# 2014-2017 AGREEMENT BETWEEN THE BOARD OF EDUCATION OF THE CAMDEN COUNTY TECHNICAL SCHOOLS AND CAM/VOC EDUCATION ASSOCIATION

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#### ARTICLE I: RECOGNITION

# A. As it applies to teachers:

- The Board hereby recognizes the Cam/Voc Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full time day school teaching personnel, as defined below, including athletic trainers, under contract, employed or to be employed by the Board for their services at the Pennsauken or Gloucester Township Campuses, including all professional personnel employed in the schools designated as the Camden County Technical Schools who hold an earned bachelor's or higher degree (or hold a regular, provisional or emergency vocational or technical certificate) and where required, hold, or are eligible to hold, a regular certificate; and who agree to abide by the code of Ethics of the Education Profession. School Nurses who qualify as above and who so request may be represented by the Cam/Voc Education Association. Members of the Administrative, Supervisory, Guidance and Media Staffs, Athletic/Student Activity Directors, permanent members of the Child Study Team, Chief of Technology, and Technology Operations Coordinators are excluded from the recognized unit.
- B. As it applies to secretaries, clerks and technicians:
  - 1. The Board hereby recognizes the Cam/Voc Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full time\* day school secretarial/clerical/technician personnel, as defined below, under contract, employed or to be employed by the Board of Education of the Camden County Technical Schools for their services at either the Pennsauken or Gloucester Township Campuses in the schools designated as Camden County Technical Schools.
- \* Full time is defined as working 20 hours/week or more.
  - 2. A recognized "unit employee" shall be defined as a full time day school employee and shall include only the following:
    - twelve month secretaries/clerks
    - ten month clerks
    - ten month technicians (non-tenurable)
  - 3. The following personnel shall be excluded from the definition of "unit employee":

Assistant Board Secretary, Secretary to the Superintendent of Schools, Secretary to the School Business Administrator/Board Secretary, Secretary to the Assistant Superintendent, Secretary to the Assistant Business Administrator, Payroll Accountant, Secretary to the Manager of Human Resources, Computer Support Technical Assistants, confidential employees, craft employees, managerial executives, police employees, supervisory employees within the meaning of the Act\* and all other employees employed by the Board of Education of the Camden County Technical Schools.

- \* "the Act" when used herein means the N.J. Employer-Employee Relations Act, as amended and supplemented.
- C. Unless otherwise indicated, the terms "teacher(s)" and "unit employee(s)", when hereinafter used in this Agreement, shall refer to teaching personnel, school nurses and employees represented by the Association in the respective negotiating units as defined above.

## ARTICLE II: NEGOTIATION OF SUCCESSOR AGREEMENT

As it applies to teachers/unit employees:

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the Act in a good-faith effort to reach agreement concerning the terms and conditions of teachers'/unit employees' employment. Such negotiations shall begin not later than October 15th of the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to teachers and unit employees, be reduced to writing, be adopted and signed by the Board and the Association.
- B. 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: ASSOCIATION RIGHTS AND PRIVILEGES

A. As it applies to teachers/unit employees:

The Board will make available to the Association upon a proper OPRA request public records of the Board. OPRA forms will be readily available in the School Business Administrator's Office.

B. As it applies to teachers/unit employees:

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Approval of the

Superintendent shall be required before the said use for said meetings.

C. As it applies to teachers/unit employees:

The Association shall have use of bulletin boards under the following conditions:

- 1. Pennsauken Campus:
  - a. Use of space on the bulletin board in the main office for the posting of general informational materials such use to be subject to the approval of the Principal of the Pennsauken Campus.
  - b. Use of posting facilities in each building, the type and location of which shall be established by agreement of the Association and Principal, provided that materials placed on said bulletin board shall not be derogatory of or in ridicule of any administrator or member of the Board of Education. All materials shall be identified as approved by the Association.
- 2. Gloucester Township Campus:
  - a. Use of space on the bulletin board near the High School Principal's Office for the posting of general informational materials subject to approval of the Principal of the Gloucester Township Campus.
  - b. Use of posting facilities in each building, the type and location of which shall be established by agreement of the Association and the Principal, provided that materials placed on said posting facilities shall not be derogatory of or in ridicule of any administrator or member of the Board of Education. All material shall be identified as approved by the Association.
- D. As it applies to teachers/unit employees:

The Association shall have their right to use the interschool mail facilities and school mailboxes as it deems necessary and without the

approval of the appropriate Principal, or other members of the administration, which use shall be for the ordinary day-to-day activities of the Association. The Board will assume no responsibility for the material therein placed. This use shall apply to CAM/VOC business only.

#### ARTICLE IV: TEACHERS/UNIT EMPLOYEE RIGHTS

A. As it applies to teachers/unit employees:

Nothing contained herein shall be construed to deny or restrict to any teacher/unit employee such rights as he/she may have under New Jersey Law. The rights granted to teachers/unit employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. As it applies to teachers/unit employees:

A teacher/unit employee shall not be disciplined, subject to a written reprimand or reduced in compensation without just cause.

C. As it applies to teachers/unit employees:

Except for the conferences provided in Article XI hereof, whenever any teacher/unit employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher/unit employee in his office, position or employment or the salary or any increments pertaining thereto, then the teacher/unit employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a person of his own choosing present to advise and represent him during such meeting or interview. For the purpose of this paragraph, the Superintendent is not a member of the Board of Education.

# D. As it applies to teachers:

1. Any question or criticism by a supervisor, administrator, or board member of a teacher and his/her instructional methodology or any question or criticism by a teacher of a supervisor, administrator, or board member shall be made in confidence and not in the presence of students, parents, or other public gatherings, unless required by law or at the request of the teacher, supervisor, administrator or board member.

## E. As it applies to unit employees:

- 1. Any question or criticism by a supervisor, administrator or board member of a unit employee or criticism by a unit employee of a supervisor, administrator or board member shall be made in confidence and not in the presence of students, parents, or other public gatherings, unless required by law or at the request of the unit employee, supervisor, administrator or board member.
- F. As it applies to teachers/unit employees:

- 1. Teachers/unit employees shall have the right upon reasonable request to the administrator involved and in the presence of the administrator or his/her designee to review the contents of his/her personnel file within five (5) school/work days of the original request. A teacher/unit employee shall be entitled to have a representative of the Association accompany him/her during such review. At least once every three (3) years, a teacher/unit employee shall have the right to indicate those documents and/or other materials in his/her file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if the Superintendent agrees that they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Letters and other materials written for the purpose of reference may be removed from the file prior to the review herein described.
- 2. No materials derogatory to a teacher/unit employees' conduct, service, character or personality shall be placed in his personnel file unless the teacher/unit employee has had an opportunity to review the material. Such material shall be provided to the employee and shall at a minimum be transmitted to the employee via electronic means. The District will take reasonable steps to maintain the confidentiality of electronic documents when applicable. Except for correspondence directed to the teacher/unit employee, the teacher/unit employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof but only receipt of it. The teacher/unit employee shall also have the right to submit a written answer to such materials and his answer shall be reviewed by the Superintendent or his/her designees and attached to the file copy. In the event a teacher/unit employee refuses to acknowledge that he/she has reviewed said material, a statement shall be placed on the copy that the teacher/unit employee refused to do so and the date of refusal. The teacher/unit employee will be given a copy of the paper for his/her records.
- 3. Personnel Files Official personnel files are maintained by the Superintendent only and shall be open for inspection to an employee as indicated herein provided notice of said inspection is given to Superintendent twenty-four hours in advance. Any other personnel file maintained in addition to the file maintained by the Superintendent shall also be opened for inspection in the same manner, however, such files shall be considered as unofficial and unauthorized and any material in such files

are not official documents, may not be copied and shall not be used in any way to influence any judgment made regarding any employees

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#### ARTICLE V: EMPLOYMENT AND SALARY

# A. As applies to teachers:

- 1. Teachers shall be notified of their contract status for the ensuing year in accordance with N.J.S.A. 18A:27-10.
- 2. The salary of each teacher covered by this Agreement will be as set forth in Schedule A as attached hereto and made a part hereof.
- 3. Any teacher employed on or before December 1<sup>st</sup> in any school year and not on extended leave of absence as provided in Article XVI hereof shall be eligible to receive a year's incremental credit on the salary guide.
- 4. All newly employed teachers will be placed on the salary schedule step according to the paragraphs below. The content of these paragraphs is subject to the step movement notes contained on Schedule A attached hereto and made a part hereof. The determination for salary to be recommended to the Board of Education for approval shall be made by the Superintendent. When a teacher is placed on the guide at a step higher than his/her experience, the Superintendent will notify the President of the Association.
- 5. One year of public school teaching experience may be equivalent to one year creditable experience on the salary schedule. In addition, a teacher may be entitled to up to four (4) years credit on the salary schedule for military service in accordance with N.J.S.A. 18A:29-11. In the event a teacher has industrial experience, one year industrial experience may be equivalent to one year creditable experience on the salary schedule. Industrial experience must be substantiated in writing to the satisfaction of the Superintendent.
- 6. Teachers eligible for column movement on the salary guide shall receive salary increases when all requirements for the degree have been completed. The increase shall be effective the first pay period February 1<sup>st</sup> or July 1<sup>st</sup> following written notice from the registrar of the college or university attended of said completion being received by the Superintendent. (The check for same shall reflect such increases upon computation and programming by the Business Office.)
- 7. All certificated teaching positions involving summer employment shall be advertised by posting a notice in each school and forwarding the same notice to the Association on or before May 15th of the school year whenever possible, or a date as close to the employment as possible.

- 8. When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous working day.
- 9. Each teacher shall receive his final pay of each academic year on June 30. If June 30 falls on a weekend, payment shall be made on the Friday before the weekend.
- 10. There shall be no reduction in force (Layoff) except in accordance with the provision of Article III, Chapter 28 of N.J.S.A. 18A which will be applied to tenured teachers only.
- 11. If a reduction in force is being considered, the Administration shall notify and consult with the Association as soon as possible but not less than sixty (60) days before the layoff is to occur.

# B. As applies to unit employees:

- The salary of each unit employee covered by this Agreement will be as set forth in Schedule A as attached hereto and made a part hereof.
- 2. In the event that a prospective unit employee has comparable experience, one year of outside experience may be equivalent to one year creditable experience on the salary guide. Such experience must be substantiated in writing to the satisfaction of the Superintendent. No newly employed unit employees will be placed on a salary step level higher than any currently employed unit employee with similar or equal years of experience.
- 3. Any ten (10) month technician employed on or before December 1<sup>st</sup> in any school year; any ten (10) month clerk employed on or before December 1<sup>st</sup> in any school year and any twelve (12) month unit employee employed for at least 6 months, none of whom are on extended leave of absence as provided in Article XVI hereof, shall be given a year's incremental credit on the salary guide.
- 4. When a pay day falls on or during a school holiday, vacation of two weeks or more, or weekend, unit employees shall receive their pay checks on the last previous working day.
  - a. Each 10 month unit employee shall receive his or her final pay of each academic year on June 30. If June 30 falls on a weekend, payment shall be made on the Friday before the weekend.

#### ARTICLE VI: OTHER COMPENSATION AND HEALTH CARE

- 1. As it applies to teachers: Payment to teachers accepting extracurricular activity assignments shall be as set forth on Schedule **B** attached hereto and made a part hereof and teachers shall stay until the end of the extracurricular activity. Teachers accepting year long activities Positions on Schedule B shall receive forty percent (40%) of the stipend on or before the December 15th payday and sixty percent (60%) with their last pay in June. Payment shall be made by separate check each time.
- 2. Teachers may volunteer to teach a yearly seventh period class at the annual rate of \$7,330.00 school year. When the additional period occurs before or after the normal school day, the teacher will be entitled to the annual stipend plus 10 percent of that stipend. In the case that no volunteers may be found, the Board (Principals) may assign appropriately qualified faculty.
- 3. Teachers who accept positions as overnight chaperones (whether school is in session or not) shall receive \$109.00; except that, anyone receiving a stipend on Schedule B shall not be paid for chaperoning activities of the classes or activities for which he/she are responsible.
- 4. Teachers who accept positions as ticket collectors, clock operator, site coordinator, or chaperons shall receive \$69.00 per person per activity or per day (\$109.00 for two (2) consecutive activities) except for the following:

Officiating - Physical Education teachers shall not be paid for officiating activities for post-secondary students during the day.

Chaperoning - Anyone receiving a stipend on Schedule **B**, shall not be paid for chaperoning activities of the classes or activities for which he/she are responsible.

#### B As it relates to teachers

- 1. When a teacher is assigned by the Administration to cover a teaching class or supervision period the assigned teacher shall be paid \$37.00 for each preparation period lost.
- 2. Teachers will indicate on forms to be supplied by the Administration the time periods they are available and willing to serve. If appropriate, a volunteer will be assigned by the Administration. If the Administration finds that there is no volunteer or there is no one available, who in its

opinion is reasonably competent to cover the period, the Administration shall assign a teacher for such purpose. Volunteers and those teachers assigned by the Administration shall not include teachers funded under either State Compensatory Education or Title I funds, unless the Administration, in its discretion, desires to make such an assignment.

- 3. Payment for coverages mentioned above shall be received in the first paycheck of the month following the month in which the coverages were performed. Coverages performed during the month of June shall be paid in the teacher's final pay or mailed to the teacher no later than July 1 of the current year.
- 4. Any teacher who has been employed by the Board for a period of 10 years or more and who retires from the District shall be paid \$69.00 per day for no more than 192 days for each unused accumulated sick day. This provision shall not apply to any teacher whose employment is terminated as a result of a decision of an administrative agency or a Court of competent jurisdiction; a reduction of force; or voluntarily separates from the District. In the event of death, any monies due shall be paid to the teacher's estate.

Effective upon ratification of the Agreement, sick leave may be sold back upon retirement from the District. Sick leave accumulated after 6/30/17 shall not be available for sick leave sellback at retirement. Any sick time used after 6/30/17 will initially come from sick leave earned after that date. Sick leave banked before 6/30/17 will not be used until all of the sick leave accrued after that date has been exhausted.

5. Teachers who perform breakfast supervision (15 minutes) shall receive \$17.00 per day.

## C. As it relates to unit teachers:

1. Any unit employee who has been employed by the Board for a period of 10 years or more and retires from the District shall be paid \$59.00 per day for no more than 193 days for each unused accumulated sick day. This provision shall not apply to any unit employee whose employment is terminated as a result of a decision of an administrative agency or a Court of competent jurisdiction; a reduction in force; or voluntarily separates from the District. In the event of death, any monies shall be paid to the unit employee's estate.

Effective upon ratification of the Agreement, sick leave may be sold back upon retirement from the District. Sick leave accumulated after 6/30/17 shall not be available for sick leave sellback at retirement. Any sick time used after 6/30/17 will initially come from sick leave earned after that

- date. Sick leave banked before 6/30/17 will not be used until all of the sick leave accrued after that date has been exhausted.
- 2. Unit employees who accept positions as overnight chaperons (whether school is in session or not) shall receive \$92.00 school year except that anyone receiving a stipend on Schedule B shall not be paid for chaperoning activities of the classes or activities for which he/she are responsible.
- 3. Unit employees who accept positions as ticket collectors, clock operator and site coordinator or chaperons shall receive \$50.00 per person, per activity per day (\$92.00 for two (2) consecutive activities).
- 4. Technicians who perform breakfast supervision (15 minutes) shall receive \$15.00 per day
- 5. Technicians who are assigned to cover the class of a teacher who is absent shall receive \$19.00 per period.
- D. As applies to teachers and unit employees (DENTAL):
  - 1. The Board shall continue to provide a dental health plan through Delta Dental. The Board shall pay a maximum yearly allowance of \$2,000.00 per covered individual toward dental coverage for all teachers, unit employees or their dependents
- E. As it applies to teachers and unit employees (MEDICAL BENEFITS) Medical benefits contained herein are based upon the State of New Jersey Health Plan mandates. Should a change take place in said mandates that would benefit Employees, this portion of the contract shall be revised in accordance with the new mandates. Premium sharing shall be determined by the Rules and Regulations of P.L. 2011 Chapter 78 so long as it remains applicable.
  - 1. Subject to the employee premium sharing schedule detailed below, the employer shall provide the present or substantially similar plans for full-time employees for medical and prescription drug benefits and dental.
  - 2. From time to time, the Board, in its discretion, may make available other medical and/or prescription drug benefit plans from which employees may select in lieu of existing plans with the understanding that such a selection includes acceptance of all terms and conditions of the optional medical and/or prescription drug benefit coverage.
  - 3. The parties agree to establish a Section 125 (I.R.S. Code) plan for the purpose of permitting the payment of certain employee contributions in pre-tax dollars. Pre-tax payroll deductions shall be made equally over 24

pay periods of each calendar year in accordance with the Employer's customary payroll practices unless otherwise required by law.

#### F. PREMIUM CONTRIBUTION

- 1. Effective July 1, 2011, the amount of contribution to be paid by an employee for medical and prescription drug benefits for the employee and any eligible dependent shall be either 1.5 percent of the employee's base salary or according to the contribution schedule below, whichever contribution amount is greater.
- 2. for family coverage or its equivalent,

an employee who earns less than \$25,000 shall pay 3 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 4 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 5 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 6 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 7 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 9 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 12 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 14 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 17 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 19 percent of the cost of coverage;

an employee who earns \$70,000 or more but less than \$75,000 shall pay 22 percent of the cost of coverage;

an employee who earns \$75,000 or more but less than \$80,000 shall pay 23 percent of the cost of coverage;

an employee who earns \$80,000 or more but less than \$85,000 shall pay 24 percent of the cost of coverage;

an employee who earns \$85,000 or more but less than \$90,000 shall pay 26 percent of the cost of coverage;

an employee who earns \$90,000 or more but less than \$95,000 shall pay 28 percent of the cost of coverage;

an employee who earns \$95,000 or more or but less than \$100,000 shall pay 29 percent of the cost of coverage;

an employee who earns \$100,000 or more or but less than \$110,000 shall pay 32 percent of the cost of coverage;

an employee who earns \$110,000 or more shall pay 35 percent of the cost of coverage

# 3. for individual coverage or its equivalent,

an employee who earns less than \$20,000 shall p ay 4.5 percent of the cost of coverage;

an employee who earns \$20,000 or more but less than \$25,000 shall pay 5.5 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 7.5 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 10 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 11 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 12 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 14 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 20 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 23 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 27 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 29 percent of the cost of coverage;

an employee who earns \$70,000 or more but less than \$75,000 shall pay 32 percent of the cost of coverage;

an employee who earns \$75,000 or more but less than \$80,000 shall pay 33 percent of the cost of coverage;

an employee who earns \$80,000 or more but less than \$95,000 shall pay 34 percent of the cost of coverage;

an employee who earns \$95,000 or more shall pay 35 percent of the cost of coverage;

# 4. for member with child or spouse coverage or its equivalent -

an employee who earns less than \$25,000 shall pay 3.5 percent of the cost of coverage;

an employee who earns \$25,000 or more but less than \$30,000 shall pay 4.5 percent of the cost of coverage;

an employee who earns \$30,000 or more but less than \$35,000 shall pay 6 percent of the cost of coverage;

an employee who earns \$35,000 or more but less than \$40,000 shall pay 7 percent of the cost of coverage;

an employee who earns \$40,000 or more but less than \$45,000 shall pay 8 percent of the cost of coverage;

an employee who earns \$45,000 or more but less than \$50,000 shall pay 10 percent of the cost of coverage;

an employee who earns \$50,000 or more but less than \$55,000 shall pay 15 percent of the cost of coverage;

an employee who earns \$55,000 or more but less than \$60,000 shall pay 17 percent of the cost of coverage;

an employee who earns \$60,000 or more but less than \$65,000 shall pay 21 percent of the cost of coverage;

an employee who earns \$65,000 or more but less than \$70,000 shall pay 23 percent of the cost of coverage;

an employee who earns \$70,000 or more but less than \$75,000 shall pay 26 percent of the cost of coverage;

an employee who earns \$75,000 or more but less than \$80,000 shall pay 27 percent of the cost of coverage;

an employee who earns \$80,000 or more but less than \$85,000 shall pay 28 percent of the cost of coverage;

an employee who earns \$85,000 or more but less than \$100,000 shall pay 30 percent of the cost of coverage.

an employee who earns \$100,000 or more shall pay 35 percent of the cost of coverage.

- 5. Base salary shall be used to determine what an employee earns for the purposes of this provision and shall mean pensionable salary.
- 6. As used in this section, "cost of coverage" means the premium or periodic charges for health care, and prescription benefits, provided pursuant to N.J.S.A. 18A:18-2, or any other law, by the Board of Education. If the Employer is required by law to provide vision or other healthcare benefits not otherwise heretofore provided, the "cost of coverage" shall include the premium or periodic charges for those additional mandated benefits.
- 7. Employees employed on or after June 28, 2011, shall pay the full amount (100%) of the applicable contribution reflected in Subsections 2. through 5. above.

"Healthcare plan" or "health benefits" mean the healthcare plans for medical, prescription drug benefits and dental. If the Employer is required by law to provide vision or other healthcare benefits not otherwise heretofore provided, the definition of "healthcare plan" or "health benefits" shall also include the additional mandated benefits.

Employee contributions shall be made by way of withholding of the contribution from the employee's pay, salary, or other compensation. Withholdings shall be made by way of twenty-four (24) equal payroll deductions in a calendar year, to the extent possible, in accordance with the Employer's customary payroll practices unless otherwise required by law.

The amount payable by any employee under this Article shall not under any circumstance be less than 1.5 per cent of base salary. An employee who pays the contribution required in Subsections 2. through 5. above shall not also be required to pay the contribution of 1.5 percent of base salary.

#### G. CO-PAYMENTS

Medical Plan co-payments are established pursuant to the State Health Benefit Plan.

#### H. PRESCRIPTIONS

The Board agrees to continue the present coverage under the New Jersey State Health Benefits Plan for employees and dependents for a prescription drug plan, subject to the employee premium payments set forth above.

The School Business Administrator will annually provide the Association with the current rates for all plans.

## I. DEPENDENT COVERAGE

The Board shall make dependent coverage in the Board's Medical, Prescription Drug and Dental Plans available for an adult child until the child turns 26 years of age in accordance with Section 2714 of the federal Patient Protection and Affordable Care Act. Student status is not required. Coverage will terminate at the end of the calendar year in which the child turns 26 years of age, subject to the right to elect continued coverage until age 31, pursuant to P.L. 2005, Chapter 375, as set forth below.

Subject to the provisions and requirements of P.L. 2005, Chapter 375, employees who are enrolled through any Board Medical, Prescription Drug Plan or Dental Plan may elect to enroll their dependent in Dependent to age 31 coverage for an additional premium which shall be billed directly to the employee by the insurance carrier. These provisions shall be subject to any requirements mandated by federal law and conform to the Patient Protection and Affordable Care Act and regulations promulgated thereunder. Dependents that are permanently disabled will remain covered during the life of the employee.

"Civil union partners" and "domestic partners" under New Jersey law shall be considered as dependents eligible for insurance benefits.

#### J. MISCELLANEOUS

The Board will reimburse an employee on active pay status for his premium charges under Part B of the Federal Medicare Program covering the employee alone when the employee reaches age 65, but only for a maximum of a six (6) month period prior to retirement. The parties agree to reopen negotiations with respect to this provision if the laws governing Medicare should change during the term of this Agreement.

#### K. OPT-OUT

- 1. Eligible employees covered by this agreement may choose, in writing, to participate in the "Optional Health Benefits Program." participation in this program is totally voluntary and is intended for those eligible employees who are covered by health insurance through another source.
- 2. If two employees are married or qualify as domestic partners/civil union partners and one of them receives health insurance coverage through the State Health Benefit Plan from Camden County or any other Employer

Agency listed below, the other may not participate in the Opt-Out program:

- Camden County Row Office
- Camden County Mosquito Commission
- Camden County Superintendent of Schools
- Camden County Prosecutor's Office
- Camden County Library System
- Camden County Municipal Utilities Authority
- Camden County Improvement Authority
- Camden County Pollution Control Authority
- Camden County Board of Elections
- Camden County Superintendent of Elections
- Camden County Health Services Center
- Camden County College
- 3. If two employees are married or qualify as domestic partners/civil union partners and both are enrolled in the State Health Benefits Plan with the other at another Board of Education or a Municipality, neither may participate in the Opt-Out Program.
- 4. If two employees are married or qualify as domestic partners/civil union partners, they may be covered individually as an employee or as a dependent under his or her spouse's/partner's plan, but not both. Dependent children must be covered under one plan only.
- 5. If an employee chooses to participate in this program and drops employee and/or dependent coverage, the employee shall receive a monetary incentive as outlined below. The Opt-Out monthly amounts are published at each annual Open Enrollment Period.
  - An employee shall receive an incentive which shall not exceed twenty-five (25%) percent of the amount saved by the Board of Education because of the Opt-Out or \$5,000 annually, whichever is less, in accordance with State law.
- 6. Eligible employees who opt to participate in this program must do so for a minimum of one (1) year at a time unless there is a change of life event. However, if an eligible employee chooses to participate and then the spouse's/partner's benefits are terminated (not voluntarily dropped), the employee and his/her dependents may enroll in any of the available

- plans upon proper verification of termination. Applications must be made within thirty (30) days after the loss of coverage. Eligible employees shall be permitted to opt out of either medical coverage or prescription coverage or both.
- 7. The incentive payments provided shall be paid in equal monthly payments and appropriate deductions shall be made from the gross incentive amount.
- 8. The optional health benefits program shall be available to all new benefiteligible employees on their benefit effective date.
- 9. The incentive shall begin to be paid to the eligible employee no later than one month after the effective date of the option.
- 10. In order to enroll in the Opt-Out Program, an employee must complete the enrollment form and provide proof of dependent status and current health insurance coverage within the appropriate timeframe.
- 11. Annual re-enrollment is required.
- 12. Employees on non-paid leaves do not receive Opt-Out payments.
- 13. Notwithstanding the above, employees who have a change in status (e.g. termination of employment, divorce (copy of decree required), legal separation (copy of decree required), death (copy of certificate required), group contract/policy terminated, military discharge (form DD214 required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the plan year provided the employee gives the Board notice of the change in status within 60 days of the event causing the change. Otherwise, all elections for a cash option shall be in effect, for the entire twelve (12) month benefit period. The Board's obligation for the cash option shall be prorated for those employees subject to a change in status.
- 14. Return to the benefits plan for reasons other than change of status is subject to the terms of the carrier.
- 15. Notwithstanding the above, employees who have a change in status (e.g. termination of employment, divorce (copy of decree required), legal separation (copy of decree required), death (copy of certificate required), group contract/policy terminated, military discharge (form DD214 required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the plan year provided the employee gives the Board notice of the change in status within 60 days of the event causing the change. Otherwise, al 1 elections for a cash option shall be in effect, for the entire twelve (12) month benefit period. The Board's

- obligation for the cash option shall be prorated for those employees subject to a change in status.
- 16. Return to the benefits plan for reasons other than change of status is subject to the terms of the carrier.
- 17. Waivers shall be determined by the Rules and Regulations of P.L. 2011 Chapter 78 so long as the District remains in the SEHBP and the law remains applicable.

#### ARTICLE VII: WORK YEAR

## A. As it applies to Teachers:

- 1. The in-school work year for teachers employed on a ten (10) month basis shall not exceed one hundred ninety (190) days and shall include days when pupils are in attendance, orientation days, and any other days on which teacher attendance is required.
- 2. New personnel may be required to attend an additional ten (10) sessions of preservice orientation. A session is defined as anything that takes place during a calendar day.
- 3. Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.
- 4. Five school days prior to the last school day for students, teachers shall be given a list of all items that will appear on the final checkout list.

# B. As it applies to 10 month technicians:

- 1. The work year for 10 month technicians shall include days when pupils are in attendance, orientation days, and any other days on which other unit employee attendance is required, the last working day to be the same as the professional teaching staff, and not to exceed one hundred and ninety (190) days.
- 2. Attendance of 10 month technicians shall not be required whenever student attendance is not required due to inclement weather.

## C. As it applies to 12 month secretaries and clerks:

1. The work year for 12 month secretaries and clerks shall be from July 1 through June 30.

They shall be entitled to the following paid holidays: Fourth of July, Labor Day, Columbus Day, NJEA Convention (2 days), Thanksgiving Day, Friday after Thanksgiving, Winter Break (the same as teaching staff), Martin Luther King Day, Presidents' Day, Spring Break (the same as teaching staff), and Memorial Day.

- 2. When school is closed due to inclement weather or other emergency during the teachers' school year (first work day for teachers in September and last work day for teachers in June) and the school calendar is adjusted to accommodate the closing, employees may be assigned to work on one of the holidays specified in C-1 above if that day is a work day for teachers.
- 3. Holidays which fall on a Saturday shall be celebrated on the preceding Friday and holidays that fall on a Sunday shall be

celebrated on the following Monday, provided that the Friday or Monday is a nationally observed holiday and further provided that the schools are closed.

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

# D. As it applies to 10 month clerks:

- 1. The work year for 10 month clerks shall be from September 1st to June 30th. They shall be entitled to the following paid holidays:
  - Labor Day, Columbus Day, NJEA Convention (2 days), Thanksgiving Day, Friday after Thanksgiving, Winter Break (the same as teaching staff), Martin Luther King Day, Presidents' Day, Spring Break (the same as teaching staff), and Memorial Day.
- 2. When school is closed due to inclement weather or other emergency during the teachers' school year (first work day for teachers in September and last work day for teachers in June) and the school calendar is adjusted to accommodate the closing, employees may be assigned to work on one of the holidays specified in D-1 above if that day is a work day for teachers.
- 3. Holidays which fall on a Saturday shall be celebrated on the preceding Friday and holidays that fall on a Sunday shall be celebrated on the following Monday, provided that the Friday or Monday is a nationally observed holiday and further provided that the schools are closed.
- 4. Their attendance shall not be required whenever student attendance is not required due to inclement weather.

## E. As it applies to 12 month secretaries and clerks:

- 1. All twelve (12) month secretaries and clerks shall be entitled to vacation days with pay and to utilize them in the contract year following the one in which the vacation days were earned according to the schedule set forth in this Article. Legal holidays shall not be counted as vacation days if they fall during an employee's vacation as scheduled under this Article.
- 2. Vacation days shall be earned on a fiscal year basis, July 1st to June 30th of each year.
- 3. Written requests for vacation to be taken during July and August shall be submitted to the division head no later than June 1st and Administration shall respond to said requests within two weeks. Written requests for vacations to be taken at times other than July and August shall be submitted to the employee's supervisor two weeks prior to the start of the proposed vacation. In considering approval of all vacation requests, the

- division heads shall take into consideration the needs of the school or the district. Once a vacation schedule has been approved, it may not be changed except in the case of an emergency as approved by the employee's supervisor.
- 4. Any new 12 month secretary or clerk hired between July 1st and the succeeding January 1st of any calendar year shall be considered to have completed the necessary time to earn two (2) weeks vacation, and any 12 month secretary or clerk hired after January 1st, shall earn one (1) vacation day for each full month of employment between January 1st and June 30th.
- 5. Twelve (12) month secretaries and clerks shall earn the following vacation time:
  - a. Upon completion of one (1) full year of service or such service as will qualify said secretary or clerk for two weeks vacation in accordance with Subparagraph E(4) above through completion of eight (8) years of service = 2 weeks. (10) days
  - b. Upon completion of nine (9) years through completion of fifteen (15) years = 3 weeks. (15 days)
  - c. Upon completion of sixteen (16) or more years = 4 weeks. (20 days)
- 6. Unit employees may only carry five (5) vacation days into the next school year.

#### ARTICLE VIII: HOURS AND LOAD

# A. As it applies to teachers/unit employees:

Personnel shall indicate their presence for duty by placing their initials in the appropriate column of the facility sign-in/out roster located in the Faculty Lounge or other conveniently located area or areas to be agreed upon in advance by the Association and the appropriate division head.

# B. As it applies to teachers:

1. The following starting and ending times shall apply unless scheduled assignments start later due to unexpected circumstances, i.e., late buses, weather, however, ending times will remain the same. Teachers shall be required to report to their scheduled assignment no later than 7:30 A.M. and shall not be required to remain beyond 2:40 P.M. at the Gloucester Township Campus and no later than 7:34 A.M. and shall not be required to remain beyond 2:44 P.M. at the Pennsauken Campus. The extra period before school shall begin 45 minutes prior to the opening of school and end 3 minutes before the opening of school. The extra period after school shall begin 3 minutes after the close of school and 42 minutes thereafter. Those teachers who have morning hall duty or parking lot duty shall report and be at their duty station at 7:15 A.M. at the Gloucester Township Campus and 7:19 A.M. at the Pennsauken Campus and those Teachers who conduct detention shall not be required to stay beyond 3:01 P.M. at the Gloucester Township Campus and 3:05 P.M. at the Pennsauken Campus. Teachers on affiliation with area hospitals or clinics shall, at the request of the hospital or clinic commence work at the time the employees of the hospital or clinic commence work for the day shift; provided, that the length of the teacher's school day shall be as otherwise established in this Agreement. (In the event that the district implements a breakfast program, the parties will meet prior to such implementation to negotiate the impact. The parties further agree that the length of workday shall not be increased and that all volunteers shall be utilized before any nonvolunteers are assigned.)

Effective 2015-16, all teachers (at both campuses) shall report for their scheduled assignments no later than 7:34 a.m. and shall not be required to remain beyond 2:44 p.m., except where the teacher is assigned early or late duty. Teachers assigned to early duty shall report at 7:19 a.m. Teachers assigned to late duty shall be required to remain until 3:05 p.m. Late duty and early duty shall be rotated every year. However the Board retains the right to leave the starting and ending times status quo (pursuant to the 2014-15 school year.)

- 2. Academic subject teachers shall have two (2) preparation periods per day. Every effort shall be made to grant related subject teachers two (2) preparation periods per day. Career Teachers shall have one (1) daily preparation period and one (1) duty period daily, or a seventh period class at the rate established in Article VI A2.
- 3. Every effort shall be made to assign classroom teachers so that they will not be required to change buildings more than two times during the day and classroom stations not more than three times during the school day.
- 4. The President of the Association shall be released from non-teaching duties provided that the President's preparation time shall not be used for Association business and further provided that other members of the Association are to be assigned the non-teaching duties ordinarily assigned to the President of the Association.
- 5. In the event a Board of Education meeting is scheduled during the school day, the President or his designee shall be permitted to attend said meeting. The Board will hire a substitute teacher in such an instance.
- C. As it applies to 10 month clerks and 12 month secretaries/clerks:
  - 1. Between the date of September 1st and June 30th the regularly scheduled work day for 10 month clerks/12 month clerks/secretaries shall commence between 7:00 A.M. and 9:00 A.M. and shall be eight (8) hours including lunch. The summer hours for 10 month clerks/secretaries shall be from the first working day after students are released for the end of the school year until June 30th and then beginning again on September 1 until the last working day before student attendance is required for the start o the next school year. Between the first day in which students are in attendance for the school year and the last day that students are in attendance for the school year, the regularly scheduled work day for 10 month clerks/12 month clerks/secretaries shall commence between 7:00 A.M. and 9:00 A.M. and shall be eight (8) hours including lunch. Between the first working day after students are released for the end of the school year and the last working day before student attendance is required for the new school year, the said clerks/secretaries work day shall commence no later than 9:00 A.M. and end no later than 4:00 P.M. and shall be seven (7) hours including lunch. The starting time of said 12 month clerks/secretaries work day shall be determined by the Superintendent or his designee, providing that notice for the summer hours two weeks prior to that last day that student attendance is required for the end of the school year. In the event the regularly scheduled work day of an employee commences at 9:00 A.M. and ends at 5:00 P.M.; said employee (or if there is more than one employee in the building — the

group of employees) shall be provided with one low-frequency radio communication device for the period 4:00 P.M. to 5:00 P.M. daily. Unit employees who are required to work in excess of forty (40) hours in any week shall be compensated for all such time with equal time off as approved by the Superintendent or his/her designee. Such time must be taken within twenty (20) work days. On in-service days, 10 month clerks/12 month clerks/secretaries hours shall be the same as the teaching staff.

2. During the school year, when students are present, all secretarial/clerical unit employees will take lunch for forty (40) minutes. On those occasions when secretaries/clerks are required to be present, but no students are present, the lunch period for all said unit employees will be one hour.

# D. As it applies to 10 month technicians:

- 1. Technicians shall work 7<sup>3</sup>/<sub>4</sub> hours per day and shall report no earlier than 7:00 A.M. and work no later than 3:15 P.M. The start time and end time of the said technicians work day shall be determined by the Superintendent or his designee. On in-service days, technician hours shall be the same as the teaching staff. The Board reserves the right to hire future technicians on a part time basis without benefits.
- 2. Each technician shall have one duty free lunch period per day which shall be the same length of time as the lunch periods for the students at each campus.
- 3. Each technician shall have one 20 minute break per day arranged by his/her principal.

# E. As it applies to teachers:

1. Permission for absence from campus even for a short period or during the duty free lunch period must be secured in advance of departure from the Principal or his/her appointed representative. Teachers shall sign out on departure and sign in on return.

# As it applies to unit employees:

2. Unit employees shall be permitted to leave the campus during their duty free lunch period provided they sign out and sign in pursuant to subsection A above.

## F. As it applies to teachers:

1. Except in the case of emergency, meetings which take place after the regular in-school work day and which require attendance shall not be called on Fridays or on any other day immediately preceding any holiday, or other day upon which teacher attendance is not required at school. Teachers

shall be given a minimum of 24 hour notice of such meetings and such meetings shall last no longer than one hour. If a faculty meeting is to be scheduled for a Monday, then notice shall be given at least two (2) working days prior to such meeting.

# G. As it applies to teachers:

1. Teachers shall be required by the Administration to attend no more than two (2) evening assignments or meetings during a school year that involve the entire faculty. If more than two such meetings are required that involve the entire faculty, then the Board shall pay compensation at the hourly rate dictated in Schedule B at \$41.00/hour.

# As it applies to unit employees:

2. Unit employees shall be required by the Administration to attend no more than two (2) evening assignments or meetings during a school year that involve the entire faculty. Said assignments or meetings shall be attended on a rotating basis as assigned by the division head. If more than two such meetings are required that involve the entire faculty, then the Board shall provide compensation at the Hourly rate dictated in Schedule B at \$41.00/hour.

## H. As it applies to teachers:

Each teacher shall have one duty free lunch period per day which shall be the same length of time as the lunch periods for students at each campus.

# I. As it applies to teachers:

"Hands On" tasks at both campuses shall be governed by the curriculum and be accomplished within the normal school day.

# J. As it applies to teachers:

The Board of Education shall assign teachers to supervise students working on external co-op based on need. These teachers shall be designated as co-op teachers. The co-op teacher shall be provided release time from instructional duties during the time needed to travel; to the site(s) and supervise. The classes of the co-op teacher shall be covered by another teacher assigned by the Board who shall be paid at the appropriate per period rate as established in Article VI A.5(a). The co-op teacher shall also be paid at the appropriate hourly rate established on Schedule B for summer school and homebound teachers for any time needed for such supervision that extends beyond the end of the teacher's normal work day (2:44 P.M. or 3:14 P.M. as stipulated in Paragraph B-1 above).

# K. As it applies to teachers and unit members:

If a shortened session or early dismissal day is scheduled in the Board approved calendar before Thanksgiving, Winter break, and/or Spring break, then staff members will be released when all or the majority of the buses transporting students has left campus, as determined by the Superintendent or his designee(s).

#### ARTICLE IX: DUTIES

# A. As it applies to teachers:

- 1. Parking lot duty before school, parking lot duty after school, hall supervision before school and detention duty at Gloucester Township and Pennsauken Campuses are recognized as necessary supervisory functions. No teachers shall be assigned a second duty unless every teacher has been assigned at least one of the above duties, subject to Paragraph 2 below. Any teacher who is assigned a non-teaching duty before or after school for two semesters in the same school year shall receive compensation at the rate of \$17.00 per day for each day worked in the second semester.
- 2. Career Teachers that teach morning and afternoon shop may volunteer for duties as defined in Paragraph 1 above. Career Teachers that teach either a morning or afternoon shop shall be included in the pool of teachers available for duty assignments.
- 3. Cafeteria and related duties shall be assigned in place of a regularly assigned class.
- 4. Duty assignments shall be rotated amongst the staff every two (2) marking periods at both campuses, the administration shall seek volunteers and endeavor to fill assignments according to teacher preference; provided however, the administration shall have discretion in by-passing a volunteer for a particular assignment.
- B. The above provisions shall not apply to school nurses

# ARTICLE X: ASSIGNMENT, TRANSFER AND PROMOTION

## A. As it applies to teachers:

- 1. All teachers shall be given written notice of their class, subject, building and room assignment for the forthcoming year not later than August 25th. The Board shall have the right to make changes after August 25th because of student enrollment changes, student course changes and unforeseen circumstances. A list of said schedules and assignments shall be available for inspection by the Association in the office of the appropriate Principal beginning not later than August 25th.
- 2. All vacancies for non-teaching professional personnel positions shall be filled pursuant to the following:
  - Such vacancies shall be publicized through the posting of a notice in each school and the forwarding of the same notice to the Association.
     Vacancies occurring during the summer recess shall be posted on the district website.
    - 1. Such notice shall be posted as far in advance of the date of filling the vacancy as possible and in no event less than ten (10) days in advance of filling the vacancy.
  - b. Said notice of vacancy shall clearly set forth the job description, the minimum qualifications, the rate of compensation, and last date for filing applications. Vacancies shall be filled on the basis of qualifications as posted.
  - c. Teachers who wish to apply for such vacancies shall file an on-line application on the Camden County Technical Schools website, <a href="https://www.ccts.org">www.ccts.org</a>,
- 3. Teachers who desire a change in assignment will file a written statement of such request with the Superintendent. Such statement shall include the grade and/or subject to which the teacher desires to be assigned. Such requests for transfer and/or reassignment for the following year shall be submitted no later than April 1, unless the opening occurs after that date.
- B. As it applies to unit employees as described below:
  - 1. All technicians, except Chapter I technicians, shall be given written notice of their tentative assignments for the coming year not later than August 25th.

- Chapter I technicians shall be given written notice of their tentative campus assignments by said date.
- 2. All vacancies for unit employee positions shall be filled pursuant to the following:
  - a. Such vacancies shall be publicized through the posting of a notice in each school, on the district website and the forwarding of the same notice to the Association.
    - 1. Such notice shall be posted as far in advance of the date of filling the vacancy as possible and in no event less than ten (10) calendar days in advance of filling the vacancy.
  - b. Said notice of vacancy shall clearly set forth the job description, the minimum qualifications, the rate of compensation, and the last day for filing applications. Vacancies shall be filled on the basis of the qualifications as posted.
  - Unit employees who wish to apply for such vacancies shall file an online application on the Camden County Technical Schools website, <a href="https://www.ccts.org"><u>www.ccts.org</u></a>,
- 3. Unit employees who desire a change in assignment shall file a written statement of such request with the Superintendent. Such statement shall include the assignment to which the unit employee member desires to be assigned. Such requests for transfer and/or reassignment for the following year shall be submitted no later than April 1, unless the opening occurs after that date.
- 4. When a secretarial/clerical employee is assigned by the Superintendent or his/her designee coverage for a secretarial/clerical employee who is absent more than two (2) weeks, he/she will be provided additional compensation to be effective at the date of coverage commences at the rate of \$45.00 per day, provided the absent secretarial/clerical employee is employed in a higher salary classification than the employee providing coverage. In any event, no CAM/VOC secretary shall be assigned to a Confidential Secretary position.

#### ARTICLE XI: EVALUATION

# A. As it applies to teachers:

1. In accordance with the procedures implemented by the District during the 2013-14 School Year, the District will follow all aspects of the TEACH NJ Act, which is now known as the "Achieve NJ Act" by implementing protocols and procedures consistent with the law. All protocols, procedures, and policy changes proposed by the District will be reviewed and revised by the District Evaluation and Advisory Committee (DEAC) with final approval by the Board of Education.

# B. As it applies to unit employees:

- 1. Formal evaluations of the work performance of unit employees shall be conducted in accordance with the following procedures:
  - a. Each unit employee shall be evaluated at least one (1) time during the work year by his/her immediate supervisor or by an evaluator designated by the Superintendent.
  - b. A written evaluation report shall be furnished to the employee within ten (10) working days. The unit employee shall sign and return same and may append his comments thereto.
  - c. Any unit employee who receives an unsatisfactory evaluation shall be afforded a post-evaluation conference with the evaluator for the purpose of discussing the evaluation.
- 2. All instruments used in evaluating the work performance of a unit employee shall stress the positive aspect of the evaluation, and shall be constructed in such a manner which will help the unit employee.

# C. As it applies to teachers and unit members:

- 1. Coaches shall be observed a minimum of one (1) time per sport season and cocurricular advisors shall be observed a minimum of one (1) time per year.
- 2. All monitoring of observation of the work performance of a coach or cocurricular advisor shall be conducted openly and with full knowledge of the individual involved.
- 3. Before any observation or evaluation report is finalized, such report shall be discussed at a conference of the coach/co-curricular advisor and the observer. After the completion of this conference, the report will be finalized and a copy of the report given to the coach/co-curricular advisor, who shall acknowledge receipt of same. The unit employee will be given a copy for his/her records.

#### ARTICLE XII: FAIR DISMISSAL

# A. As it applies to teachers/unit employees:

- 1. In accordance with N.J.S.A. 18A:27-10, the Board shall give to each non-tenured teacher/unit employee continuously employed since the preceding September 30th either:
  - a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment 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 from the chief school administrator that such employment shall not be offered.
- 2. If the Board or the chief school administrator fails to act in accordance with A.1.a. or A.above, the Board will be deemed to have offered to the teacher/unit employee continued employment for the next succeeding year.
- 3. If the teacher/unit employee desires to accept such employment, the teacher/unit employee shall notify the Board of such acceptance in writing in accordance with N.J.S.A. 18A:27-10.

# B. As it applies to teachers/unit employees:

- 1. In the event a non-tenured teacher/unit employee receives notice of non-reemployment, the following procedures may be utilized:
  - a. The teacher/unit employee may make a request for reasons for non-reemployment within fifteen (15) calendar days of receipt of notice of non-reemployment.
  - b. The Board shall respond with a written statement of the reasons within thirty (30) calendar days after receipt of the request.
  - c. The teacher/unit employee may request an informal appearance before the Board within ten (10) calendar days after receipt of the Board's statement.
  - d. The Board shall schedule the informal appearance within thirty (30) calendar days of the teacher's/unit employee's receipt of the statement of reasons.
  - e. The Board shall make a final determination within three (3) calendar days following the informal appearance.

- C. As it applies to teachers/unit employees:
  - 1. The granting of any salary increment and/or adjustment as set forth on the salary schedule or schedules shall not be deemed to be automatic. The Superintendent of Schools shall have the authority to recommend to the Board of Education the withholding of any salary increment or adjustment for inefficiency or other good cause. The Board of Education may then withhold said salary increment or adjustment in accordance with N.J.S.A. 18A:29-14, as it may, from time to time, be amended and supplemented.
- D. The provisions of this Article shall be exempt from arbitration as provided in this Agreement in Article XVII, Grievance Procedures.

#### ARTICLE XIII: SICK LEAVE

## A. As it applies to employees as designated below:

- 1. All ten (10) month teachers/technicians/clerks shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. All twelve (12) month secretaries/clerks shall be entitled to twelve (12) sick leave days beginning July 1st. Unused sick leave days shall be accumulated from year to year with no maximum limit. This accumulated sick leave shall be available for use as sick leave in subsequent years.
- 2. In order to obtain sick leave, a physician's certificate may be required. Request for same shall be made by the Board Secretary. It shall be filed with the Board Secretary upon return to work from sick leave. (N.J.S.A. 18A:30-4)
- 3. Teachers/unit employees shall be given a written accounting of accumulated sick leave days no later than October 30th of each school year by the Board Secretary.

## 4. SICK LEAVE BANK

## a. Purpose

The parties agree to establish and implement a sick leave bank utilizing a voluntary donation program to assist employees who experience a "catastrophic health condition or injury" and have exhausted their paid leave benefits. The bank shall allow employees to voluntarily donate accrued vacation, personal days, and/or sick leave to bank. This bank shall be established pursuant to P.L. 2007, Chapter 223, and N.J.S.A. 18A:30-10 to 13.

## b. Definition

A catastrophic health condition or injury is a life threatening condition or combination of conditions or a period of disability required by his or her mental or physical health and requiring the care of a physician who provides a medical verification of the need for the employee's absence.

## c. Committee

The sick leave bank shall be administered by a committee which shall be comprised of three (3) members selected by the Board of Education and three (3) members selected by the Association. The committee shall establish standards and procedures as it deems appropriate for the operation of the sick leave bank. These shall

include, but not be limited to, eligibility requirements for participation in the sick leave bank and the conditions under which the sick leave time may be drawn. No day of leave which is donated to the sick leave bank by an employee shall be drawn by that employee or any employee from the sick leave bank unless authorized by the committee in order to provide sick leave. The standards and procedures shall be filed with the Board Secretary.

## ARTICLE XIV: ABSENCES (LATENESS AND EARLY DEPARTURE)

As it applies to teachers/unit employees:

- A. Teachers and unit employees shall make every effort to notify their immediate superior of their impending late arrival for work.
- B. Requests for approval of an early departure shall be made to the appropriate Principal no less than 2 school days before the scheduled departure on a form entitled "Request for Late Arrival/Early Departure" (in triplicate) which shall contain the reason thereof. The requesting employee shall be notified prior to the end of the fourth (4<sup>th</sup>) period of the day the request has been made. If the request is denied, the specific reason therefore shall be stated on the request form. The only exception to the above notification shall be an extreme emergency or sudden illness in which case the form shall be completed upon the employee's return to work. In such a situation, the request shall be made orally through the appropriate Principal's office and there shall be a response within 10 minutes. Copies of the request shall be distributed to the employee and the employee's file. Employees shall follow the appropriate sign in/out procedures for their division when arriving late or departing early.

## C. Definitions

## 1. Lateness to Work

Four (4) occasional lateness to work annually shall be charged as a half (1/2) day absence. Occasional lateness is defined as any unit employee that fails to report for duty within ten (10) minutes of his/her scheduled sign-in time except for early duty assignments. Each group of four (4) latenesses shall be considered to tally a half (1/2 day absence.

## 2. Leaving Work Early

Four (4) occasional leaving work early annually, after eighth (8<sup>th</sup>) period, shall be charged as a half (1/2) day absence. In order to be eligible to take advantage of this provision, an employee must provide a minimum of two (2) school days notice to the appropriate principal except in cases of emergency as set forth in Section B. Each group of four (4) occasional leaving work early shall be considered to tally a half (1/2) day absence.

## 3. Half Day Absence:

Any combination of lateness to work or leaving work early, as referenced herein that when added together equals four (4) shall constitute a half (/2) absence.

Half Day Absence: Arrival to school in the morning, after 10 minutes of an employee's sign-in time exclusive of "Early Duty" but before the end of the fourth (4<sup>th</sup>) period shall be charged as a half (1/2) day absence. Request for half (1/2) day absence in the morning shall require the presence of an individual at the beginning of their sixth (6) period assignment on the day of absence. Request for half (1/2) day absence in the afternoon shall begin at the end of fourth (4<sup>th</sup>) period on the day of absence. Subject to the notice requirements stated herein.

4. Full Day Absence: Except in cases of emergency, as set forth in Section B, arrival to work after the beginning of sixth (6<sup>th</sup>) period shall be charged as full day absence.

## D. Record Keeping

- 1. Record keeping for occasional lateness and leaving work early will be maintained by the Principal/Supervisor. The data will be reported to Human Resources for entry into employee's attendance record When the employee accumulates four (4) days of lateness to work or four (4) days leaving work early or a combination thereof, the employee shall be charged with a half (1/2) day absence on the accumulated fourth (4<sup>th</sup>) day for each group of absences. These days shall be subtracted from personal days or, if none exist, shall be recorded as unpaid leave and may be grounds for discipline.
- 2. Other situations that occur beyond the scope of the above items shall be dealt with on an individual basis at the discretion of the Principal/Supervisor and in accordance with the current labor agreement.

## ARTICLE XV: TEMPORARY LEAVES OF ABSENCE

## A. As applies to teachers/unit employees:

- 1. Absence without salary deduction shall be allowed in the amount of up to five (5) days due to death in the family. The five (5) days shall be taken consecutively whenever possible unless documented special circumstances exist requiring otherwise and approved by the immediate Supervisor. Family is defined as a parent, child and spouse or any person residing in the employee's household. Absence without salary deduction shall be allowed in the amount of one (1) day due to the death of: brother, sister, nephew, niece, aunt, uncle, mother-in-law, father-in-law, grandparents and grandchildren.
- 2. Absence without salary deduction shall be allowed for three (3) days in any one school year provided that the need for such days is to perform personal business. Personal business shall be defined to include the observance of religious holidays. Except in the case of an extreme emergency, such days may not be taken on the day immediately before or after a school holiday. Any personal days not utilized in a school year shall accumulate as sick leave pursuant to Article XIII A(1) as of July 1st of the succeeding school year.
- 3. Absence without salary deduction shall be allowed for a required appearance in a court of law or before an administrative agency, provided the teacher/unit employee is not a defendant in a criminal action, and provided further that the appearance does not involve an adversary action between the Board and the teacher/unit employee, except as otherwise provided in N.J.S.A. 18A:16-6.1 under the terms of which expenses of hearing shall be construed to include salary.

If the appearance in a court of law is for required jury duty, the employee shall present court documented proof of service upon return to work.

## B. PROCEDURE - As applies to teachers/unit employees.

- 1. Temporary leave a request for approval of all absences will be made at least two days in advance of the expected absence on the form entitled "Request for Temporary Leave." No reason shall be stated on the form provided. The request will be made in triplicate. One copy will be returned to the staff member making the request, signed by the Principal/Supervisor. One copy will be placed in the staff member's file and one copy will be sent to the central office.
- 2. The only exception to the two day advance notification shall be an extreme emergency or sudden illness. In that event, the employee shall indicate the

- reason for the emergent situation. If the situation prevents the employee from completing the request form at the time of the emergency he/she shall do so immediately upon return to school.
- 3. Upon returning from any absence, the teacher/unit employee will fill out a form entitled "Absence Form." The teacher/unit employee will follow the directions printed on the form, sign the form and turn it into the office of the Principal/Supervisor. This form will be in triplicate. A copy will be placed in the teacher/unit employee's file, one sent to the Office of Human Resources, and another returned to the teacher/unit employee. If a physician's certificate is required under the provisions of Article XIII A(2) it shall be placed in the teacher/unit employee's file.
- C. CALL-IN As applies to employees designated below:
  - 1. Teachers must call the answering service by 6:00 A.M. when a full day's absence is required due to sudden illness or extreme emergency. This shall not apply on days when the teacher must leave school early due to illness or extreme emergency.
    - a. Half day personal and half day sick leaves shall be covered from within.
    - b. The board shall assume responsibility for getting substitutes to cover classes resulting from an approved field trip or school business day.
  - 2. Technicians must call the answering service by 6:00 A.M. when a full day's absence is required due to sudden illness or extreme emergency. This shall not apply on days when the technician must leave school early due to illness or extreme emergency.
  - 3. Secretaries/clerks must call the appropriate office no later than 7:30 A.M. when an absence is required due to sudden illness or extreme emergency.
- D. Emergencies occurring in transit to school shall be reviewed on a case-by-case basis by the Principal/Supervisor and the Principal/Supervisor shall have the authority to waive the requirements of the 6:00 A.M. or 7:30 A.M. call-in.

#### ARTICLE XVI: EXTENDED LEAVES OF ABSENCE

## A. As it applies to teachers/unit employees:

1.Members of the state organized militia who are on leave for federal active duty or active duty for training are entitled to paid leave not to exceed 90 work days per calendar year. School employees who are members of the United States Army or Reserves, or member of the National Guard of other states, are entitled to paid leave of up to 30 work days per calendar year, for periods of federal active duty.

## B. Extended Disability Leave

- 1. Due to a medical disability, a teacher/unit employee shall be granted an extended leave of absence without pay (subject to paragraph e hereof) if any one of the following conditions exists:
  - a. a notable and substantial decrease in teacher/unit employee performance or
  - b. the production of a certification from a medical doctor that the teacher/unit employee is medically unable to continue to work.
- 2. The Board shall have the right to have such a teacher/unit employee examined by its own physician and in the event of a disagreement between the Board's physician and the teacher/unit employee's physician on such ability or disability, the question shall be referred to a third physician designated by mutual agreement of the teacher/unit employee and the Board, for final binding resolution. The expense of the third physician shall be paid by the Board.
- 3. During the period of the teacher/unit employee's personal medical disability, accumulated sick leave benefits in accordance with Article XIII above shall be paid until such benefits are exhausted or the personal medical disability has terminated.
- 4. When the seeking of an extended leave of absence for medical disability can be anticipated, a teacher/unit employee shall file a written request for such leave with the Superintendent or his/her designee at least thirty (30) calendar days in advance of the anticipated date on which said leave is to commence. The request shall specify therein the date upon which, subject to medical confirmation, the teacher/unit employee proposes to return. Upon termination of the medical disability, the teacher/unit employee shall return to work, resign, retire or apply for other leave. In the event of disagreement, the date of termination shall be established as set forth in paragraph b above.

5. Application for extended medical disability shall not be granted beyond June 30th of the current school year. In the event a teacher/unit employee wishes to continue on extended medical disability for all or part of the ensuing school year, an application for such status shall be made during the month of June accompanied by appropriate medical certification and shall be granted by the Board. In the event the continued extended medical disability is for part of the ensuing school year and there is a change in the teacher/unit employee's medical status during the school year, the Board shall, upon submission of an additional application and appropriate medical certification, make changes in said leave. In the event of a question concerning the certification, it shall be resolved in accordance with paragraph b above.

## C. As it applies to teachers/unit employees:

1. Upon completion of a disability leave, in accordance with paragraph B above, a teacher/unit employee may make application to the Board for an unpaid child rearing leave of absence. Upon application, said leave shall be granted by the Board for a period not to extend beyond the end of the contract year in which the leave is requested to commence for nontenured teachers/unit employees and shall not extend beyond the beginning of the second July 1st from the date on which said leave is to commence for tenured secretaries and clerks and beyond the second September 1st for tenured teachers. For technicians (who do not acquire tenure) said leave shall not extend beyond the beginning of the second July 1st from the date on which said leave is to commence for those technicians who have been employed for any one of the time periods as delineated in N.J.S.A.

18A:28-5. The date of the requested return by the teacher/unit employee may be adjusted by the Board in its discretion to commence in January, July or September following the end of the requested leave.

## D. As it applies to teachers/unit employees:

- 1. Other leaves of absence without pay may be granted at the discretion of the Board.
- 2. All extensions or renewals of leaves shall be applied for and responded to in writing.

#### ARTICLE XVII: GRIEVANCE PROCEDURE

## A. As it applies to teacher and/unit employees:

- 1. A "grievance" is a claim by a teacher/unit employee or the Association based upon the interpretation, application, or violation of a term or terms of this Agreement affecting a teacher/unit employee or a group of teachers/unit employees. Such claim(s) must be articulated to the District in accordance with the procedure and time limits set forth within this Article.
- 2. A "grievant" is a person or persons or the Association making the claim.
- 3. A "party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

## B. As it applies to teachers and unit employees:

1. The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting teachers/unit employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures, and it is intended by the parties that, if appropriate, discussions be held in an attempt to resolve the grievance.

## C. As it applies to teachers and unit employees:

- 1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 2. Discussion A teacher/unit employee with a grievance shall first discuss it with the division head either directly or through the Association's designated representative, with the objective of resolving the matter informally.
- Level One If the grievance is not resolved or if no response is made within five (5) work days after the discussion outlined above, the grievant may submit the grievance to the division head in writing. The Principal/Supervisor shall respond in writing within ten (10) work days.
- 4. Level Two If the grievance is not resolved or if no written response is received from the division head in the allotted time, the grievant may within ten (10) work days of the answer or expiration of the allotted time submit the grievance in writing to the Superintendent of Schools.\*

- Wherever Superintendent of Schools is mentioned, it shall mean the Superintendent or his/her designee.
- 5. Level Three If the grievance is not resolved or if the Superintendent does not respond in writing within ten (10) work days from the receipt of the grievance, the grievant may within ten (10) work days of the answer or expiration of the allotted time submit the grievance in writing to the Board of Education.
- 6. Level Four If the grievance is not resolved or if no written response is received from the Board within forty-five (45) calendar days the Association only may within fifteen (15) work days of the answer or expiration of the allotted time submit the grievance to arbitration under the Voluntary Labor Arbitration Rules of PERC.

## 7. Level Five -

a. The arbitrator selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision. The arbitrator's decision shall be in writing and shall set forth his/her 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 law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

In reaching a decision, the arbitrator shall be limited to the issues submitted and shall consider no other issues. The arbitrator shall neither add anything to nor subtract anything from this Agreement.

The arbitrator shall not have the jurisdiction to determine the arbitrability of issues before him but rather such issues shall be determined by the appropriate administrative agency, quasijudicial body, except that the arbitrator shall have jurisdiction to determine whether or not the parties in interest have met the time limitations imposed by the grievance procedure.

The following matters shall not be arbitrable:

- 1. The termination of or non-renewal of a contract of a non-tenured teacher/unit employee.
- 2. Any allegation that the Board has violated a right conferred upon a teacher/unit employee, or a duty upon the Board by any administrative agency, court decision or the Laws of the

State of New Jersey or the United States of America, where a method of review is available under the rules and regulations of said administrative agency or under or through a quasi-judicial or judicial body by virtue of a court decision or the Laws of the State of New Jersey or the United States of America.

- 3. Any alleged violation of a teacher's/unit employees' rights where the relief demanded by the teacher/unit employee is the payment of money damages for alleged wrongful discharge or the reinstatement of employment.
- 4. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

## D. As it applies to teachers and unit employees:

- 1. 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 personnel file of any of the participants.
- 2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- 3. If, in the judgment of the Association, a grievance affects a group or class of teachers/unit employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.
- 4. All meetings and hearings under this procedure shall not be conducted in public and shall include only witnesses, parties in interest and their designated or selected representatives.

## E. As it applies to teachers and unit employees:

1. To be considered timely under this procedure, a grievance must be filed within thirty (30) work days from the occurrence which caused the grievance or from the time the grievant should reasonably have known of the occurrence.

## ARTICLE XVIII: PROTECTION OF TEACHERS/UNIT EMPLOYEES

## A. As it applies to teachers and unit employees:

1. Whenever a teacher/unit employee becomes aware of a condition which the teacher/unit employee feels may be, or has the potential of being a hazard to the safety, health or welfare of the teacher/unit employee, the students, the property of either, or of the school, the teacher/unit employee shall report that condition to the Principal/Supervisor or to the appropriate person. The condition shall be promptly investigated and if not corrected, the result of the investigation will be reported to the teacher/unit employee.

## B. As it applies to teachers and unit employees:

1. As specified in N.J.S.A. 18A:6-1, a teacher/unit employee may, within the scope of his employment, use and apply such amount of force as is reasonable and necessary to quell a disturbance threatening physical injury to others; to obtain possession of weapons or other dangerous objects upon the person or within the control of the pupil for the purpose of self-defense; and for the protection of persons or property.

## C. As it applies to teachers and unit employees:

1. Teachers/unit employees shall immediately report cases of assault suffered by them in connection with their employment to their Principal/Supervisor in writing. Assault shall be defined in accordance with the EVVRS Regulation.

## D. As it applies to teachers and unit employees:

1. The Board shall review any claims (after receiving such certification as it shall request) on a case-by-case basis, made by teachers/unit employees for damages to their personal property arising out of and in the course of the performance of their duties as teachers/unit employees, and shall pay all or such part of such claims, not reimbursed to the teacher by the Board's workers' compensation carrier, as the Board in its absolute discretion shall deem appropriate. In no event shall such payment exceed \$437.00

## ARTICLE XIX: DEDUCTIONS FROM SALARY

## A. As it applies to teachers and unit employees:

- 1. The Board of Education agrees to deduct from the salaries of teachers/unit employees, who authorize such deduction dues for the Cam/Voc Education Association and its county, state and national affiliate organizations.
- 2. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.95 and with rules established by the New Jersey Department of Education.
- 3. A check for the appropriate amount of such deductions made shall be transmitted to a person designated by the Association on or before the fifteenth (15th) day of each month following the month in which the deduction is made.

## B. As it applies to teachers and unit employees:

1. Each teacher/unit employee may individually elect to have a specified amount of his monthly salary deducted from his pay and deposited in one agency mutually agreed upon by the parties; provided that said specified amount does not equal one hundred percent (100%) of said disposable salary.

#### ARTICLE XX: TUITION REIMBURSEMENT PLAN

- A. The Board shall pay the prevailing graduate rate per credit hour at Rowan University. Effective July 1, 2015, the credit hours per school employee per school year, shall be twelve (12) credit hours. In order to assure reimbursement, teachers must complete and submit the form titled "Prior Approval of Course for Tuition Reimbursement" to the Superintendent for approval before beginning the course. Approval by the Superintendent will be in accordance with the criteria listed below.
  - 1. This Article is applicable to any teacher who holds a standard certificate in his/her subject area of teaching assignment.
  - 2. Expenses to be reimbursable to the teacher upon successful completion of course.
  - 3. Courses taken must be in secondary education or those courses related to career programs in accordance with State regulations and requirements of law.
  - 4. Courses must be taken at a college accredited for certification by the New Jersey State Department of Education and a grade of "B" is required in order to receive reimbursement.
  - 5. Effective for the 2015-16 academic year the total amount of reimbursement payable to teachers shall not exceed \$90,000. Effective 7/1/16, the total reimbursement payable to teachers shall not exceed \$100,000 in a school year.
- B. The Board of Education shall pay the tuition, fees and related expenses for any Career Teacher or unit employee to attend workshops or seminars provided the prior approval of the Superintendent and the Board of Education is received. The request shall identify the workshop/seminar and indicate the detailed, anticipated related expenses in addition to the precise fees and tuition. Receipts for all expenses (except mileage) must be submitted pursuant to accountability regulations.
- C. The Board of Education shall pay tuition for technicians to attend college courses provided the prior approval of the Superintendent is obtained. The request shall identify the seminar, workshop or course and indicate tuition. The individual's annual reimbursement shall not exceed the cost of three (3) undergraduate credits at Rowan University. The maximum cost to the board shall not exceed \$5,091
- D. The Board shall pay tuition for secretaries/clerks to attend courses provided the prior approval of the superintendent is obtained. The request shall identify

the course title and indicate the tuition. The individual's annual reimbursement shall not exceed the cost of three (3) undergraduate credits at Rowan University. The maximum cost to the board shall not exceed \$5,091.

#### ARTICLE XXI: REPRESENTATION FEE

## A. Purpose of Fee

If a unit member does not become a member of the Association during any membership year, during the duration of the term of the most current contract, which is covered in whole or part by this Agreement, said unit member will be required to pay a representation fee to the Association for the membership year. The purpose of this fee will be to offset the unit member's per capita cost of services rendered by the Association as majority representative. Any public unit member who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative, under the proceedings established and maintained in accordance with the provisions of Chapter 477 P.L. 1979, N.J.S.A., "a return of any part of that fee paid by him which represents the unit member's additional pro-rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative."

## B. Notification of Fee

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fee and assessments charged by the Association to its own members for the membership year. The representation fee to be paid by non-members shall be determined pursuant to law by statute.

## C. Deduction and Transmission of Fee

## 1. Notification

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

## 2. Payroll Deduction Schedule

The Board will deduct from salaries of the employees referred to in Section C Paragraph 1 the full amount of the yearly representation fee in

equal installments beginning with the first paycheck in February and will promptly transmit this fee to NJEA.

## 3. Termination of Employment

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

## D. Mechanics

- 1. Except as otherwise provided in this Article, the mechanics for the deduction of representation fee and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for deduction and transmission of the regular membership dues to the Association.
- 2. Changes in the list provided for in paragraph C-1 will be in accordance with the present APD dues deduction procedures.

## E. New Unit Members

- 1. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all unit members who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such unit members.
- 2. The date of employment will have said to begun when the unit member is placed on the payroll and not the date when the Board approves his/her employment.

## F. Liability

- 1. The Board gives the Association 30 days' notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- 2. If the Association so requests, in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in other aspects of said defense.

#### ARTICLE XXII: MISCELLANEOUS PROVISIONS

## A. As applies to teachers/unit employees:

- 1. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of teachers/unit employees or in the application or administration of this Agreement on the basis of race, creed, color, national origin, ancestry, age, sex, affectional or sexual orientation, marital status, domestic partnership status, familial status, liability for service in the Armed Forces of the United States, atypical hereditary cellular or blood trait of any individual, nonapplicable disability or because genetic information or refusal to submit to or make available the results of a genetic test.
- 2. This Agreement constitutes Board policy for the term of said Agreement, and the Board and Association shall carry out the commitments contained herein and give them full force and effect.
- 3. Management Rights Subject to the provisions of this Agreement, the Board reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by Boards of Education in the management of the school district.
- 4. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.
- 5. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 6. Any individual contract between the Board and an individual teacher/unit 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.

- 7. Individual employment contracts shall be in the form as attached hereto and made a part hereof as Schedule C.
- 8. 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 letter at the following address:
  - a. If by Association to the Board of Education:

Camden County Technical Schools (Superintendent's Name)

343 Berlin Cross Keys Road

Sicklerville, New Jersey 08081-4000

b. If by Board of Education to the Association:

Cam/Voc Education Association

(President's Name)

(At school President is assigned)

## ARTICLE XXIII: DURATION

1. This Agreement shall be effective until June 30, 2017.	e as of July 1, 2014, and shall continue in effect
	e Association and the Board of Education have d by its President and Board Secretary this
day of	2015.
CAM/VOC EDUCATION ASSOCIATION	THE BOARD OF EDUCATION OF THE CAMDEN COUNTY TECHNICAL SCHOOLS
By:Ryan McCarty, President	By:Scott Kipers, Secretary
	By: Dr. William Mink, Board Presiden
Date	

## EXPLANATION NOTES FOR SCHEDULES A – TEACHERS SALARY GUIDES

#### PLACEMENT ON THE GUIDE:

- 1. Everyone moves up a step each year effective on the date indicated on the individuals guides.
- 2. A person on step 16 as of July of each year remains on step 16.
- 3. Column A Academic Bachelor Degree Shop/Related Emergency (Provisional) Certificate
  - Column B Academic Bachelor Degree plus 15 credits Shop/Related Permanent Certificate
  - Column C Academic Masters Degree Shop/Related Bachelor Degree
  - Column D Academic Masters Degree plus 15 credits Shop/Related Bachelor Degree plus 15 credits
  - Column E Academic Masters Degree plus 30 credits
    - Shop/Related Masters Degree
  - Column F Academic Masters Degree plus 60 credits Shop/Related Masters Degree plus 15 credits Ed.D or Ph.D.
- 4. Effective 7/1/05, courses taken for column advance on the salary guide for academic teachers must be courses that will qualify for an advanced degree in subject they teach or in education.

Such courses taken by a shop or related teacher must be courses that will qualify for full certification, a bachelor's degree or an advanced degree.

All courses taken by any teacher shall be taken at a college or university accredited for certification by the New Jersey State Department of Education; a copy of the program approved by the New Jersey State Department of Education or the institution involved shall be provided; and shall be verified by an official transcript for the institution.

## Camden County Technical Schools Step Guide - Teachers 2014-2015

Years of Experience Recognized by District	Step	A	В	С	D	E	F
1	1	\$47,984	\$48,732	\$49,212	\$49,693	\$50,227	\$50,761
2-3	2	\$48,184	\$48,932	\$49,412	\$49,893	\$50,427	\$50,961
4-5	3	\$48,484	\$49,232	\$49,712	\$50,193	\$50,727	\$51,261
6	4	\$48,784	\$49,532	\$50,012	\$50,493	\$51,027	\$51,561
7	5	\$49,084	\$49,832	\$50,312	\$50,793	\$51,327	\$51,861
8	6	\$49,404	\$50,152	\$50,632	\$51,113	\$51,647	\$52,181
9	7	\$49,724	\$50,472	\$50,952	\$51,433	\$51,967	\$52,501
10	8	\$51,724	\$52,472	\$52,952	\$53,433	\$53,967	\$54,501
11	9	\$54,224	\$54,972	\$55,452	\$55,933	\$56,467	\$57,001
12	10	\$59,224	\$59,972	\$60,452	\$60,933	\$61,467	\$62,001
13	11	\$62,224	\$62,972	\$63,452	\$63,933	\$64,467	\$65,001
14	12	\$65,224	\$65,972	\$66,452	\$66,933	\$67,467	\$68,001
15	13	\$68,224	\$68,972	\$69,452	\$69,933	\$70,467	\$71,001
16	14	\$71,224	\$71,972	\$72,452	\$72,933	\$73,467	\$74,001
17	15	\$74,224	\$74,972	\$75,452	\$75,933	\$76,467	\$77,001
18	16	\$77,224	\$77,972	\$78,452	\$78,933	\$79,467	\$80,001

# Camden County Technical Schools Step Guide - Teachers 2015-2016

Years of Experience Recognized by District	Step	A	В	С	D	E	F
1	1	47,984	48,732	49,212	49,693	50,227	50,761
2-3	2	48,184	48,932	49,412	49,893	50,427	50,961
4-5	3	48,704	49,452	49,932	50,413	50,947	51,481
6	4	49,004	49,752	50,232	50,713	51,247	51,781
7	5	49,304	50,052	50,532	51,013	51,547	52,081
8	6	49,604	50,352	50,832	51,313	51,847	52,381
9	7	49,924	50,672	51,152	51,633	52,167	52,701
10	8	51,924	52,672	53,152	53,633	54,167	54,701
11	9	54,424	55,172	55,652	56,133	56,667	57,201
12	10	59,224	59,972	60,452	60,933	61,467	62,001
13	11	62,224	62,972	63,452	63,933	64,467	65,001
14	12	65,224	65,972	66,452	66,933	67,467	68,001
15	13	68,224	68,972	69,452	69,933	70,467	71,001
16	14	71,224	71,972	72,452	72,933	73,467	74,001
17	15	74,224	74,972	75,452	75,933	76,467	77,001
18	16	78,624	79,372	79,852	80,333	80,867	81,401

## Camden County Technical Schools Step Guide - Teachers 2016-2017

Years of	
Experience	<del>)</del>
Recognized	by

Recognized by		_	_	_	_	_	_
District	Step	Α	В	С	D	E	F
1	1	\$47,984	\$48,732	\$49,212	\$49,693	\$50,227	\$50,761
2-3	2	\$48,184	\$48,932	\$49,412	\$49,893	\$50,427	\$50,961
4-5	3	\$48,704	\$49,452	\$49,932	\$50,413	\$50,947	\$51,481
6	4	\$49,004	\$49,752	\$50,232	\$50,713	\$51,247	\$51,781
7	5	\$49,304	\$50,052	\$50,532	\$51,013	\$51,547	\$52,081
8	6	\$49,604	\$50,352	\$50,832	\$51,313	\$51,847	\$52,381
9	7	\$49,924	\$50,672	\$51,152	\$51,633	\$52,167	\$52,701
10	8	\$51,924	\$52,672	\$53,152	\$53,633	\$54,167	\$54,701
11	9	\$54,424	\$55,172	\$55,652	\$56,133	\$56,667	\$57,201
12	10	\$59,224	\$59,972	\$60,452	\$60,933	\$61,467	\$62,001
13	11	\$62,224	\$62,972	\$63,452	\$63,933	\$64,467	\$65,001
14	12	\$65,224	\$65,972	\$66,452	\$66,933	\$67,467	\$68,001
15	13	\$68,224	\$68,972	\$69,452	\$69,933	\$70,467	\$71,001
16	14	\$71,224	\$71,972	\$72,452	\$72,933	\$73,467	\$74,001
17	15	\$74,224	\$74,972	\$75,452	\$75,933	\$76,467	\$77,001
18	16	\$79,699	\$80,447	\$80,927	\$81,408	\$81,942	\$82,476

## Camden County Technical Schools Step Guide - Secretarial 2014-2015

Years of Experience Recognized by

Recognized by					
District	Step	Group 3	Group 2	Group 1	Group 1-10
1-5	1	\$26,765	\$23,976	\$24,014	\$20,010
6	2	\$26,990	\$24,202	\$24,572	\$20,475
7	3	\$27,491	\$24,702	\$24,712	\$20,592
8	4	\$28,356	\$25,568	\$25,327	\$21,105
9	5	\$29,357	\$26,569	\$25,778	\$21,481
10	6	\$30,834	\$28,044	\$27,254	\$22,711
11	7	\$31,961	\$29,174	\$28,383	\$23,651
12	8	\$33,618	\$30,831	\$30,040	\$25,033
13	9	\$35,468	\$32,680	\$31,889	\$26,573
14	10	\$37,968	\$35,179	\$34,426	\$28,657
15	11	\$40,906	\$38,118	\$37,328	\$31,105
16	12	\$47,488	\$44,775	\$44,005	\$36,813
OG			\$45,717		

## Camden County Technical Schools Step Guide - Secretarial 2015-2016

Years of Experience Recognized by District	Step	Group 3	Group 2	Group 1	Group 1-10
1-6	1	\$27,300	\$24,456	\$24,494	\$20,411
7	2	\$27,530	\$24,686	\$25,063	\$20,885
8	3	\$28,041	\$25,196	\$25,206	\$21,004
9	4	\$28,923	\$26,080	\$25,833	\$21,527
10	5	\$29,944	\$27,100	\$26,294	\$21,911
11	6	\$31,450	\$28,605	\$27,799	\$23,166
12	7	\$32,600	\$29,758	\$28,950	\$24,124
13	8	\$34,291	\$31,447	\$30,641	\$25,533
14	9	\$36,178	\$33,333	\$32,527	\$27,105
15	10	\$38,728	\$35,882	\$35,115	\$29,230
16	11	\$41,724	\$38,881	\$38,074	\$31,727
17	12	\$48,438	\$45,670	\$44,885	\$37,549
OG			\$46,632		

# Camden County Technical Schools Step Guide - Secretarial 2016-2017

## Years of Experience Recognized by

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District	Step	Group 3	Group 2	Group 1	Group 1-10
1-7	1	\$27,846	\$24,945	\$24,984	\$20,819
8	2	\$28,081	\$25,179	\$25,565	\$21,303
9	3	\$28,602	\$25,700	\$25,710	\$21,424
10	4	\$29,502	\$26,601	\$26,350	\$21,957
11	5	\$30,543	\$27,642	\$26,820	\$22,349
12	6	\$32,079	\$29,177	\$28,355	\$23,629
13	7	\$33,252	\$30,353	\$29,529	\$24,606
14	8	\$34,976	\$32,076	\$31,254	\$26,044
15	9	\$36,901	\$34,000	\$33,178	\$27,647
16	10	\$39,502	\$36,600	\$35,817	\$29,815
17	11	\$42,559	\$39,658	\$38,836	\$32,362
18	12	\$49,407	\$46,584	\$45,783	\$38,300
OG			\$47,564		

## Camden County Technical Schools Step Guide - Technicians 2014-2015

Years of		
Experience		<b>T.</b> . 1
Recognized		Technician
by District	Step	Salary
1-5	1	\$22,870
6	2	\$23,079
7	3	\$23,287
8	4	\$23,875
9	5	\$24,674
10	6	\$25,054
11	7	\$25,559
12	8	\$26,574
13	9	\$27,340
14	10	\$31,408
15	11	\$35,476
16	12	\$40,399

## Camden County Technical Schools Step Guide - Technicians 2015-2016

Years of Experience		
Recognized		Technician
by District	Step	Salary
1-6	1	\$23,328
7	2	\$23,540
8	3	\$23,752
9	4	\$24,353
10	5	\$25,167
11	6	\$25,555
12	7	\$26,070
13	8	\$27,106
14	9	\$27,887
15	10	\$32,036
16	11	\$36,185
17	12	\$41,207

## Camden County Technical Schools Step Guide - Technicians 2016-2017

Years of Experience		
Recognized by District	Step	Technician Salary
1-7	<u> </u>	\$23,794
8	2	\$24,011
9	3	\$24,227
10	4	\$24,840
11	5	\$25,671
12	6	\$26,066
13	7	\$26,592
14	8	\$27,648
15	9	\$28,445
16	10	\$32,677
17	11	\$36,909
18	12	\$42,031

#### **SCHEDULE B**

Teachers may submit plans for clubs or activities to be considered by the Board of Education for it approval. If the activity is approved by the Board of Education, the teacher shall conduct such club or activity for the first year with no compensation. If the activity is approved by the Board of Education to be conducted beyond the first year, then the teacher shall be compensated in accordance with Schedule B above. Clubs shall meet after the end of the school day.

Credit for coaching experience for teachers hired initially for the 1981-82 school year or hired initially thereafter shall be as follows:

0-3 years	Step 1
4-9 years	Step 2
10 or more years	Step 3

Coaches will not receive payment of their coaching salary until all equipment, uniforms, etc. have been accounted for by the Athletic Director and all other terms of coaching agreement satisfactorily completed. (Coaches unable to complete the entire season shall receive their salary on a pro-rated basis. This shall be based upon the length of the season for that particular coaching assignment).

Schedule B – 2014-2017 Athletic Extracurricular Activities				
Head Coach: Baseball, Soccer, Track, Softball,	\$4,391	\$5,854	\$7,346	\$8,809
Hockey				
Volleyball, Cheerleading, Cross-Country				
Assistant: Baseball, Soccer, Track, Softball,	\$3,077	\$4,261	454,37	\$6,609
Hockey, Volleyball, Cheerleading, Cross-County				
Head Coach: Basketball, Swimming, Wrestling	\$5,123	\$6,601	\$8,076	\$9,539
Assistant: Basketball, Swimming, Wrestling	\$3,810	\$4,973	\$6,160	\$7,346
Head Coach: Bowling, Tennis, Golf	\$3,810	\$4,973	\$6,610	\$7,346
Assistant: Bowling, Tennis, Golf	\$2,337	\$3,523	\$4,694	\$5,854
Intramural	\$1,465	\$1,684	\$1,908	\$2,128
Nonathletic Extracurricular Activities				
Class Advisor Junior/Senior	\$2,932	\$3,223	\$3,521	\$3,810
Class Advisor Freshman/Sophomore	\$1,756	\$2,050	\$2,345	\$2,641
Newspaper Quality Circle Leader	\$1,756	\$2,050	\$2,345	\$2,641
Yearbook Editorial Advisor	\$4,744	\$5,019	\$5,288	\$5,558
Yearbook Business Advisor	\$3,037	\$3,314	\$3,580	\$3,852
Skills USA	\$4,101	\$4,394	\$4,686	\$4,978
DECA	\$4,101	\$4,394	\$4,686	\$4,978
EBLA	\$4,101	\$4,394	\$4,686	\$4,978
FCCLA	\$4,101	\$4,394	\$4,686	\$4,978
FFA	\$4,101	\$4,394	\$4,686	\$4,978
HOSA	\$4,101	\$4,394	\$4,686	\$4,978
Student Government	\$3,515	\$3,807	\$4,102	\$4,396
Post Secondary Student Government	\$2,641	\$2,932	\$3,223	\$3,521
Band, Drama, Chorus, Flower Show	\$2,050	\$2,271	\$2,414	\$2,641
Clubs/National Honor Society	\$1,465	\$1,760	\$2,055	\$2,349
Summer School Teacher (hourly rate)	\$ 41			
Homebound Teacher (hourly rate)	\$ 41			
Summer Curriculum Work (hourly rate)	\$ 41			