereavement Leave

Bereavement leave may be allowed for:

- a. Up to five (5) days leave for the death of a spouse, child, step-child residing in the same household, grandchild, parent of the employee, or domestic partner with the submission of a New Jersey Certificate of Domestic Partnership.
- b. Up to three (3) days leave for death of an employee's grandparent, sibling or mother/father-in-law.
- c. One day leave for death of any other relative.
- d. The leaves taken under this provision must be consecutive days.

C. <u>Family Illness Leave</u>

- 1. An employee who has unused personal days at the end of the school year may establish a family illness bank by electing to transfer their remaining personal days to their family illness bank.
- 2. Any unused personal days that are not transferred to the family illness bank will accumulate as unused sick leave pursuant to Article XVI:A.1.e.
- 3. The maximum number of days that may be included in the available family illness leave bank is five (5).

- 4. Once leave days have been transferred to the "family illness leave" bank, such days may not be transferred back to sick leave and shall not be eligible for reimbursement at retirement pursuant to Article XV:D.
- 5. The maximum number of "family illness leave" days that may be utilized by an employee in any one school year is five (5).
- 6. Family illness days may be utilized for illness of the employee's spouse, child, or parent. The employee must provide medical verification of the need for them to utilize such a day within forty-eight (48) hours after their return to work.
- 7. At the sole discretion of the Superintendent based upon a written request from the employee, "family illness leave" and accumulated personal days may be combined and used consecutively to a maximum absence of eight (8) consecutive work days. Denial of such approval shall not be subject to the grievance procedure herein outlined.
- 8. The Business Office shall create a form upon which the employee shall indicate the number of unused personal days, if any he/she wishes to transfer to the "family illness leave" bank at the end of the school year. The employee shall complete, sign and submit the form on a schedule to be determined by the Business Office. Failure to submit the form according to the required procedure shall result in forfeiture of the right to transfer leave to the "family illness leave" bank for the coming school year.
- 9. Use of leave under this provision does not affect state or federal family leave entitlements.
- 10. Each employee will be provided with a yearly accounting of his/her family illness bank at the same time sick leave is accounted for.
- D. <u>Support Staff Vacations</u>
- 1.a. Secretaries and computer technicians earn vacation according to the following schedule:
 - [1] After one (1) full year of employment ten (10) vacation days.
 - [2] After two (2) full years of employment fifteen (15) vacation days.
- 1.b. Custodial and maintenance staff earn vacation according to the following schedule:
- 1.c. [1] After one (1) full year of employment ten (10) vacation days
 - [2] After five (5) full years of employment fifteen (15) vacation days
 - [3] After ten (10) full years of employment twenty (20) vacation days.
- 2.a. At least fifty percent [50%] of vacation must be used during the normal summer vacation period

immediately following the contract year in which it was earned. Carry over of unused vacation shall be in accordance with N.J.S.A. 18A:30-9.

2.b. Employees will not be allowed to use vacation days during the last week of school, the week before school opens, or the first week of school.

Vacations shall be allotted as follows:

- 1. If hired prior to January 1st, the employee gets pro-rated vacation on July 1st and full credit for a year of employment. The pro-ration shall be at the rate of 1 day per month worked to a maximum of 10 days.
- 2. If hired after January 1st, the employee gets pro-rated vacation on July 1st, but no credit for a year of employment. July 1st starts the employee's credit for the first full year of service.
- 3. July 1st of each year is the calculation date for vacation entitlements.
- 4. Employees receive vacation days upon the completion of the current work year for use during the next work year.
- 5. No employee employed as of July 1, 2008 shall be adversely affected by the application of this language.

ARTICLE XVIII PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

A. Pay and Expense for Training

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

If the employee leaves within three (3) years of receiving training (PLTW), costs must be repaid by the employee, except in the case where the employee has been assigned by the Superintendent to attend and attendance was not voluntary.

B. College Credit Reimbursement

1. The Board agrees to reimburse tenured and non-tenured employees for the cost of tuition for graduate level courses, beyond the B.A. Degree, that are obtained at a duly authorized institution

of higher learning pursuant to the following schedule:

- For a grade of "B" or better, 100% reimbursement up to the cap;
- For a grade of less than "B", no reimbursement;
- In a "Pass/Fail" course, if the employee can provide documentation that the course was only offered on a "Pass/Fail" basis, a grade of "Pass" will be treated as a "B" or better.

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

If the employee leaves within three (3) years of receiving reimbursement, costs must be repaid by the employee.

2. Certificated and non-certificated staff must seek prior approval of the Superintendent for coursework requests. Such coursework shall qualify under any of the following circumstances: credits in Education; directly related to the employee's area of required certification; or, directly related to the employee's job responsibilities. Reimbursement shall be governed by the regulations set out in 1 above.

Certificated staff members who take non-degree, non-certified courses (for certificates or for technical skills enhancement) that are directly related to the teacher's instructional responsibility, shall be reimbursed up to one thousand seven hundred and fifty dollars (\$1,750) for course fees only. Travel, lodging, and food expenses are not eligible for reimbursement. Packaged courses that include lodging and food expenses as part of the package may be submitted to the Superintendent for consideration for reimbursement within the maximum allowable amount. The certificated staff member seeking reimbursement for such course work must receive written approval from the Superintendent prior to taking the course and must submit a written report to the Superintendent regarding the value of the course to the teacher's instructional responsibilities, prior to reimbursement.

- 3. Verification of all courses completed shall be submitted by October 1 each year, following the academic year in which courses are taken. The employee must submit an official transcript indicating the grade received for the course. The Board shall not reimburse for any courses taken that are subject to reimbursement by other agencies.
- 4. Maximum reimbursement amounts:

Certificated Staff	\$2,500
Support Staff Secretaries	\$1,400
Custodians, Maintenance	\$700
Instructional Aides, Computer Technician	\$1,400

5. The maximum amount of money the Board will expend in any one school year for tuition reimbursement shall be \$40,000. Tuition reimbursement requests shall be approved in the order that they are received until the cap amount has been encumbered.

- C. Part-time employees are eligible for tuition and course reimbursement on a pro-rated basis equivalent to their employment status.
- D. Employees serving on a local, county or state professional development committee shall be eligible of release time for these activities at the discretion of the Superintendent.
- E. Travel expenses shall be controlled by the State travel regulations as outlined in Circular #24-04-OMB and the Board of Education Policy #6471

ARTICLE XIX INSURANCE PROTECTION

A. Full Health Care Coverage

- 1. a. The Board shall provide medical insurance through the Southern Coastal Regional Employee Benefits Fund [SCREBF].
 - b. The Board shall pay the full premium for each eligible unit member and in cases where appropriate, for up to family plan insurance coverage.

Effective July 1, 2020, new hires shall be enrolled in the New Jersey Educator's Health Plan as outlined in Chapter 44. Staff hired prior to July 1, 2020 shall be grandfathered into the provision effective July 1, 2016, wherein the Board shall pay the full premium for each eligible unit member and in cases where appropriate, for up to family plan insurance coverage in the AETNA/Amerihealth \$15 PPO Direct. Any employee who chooses a level of coverage under the SNJREBF, the premium for which is higher than the premium for the \$15 PPO Direct, shall pay the difference in premium in addition to any State mandated premium contribution. Employees shall continue to be subject to contributions for health benefits in accordance with the Public Law 2011 Chapter 78.

2. Effective July 1, 2020, the Board shall provide to new hires a prescription plan in accordance with Chapter 44 and the New Jersey Educator's Health Plan, the following:

RETAIL: \$5 generic and \$10 preferred brand MAIL ORDER: \$10 generic and \$20 preferred brand

Staff hired prior to July 1, 2020 shall be grandfathered into the provision effective July 1, 2016, wherein the Board will provide a prescription plan with co-pays of:

RETAIL: \$10 generic and \$20 preferred brand MAIL ORDER: \$10 generic and \$20 preferred brand

- 3. A dental and an optical plan will be offered, subject to the following provisions:
 - a. All eligible unit members shall participate in these plans.
 - b. The choice of carriers for the dental and optical plans is reserved to the Board of Education as long as benefit levels and administration of the plans are substantially equivalent. The plans offered shall be:

<u>Dental:</u> Delta Advantage Plus Program and Delta Preferred. The Delta Preferred plan shall include Orthodontic coverage at a \$1,200 lifetime benefit level, per patient, for child orthodontic services.

Said \$1,200 limit shall be separate from the annual maximum for the base program. A minimum of ten (10) employees must enroll in the Delta Preferred Program for the group to be eligible for this benefit.

Optical: VSP shall be offered.

Employees hired after October 17, 1997 shall not qualify for health benefits as provided in this article unless the employee works a minimum of thirty (30) hours per week. Employees hired prior to that date who have benefits as of that date, shall not be subject to this provision.

B. <u>Description to Employees</u>

The Board shall make available to each employee a description of the health care insurance coverage provided under this Article no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage. The plan descriptions shall be maintained on the shared access drive for all staff.

C. <u>Income Protection Plans</u>

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

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

ARTICLE XX DEDUCTION FROM SALARY

A. <u>Association Payroll Dues Deduction</u>

1. <u>Voluntary Deduction of Association Dues</u>

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

2. Current Rate of Membership Dues

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

ARTICLE XXI MISCELLANEOUS PROVISIONS

A. Board Policy

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

B. Compliance Between Individual Contract and Master Agreement

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

C. Notice

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

1. If by Association, to Board at:

c/o Board Secretary Cumberland Board of Vocational Education 2745 S. Delsea Drive Vineland, NJ 08360

2. If by Board, to Association at:

c/o President of Association Cumberland County Technical Education Center 3400 College Drive Vineland, NJ 08360

ARTICLE XXII DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 2022 and shall continue in effect until June 30, 2025, subject to the Association's right to negotiate the following as defined in Article II above.

B. Status of Incorporation

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

Cumberland County Board of Vocational Cumberland County Vocational Technical Education Association

By: Ruth a Hands

By: Many Duffell

Dated: 06/06/2022

By: Malanl
Secretary

Datada

6/6/26

EXHIBIT I

Certificated Staff 2022-2023

Salary Guide	Prov	Cert	Cert + 30	ВА	BA + 15
Step	BA Inc	BA	BA+15	MA	MA+15
1	63,524	64,524	65,074	65,624	66,174
2	63,774	64,774	65,324	65,874	66,424
3	64,024	65,024	65,574	66,124	66,674
4	64,274	65,274	65,824	66,374	66,924
5	64,524	65,524	66,074	66,624	67,174
6	64,774	65,774	66,324	66,874	67,424
7	65,024	66,024	66,574	67,124	67,674
8	65,274	66,274	66,824	67,374	67,924
9	66,699	67,699	68,249	68,799	69,349
10	67,949	68,949	69,499	70,049	70,599
11	69,199	70,199	70,749	71,299	71,849
12	70,449	71,449	71,999	72,549	73,099
13	72,199	73,199	73,749	74,299	74,849
14	74,069	75,069	75,619	76,169	76,719
15	77,199	78,199	78,749	79,299	79,849
16	79,249	80,249	80,799	81,349	81,899
17	82,184	83,184	83,734	84,284	84,834
18	85,314	86,314	86,864	87,414	87,964

Employees who hold a Doctorate degree shall receive \$550 above the appropriate step of the MA +15 guide.

Note: Employees move up one [1] step from their placement in 2021-2022.

EXHIBIT II

Certificated Staff 2023-2024

Salary Guide	Prov	Cert	Cert + 30	ВА	BA + 15
Step	BA Inc	BA	BA+15	MA	MA+15
1	65,089	66,089	66,639	67,189	67,739
2	65,339	66,339	66,889	67,439	67,989
3	65,589	66,589	67,139	67,689	68,239
4	65,839	66,839	67,389	67,939	68,489
5	66,089	67,089	67,639	68,189	68,739
6	66,339	67,339	67,889	68,439	68,989
7	66,589	67,589	68,139	68,689	69,239
8	66,839	67,839	68,389	68,939	69,489
9	68,264	69,264	69,814	70,364	70,914
10	69,514	70,514	71,064	71,614	72,164
11	70,764	71,764	72,314	72,864	73,414
12	72,014	73,014	73,564	74,114	74,664
13	73,764	74,764	75,314	75,864	76,414
14	75,634	76,634	77,184	77,734	78,284
15	78,764	79,764	80,314	80,864	81,414
16	80,814	81,814	82,364	82,914	83,464
17	83,749	84,749	85,299	85,849	86,399
18	86,879	87,879	88,429	88,979	89,529

Employees who hold a Doctorate degree shall receive \$550 above the appropriate step of the MA +15 guide.

Note: Employees move up one [1] step from their placement in 2022-2023.

EXHIBIT III

Certificated Staff 2024-2025

Salary Guide	Prov	Cert	Cert + 30	ВА	BA + 15
Step	BA Inc	BA	BA+15	MA	MA+15
1	66,689	67,689	68,239	68,789	69,339
2	66,939	67,939	68,489	69,039	69,589
3	67,189	68,189	68,739	69,289	69,839
4	67,439	68,439	68,989	69,539	70,089
5	67,689	68,689	69,239	69,789	70,339
6	67,939	68,939	69,489	70,039	70,589
7	68,189	69,189	69,739	70,289	70,839
8	68,439	69,439	69,989	70,539	71,089
9	69,864	70,864	71,414	71,964	72,514
10	71,114	72,114	72,664	73,214	73,764
11	72,364	73,364	73,914	74,464	75,014
12	73,614	74,614	75,164	75,714	76,264
13	75,364	76,364	76,914	77,464	78,014
14	77,234	78,234	78,784	79,334	79,884
15	80,364	81,364	81,914	82,464	83,014
16	82,414	83,414	83,964	84,514	85,064
17	85,349	86,349	86,899	87,449	87,999
18	88,479	89,479	90,029	90,579	91,129

Employees who hold a Doctorate degree shall receive \$550 above the appropriate step of the MA +15 guide.

Note: Employees move up one [1] step from their placement in 2023-2024.

EXHIBIT IV

Secretary/Clerical 2022-2023

Salary Guide				
Step	Secretary	Clerical		
_	-			
1	42,562	28,346		
2	43,062	28,679		
3	43,562	29,012		
4	44,062	29,345		
5	44,562	29,678		
6	45,062	30,011		
7	45,562	30,344		
8	46,062	30,677		
9	46,562	31,010		
10	47,062	31,343		
11	47,891	31,895		
12	48,541	32,328		
13	49,282	32,822		
14	50,021	33,314		
15	50,762	33,807		
16	51,715	34,442		
17	52,771	35,145		

Secretary/Clerical 2023-2024

Salary Guide		
Step	Secretary	Clerical
1	43,902	29,239
2	44,402	29,572
3	44,902	29,905
4	45,402	30,238
5	45,902	30,571
6	46,402	30,904
7	46,902	31,237
8	47,402	31,570
9	47,902	31,903
10	48,402	32,236
11	49,231	32,788
12	49,881	33,221
13	50,622	33,714
14	51,361	34,206
15	52,102	34,700
16	53,055	35,335
17	54,111	36,038

Secretary/Clerical 2024-2025

Salary Guide		
Step	Secretary	Clerical
1	45,232	30,125
2	45,732	30,458
3	46,232	30,791
4	46,732	31,124
5	47,232	31,457
6	47,732	31,790
7	48,232	32,123
8	48,732	32,456
9	49,232	32,789
10	49,732	33,122
11	50,561	33,674
12	51,211	34,107
13	51,952	34,600
14	52,691	35,092
15	53,432	35,586
16	54,385	36,220
17	55,441	36,924

^{*}Note: Secretarial and clerical employees move up one [1] step each year.

The hourly overtime rate is each employee's hourly rate (divisor is 2080) @ 1.5x

^{*}Note: Secretary to the Principal receives \$500 per year as additional pensionable salary ONLY if the individual actually hold the position. If not, the individual is entitled solely to the appropriate guide salary.

^{*}Note: Overtime is defined as hours worked in excess of 40 hours in a work week. The work week is defined as beginning at 12:00am on a Monday and ending 11:59pm on the following Sunday evening. The standard overtime rate will only be paid for hours worked in excess of 40 hours in a work week. Overtime calculations shall also include vacation and personal time only

EXHIBIT V

Custodial/Maintenance 2022-2023

Custodial/Maintenance 2023-2024

Salary Guide		
Step	Custodial	Maint
1	39,668	62,191
2	40,418	62,941
3	41,168	63,691
4	41,918	64,441
5	42,668	65,191
6	43,418	66,091
7	44,168	66,991
8	44,918	67,891
9	45,647	68,791
10	46,387	69,691
11	47,127	70,591

Salary Guide		
Step	Custodial	Maint
1	40,859	63,382
2	41,609	64,132
3	42,359	64,882
4	43,109	65,632
5	43,859	66,382
6	44,609	67,282
7	45,359	68,182
8	46,109	69,082
9	46,838	69,982
10	47,578	70,882
11	48,318	71,782

Custodial/Maintenance 2024-2025

Salary Guide		
Step	Custodial	Maint
1	42,176	64,699
2	42,926	65,449
3	43,676	66,199
4	44,426	66,949
5	45,176	67,699
6	45,926	68,599
7	46,676	69,499
8	47,426	70,399
9	48,155	71,299
10	48,895	72,199
11	49,635	73,099

The hourly overtime rate is each employee's hourly rate (divisor is 2080) @ 1.5x

^{*}Custodial employees shall receive a stipend for those holding a "Black Seal" boiler license and agree to display this license for the benefit of the school district. Annual stipend \$1,200.00 payable in June.

^{*}Note: Employees move up one [1] step each year.

^{*}Note: Overtime is defined as hours worked in excess of 40 hours in a work week. The work week is defined as beginning at 12:00am on a Monday and ending 11:59pm on the following Sunday evening. The standard overtime rate will only be paid for hours worked in excess of 40 hours in a work week. Overtime calculations shall also include vacation and personal time only.

EXHIBIT VI

Aides 2022-2023

Salary Guide		
Step	Instruc	Non Instruc
1	25,280	16,836
2	25,780	17,169
3	26,280	17,502
4	26,780	17,835
5	27,280	18,168
6	27,780	18,501
7	28,280	18,834
8	28,647	19,079
9	29,282	19,502
10	30,065	20,023
11	30,743	20,475
12	31,614	21,055
13	32,412	21,586

Aides 2023-2024

Salary Guide		
Step	Instruc	Non Instruc
1	25,985	17,306
2	26,485	17,639
3	26,985	17,972
4	27,485	18,305
5	27,985	18,638
6	28,485	18,971
7	28,985	19,304
8	29,352	19,548
9	29,987	19,971
10	30,770	20,493
11	31,448	20,944
12	32,319	21,524
13	33,117	22,056

Aides 2024-2025

Salary Guide		
Step	Instruc	Non Instruc
1	26,954	17,951
2	27,454	18,284
3	27,954	18,617
4	28,454	18,950
5	28,954	19,283
6	29,454	19,616
7	29,954	19,949
8	30,321	20,194
9	30,956	20,617
10	31,739	21,138
11	32,417	21,590
12	33,288	22,170
13	34,086	22,701

^{*}Instructional Aides who hold a valid County Substitute Certificate shall have an additional \$500 added to their annual salary and be subject to assignment as a substitute during the course of the school year as determined by the Administration.

Hourly Rate Instructional Aides: \$17.60 Hourly Rate Non-Instructional Aides: \$11.80

*Note: Employees move up one [1] step each year.

EXHIBIT VII

Computer Technician 2022-2023

Computer Technician 2023-2024

Salary Guide	
Step	Salary
1	50,478
2	51,007
3	51,537
4	52,066
5	52,596

Salary Guide	
Step	Salary
1	51,478
2	52,007
3	52,537
4	53,066
5	53,596

Computer Technician 2024-2025

Salary Guide	
Step	Salary
1	52,478
2	52,007
3	52,537
4	53,066
5	53,596

Hourly Rate: \$15.75

*Note: Employees move up one [1] step each year.

Schedule B

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

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

*The clubs will be placed into a tier through collaborative discussions

Tier 1 Clubs (50-100+ Hours Outside of school) \$2,500.00

Tier 2 Clubs (30-50 Hours Outside of School) \$1,600.00

*Schedule B Hourly Rate:

2022-2023: \$33.00 2023-2024: \$33.50 2024-2025: \$34.00

SIDEBAR AGREEMENTS

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

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

ADDENDUM

The parties mutually agree that should negotiations for a successor contract to the 2022-2025 collective bargaining agreement not be completed prior to June 30, 2025, unit members shall not be moved up the appropriate salary guide for the 2025-2026 school year. Movement includes salary guide steps, credit attainment increases, and/or degree attainment changes. Unit members shall have their salary "frozen" at the 2024-2025 level until negotiations for a new contract are completed, the agreed upon salary increases have been distributed through mutually acceptable guides, and both parties have ratified the agreement.