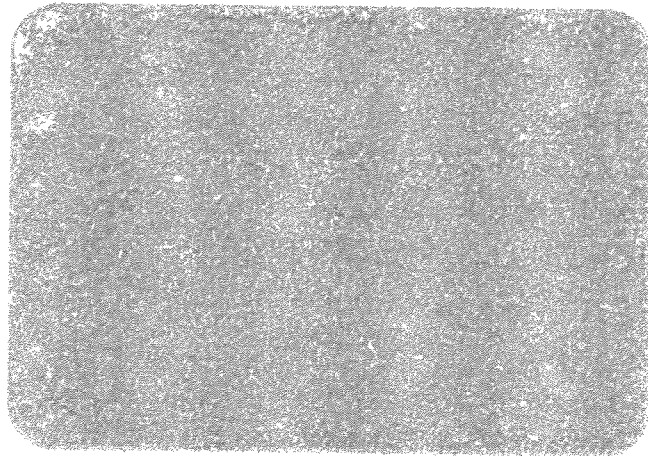


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Gloucester County Vocational Technical
Board of Education

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Gloucester County Vocational Technical
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RUTGERS UNIVERSITY

TEACHERS' CONTRACT

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PREAMBLE

This Agreement entered into this 16th day of November, 1979,
by and between the Board of Education of Gloucester County Vocational
Technical School, hereinafter called the "Board" and Gloucester County
Vocational Technical Education Association, hereinafter called the
"Association."

W I T N E S S E T H:

WHEREAS, the Board and the Association recognize and declare that
providing a quality education for the students of the Gloucester County
Vocational Technical School is their primary aim and that the character
of such education depends predominately upon the quality of teaching,
the availability of materials, the functional utility of facilities,
the release of imagination in planning, the application of democratic
processes in administration, and the maintenance of high morale among
the teaching faculty, and

WHEREAS, the members of the teaching profession are particularly
qualified to advise the formulation of policies and programs designed
to improve educational standards, and

WHEREAS, the Board has an obligation, pursuant to Chapter 303,
Public Laws 1968 and as amended by Chapter 123, P. L. 1974 to negotiate
with the Association as the representative of employees hereinafter
designated with respect to the terms and conditions of employment,
and

WHEREAS, the parties have reached certain understandings which
they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it
is hereby agreed as follows:

ARTICLE I
RECOGNITION

WHEREAS, a majority of the employees in the positions designated in the unit described below in the Gloucester County School District have designated the Gloucester County Vocational Technical Education Association as their representative for the purpose of collective negotiations regarding terms and conditions of employment, and WHEREAS, such employees constitute an appropriate unit for collective negotiations; the Board of Education of Gloucester County Vocational Technical School, Deptford Township, New Jersey recognizes the Gloucester County Vocational Technical Education Association as the sole and exclusive representative for collective negotiation concerning the terms and conditions of employment of the employees in the unit: i.e., Those who hold a Bachelor's or higher degree, or hold a regular or emergency vocational or technical certificate, and designated faculty, school nurse, coordinators, guidance counselors, and providing that the above mentioned agree to abide by the code of ethics of the Education Profession.

ARTICLE II

NEGOTIATION PROCEDURE

- A. 1. On or before October 4 or as scheduled by P.E.R.C. (Public Employment Relations Commission) prior to the expiration date of this agreement, the parties agree to enter collective negotiations over a successor Agreement in good faith and mutual respect to reach agreement on all mutually agreed upon negotiable matters concerning the terms and conditions of employment. Any agreement so negotiated shall apply to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing and shall be adopted by appropriate resolution of the Board and shall be signed by the Board and the Association. The Association agrees to confirm in writing action by the membership on the negotiated agreement. The signature of the Association on the contract shall be pursuant to authorization received from the membership.
2. During this first meeting of negotiations, a calendar of negotiation meetings shall be established, a mutually acceptable place or places for the meetings, as well as all details relative to negotiations procedures shall be agreed to.
- B. Grants from Federal or State Agencies. The Board agrees that the procedure set forth in this ARTICLE shall be applicable to the determination and implementation of the grants to be requested by the Board pursuant to any federal and/or state laws, provided, however, that the relevant timetable shall be shortened if necessary to comply with time requirements in making or processing applications under the relevant federal or state laws.
- C. Before and during negotiations, the Board shall make available after proper advance request by the Association for inspection and use all pertinent public records, data and information concerning the Gloucester County Vocational Technical School.
- D. The Association shall submit to the Board, in writing, in advance of the first actual negotiations meeting, its proposals for a successor Agreement.
- E. 1. 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 within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed by this Agreement.
2. 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

BOARD RIGHTS

The Gloucester County Vocational School Board on its own behalf hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the law and the Constitution of the State of New Jersey and of the United States including the foregoing, without limiting the generality of: the determination and administration of educational policy; the operation of the school; the management and control of school properties, facilities, courses of instruction, methods of instruction, materials used for instruction, and the selection, direction, transfer, promotion, discipline or dismissal of all personnel. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies expressed in this Contract shall be limited only to the specific terms of this Contract.

ARTICLE IV

ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

- A. Release Time
Whenever any representative of the Association or any teacher participates during working hours in negotiations and grievance proceedings, he/she shall suffer no loss in pay.
- B. Use Of Building
The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance in writing of the time and place of all such meetings.
- C. Use Of Equipment
The Association shall have the privilege of using school equipment with the permission of the principal at the close of the regular school day when it is not being used for school purposes. Such use shall occur under the supervision of those who are responsible for said equipment. The Association agrees that only experienced operators will use the equipment and that the Association will pay the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof. It is further understood that the use of school equipment shall be limited to that which is necessary for the preparation or reproduction of official Association communications or notices.

- D. Bulletin Boards
The Association shall have, a bulletin board in a designated faculty lounge. The Association will also be assigned, by the Principal, space on the bulletin board in the main office for Association notices. Copies of all materials to be posted on such bulletin boards shall be furnished to the building Principal and shall be posted upon approval by the building Principal.
- E. Use of School Mail
The Association shall have the right to use the interschool mail facilities and school mailboxes.

ARTICLE V

TEACHER RIGHTS

- A. Rights Protection in Representation
The Board hereby agrees that every employee, as defined in Article I Recognition, of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Statutory Savings Clause
Nothing contained herein shall be construed to deny or restrict to any teacher such rights as he/she may have under New Jersey School laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.
- C. Just Cause
No teachers shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Association Identification
No teachers shall be prevented from wearing lapel pins or other similar identification or membership in the Association or its affiliates.

- E. Required Meetings or Hearings
Whenever any teacher is required to appear before any administration or supervisor, board of any committee, member, representative, or agent thereof, concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior notice in writing of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him, and represent him during such meeting or interview.
- F. The personal life of a teacher is not an appropriate concern or attention of the Board except as it may directly prevent the teacher from performing properly his/her assigned functions during the workday or for the breach of the code of ethics.
- G. Teachers shall be entitled to full rights of citizenship, and no religious or political activities of any teacher or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such teacher, and providing said activities do not interfere with the orderly operation of the school.

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definition

There are two (2) types of grievances for the purpose of identification that shall be classified as Type A and Type B.

1. A "Type A" grievance is an allegation by an employee or the Association that this Agreement has been violated.
2. A "Type B" grievance is an allegation by an employee that he/she has been unfairly treated by the interpretation or application of Board policy or any administration decision affecting him/her.

B. Procedure for Type "A"

1. A grievance should be presented for consideration as promptly as possible, and in no event later than ten (10) school days after the teacher has become aware of the alleged occurrence. If not filed in writing within this period, then the grievance shall be considered as waived.
2. The last decision given on any grievance in any of the first three steps shall be considered a satisfactory adjustment unless, within seven (7) school days after the decision has been given, the procedure is carried forward to the next step by the aggrieved.

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

4. The procedure shall be as follows unless any step or steps thereof are waived, combined, or extended by mutual consent so stated in writing:

Level One - Discussion

1. Any employee who believes he/she has a grievance shall discuss the alleged grievance with his/her immediate Supervisor/Principal in an attempt to resolve the matter informally at that level.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he/she shall set forth his/her complaint in writing to his/her Supervisor/Principal. The Supervisor/Principal shall communicate his/her decision to the employee in writing within (3) three school days of receipt of the written complaint.

Level Two - Written Appeal

The employee may appeal the Supervisor/Principal's decision to the Superintendent/Director of Schools. The appeal to the Superintendent/Director must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent/Director shall request a report on the grievance from the Supervisor/Principal in writing. The Superintendent/Director shall then confer with the concerned parties. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent/Director shall communicate his/her decision in writing, along with supporting reasons, to the employee and the Supervisor/Principal.

Level Three - Association Evaluation

If the grievance is not settled after reaching the Superintendent/Director of Schools, the matter may be referred to a Committee representing the employee and designated by the association. The Committee shall make a determination as to the merits of the grievance as soon as possible, but within a period not to exceed ten (10) school days, notifying the parties concerned in writing of that determination.

If the Committee determines that the grievance has merit, it shall recommend that the grievance be heard by the Board.

If the Committee determines that the grievance is without merit, it will so advise the employee, and a copy of its findings shall be sent to the the Supervisor/Principal, Superintendent/Director of Schools, and the Board.

An employee whose grievance has been determined to be without merit by the Committee shall retain the right to appeal in writing to the Board, within ten (10) school days of the determination by the Committee.

Level Four - Review by the Board of Education

If the grievance has merit as determined by the Committee, the Committee may request a review by the Board. The request shall be submitted in writing through the Superintendent/Director of Schools who shall attach all related papers and forward the request to the Board. The Board shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within thirty (30) calendar days.

Level Five - Impasse

Any grievance supported by the Committee representing the employee and not resolved to the satisfaction of the employee after review by the Board shall, at the request of this Committee, be referred by either party to arbitration by written notice to the other party. Arbitration procedure shall be conducted under Rules and Regulations of P.E.R.C. The decision of arbitration shall be final and binding on the Association and the Board for the full term of this agreement.

All costs for the services of the arbitrator shall be shared equally by the Board and the Association representing the employee.

C. FLOW CHART OF GRIEVANCE PROCEDURE FOR TYPE "A"

Level Five ----- Arbitration Rules of
P.E.R.C.

Employee Committee Only

Level Four ----- Board Review

If Employee Committee deems
grievance has merit

If Employee Committee
deems grievance has no
merit, appeal to
be made by

Level Three - Employee Committee Board may
Review Aggrieved

Level Two Superintendent Reviews

Level One Supervisor/Principal
Reviews

Aggrieved

D. PROCEDURE FOR TYPE "B"

1. A grievance concerning policies or administrative decisions shall be submitted in writing to the Superintendent/Director, acting as the representative for the Board, within ten (10) school days.
2. The procedure shall be as follows unless any step or steps thereof are waived, combined, or extended by mutual consent so stated in writing:

Level One - Written Complaint

An employee must submit his/her complaint in writing and must set forth the grounds upon which the grievance is based. The Superintendent/Director shall then confer with the concerned parties. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent/Director shall communicate his/her decision in writing, along with supporting reasons, to the employee and/or the Association.

Level Two - Association Evaluation

If the grievance is not settled after reaching the Superintendent/Director of Schools, the matter may be referred to a Committee representing the employee and designated by the association. The Committee shall make a determination as to the merits of the grievance as soon as possible, but within a period not to exceed ten (10) school days, notifying the parties concerned in writing of that determination.

If the Committee determines that the grievance has merit, it shall recommend that the grievance be heard by the Board.

If the Committee determines that the grievance is without merit, it will so advise the employee, and a copy of its findings shall be sent to the Superintendent/Director of Schools, and the Board.

An employee whose grievance has been determined to be without merit by the Committee shall retain the right to appeal in writing to the Board, within ten (10) school days of the determination by the Committee.

Level Three - Review by the Board of Education

If the grievance has merit as determined by the Committee, the Committee may request a review by the Board. The request shall be submitted in writing through the Superintendent/Director of Schools who shall attach all related papers and forward the request to the Board. The Board shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within thirty (30) calendar days.

ARTICLE VII

TEACHER EMPLOYMENT

Certification

A. The Board agrees to hire only certificated teachers or those qualified to obtain certificates issued by the New Jersey State Board of Examiners for every teaching assignment.

Notification

B. All teachers (10, 11, and 12 months) shall be notified of their contract and salary status for the ensuing year no later than April 30.

Retirement

C. All personnel who desire to leave the employment of the Board through retirement must apply in writing to the Superintendent/Director as prescribed by State Law.

Pre-R.I.F. Conference

Subject to N.J.S.A. 18A:28-9, the Superintendent shall notify the Association of any pending reduction in force within a reasonable time prior to such action and shall meet to discuss the situation. The Board's determination shall not be subject to the grievance procedure.

ARTICLE VIII

TEACHER ASSIGNMENT

Notification

A. Date for presently employed teachers

All teachers shall be given written notice of their salary schedules, class and/or subject assignments, and building assignments for the forthcoming year not later than April 30. A list of said schedules and assignments shall be simultaneously sent to the Association.

B. New teachers

The Superintendent/Director shall assign all newly appointed personnel to their specific positions within that subject area and/or grade level for which the Board has appointed them. The Superintendent/Director shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than August 1.

C. Revisions

In the event that changes in such schedules, class and/or subject assignments, building assignments, are proposed after August 1, the Association and any teacher affected shall be notified promptly in writing.

D. Assignment Criteria

In order to assure that pupils are taught by teachers working within their areas of competence, teachers shall only be assigned to teach in areas for which they hold a standard teaching certificate or an emergency or regular vocational or technical certificate issued by the New Jersey State Board of Examiners.

ARTICLE IX

TRANSFERS

Date of Posting

No later than April 30 of each school year, the Superintendent/Director shall deliver to the Association and post in all school buildings a list of the known vacancies which shall occur during the following school year.

Application Procedure

Teachers who desire a change in shop assignment or who desire to transfer to another building may file a written statement of such desire with the Superintendent/Director not later than May 15. Such a statement shall include the shop to which the teacher desires to be assigned and the school or schools to which he/she desires to be transferred in order of preference.

ARTICLE X

PROMOTIONS

A. Positions Included

Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator supervisory levels of responsibility.

1. Date of Posting

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

notice shall be given to the Association at the time of posting. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent/Director within the time limit specified in the notice, and the Superintendent/ Director shall acknowledge promptly in writing the receipt of all such applications.

2. Application Procedure

Teachers who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Superintendent/Director, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Superintendent/Director shall notify all teachers who are certified in the area of the vacancy and those teachers who will be certified by the date of the commencement of the vacancy or possible promotion. Such notice shall be sent as far in advance as practicable, ordinarily at least twenty-one (21) days before the final date when applications must be submitted and in no event less than fourteen (14) days before such date. In addition, the Superintendent/Director shall, within the same time period, post a list of promotional positions to be filled during the summer period at the administration office.

B. Criteria for Notice

In both situations set forth in Section A above, the qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth. The qualifications set forth for a particular position shall be in compliance with standards established for certification by the New Jersey Department of Education.

C. Applications

All qualified teachers shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. Appointments shall be posted in the school or the giving of notification to the interested teachers. Announcements of appointments shall be made by posting a list in the office of the central administration. The list shall be given to the Association and shall indicate which positions have been filled and by whom.

ARTICLE XI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

- A. The Board recognizes that it shares with its professional staff responsibility for the upgrading and updating of teacher performance and attitudes. The Board and the Association support the principle of continuing training of teachers and the improvement of instruction.

- B. 1. The Board agrees to cooperate with the Association in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be coordinated through establishing a Workshop Committee. The Committee shall consist of representatives of the teachers association and the administration.
2. Whenever the Board of Education requests an in-service course to be offered for the benefit of the system, all related charges approved by the Superintendent/Director shall be paid by the Board.
- C. In-service programs shall be conducted during the in-school teacher workday, if teacher attendance is required.
- D. The Gloucester County Vocational School Board is permitted to employ instructors who work under an "Emergency Certificate" pending the completion of teacher training credits to qualify for a regular teaching certificate. All instructors so employed bear the responsibility of earning a minimum of six (6) credit hours each school year with completion of total credits necessary for Regular Certification within five (5) years. All teachers who achieve full certification will be paid in accordance with the new salary rate commencing the following payroll period.
- E. Educational Reimbursement

Teachers with "Emergency" to "Certificated" \$325.00.

Teachers with "Certificated" to "B.S." in Vocational Education - \$425.00

Teachers with "B.S." to "Masters of Education" \$475.00.

Teachers with "Masters of Education" and above - \$475.00.

Note: The reimbursement would be made only after prior approval by the Superintendent/Director before courses are taken.

Verification of credits earned shall be submitted October 1 of each year, following academic year in which work was completed.

The Board shall not reimburse for any courses taken that are subject to reimbursement by other agencies.

F. Professional Development

1. All applications for attendance must be submitted to the Superintendent/ Director at least thirty days before date of participation, for approval.

2. Board to pay full costs of tuition and other reasonable expenses incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions or other such sessions which have been approved. Said teacher shall also be compensated for all time spent in actual attendance at said session beyond his/her regular working day and year at his/her regular rate.

3. Only teachers holding a regular vocational certification shall be considered for participation.

4. Within ten days of completion of participation, a written evaluation of the experience shall be submitted to the Superintendent/Director or as required by federal or state funding guidelines.

5. It is understood that professional development is to be defined as skill and/or trade development, not what is considered as traditional education courses for which credits are awarded.

ARTICLE XII
INSTRUCTOR EVALUATION

A. Performance appraisals of all instructional personnel will be conducted at times as determined by the Principal and as requested by the Superintendent/Director. All appraisals will be made out in triplicate; one copy for the Superintendent/Director, one copy for the instructor, and one copy to be maintained in the Principal's Office.

B. Non-tenure Teachers

Non-tenure teachers shall be evaluated by their immediate supervisors at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and their immediate supervisor for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Such evaluation in each instance shall consist of forty-two (42) minutes in classroom observations.

C. General Criteria

1. Open Evaluation

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

2. Evaluation by Certificated Supervisors

Teachers shall be evaluated only by persons certificated by the New Jersey State Board of examiners to supervise instruction.

D. Evaluation Procedure

1. Communication

Prior to any evaluation report the immediate supervisor of a teacher shall have had appropriate communication, including but not limited to all steps in paragraph 2 below.

2. Reports

Evaluation reports shall be presented to each teacher based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.

- a. Such reports shall be issued in the name of the immediate supervisor based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the teacher in a supervisory capacity.
- b. Such reports shall be addressed to the teacher.
- c. Such reports shall be written in narrative form and shall include, when pertinent:
 - (1) Strengths of the teacher as evidenced.
 - (2) Weaknesses of the teacher as evidenced.
 - (3) Specific suggestions as to measures which the teacher might take to improve his performance in each of the areas wherein weaknesses have been indicated.

E. Personnel Records

A teacher shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein.

F. Tenured Teachers

Tenured teachers shall be evaluated by their immediate supervisors at least two (2) times in each school year.

ARTICLE XIII

TEACHING HOURS

A. Teacher Day

1. Check-In Procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall indicate their presence for duty by placing a check mark in the appropriate column of the faculty "sign-in" roster, provided they meet the required time designated by the Board to complete a full day.

B. Length of Day

1. Instructors are expected to be on the job at least fifteen minutes before the start of the A.M. pupils' school day and to remain fifteen minutes after the close of the P.M. pupils' school day.

2. Instructors and coordinators leaving the facility before the closing of the school day shall log their time of departure and return.

C. Teachers will be notified when their attendance shall not be required due to inclement weather.

D. Lunch Periods

Teachers shall have a daily duty-free lunch period of at least thirty-five (35) minutes.

ARTICLE XIV

TEACHER WORK YEAR

A. In-School Work Year

1. Ten (10) month employees

The in-school work year for ten (10) month employees covered by this agreement, except new employees, shall work not more than one hundred and eighty-five (185) work days. These days will be utilized for classroom instruction, in-service training and other educational purposes at the discretion of the Board of Education.

2. New teachers will be required to report for one (1) additional day that will be utilized for orientation of new teachers to the practices and procedures of the district.

3. Eleven (11) month employees shall work the regular in-school work year for ten (10) month employees plus twenty-two (22) cumulative days during the months of July and August and as designated by the Board of Education.

4. Twelve (12) month employees shall be employed from July 1 through June 30 and will follow the staff calendar as adopted by the Board of Education.

Twelve (12) month employees shall be granted 2 days to attend the N.J.E.A. Convention.

B. Vacation Policy for Twelve (12) Month Professional Employees

1. Professional employees shall receive one and one-half (1½) working days of vacation for each month worked and the inception to coincide with the service date as designated by the Employment Contract. Therefore, after completing six months of service the employee shall be entitled to nine (9) days vacation.
2. All vacation is subject to the approval of the Director/Superintendent. Vacation time must be taken in the school fiscal year or within two (2) months (before September 1) of the year in which it is earned.

Exception - five (5) days may be carried over until June 30 of the following year at the discretion of the Director/Superintendent.

3. Vacation schedules and requests will be submitted for approval on the appropriate form.

ARTICLE XV

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

- A.
 1. It is the intent of the Board of Education that teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being.
 2. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with the Board immediately to develop mutually acceptable programs to guarantee the safety of students, teachers, and property.
- B.
 1. Teachers shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.
 2. Such notifications shall be immediately forwarded to the Superintendent/Director who shall comply with any reasonable request from the teacher for information in the possession of the Superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the teacher, the police, and the courts.

C. Unauthorized Visitors

During said unsafe and hazardous period, persons not employed by the Gloucester County Vocational Technical School shall not be allowed into the school.

ARTICLE XVI

SICK LEAVE

1. Teachers shall not be absent from work without first obtaining permission from the Superintendent/Director unless the absence is caused by personal illness which is covered by sick leave.
 - a. Sick leave is hereby defined to mean the absence from employee's post of duty because of personal disability due to illness or injury or because employee has been excluded from school by the school's medical authorities on account of a contagious disease, or of being quarantined for such a disease in his or her immediate household.
2. They shall forfeit their pay for absence for any cause except Contingency Leave days outlined hereafter, except that the Superintendent/Director shall have the authority to excuse upon request and at his/her discretion any employee for one (1) day's absence from duty without forfeiture of salary.
3. In case of personal illness, an allowance of full pay will be made for ten (10) days in any school year for ten-month employees and twelve (12) working days in any school year for twelve-month employees. If any such person requires in a school year less than this specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave with full pay in subsequent years.
4. A doctor's certificate may be required by the Superintendent/Director stating the illness and the inability of the employee to report for work, in case of absence on account of personal illness for more than five (5) consecutive days.

ARTICLE XVII

MATERNITY LEAVE *

1. All female employees who become pregnant shall be eligible for a maternity leave.
2. The date of the commencement of the maternity leave shall be at the election of the employee. The employee however shall inform the Board of Education of her intent to take maternity leave at least thirty (30) days before the commencement of said leave, except in cases of medical emergency.
3. Generally the maternity leave granted shall not exceed one (1) year, unless by special permission granted by the School Board at its discretion after consideration of the circumstances in an individual case.
4. Any female employee of the school district shall be eligible for this leave on the basis of pregnancy.

5. No salary shall be paid to any employee on maternity leave, nor shall any rights or benefits accrued during the period of leave be granted. Existing employee benefits will be restored to the employee upon return to full employment.
6. Any member granted maternity leave without pay according to the provisions of this section may at her discretion elect to use all or any part of her accumulated sick leave during the period of such absence and receive full pay for the same.
7. Upon application by the employee on such leave to return to the employment following reasonable maternity leave, the school shall offer her the job she held before going on leave or a substantially equivalent position.
8. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 and the Board will not discriminate in violation of the Constitution of the United States or the Constitution of the State of New Jersey. The Association also agrees that no discrimination against an employee will be conducted by the association in violation of any of the above mentioned statutes or constitutions.
9. The School Board may require that requests to return to employment from a maternity leave be supported by a physician's statement of fitness.

*Both parties agree that if stated maternity leave policy is not in conformance with state law it will be amended as an addendum to this contract. The purpose of this clause being the desire of the parties to have a maternity policy effective immediately.

ARTICLE XVIII

CONTINGENCY LEAVE DAYS

In addition to sick leave, absence without salary deduction shall be allowed in the amounts specified for each of the following cases, provided that the total number of days so used do not exceed five (5) in any one school year.

1. In case of the death of a wife, husband, father, mother, brother, sister, child in the family, mother-in-law, father-in-law, no deduction of salary will be made for absence on the working days included in the four day period following such death.
2. In the case of the death of a grandparent, nephew, niece uncle, aunt, brother-in-law, or sister-in-law, no deduction in salary will be made for absence on day of funeral.
3. In case of absence by reason of court subpoena, no deduction in salary will be made, except where the absentee is a party to the suit.

4. Teachers employed as full-time permanent employees of Gloucester County Vocational School will be entitled to one (1) day of Contingency Leave during the school year July 1, thru June 30 for personal business, including religious observations.

5. One (1) day per year for school visitation or professional meetings by written request and approval by the Superintendent/Director.

6. Emergency situations shall be judged upon submitting request to the Superintendent/Director.

Contingency Leave will be granted only if written reason or request is submitted in advance to the immediate Supervisor/Principal for review, who in turn will submit same to Superintendent/Director for approval.

Contingency Leave will not be charged against vacation time, but cannot be taken in conjunction with vacation.

Contingency Leave days remaining unused at the end of the school year will not be carried over into the next school year.

ARTICLE XIX

PAY

1. Salary

- a. Salary will be paid by check on the 15th and the 30th day of every month or the nearest working day, if these dates fall during holidays or weekends.
- b. Under no circumstances will the Board of Education of the Gloucester County Vocational School make payroll advances other than for vacation periods.
- c. Salary Guide for all full-time regular teachers covered by this Contract is as follows:

1979-80
GLOUCESTER COUNTY VOCATIONAL SCHOOL
TEACHERS' SALARY SCHEDULE

STEP	SCHEDULE A	SCHEDULE B	SCHEDULE C	SCHEDULE D	SCHEDULE E
1	10,715	11,175	11,826	12,198	12,571
2	11,091	11,551	12,203	12,575	12,948
3	11,467	11,927	12,580	12,952	13,325
4	11,869	12,329	12,982	13,355	13,727
5	12,304	12,765	13,416	13,789	14,162
6	12,739	13,199	13,851	14,224	14,596
7	13,174	13,634	14,286	14,659	15,032
8	13,608	14,069	14,721	15,094	15,466
9	14,044	14,504	15,155	15,528	15,901
10	14,478	14,938	15,591	15,963	16,336
11	14,913	15,374	16,025	16,398	16,771
12	15,348	15,808	16,460	16,832	17,205
13	15,813	16,273	16,926	17,299	17,671
14	16,280	16,740	17,391	17,764	18,137
15	16,745	17,205	17,858	18,230	18,603
16	17,242	17,702	18,355	18,728	19,100

Coordinators shall be paid an additional \$750 - 10 month contract, \$830 - 12 month contract.

Any staff member completing five years of service with Gloucester County Vocational Technical School shall be paid an additional \$200 on his appropriate salary schedule.

1980-81
 GLOUCESTER COUNTY VOCATIONAL SCHOOL
 TEACHERS' SALARY SCHEDULE

BASE INCREMENTED BY 7.500 PERCENT

STEP	SCHEDULE A	SCHEDULE B	SCHEDULE C	SCHEDULE D	SCHEDULE
1	11,115	11,609	12,308	12,708	13,109
2	11,519	12,013	12,713	13,113	13,514
3	11,923	12,417	13,118	13,518	13,919
4	12,327	12,822	13,524	13,923	14,324
5	12,759	13,254	13,956	14,357	14,757
6	13,227	13,722	14,422	14,823	15,224
7	13,694	14,189	14,890	15,291	15,691
8	14,162	14,657	15,357	15,758	16,159
9	14,629	15,124	15,825	16,226	16,626
10	15,097	15,592	16,292	16,693	17,094
11	15,564	16,058	16,760	17,160	17,561
12	16,031	16,527	17,227	17,628	18,029
13	16,499	16,994	17,695	18,094	18,495
14	16,999	17,493	18,195	18,596	18,996
15	17,501	17,996	18,695	19,096	19,497
16	18,001	18,495	19,197	19,597	19,998
17	18,535	19,030	19,732	20,133	20,533

Coordinators shall be paid an additional \$750 - 10 month contract, \$830 - 12 month contract.

Any staff member completing five years of service with Gloucester County Vocational Technical School shall be paid an additional \$200 on his appropriate salary schedule.

- A. In determining the proper salary step and schedule classification for a new teacher the following procedure shall be used, except that in no case shall the teacher be paid a salary less than provided under the New Jersey Statutes:
 1. The Superintendent/Director shall determine the classification of the employee and the proper salary step in accordance with the Salary Guide in effect at the time of entrance into employment.
 2. A new teacher without previous appropriate teaching experience may not start higher than the tenth (10) step.
 3. A salary step may be allowed for each full school year of approved and appropriate full-time public school teaching experience.
 4. A salary step may be allowed for each two (2) full school years of approved and appropriate non-public school teaching experience.
 5. A salary step may be allowed for each two (2) calendar years of approved and appropriate occupational experience beyond requirements for certification, if such occupational experience is required for position held. The total of salary steps allowed shall not exceed eight (8).
 6. A new teacher may be allowed one (1) full salary step credit for each full year of continuous full-time military service, up to a maximum of four (4) steps as defined in Title 18A:2911 of New Jersey School Law.
 7. Salary step credit for experience or military service shall be granted only when satisfactory evidence of such experience is provided as required by the Superintendent/Director.
 8. In order to receive credit for advanced professional preparation official transcripts and records must be presented to the Superintendent/Director for approval and evaluation.
- B. Whenever necessary to calculate a daily rate for employees the following procedure shall be followed:
 1. For employees serving on a ten month basis the daily rate shall be 1/200 of the annual base salary.
 2. For employees serving on a twelve month basis the daily rate shall be 1/250 of the annual base salary.

2. Increments

- a. Step increases are granted at the start of each new school year.

- b. An increment is not automatic. Increments can be granted annually only upon the recommendation of the Superintendent/Director and the approval of the Gloucester County Vocational School Board. Increments can be given until the top step of the employees classification has been reached.
- c. An increment may be withheld by the Superintendent/Director if service is unsatisfactory. Unsatisfactory performance can be attributed to "evaluation of job performance", "insubordination", "failure to comply with Gloucester County School Board policies", or lack of professional ethics". The aggrieved employee has the right to appeal to the Board of Education of the Gloucester County Vocational School.

3. Salary Deductions

- a. The Board of Education of the Gloucester County Vocational School offers many benefits to employees through payroll deductions. The only compulsory deductions are Federal Income Tax, F.I.C.A. (Social Security), and the New Jersey Public Employees' Retirement System, and/or Teachers Pension and Annuity Fund and of affiliated associates.
- b. Contributory insurance is compulsory for one (1) year. After the first year contributory insurance may be discontinued, however, it may not be reinstated once discontinued.
- c. Other possible optional deductions from salary or wages are Blue Cross, Blue Shield etc., American Vocational Association, Vocational Education Association of New Jersey as approved by the Board, Bonds, and Teacher Credit Union.
- d. Association Payroll Dues Deductions
 - 1. The Board agrees to deduct from the salaries of its teachers dues for the Gloucester County Vocational Technical Education Association, the New Jersey Education Association, the National Education Association as said teacher individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (NJSA 52:1415.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Gloucester County Vocational Technical Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
 - 2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XX

FRINGE BENEFITS

1. Health Benefits Program

- a. The Board of Education of the Gloucester County Vocational School has elected to participate in the New Jersey State Health Benefits Program and will cover all full-time teachers covered by this Contract and their dependents in accordance with the statutes regulations adopted by the State Health Benefits Division.
- b. The Board of Education of the Gloucester County Vocational School will pay as of July 1, 1975 the premium for the full coverage for full-time teachers covered by this Contract and 100% for dependents coverage under the State Employees' Health Benefits Program which includes Blue Cross-Blue Shield and Major Medical coverage.
- c. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, which shall include a clear description of conditions and limits of coverage as listed above.
- d. The Superintendent/Director shall permit representatives of the NJEA Washington National Income Protection Plan to meet with teachers for the purpose of enrolling new members and permitting present members to adjust their coverages at faculty meetings on a district or building level at the request of the Association. Requests for such meetings shall be made no more than once a year. It is agreed that the Washington National representative shall be permitted a minimum of twenty (20) minutes for the meeting.
- e. Prescription Program

The Board shall provide a "family prescription plan" comparable in cost and benefits to the umbrella contract between the N.J.E.A. and the New Jersey Blue Cross. This plan shall be effective November 1, 1979.

2. Contributory Insurance

The fulltime teacher covered by this Contract must join the Group Life Insurance Plan for at least the first year of employment and he/she will pay the premium for this insurance as a payroll deduction. At his/her option, the full-time teacher covered by this Contract may discontinue this coverage any time after one year of service upon written notification of one month to the Payroll Department. However, once it has been discontinued, the insurance may not be reinstated.

3. Pension Plan

The full-time teacher covered by this Contract is required to enroll in the Teachers' Pension and Annuity Fund. Upon written notification of induction into the plan by the Pension Division, the required periodic contribution will be made as a payroll deduction on a regular basis by the Payroll Department. Should any back payments be required due to the delay in the notification of enrollment in the plan, such back payments will also be deducted automatically during the prescribed period.

ARTICLE XXI

EMPLOYMENT NOTIFICATION, RETURN NOTICE

Each School Year each teacher covered by this Contract shall receive a statement as to their contracted salary or wage rate which indicates the Gloucester County Vocational School Board's approval of same. In addition, a "Return Notice" form will be included which indicates to the Board of Education of the Gloucester County Vocational School the teacher's intent to accept the contracted salary offered, or provide the teacher's option to resign or be considered for another position. In general, resignation should be given at least sixty (60) days before termination of employment.

ARTICLE XXII

MISCELLANEOUS PROVISIONS

- A. 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.
- B. The Board and the Association hereby agree that in the application and administration of this Agreement they will observe the State Law regarding non-discrimination on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- C. The Board hereby agrees to support its teachers in the performance of their duties subject to accepted standards of professional, ethical and statutory educational responsibility. This support includes protection from unjustifiable personal attacks.
- D. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

ARTICLE XXIII

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1979 and shall continue in effect until June 30, 1981, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

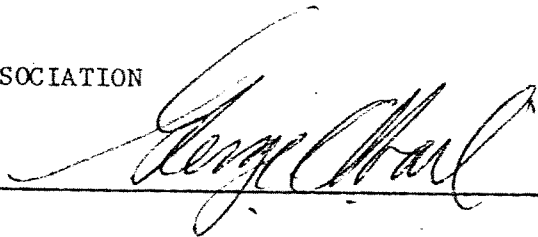
An Extension shall be signed by the "Board" and the "Association" on or before June 30th and it shall be mutually understood that both parties shall continue to negotiate in good faith.

During the term of this extension, the association will not call, sanction, or support any strike, slow down, or stoppage of work by any teacher or teachers employed by the Board of Education.

B. Status of Incorporation

In witness whereof the Association has caused this Agreement to be signed, in quadruple, by its president and secretary, and the Board has caused this Agreement to be signed by its president, attested by its secretary and both corporate seals to be placed hereon, all on the day and year first above written.

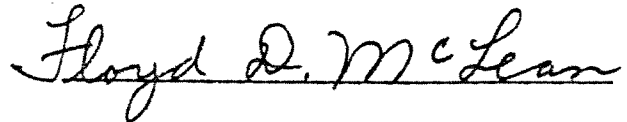
ASSOCIATION




By George Vail
It's President

By Catherine McLean
It's Secretary

BOARD OF EDUCATION



By Floyd McLean
It's President


By Park Hitchens
It's Secretary