## **AGREEMENT**

## **BETWEEN THE**

# CAMDEN COUNTY VOCATIONAL ADMINISTRATORS AND SUPERVISORS ASSOCIATION II

## **AND THE**

# BOARD OF EDUCATION OF THE CAMDEN COUNTY TECHNICAL SCHOOLS

FOR THE SCHOOL YEARS 2008-2011

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## ARTICLE I

#### RECOGNITION

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#### **UNIT MEMBERSHIP**

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Camden County Vocational Administrators and Supervisors Association II (hereinafter referred to as "the Association") as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified assistant principals, assistant directors, directors of athletics and student activities, directors of student personnel services, director of apprentice and special projects, adult education/apprenticeship coordinator, and supervisors whether under contract, on leave, employed or to be employed by the Board of Education of the Camden County Technical Schools (hereinafter referred to as "Board").

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#### **DEFINITIONS**

The terms employee, member or Supervisory Personnel when used hereinafter in this Agreement, shall refer to all professional administrative personnel represented by the Association in the negotiating unit as defined above. References to "males" shall include "females."

#### ARTICLE II

#### NEGOTIATIONS PROCEDURE

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#### **DEADLINE DATES**

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel. Negotiations shall begin in the final year of the current contract with a meeting to be held at a mutually satisfactory place within 15 days after receipt of a notice of intent to commence negotiations. Said notice shall not be given prior to October 15 of such year. The parties can mutually agree to an extension of time.

B .

#### NEGOTIATING TEAM AUTHORITY

Neither party shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representative shall be clothed with all necessary power and authority to make proposals, make counter proposals, tentatively approve provisions in the course of negotiations and recommend to their respective parties the total agreement as reached by the negotiating representatives. It is mutually agreed that such tentative approval is subject to ratification by Association and Board.

C

## **MODIFICATION**

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject matter of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not with the knowledge or contemplation of either or both of the parties at the times they negotiated or executed this Agreement. 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. This Agreement shall be effective during its term as set forth in Article XV hereof, subject to the Association's right to negotiate over a successor agreement as provided above.

## ARTICLE III

#### **GRIEVANCE PROCEDURE**

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#### **DEFINITION**

The term "grievance" means a complaint or a claim that there has been an improper application, interpretation or a violation of any term or provision of this Agreement, board policies or administrative decisions affecting a member, a group of members or the Association.

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#### **PURPOSE**

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

 $\mathbf{C}$ 

#### **PROCEDURE**

1

#### FILING A GRIEVANCE

A grievance may be filed by an individual member, a group of members or by the Association, either in its own name or as a representative of a group or a class whose

individual signatures shall not be necessary. Any grievance must be lodged at the proper initiating level within sixty (60) calendar days of the occurrence which caused the grievance.

2

#### FAILURE TO COMMUNICATE A DECISION

- a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step. Time limits may be extended by the mutual consent of the parties.
- b. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3

## INFORMAL ATTEMPT TO RESOLVE A COMPLAINT

An individual who has a complaint shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. However, if the complainant is the Association, the initial discussion shall be at the level of the Superintendent. In such event, if the problem is not resolved to the satisfaction of the Association within fourteen (14) calendar days after the conclusion of the discussion, the procedures

prescribed in the subsections of this section shall become applicable.

4

## LEVEL ONE - IMMEDIATE SUPERVISOR

If, as a result of the discussions, the matter is not resolved to the satisfaction of the complainant within seven (7) calendar days, he shall set forth his grievance in writing to his immediate supervisor specifying:

 a. The nature of the grievance and the provision of the contract it is claimed was violated.

b .

The nature and extent of the injury, loss or inconvenience.

c .

The result of the previous discussion.

d. The dissatisfaction with decisions previously rendered. The immediate supervisor shall communicate his decision to the grievant in writing within seven (7) calendar days of receipt of the written grievance.

5

#### LEVEL TWO - ASSISTANT SUPERINTENDENT

The grievant, no later than seven (7) calendar days after receipt of the immediate supervisor's decision, may appeal this decision to the Assistant Superintendent. The appeal to the Assistant Superintendent must be made in writing, reciting the matter submitted to the immediate supervisor and his dissatisfaction with the decisions previously rendered. The Assistant Superintendent shall attempt to resolve the matter

as quickly as possible but within a period not to exceed fourteen (14) calendar days.

The Assistant Superintendent shall communicate his decision in writing to the grievant and the immediate supervisor.

6

#### LEVEL THREE - SUPERINTENDENT OF SCHOOLS

The grievant, no later than seven (7) calendar days after receipt of the Assistant Superintendent's decision, may appeal that decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the Assistant Superintendent and his dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not. to exceed fourteen (14) calendar days. The Superintendent shall communicate his decision in writing to the grievant and the other parties.

7

#### LEVEL FOUR - THE BOARD OF EDUCATION

If the grievance is not resolved to the grievant's satisfaction, he, no later than seven (7) calendar days after receipt of the Superintendent's decision, may request review by the Board of Education. The request shall be submitted in writing to the Superintendent who shall attach all related papers and forward the request to the Board of Education. The Board or a committee thereof shall review the grievance and shall, at the option of the Board, hold a hearing with the grievant and render a decision in writing within forty-five (45) calendar days of receipt of the grievance by the Board.

8

#### LEVEL FIVE - ARBITRATION

If the grievance is not resolved at the Board Level, the Association only may within fifteen (15) calendar days of the answer or expiration of the Level Four allotted time submit the grievance to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission.

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.

- b. 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.
- c. 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, quasi-judicial or judicial 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.

d

The following matters shall not be arbitrable:

- The termination of or non-renewal of the contract of a non-tenured employee.
- 2. Any allegation that the Board has violated a right conferred upon an 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 an employee's rights where the relief demanded

by the employee is the payment of money damages for alleged wrongful discharge or the reinstatement of employment.

9

#### RIGHT TO REPRESENTATION

Rights of employees to representation shall be as follows: Any grievant may be represented at all stages by himself or, at his option, by a representative and/or an attorney selected and approved by the Association.

When a grievant is not represented by the Association in the processing of a grievance, the Association shall be notified at the time of the submission of the grievance to the Superintendent or at any later level that the grievance is in process.

The Association shall have the right to be present and present its position in writing at all discussion or hearing sessions held concerning the grievance after receipt of such notice. The Association shall receive a copy of all decisions rendered by the Superintendent and/or the Board.

The Board and the Association shall insure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his grievance and any appeals concerning same:

1 . . .

#### SEPARATE GRIEVANCE FILE

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.

## **MEETINGS AND HEARINGS**

No meeting or hearing under this procedure shall be public. The only parties in attendance shall be the parties-in-interest and the designated or selected representatives contemplated in this article.

D .

## COSTS

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.

Grievance proceedings shall be scheduled during non-work hours so that time spent during such procedures shall not be charged to personal time nor shall there be any loss in pay.

## ARTICLE IV

#### **EMPLOYEE RIGHTS**

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#### RIGHTS AND PROTECTION IN REPRESENTATION

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other Association activities for mutual aid and protection, except strikes, walk-outs and the like. As a body exercising government power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it will not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association; his participation in any activities of the Association (except as limited above); collective negotiations with the Board or his institution of any grievance complaint or proceeding pursuant to this Agreement.

B .

## STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. Any alleged

violation of said rights shall not be subject to the grievance procedure contained in this Agreement. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

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## **REQUIRED APPEARANCES**

Whenever an employee is required to appear before the Superintendent or his designee, the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of his employment, or the salary or any increments pertaining thereto he shall be given prior written notice of the reasons for such meeting or interview and shall have the right to have a person of his choosing present to advise him and represent him during such meeting or interview. Any suspension shall be in accordance with the provisions of N.J.S.A. 18A:25-6 and the Board shall comply with N.J.S.A. 18A:6-8.3.

D

#### CRITICISM OF ADMINISTRATIVE EMPLOYEES

Any question or criticism by a supervisor or Board member of an employee or any question or criticism by an employee of a supervisor 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 employee, supervisor or Board member.

If an oral complaint concerning an employee is to be acted upon by his supervisor, the complaint shall be reduced to writing and the employee shall be given an opportunity to

respond to it.

**E.** An employee shall not be disciplined, subject to a written reprimand or reduced in compensation, where such action is arbitrary, without rational basis or induced by improper motive.

## ARTICLE V

## ASSOCIATION RIGHTS AND PRIVILEGES

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#### INFORMATION

The Board will make available to the Association, upon request, public records of the Board.

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## **USE OF SCHOOL BUILDINGS**

Representatives and members of the Association shall be permitted to utilize school buildings for Association meetings at all reasonable times provided that such meetings shall not interfere with or interrupt normal school operations.

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## **USE OF SCHOOL EQUIPMENT**

The Association shall have the right to use typewriters, computers, duplicating equipment and calculating machines at reasonable times when such equipment is not in use, upon prior written approval of the Superintendent or his designee. The Association shall pay for the reasonable cost of all materials, supplies and equipment incident to such use.

D

## **EXCLUSIVE RIGHTS**

The rights and privileges of the Association and its members, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees and to no other organization.

#### ARTICLE VI

#### ASSOCIATION-ADMINISTRATION LIAISON

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#### **ORGANIZATION**

It is recognized that any arrangements made by employees, other school administrative personnel and the Board will be effective in providing for better educational opportunities for children only if properly implemented by way of effective and continuing communication on subjects related to current school practices and problems; it is therefore the desire of the parties to establish a liaison committee.

B .

#### MEETINGS WITH THE SUPERINTENDENT

The President of the Association and/or his representative(s) shall meet with the Superintendent and/or his designated representative(s) at the request of either party within seven (7) school days of said request. These meetings shall not exceed one (1) per month unless by mutual consent, no more than two members of the Association will be released to attend any meeting unless otherwise approved by the Superintendent in advance, and meetings shall be scheduled during the school day, unless otherwise mutually agreed, so as to cause the least disruption possible in supervisory and job responsibilities.

## ARTICLE VII

#### **DEDUCTIONS FROM SALARY**

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## LOCAL, STATE AND NATIONAL SERVICES

The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit monies promptly to such association or associations.

В . . .

## INCOME PROTECTION INSURANCE

The Board agrees to deduct from employees' salaries premiums for the income protection insurance of the Allen Associates, Washington National Plans, The Franklin Life Insurance Company and transmit monies promptly to the carrier.

C .

#### TAX SHELTERED ANNUITY

An employee may authorize the Board to take deductions from his salary for the purpose of tax sheltered annuities pursuant to the provisions of N.J.S.A. 18A:66-127, et seq., and the terms of a group contract approved by the Board.

## ARTICLE VIII

#### LEAVES OF ABSENCE

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#### SICK LEAVE

- 1. Twelve month employees shall be entitled to twelve (12) sick leave days each school year and ten month employees 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. 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 assistant superintendent and filed with the board secretary upon return to work from sick leave (N. J. S. A. 18A:30-4).
- 3. Upon returning from any absence due to illness, an employee will fill out a form entitled "Return from Absence." The employee will check the word "illness" and sign the form and turn it in to the office of the Superintendent for approval. This form will be in triplicate. A copy will be placed in the employee's file, one sent to the central office, and another returned to the employee. If a physician's certificate is required under the provisions of 2 above, it shall be placed in the employee's file.
  - 4. Employees shall be given a written accounting of accumulated sick leave days no later than October 30th of each school year.

B

#### TEMPORARY LEAVES OF ABSENCE

 a. Personal leave - A request for approval of all absences will be made at least two (2) days in advance of the expected absence on the form entitled "Request for Personal Leave." The only exception to the two-day advance notification will be an extreme emergency or sudden illness.

- The request will be made in triplicate. One copy will be returned to the employee making the request, signed by the Superintendent or his nominee.
   One copy will be placed in the employee's file and one copy will be sent to the central office.
- c. Anyone having to take a personal day under emergency conditions and not able to submit the request two days in advance, will do so immediately upon return to school.
- 2. Absence without salary deduction shall be allowed in the amount of up to five (5) days due to death in the family. Family is defined as a parent, child, 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, mother-in-law, father-in-law, grandparents and grandchildren.
- 3. Absence without salary deduction shall be allowed for three (3) days in any one school year. 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 such days not utilized

in a school year shall accumulate as sick leave pursuant to "SICK LEAVE - ARTICLE VIII" as of July 1st of the succeeding school year.

- 4. Absence without salary deduction shall be allowed for a required appearance in a court of law or before an administrative agency, provided the 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 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.
- In case of required jury duty, an employee shall be allowed time off for jury service.
   He shall be paid the difference between his regular pay and jury pay.
- 6. Other leaves of absence with pay may be granted at the discretion of the Board or the Superintendent.
- 7. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

C .

## EXTENDED LEAVES OF ABSENCE

1. Military leave without pay shall be granted to any employee who is inducted in any branch of the armed forces of the United States for the period of said service.

2

#### EXTENDED DISABILITY LEAVE

a. Due to a medical disability, an employee shall be granted an extended leave of

absence without pay (subject to Paragraph d hereof) if any one of the following conditions exists:

- (1) A notable and substantial decrease in work performance.
- (2) The production of a certification from a medical doctor that the employee is medically unable to continue to work.
- b. The Board shall have the right to have such an employee examined by its own physician and in the event of a disagreement between the Board's physician and the employee's physician on such ability or inability, the question shall be referred to a third physician designated by mutual agreement of the employee and the Board, or, if no such agreement can be reached, by the Camden County Medical Society, for final and binding resolution. The expenses of the third physician shall be paid by the Board.
- c. During the period of the employee's personal medical disability, accumulated sick leave benefits in accordance with "SICK LEAVE - ARTICLE VIII" shall be paid until such benefits are exhausted or the personal medical disability has terminated.
- d. When the seeking of an extended leave of absence for medical disability can be anticipated, an employee shall file a written request for such leave with the Superintendent or his designee at least thirty (30) 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 employee proposes to return. Upon termination of the medical disability, the employee

shall return to work, resign, retire or apply for other leave. In- the event of disagreement, the date of such termination shall be established as set forth in Paragraph b above.

e. Application for extended medical disability shall not be granted beyond June 30 of the current school year. In the event an 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 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.

3

#### CHILD REARING LEAVE

Upon completion of a disability leave in accordance with Paragraph 2 above, an 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 leave is requested to commence for non-tenured employees and shall not extend beyond the beginning of the second September 1 from the date on which said leave is to commence for

tenured employees. The date of the requested return by the employee may be adjusted by the Board, in its discretion, to commence in January or September following the end of the requested leave.

- 4. Other leaves of absence without pay may be granted at the discretion of the Board.
- 5. All extensions or renewals of leaves shall be applied for and responded to in writing.
  - 6. An employee shall not accrue sick leave and vacation time while on an extended leave of absence. Upon return from an extended leave of absence, any sick leave or vacation time that had been accrued by the employee before going on the extended leave of absence (and not utilized by him) shall be restored to him. The employee shall be assigned to substantially the same position he held at the time his leave commenced.

#### ARTICLE IX

#### EMPLOYEE WORK YEAR AND HOURS

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#### EMPLOYEE WORK YEAR

## 1. As to 12 month employees:

- a. The employee work year shall be twelve (12) months on a fiscal year basis (July 1 to June 30). During the teachers' school year (first work day for teachers in September and last work day for teachers in June), employees shall be required to be in attendance on any day teachers are required to be in attendance for the time period as defined in B-1 below.
- b. Between the last day for teachers in June and the first day for teachers in September, employees shall be required to be in attendance daily from Monday to Friday, except for the official Fourth of July holiday, any approved vacation or leave day and any day that the schools are closed.

2

## As to 10 month employees:

The Board may, at its discretion, employ 10 month employees pursuant to the guidelines for 10 month employees as contained in this agreement.

a. The employee work year shall be from September 1st to June 30th. During the teacher's school year (first work day for teachers in September and last work day for teachers in June) employees shall be required to be in attendance when teachers are required to be in attendance for the time period as defined in B-1

below.

- b. Between the last work day for teachers in June and June 30th and September 1st and the first work day for teachers in September, employees shall be required to be in attendance daily from Monday to Friday, except for any approved leave day and any day that schools are closed.
- c. The right by the Board to hire 10 month employees shall apply only to those individuals that may be hired subsequent to July 1, 1998. Any unit member employed prior to July 1, 1998 shall not at any time be reduced to a 10 month employee.

B .

#### **EMPLOYEE HOURS**

1. Between the dates of September 1st and June 30th the employees' regularly scheduled work day shall commence between 7:00 A.M. and 8:00 A.M. and shall be eight (8) hours including lunch. The start time of the employees' work day shall be as determined by the Superintendent or his designee. In the event teachers are dismissed early on any teacher work day, employees shall remain in attendance until dismissed by the Superintendent or his designee. Between the dates of July 1st and August 31st, the employees' work day shall commence no later than 9:00 A.M.; end no later than 4:00 P.M. and shall be seven (7) hours including lunch. The Assistant Director of the Technical Institute's hours shall commence between 7:30 A.M. and 8:00 A.M. and shall be eight (8) hours including lunch, two (2) to three (3) days a

week, and commence between 12:00 P.M. and 2:00 P.M. and shall be eight (8) hours including supper two (2) to three (3) days a week. The early and late schedule days shall be determined by the Director. Between the dates of July 1<sup>st</sup> and August 31<sup>st</sup>, the Assistant Director of the Technical Institute's work day shall be seven (7) hours including lunch/supper.

2. The employees recognize and accept that their positions and responsibilities must be met and to accomplish this, the employee may be called upon occasionally to work before and after regularly scheduled hours and/or on weekends. In view of the above, the employee may occasionally request an adjustment of his scheduled work hours. Said adjustment is subject to the approval of the Superintendent or his designee.

## ARTICLE X

#### **VACATION**

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## TIME ALLOTTED

- 1. All 12 month employees covered by this Agreement shall be entitled to twenty-three (23) vacation days per contract year and employees hired effective July 1, 1998 and thereafter shall be entitled to twenty (20) such vacation days.
- 2. The aforementioned vacation time shall be available for use in the following contract year. The vacation time earned for an employee who has worked less than a full contract year shall be prorated.

B .

#### **USE OF VACATION TIME**

Employees must submit their vacation requests to the Superintendent or his designee for approval on or before June 1. The employee will be advised of its approval by June 15. It is recognized that the majority of the vacation time is to be taken during the months of June, July and August. However, up to five (5) vacation days may be banked to be used at a later date, with the prior written approval of the Superintendent or his designee. It is further recognized that all approved vacation time must take into account the smooth operation of the district.

The employees recognize that occasionally emergencies arise that require them to work during scheduled vacation time. These emergencies include but are not limited to the following: unexpected resignations, difficulty in finding qualified staff, scheduling difficulties and/or computer problems. When these situations occur and the employee is able to alter his scheduled vacation and does work and, with the prior approval of the Superintendent or his designee, the employee may bank all or a portion of unused vacation time.

- C. If an employee dies while employed, payment for any accrued unused vacation time shall be made to the employee's estate at the employee's current per diem rate.
- D. An employee who resigns or retires during the contract year shall receive payment for all earned and banked vacation days at his/her per diem rate.

#### ARTICLE XI

#### COMPENSATION AND MEDICAL BENEFITS

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#### **SALARY**

The salary of each employee covered by this Agreement shall be as set forth in Schedule A attached hereto and made a part hereof.

A 12 month employee must have worked for at least six (6) calendar months and a 10 month employee must have worked for at least five (5) calendar months in a given fiscal year (July 1 to June 30) to be eligible to receive a salary increase for the following fiscal year.

Any unit member that holds an earned Doctoral degree that is related to his or her duties shall be paid an additional amount as follows: school year 2008-2009, \$1,500; school year 2009-2010, \$1,500; school year; school year 2010-2011, \$1,500.

В .

#### MEDICAL BENEFITS

- 1. The Board agrees to continue its present policy for the paying for coverage of employees and dependents under the New Jersey State Health Plan.
- 2. The Board agrees to continue the present coverage for employees and dependents for a prescription drug plan. Effective 7/1/07, the Board shall pay for coverage of its unit employees and dependents for a prescription drug plan with a \$5.00 co-pay for

generic drugs and a \$15.00 co-pay for legend drugs. Effective 1/1/10, the Board shall pay for coverage of its unit employees and dependents for a prescription drug plan with a \$0 co-pay for generic drugs purchased by mail, \$15.00 for legend drugs purchased by mail, a \$5.00 co-pay for generic drugs and a \$15.00 co-pay for legend drugs.

- 3. The Board agrees to continue the present coverage for employees and dependents under its existing dental health plan and further agrees to provide as an option a flagship dental plan provided that the Board continues to qualify for same and the flagship dental plan does not result in premium payments higher than those for the Board's basic dental plan.
- 4. Effective 7/1/05 All insurance items in 1-3 above shall also apply in full force to those individuals who properly file as domestic partners.
  - 5. The parties agree to establish a Section 125 (I.R.S. Code) plan for the purpose of making available a cash option.
  - a. An employee otherwise entitled to health, dental or prescription insurance coverage shall have the option to withdraw from such coverage and to be paid a sum equal to 25% of the premium coverage for each year that the withdrawal remains in effect. All withdrawals from insurance coverage shall be for a minimum of one year corresponding to the benefits period established by the carrier. The cash payment shall be made 50% in June and 50% in December. The school business administrator will annually give the association president the current rates for all plans.
  - b. 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.

c. Return to the benefits plan for reasons other than change of status is subject to the terms of the carrier.

### C. PAY PERIODS

- 1. Employees shall receive their paychecks on the 15th and 30th of each month.
- 2. When a pay period falls on or during a school holiday or weekend, the Employee shall receive his paycheck on the last working day before the holiday or weekend.
- 3. When a pay period falls during an employee's scheduled vacation days, he may request his paycheck be available on his last work day present. Said request must be made at least two weeks prior to the last work day.

D .

## PAYMENT FOR ACCRUED SICK LEAVE

Any employee who has been employed by the Board for a period of ten (10) years or more shall be paid \$100.00 per day for no more than 209 unused accumulated sick leave days if

said employee retires during the 2008-09, 2009-2010 or 2010-2011 school year. This paragraph shall not apply to any employee whose employment is terminated as a result of a decision of an administrative agency or a court of competent jurisdiction. If an employee dies while employed, this benefit shall be paid to the employee's estate.

### ARTICLE XII

#### PROFESSIONAL DEVELOPMENT

 $\mathbf{A}$ 

#### PROFESSIONAL ORGANIZATIONS

The Board recognizes the value of its employees being members of a variety of professional organizations that promote profession growth. Therefore, the Board agrees to pay the dues for each employee to belong to two (2) of the following: Vocational Education Association of New Jersey or New Jersey Trade and Industrial Education Association or Camden County Principals and Supervisors Association.

B .

#### PROFESSIONAL MEETINGS

The Board may pay the registration fee, tuition and related expenses for any employee to attend conventions, conferences, work shops or seminars subject to prior approval of the Superintendent and the Board.

C .

#### **TUITION REIMBURSEMENT**

The Board shall pay the prevailing doctoral per credit hour at Rowan University for no more than twelve (12) credit hours per employee per school year subject to prior approval by the Superintendent in accordance with the following criteria:

- 1. Courses must be in administration, vocational, secondary education or other approved related specialties.
- 2. Courses must be taken at a school accredited by the New Jersey Department of Education.
- 3. Maximum credits to be reimbursed equals the number of employees X 6 X .5.
- 4. The employee shall be reimbursed in June upon proof of successful completion of the courses.

### ARTICLE XIII

#### MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree that there shall be no discrimination against and declares it to be the policy of this district to provide equal opportunity for all regardless of age, color, creed, national origin, race, religion, sex, marital status, disability, ancestry, affection or sexual orientation, familial status, liability for service in the Armed Forces of the United States or nationality.
- B. 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.
- C. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.
- D. All employees who may be required to use their vehicles in the performance of their duties shall be reimbursed by the Board at the mileage rate approved by the Internal Revenue Service.
- E. The Board shall review any claims (after receiving such verification as it shall request) on a

case-by-case basis, made by employees for damages to their personal property arising out of and in the course of the performance of their duties as administrators and shall pay all or such part of such claims, not reimbursed to the employee by the Board's workers compensation carrier, as the Board in its absolute discretion shall deem appropriate. In no event shall such payment exceed FOUR HUNDRED DOLLARS (\$400.00).

- F. The Board shall, at its own expense, provide sufficient copies of this Agreement for present and new employees.
- G. Any individual contract between the Board and an employee, heretofore or hereafter executed,

shall be subject to and consistent with the terms and conditions of this Agreement, except such contract shall be issued for no longer than one (1) year, shall be in the form as prepared and distributed by the New Jersey Commissioner of Education pursuant to N.J.S. A. 18A:27-7 and shall contain a sixty (60) day termination clause. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

- H. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so, in writing, at the-following addresses:
  - 1. If by Association, to Board: c/o President, Camden County Technical Schools, 343,

- Berlin-Cross Keys Road, Sicklerville, New Jersey 08081-4000.
- 2. If by Board to Association: Camden County Vocational Administrators and Supervisors Association II, c/o President (at school presently assigned).

## ARTICLE XIV

### **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 districts.

## ARTICLE XV

# LEGALITY OF AGREEMENT

A In the event that any portion of this Contract shall be deemed to be in violation of the law,						
	the remainder of the contract shall remain in full force and effect.					
B.	The duration of this Contract shall be from July 1, 2008, to June 30, 2011.					
	IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by					
their respective Presidents and attested by their respective Secretaries:						
		THE BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL IN THE COUNTY OF CAMDEN				
		By:				
Attes	st: Gayle Schmidt, President					
Secretary						
		CAMDEN COUNTY VOCATIONAL ADMINISTRATORS AND SUPERVISORS ASSOCIATION II				
		By:				
Attes	st: ohn Moore, President					

Secretary

DATED:

## **ADMIN II**

# **SCHEDULE A**

NAME	2008-2009	2009-2010	2010-2011
	\$82,892	\$86,245	\$89,743
	\$66,000	\$69,353	\$72,851
	\$78,000	\$81,553	\$85,051
	\$75,992	\$79,345	\$82,843
	\$85,943	\$89,296	\$92,794
	\$66,000	\$69,353	\$72,851
	\$71,792	\$75,145	\$78,643
	\$104,282	\$107,635	\$111,133
	\$66,000	\$69,353	\$72,851
	\$81,492	\$84,845	\$88,343
	\$78,992	\$82,345	\$85,843
	\$91,392	\$94,745	\$98,243
	\$70,000	\$73,353	\$76,851
	\$72,000	\$75,353	\$78,851
	\$78,492	\$81,845	\$85,343
	\$75,533	\$78,886	\$82,384

## Minimum salaries are as follows:

**Position** 

2008-2009

2009-2010

**2010-2011** 

**Supervisor** 

\$66,000

\$66,500

\$67,000

**Activities/Athletic Director** 

\$68,000

\$68,500

\$69,000

**Assistant Principal** 

\$70,000

\$71,000

\$72,000

**Student Personnel Services Director** 

\$70,000

\$71,000

\$72,000

**Adult Education/Apprenticeship** 

\$68,000

\$68,500

\$69,000