

AGREEMENT

between the

CAPE MAY COUNTY SPECIAL SERVICES SCHOOL DISTRICT

BOARD OF EDUCATION

and the

CONFIDENTIAL EMPLOYEES

July 1, 2005 - June 30, 2008

## PREAMBLE

This agreement, entered into by and between the Confidential Employees and the Board of Education of the Special Services School District of Cape May County, is to be effective as of July 1, 2005, and to continue in full force and effect until June 30, 2008.

## ARTICLE I

## RECOGNITION

- A. The Board of Education of the Special Services School District recognizes the Confidential Employees' designated group representative(s) as the exclusive representative(s) pursuant to the provisions of "Chapter 123, Public Laws 1974", for collective negotiations concerning the terms and conditions of employment for all Confidential Employees, but excluding supervisory personnel having the power to evaluate performance, hire, discharge, discipline, or to effectively recommend the same.
- B. Unless otherwise indicated, the term "employee" when used hereafter in this Agreement shall refer to all Confidential Employees of the Board represented by the Confidential Employees' designated representative(s) in the negotiating unit as defined above.
- C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to the Confidential Employees shall continue to be so applicable during the terms of the Agreement. Unless otherwise provided in this Agreement, nothing herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any Confidential Employee benefits existing prior to its effective date.

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The Board and the Confidential Employees agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Law 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment.
  
- B. During negotiations, the Board and the Confidential Employees and/or their representatives shall present relevant data, exchange points of view, and make proposals and counterproposals.
  
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
  
- D. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

## EMPLOYEE RIGHTS AND PRIVILEGES

- A. Nothing contained herein shall be construed to deny or restrict to any Confidential Employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
  
- B. No Confidential Employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage without just cause.
  
- C. Whenever any Confidential Employee is required to appear before any administrator or Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or the salary or any increments pertaining thereto, then he/she shall be given twenty-four (24) hours prior written notice of the reason for such meeting or interview and shall be entitled to have (a) representative(s) of the Confidential Employees' group present to advise him/her during such a meeting or interview.

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#### ARTICLE IV

#### GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by an employee or a group of employees of the Special Services School System that there has been to him/her, a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of Board policies and agreements, or administrative decisions, except that the term "grievance" shall not apply to (a) any matter for which a method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone or (d) a complaint of a non-tenured confidential employee which arises by reason of his/her not being re-employed, or (e) a complaint by any certified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure is either not possible or not required. A grievance to be considered under this procedure must be initiated by the employee or group of employees within fifteen (15) working days of its occurrence.

B. Year End Grievances (10 month employee)

In the event a grievance is filed by a 10-month employee at such times that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

C. Procedure

1. Any employee covered by this Grievance Procedure shall have the right to present a complaint as specified herein.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within specified time limits shall mean the grievance has been dropped.
3. It is understood that employees shall, during and notwithstanding the

pendency of the resolution of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

4. All meetings and hearings under this procedure shall be conducted in private session and shall include only such parties as are designated by the Board or the aggrieved or heretofore referred to in this grievance procedure.

5. All documents, communications and records dealing with the processing of a grievance shall be kept in a separate grievance file while disposition of a grievance is pending

6. Group grievances shall be initiated in writing at the lowest level of the procedure from which an administrative remedy or denial can be given. Group grievances shall list those people or category of people on whose behalf the grievance is filed. If the Administrator with whom the group grievance is filed states that said grievance can be resolved at a lower level, he/she shall put that determination in writing and give it to the Confidential Employees' designated representative(s) no later than five (5) working days after the grievance was filed. The grievance shall then be processed at the level indicated.

7. Step 1 - Immediate Appropriate Supervisory Person, (verbally) - Any employee who has a grievance shall discuss it first with his/her immediate appropriate supervisory person in an attempt to resolve the matter informally at that level.

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8. Step 2 - Appropriately Certified Administrative Person (in writing) - If, as a result of the informal discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he/she shall set forth his/her grievance in writing and present it to the appropriately certified administrative person on the grievance form<sup>2</sup> specifying:

- a. The specific nature of the grievance.
- b. The nature and extent of the injury, loss or inconvenience.
- c. The date and time of presentation.
- d. The results of previous discussions.
- e. The relief sought.

The appropriately certified administrative person shall communicate his/her

decision to the employee in writing within seven (7) working days of receipt of the written grievance.

9. Step 3 - Superintendent of Schools - (in writing)

The employee may request a review of the grievance by the Superintendent of Schools if the written reply from the appropriately certified administrative person is not to the employee's satisfaction. This must be done within five (5) working days after receipt of the appropriately certified administrative person's decision.

10. Step 4 - Board of Education - (in writing)

The employee may request a review of the grievance by the Board of Education if the written reply from the Superintendent of Schools is not to the employee's satisfaction. This must be done within five (5) working days after receipt of the Superintendent of School's decision. The Board shall conduct a hearing within thirty-five (35) calendar days of the Confidential Employees' designated group representatives' request for review. The Board shall render a decision, in writing, within ten (10) working days from the date of the hearing.

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11. Step 5 -

If the aggrieved is dissatisfied with the decision at the Board level, the aggrieved may petition the Confidential Employees' group to file for arbitration. If the Confidential Employees' group files for arbitration, such filing shall be simultaneously made known to the Superintendent. Said filing shall take place no later than ten (10) working days after the written decision of the Board of Education was made known.

The following procedure will be used to secure the services of an arbitrator:

- a. A joint request will be made to the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that PERC submit a second list of names.
- c. If the parties are unable to determine, within ten (10) working days of the initial filing for arbitration, a mutually satisfactory



arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.

- d. The arbitrator shall be limited to the issue(s) submitted and shall consider nothing else. The arbitrator can add nothing to, nor

subtract anything from, the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding. Only the Board, the aggrieved and representatives of the aggrieved shall be given copies of the arbitrator's report of findings and recommendations.

D. Costs

1. Each party will bear the total costs incurred by themselves.
2. Only the fees and expenses of the arbitrator will be shared equally by the Board of Education and the Confidential Employees.
3. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board will pay only the cost of the substitute. If the arbitrator rules favorably for the employee, the Board of Education will pay the salary for the time lost if the ruling is against the employee, time lost must be without pay.

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- Note: (1) The district organizational chart is attached as Appendix A to show the flow of grievances for the various components of the Confidential Employees group.  
This chart is neither bargainable nor arbitrable.
- (2) Grievance form(s) is (are) attached to this Agreement, for informational purposes only, as Appendix B.

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### ARTICLE V

#### VACANCIES, TRANSFERS AND REASSIGNMENTS

- A. The Board of Education reserves the right to hire staff in accordance with the best professional screening practices known, by properly advertising and interviewing outstanding candidates in accordance with the latest Affirmative Action practices.
- B. The Superintendent of Schools shall post in all school buildings a list of the vacancies which shall occur during the school year.
- C. At the same time the Board of Education may reserve the right to assign a candidate to a position where the Board feels that the candidate is most qualified to perform in keeping with that candidate's background and experience.
- D. If at any time during employment the staff member or the administration feels that a change or transfer to

another position is in the best interest of the district, then a consultation will be held between the staff member and the administration to discuss the situation.

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### ARTICLE VI

#### SALARIES

- A. Salaries will be paid every other Thursday in accordance with the appropriate ten (10) and twelve (12) month contracts. Paychecks shall be issued on the last working day prior to a holiday.
  
- B. Each employee shall be placed on his/her proper step of the appropriate salary schedule as of the beginning of each fiscal year. Any staff member employed prior to February 1 of any fiscal year shall be given full credit for one (1) year of service toward the next increment step for the following year depending upon a satisfactory annual written performance evaluation for the year.
  
- C. Beginning July 1, 1988, the Board may grant up to eight years for

outside experience.

- D. Salary will increase 5.4% of the base of each employee's individual salary for each year of the contract.

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	<u>Base Salary</u>	<u>5.4% increase</u>	<u>Total Base</u>	<u>Longevity</u>	<u>Total Salary</u>
<b><u>2005-2006</u></b>					
Jessica Logan	\$49,259.00	\$2660.00	\$51,919.00	\$1800.00	\$53,719.00
Dianne Neville	\$34,674.00	\$1872.00	\$36,546.00	\$1800.00	\$38,346.00
Jeanne Conway	\$38,406.00	\$2074.00	\$40,480.00	\$1800.00	\$42,280.00
Gail Johns	\$39,902.00	\$2155.00	\$42,057.00	\$1800.00	\$43,857.00
Arlene Rambo	\$29,899.00	\$1615.00	\$31,514.00	\$1800.00	\$33,314.00
<b><u>2006-2007</u></b>					
Jessica Logan	\$51,919.00	\$2804.00	\$54,723.00	\$1800.00	\$56,523.00
Dianne Neville	\$36,546.00	\$1974.00	\$38,520.00	\$1800.00	\$40,320.00
Jeanne Conway	\$40,480.00	\$2186.00	\$42,666.00	\$1800.00	\$44,466.00
Gail Johns	\$42,057.00	\$2271.00	\$44,328.00	\$1800.00	\$46,128.00
Arlene Rambo	\$31,514.00	\$1702.00	\$33,216.00	\$1800.00	\$35,016.00
<b><u>2007-2008</u></b>					
Jessica Logan	\$54,723.00	\$2955.00	\$57,678.00	\$1800.00	\$59,478.00

Dianne Neville	\$38,520.00	\$2080.00	\$40,600.00	\$1800.00	\$42,400.00
Jeanne Conway	\$42,666.00	\$2304.00	\$44,970.00	\$1800.00	\$46,770.00
Gail Johns	\$44,328.00	\$2394.00	\$46,722.00	\$1800.00	\$48,522.00
Arlene Rambo	\$33,216.00	\$1794.00	\$35,010.00	\$1800.00	\$36,810.00

Longevity: \$1,500 after completion of 10 years of service in the district;  
an additional \$300 (total of \$1,800) after completion of 15 years of service in the district.

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ARTICLE VII

WORK YEAR

A. Twelve month contracts

1. A twelve (12) month contract is from July 1st of a given year to June 30th of the next year. Twelve (12) month contracts will consist of:

a. 237 days for all Confidential Employees.

2. Any modification of a twelve (12) month contract must be approved by the Superintendent of Schools and the Board of Education, with the benefits, holidays and salary to be pro-rated accordingly.

3. All 12 month employees shall be entitled to observed holidays as established annually according to the District twelve-month calendar.

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### ARTICLE VIII

#### WORK DAY - WORK WEEK - OVERTIME

- A. The work day will be defined as follows:  
7.5 hours for Confidential Employees, to include a duty-free half hour unpaid lunch period.
- B. The work week will be defined as follows:  
Five (5) consecutive work days comprised of thirty-five (35) hours
- C. Overtime will be calculated at the end of the Confidential Employee's regular work week in the following manner:
1. After thirty-five (35) hours
  2. Scheduled overtime is to be paid in dollars unless, by mutual agreement, compensatory time is used. Scheduled overtime on Sundays and holidays shall be a minimum of two (2) hours at time and a half.
- D. Employees will be required to attend staff meetings as designated by appropriate supervisors. A written agenda will be posted prior to all meetings and notification given to staff members who need to be in attendance. Normally, meetings shall be scheduled within the employee's work day.
- E. All twelve month employees are entitled to two (2) ten minute breaks each day; one in the morning and one in the afternoon, at a time convenient to work routine, as approved by their immediate supervisor. The afternoon 10 minute

break may be used to extend lunch to 40 minutes. The lunch period may not be taken at the end of the day except for extenuating circumstances.

- F. Confidential Employees' summer work week shall be 32.5 hours, inclusive of a half-hour lunch daily, shall begin on the day following the students' last day of school, and shall continue until the last Friday before school opens in the fall. The employee may request a four-day work week consisting of four eight hour days. Approval shall be at the discretion of the supervisor and dependent upon district needs.

On Fridays during the school year, employees may leave 15 minutes early.

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### ARTICLE IX

#### EVALUATION PROCEDURES

A. General Provisions

1. Written evaluation policies, job descriptions and performance objectives, where applicable, adopted by the Special Services Board of Education will be distributed to all staff members prior to the opening of school in September.
2. Following the distribution of the written evaluation policies, job descriptions and performance objectives, where applicable, the Superintendent of Schools shall review the aforementioned orally with the Confidential Employees, prior to the opening of school in September.
3. Persons authorized to supervise Confidential Employees in the Special Services School District will be listed and designated by the Superintendent of Schools.
4. All monitoring or observation of the work performance of an employee shall be conducted openly and with the full knowledge of the employee. The use of public address, audio systems, and similar devices shall be with full knowledge of the employee before such use.
5. The observations, evaluations, and conferences will serve to identify strengths and deficiencies with a view to providing assistance and improving the employee's competence.
6. The signed evaluation will also serve a basis for recommendations

regarding reemployment.

7. An employee shall be given a copy of any evaluation report prepared by the evaluator and shall have a conference with that evaluator within ten (10) days after such evaluation.

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8. An employee's disclaimer of evaluation must be made in writing, within 10 days of the conference, copies of which will be attached to each party's copy, and submitted to the Board of Education at the next Board meeting.

9. No evaluation report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without the employee having prior knowledge of the contents of the report. An attached form shall be available for employee response. No employee shall be required to sign a blank or incomplete form.

### B. Personnel Files

1. A confidential employee shall have the right, upon request, to review the contents of his/her personnel file. The employee must give reasonable notice to avail themselves of the right granted herein. Under no condition shall any materials be removed by the employee from his/her personnel file. An employee shall be permitted to have reproduced all materials in his/her personnel file.
2. The Board shall not establish any separate personnel file which is not available for the employee's inspection.
3. The Board agrees to protect the confidentiality of personal references, credentials, and other similar documents.
4. With the exception of a continuing grievance or other such matter, final evaluation of an employee upon termination of his/her employment shall be concluded prior to severance, and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in the Article.
5. No material derogatory to an employee's conduct, service, character or



personality shall be placed in his/her personnel file unless the employee has had an opportunity to review 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. The employee shall also have the right to submit a written answer to such material and that answer shall be reviewed by the Evaluator and attached to the file copy.

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### ARTICLE X

#### HEALTH BENEFITS

##### A. New Jersey State Health Benefits Program

1. Blue Cross (Hospital Costs) and Blue Shield (Medical-Surgical) Plan of N.J. with "Extended Basic Outpatient Benefits" and "Extended Basic Benefits known as Rider 'J' are underwritten by the Board of Education.
2. Major Medical Insurance - Supplements to the Basic Plan of Blue Cross and Blue Shield to provide a greater measure of health protection is underwritten by the Prudential Insurance Company of America with premiums paid by the Board of Education.
3. In the event that the Board withdraws from New Jersey State Health Benefits Program, single coverage only shall be provided by the Board for the first two full years of employment.

##### B. New Jersey Dental Service Plan

The Board shall continue to provide the New Jersey Dental Plan III-A for the employee and dependents, designated as: one party, two party or three party. The Board agrees to pay for the total yearly premiums for the aforementioned plans.

1. All present and future employees will become eligible for dental benefits on the first day of the month following two full months of continuous full-time employment with a minimum of 28 hours per week.
2. Orthodontic benefits shall be provided under the "Ortho I Rider/ Third Party Coverage".

3. Single coverage only shall be provided by the Board of Education for the first two full years of employment

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### C. Prescription Plan

A prescription plan with the Hospital Plan of New Jersey (New Jersey Blue Cross) will continue to be in effect for the life of this contract with the following provisions:

1. Beginning July 1, 1997 there will be a \$5.00 co-pay for brand name drugs and a \$1.00 co-pay for generic drugs. Both plans include contraceptives.
2. The single employee, family or parent and child plan will be in effect.
3. Single coverage only shall be provided by the Board of Education for the first two full years of employment.

### D. Disability Insurance

The Board shall provide a premium payment to each eligible employee in the amount of \$400 for each year of this contract. Any additional premium costs shall be borne by the employee and shall be deducted in equal bi-weekly payroll deductions. Premium payments for new hires will be prorated according to effective enrollment date. Employees may enroll through Washington National, Allen Associates or Franklin Life. The Board shall contribute to the premium costs of the disability insurance for part-time employees an amount equal to the employee's percentage of employment. The base number to be used in the calculation shall be the amount indicated in this sub-section.

E. The Board of Education at its option may change carriers providing health insurance, providing there has been 90 day notification to the Confidential Employees group prior to a change in carrier or method of administration. This notification will include specifications of benefit levels which shall be equal to or better than those prior to any change.

F. The Board guarantees that the health insurance program delivered by any new carrier shall be equal to or better than the plan provided to unit members

by the State Health Benefits Plan. The standard of reference for determining delivery of "equal or better" program shall be the State Health Benefits Plan in place on the first day of the month following ratification.

- G. Beginning July 1, 1997, the number of hours required to work in order to receive benefits will increase to 28 hours. All current contracted employees will be grandfathered.

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## ARTICLE XI

### TEMPORARY LEAVES

It is recognized that while the following leaves are available when necessary, the typical employee will not expect to take every possible leave day.

Employees shall be entitled to the following accumulative and non-accumulative leaves of absence with full pay each school year:

A. Sick Leave

1. Accumulative

All twelve (12) month contracts entitle an employee to twelve (12) sick leave days. Unused sick leave days shall be accumulated from year to year with no maximum limit.

2. Notification of Accumulation

Annually, employees shall be given a written accounting of accumulated sick leave days by category. This information will be included with the first paycheck in September.

3. Accumulated Sick Leave

All employees shall be reimbursed for unused sick leave upon retirement, leaving the district, or death, after 13 years service to the district on the following basis:

\$55 per day with a \$7,500 cap

4. Employees affected by a reduction in force shall be reimbursed for unused sick leave at the agreed upon rate and cap for that year

5. Temporary leaves of absence under this Article shall be granted on a pro-rated basis according to the percent of employment for part-time employees.

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B. Personal Leave Days<sup>1</sup>

Each employee shall receive up to four (4) days for 12 month employees. Personal leave shall be for the purpose of meeting a need which cannot otherwise be met outside the regular school day. Personal days shall not be used to extend holidays or vacations, but shall be used for business, legal, household or family matters, or observance of religious days. When used for religious holidays, personal days may be used before or following a holiday or vacation. Notwithstanding anything hereinabove set forth, unused personal days remaining at the conclusion of the school year shall be converted to sick days. Temporary leaves of absence under the Article shall be granted on a pro-rated basis according to the percent of employment for part-time employees.

C. Legal Proceedings

Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system or in any other legal proceeding if the employee is required by law to attend.

D. Funeral Leave

Up to five (5) days at any one time in the event of death of an employee's spouse, child, parent, brother, sister, in-law, grandparent, grandchild, or a member of an employee's immediate household. Employees shall be granted up to two (2) days in the event of a death of any employee's relative outside the immediate family defined above. An employee may request, via the Superintendent (or designee), one day of leave for the death of a close friend, but said request is subject to denial in accordance with the needs of the school system. Temporary leaves of absence under this Article shall be granted on a prorated basis according to the percent of employment.

E. Critical Leave

Up to five (5) days at any one time in the event of critical illness of an employee's spouse, child, parent, brother, sister, in-law, grandparent, grandchild, or a member of an employee's immediate household. Critical illness is defined as "pertaining to a crisis in an acute illness leading to deterioration." Hospital placement on a critical list will be considered a critical illness.

Footnote (1): The personal Day/Temporary Leave Form is attached as Appendix C for informational purposes only.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE<sup>1</sup>

A. Medical Disability Leave

Due to a medical disability which is substantiated by a certificate from a medical doctor, an employee shall be granted an extended leave of absence without pay; however, the Board shall have the right to have the employee examined by a physician of the Board's choosing, at the Board's expense, to ascertain whether the employee is medically disabled. Following any difference of medical opinion between the Board's physician and the employee's physician, the Board may request expert consultation in which case a medical society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in his or her job, which opinion shall also be non-grievable. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board. During the period of the employee's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated.

Upon exhaustion of all paid sick leave, medical benefits, as defined in Article X herein shall be terminated. However, the employee may elect to retain said benefits by reimbursing the Board of Education on a monthly basis provided such reimbursement is allowable under the Master Policy. Employee reimbursement shall commence on the first day of the month following the exhaustion of said paid sick leave benefits, to a maximum of one year, so as to continue group rate premiums. If the employee does not elect to retain said benefits, those medical benefits shall expire according to the master policy(s) then in effect.

1. The Board retains the right to place an employee on medical disability leave for any one of the following reasons:

(a) Whenever the employee's physical condition adversely affects his or her ability to continue to function effectively in his or her job.

(b) The physical condition or capacity is such that the employee's health would be impaired if permitted to continue in his or her job, and if:

(1) the employee fails to produce a certificate from a medical doctor stating that he or she is medically

- able to continue in his or her job, or
- (2) the Board of Education's physician certifies that said employee cannot continue in his or her job,
- (3) following any difference of medical opinion between the Board physician and the employee's physician, the

Board requests expert consultation in which case a medical society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in his or her job, which opinion shall be non-grievable. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

2. 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 within thirty (30) days from the time the employee knew of the necessity of taking the medical leave. Said request shall indicate the anticipated date on which said leave is to commence and the anticipated date on which the said leave is to terminate (if able to ascertain with reason). Written request shall indicate the anticipated plans of the employee upon termination of the medical disability leave as to his or her returning to work, resigning, retiring, or applying for another type of leave.

3. The board need not grant nor extend the leave of absence of any employee beyond the end of the contract school year in which the leave is obtained. An employee returning from a medical disability leave shall be entitled to all benefits to which said employee was entitled at the time leave commenced.

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4. The date of requested return from medical disability leave may be adjusted by the Board to commence in January or September or any other natural break in time which the Board deems in keeping with the educational needs of the school.

5. An employee may make application to the Board for a child rearing leave of absence for a period of up to one year. Said application shall be made to the Superintendent at least ninety calendar days prior to the commencement of the child rearing leave. The date of requested return may be adjusted by the Board to commence in January or September or

any other natural break time which the Board deems in keeping with the educational needs of the system, and may preclude the one year time period cited above. Said child rearing leave shall be without pay. The

School Business Administrator/Board of Education Secretary shall, upon request, provide the employee with the necessary information in order that the employee can take over the payments of insurance premiums and notify the proper persons and agencies of said leave.

B. Family Sick Leave

A leave of absence of up to one (1) year without pay may, at the Board's discretion, be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leaves may be granted at the discretion of the Board.

C. Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenured employee who would not have been granted tenure in the absence of this provision or to offer a new contract for a new school year to any non-tenured employee who would not have been offered such a contract in the absence of this provision.

D. Leaves granted under the article shall count toward increment credit provided an employee has worked at least one-half (1/2) his/her contracted work year including orientation and professional days during that work year.

E. Other leaves of absence without pay may be granted by the Board at its sole discretion.

Footnote (1): The Extended Leave of Absence Form is attached as Appendix D for informational purposes only

ARTICLE XIII

PROFESSIONAL MEETINGS, WORKSHOPS/CONFERENCES<sup>1</sup>

A. Board Initiated

1. From time to time during the school year confidential employee may be asked by the Board or any agent thereof, to attend an educational workshop, meeting or conference that will be beneficial to the confidential employee and the school district.



2. The Board of Education will reimburse the confidential employee for all documented expenses decided upon by both parties prior to attendance.

B. Staff Initiated

1. Up to three (3) professional days shall be granted to each employee for the purpose of professional/technical improvement that may involve visiting other schools or attending meetings, workshops, or conferences of an educational/technical nature with prior approval of the employee's immediate supervisor, the Superintendent, and the Board of Education. These days may be used towards an employee's annual professional improvement obligation, if applicable.
2. Employees who wish to attend professional/technical meetings, workshops, or conferences designed towards professional/technical improvement or the imparting of professional/technical knowledge to those in attendance shall follow the steps listed below:
  - a. Complete the request form for Professional/Technical Improvement Experience found in the office of the employee's immediate supervisor.
  - b. Return the form to the immediate supervisor in order to secure permission to attend. Permission shall be granted, pending Board approval, if the dates to attend a professional/technical meeting do not interfere with any school activities.
  - c. The request form shall then be forwarded to the Superintendent of Schools no later than five (5) working days prior to the next regularly scheduled Board meeting in order to be placed on the agenda for approval by the Board of Education. Timelines may be waived at the discretion of the Superintendent on a case by case basis.

- d. The staff member planning to attend a professional/technical meeting, workshop or conference should make arrangements to pay all expenses in advance.
- e. Following approval by the Board of Education, and following attendance at the professional/technical meeting, workshop or conference, a voucher shall be submitted in accordance with the Board of Education timetable for approval by the first Tuesday of every month. Employee shall be reimbursed within two (2) pay periods of Board approval of payment of vouchers.
- f. The Board of Education shall reimburse a staff member 60% for all costs incurred to attend a professional/technical meeting, workshop or conference. Employee shall be reimbursed within two (2) pay periods of Board approval of payment of vouchers.
- g. Prior approval by the Board of Education is required before any staff member attends a professional/technical meeting, workshop or conference. Immediate supervisors and the Superintendent are not authorized to approve reimbursement.

Footnote (1): The request form is attached as Appendix E for informational purposes only.

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### ARTICLE XIV

#### EDUCATIONAL IMPROVEMENT

##### A. Tuition Reimbursement

- 1. The Board will reimburse each confidential employee for tuition only up to the maximum charged for tuition as set by Rowan College and not to exceed six credits for any school year. Tuition reimbursement shall be available for all employees of the bargaining unit after employment of one (1) year. A year includes the time between July 1 and June

30, When the employee submits the bill after the course or courses have been successfully completed, the employee must be under contract and have full intention to continue in the Special Services School District.

2. The course or courses must be in the field of the employee's assignment or a related field and must be approved by the Superintendent on the appropriate form before the course is taken by the employee. At the close of the course, proof of the credit earned must be submitted to the Superintendent.

B. This action is intended to be an encouragement to employees to improve in their field or to meet the requirement for proper certification but it is not to be construed that the Board of Education sponsors the courses taken. This matter is entirely an employee responsibility.

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### ARTICLE XV

#### VACATIONS

Vacations shall be granted to 12 month employees only and shall be based upon the following:

1. After the first full year of contractual employment, July 1st through June 30th, five (5) working days
  - a. Vacation days for new hires beginning work after the start of the contractual year shall be prorated:  
Beginning of 1st month (or a major fraction of = 51%) to the end of 2nd month worked = 0 days  
Beginning of 3rd month to end of 4th month worked = 1 day total  
= 1 day

Beginning of 5th month to end of 6th month worked = 1 day total  
= 2 days

Beginning of 7th month to end of 8th month worked = 1 day total  
= 3 days

Beginning of 9th month to end of 10th month worked = 1 day total  
= 4 days

Beginning of 11th month to end of 12th month worked = 1 day total  
= 5 days

2. From the completion of the second year of continuous employment to the completion of the fourth year, ten (10) working days.
3. From the completion of the fifth (5th) year of continuous employment to the completion of the ninth (9th) year, fifteen (15) working days.
4. From the completion of the tenth (10th) year of continuous employment and every year thereafter, twenty (20) working days.
5. From the completion of the twentieth (20th) year of continuous employment and every year thereafter, twenty-two (22) working days.
6. All vacation time is to be taken in agreement with the employee's immediate supervisor and the Superintendent of Schools.
7. In the event that two or more employees request the same vacation time, and all other factors are equal pursuant to section 5 above, seniority shall prevail.

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8. Where applicable, 8 days of vacation for those confidential employees entitled to receive three weeks vacation, and 10 days of vacation for those entitled to four weeks vacation, may be taken during the time school is in progress with prior approval from their immediate supervisor and authorization from the Superintendent of Schools and Board of Education. This week of vacation may not be taken at a time when grant proposals, state reports or monitoring by state officials will be in effect.
9. From the completion of the fifth (5th) year of continuous employment, two (2) unused vacation days may be carried over to the following contract year.
10. Compensatory time may be used to extend vacations or holidays provided there is a cap of 10 vacation/compensatory days during the school year and such use of compensatory time shall be at the sole discretion of the Superintendent.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations
1. to direct employees of the school district,
  2. to hire, rehire, promote, transfer, assign, or retain employees in positions in the school district, and for just cause to suspend, demote, discharge or take any other disciplinary action against employees,
  3. to maintain efficiency of school district operations entrusted to them,
  4. take whatever actions that may be necessary to accomplish the mission of the school district in situations of emergency.

- B. It is understood by all parties, that under the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or power granted it by law.
- C. 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 and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

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- E. Copies of this Agreement shall be presented by the Superintendent to all Confidential Employees now employed or hereafter employed by the Board.
- F. Confidential employees shall receive no less beneficial programs and benefits than those received by employees who are members of the Staff Association.
- G. Mileage Reimbursement  
The Board of Education will reimburse staff members for using their automobiles while conducting school business at the rate established currently by the IRS. Tolls will also be reimbursed when a receipt is submitted. Prior approval from the administration is necessary for authorization to use private vehicles for school business. Employees shall be reimbursed within 2 (two) pay periods of Board approval of payment of vouchers.
- H. The Board and Administration agree 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 employees or in the application or administration of the school on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

Footnote (1): The Request for Approved Mileage Form is attached as Appendix F for informational purposes only

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### ARTICLE XVII

#### JOB SECURITY

- A. In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees with ten (10) or more years of service shall be laid off in the inverse order of seniority within a given job classification consistent with Title 18A: 17-4.
  
- B. In the event that within two years from the date of his/her layoff a vacancy occurs in the classification of his/her last appointment from which he/she was laid off, the laid-off employee shall be entitled to recall thereto in the order of his/her same job classification seniority.

ARTICLE XVIII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.



ARTICLE XIX

DURATION

This agreement shall be effective July 1, 2005 and continue in effect until June 30, 2008.

Except as provided in this agreement, all terms and conditions of employment applicable on the effective date of this agreement shall continue to be so applicable until a new agreement is ratified by all parties.

In witness thereof, the parties hereto have caused this agreement to be signed by their duly authorized officers this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

Confidential Employees

Cape May County Special Services  
Board of Education

By: \_\_\_\_\_

By: \_\_\_\_\_  
President

By: \_\_\_\_\_

By: \_\_\_\_\_  
Secretary

