

AGREEMENT

BETWEEN

**GLOUCESTER COUNTY
VOCATIONAL-TECHNICAL
SCHOOL DISTRICT**

AND

**GLOUCESTER COUNTY VOCATIONAL
TECHNICAL PRINCIPALS AND SUPERVISORS
ASSOCIATION**

July 1, 2006 to June 30, 2009

GLOUCESTER COUNTY VOCATIONAL-TECHNICAL
PRINCIPALS & SUPERVISORS ASSOCIATION (GCVTPSA)

PREAMBLE

This Agreement entered into this 1st day of July, 2006, by and between the Board of Education of Gloucester County Vocational-Technical School District, hereinafter called the “Board,” and the Gloucester County Vocational Technical Principals and Supervisors Association, hereinafter called the “GCVTPSA” or “Association.”

ARTICLE I

MEMBERSHIP

A. Unit Membership

In accordance with Chapter 123, Public Laws of 1974, the Board recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all certified and non-certified personnel, whether under contract, on leave, employed, or to be employed by the Gloucester County

Vocational-Technical Board of Education, hereinafter known as “the Board,” including only: Principals, Assistant Principals, Supervisors, and Directors.

B. Definitions

For purposes of clarity, terms crucial to the interpretation of this contract are listed below:

1. Employee - When used hereinafter in this Agreement, this term shall refer to all professional employees represented by the Association in the negotiating unit as above named in Article I, section A, and references to gender shall include all employees (i.e. his/her, he/she).

ARTICLE II

NEGOTIATIONS PROCEDURE

A. Deadline Dates

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123

“Public Laws of 1974,” in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Negotiations shall commence no later than October 1, preceding the expiration of the current agreement. Negotiations shall commence with a meeting at a mutually satisfactory location within 15 days after receipt of a proposal, unless the Board and the Association mutually agree in writing to an extension of time.

B. Negotiating Team Authority

Neither party in all negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

Any agreement so negotiated shall apply to all personnel for whom the Association is authorized to negotiate, shall be

reduced to writing, and is subject to the respective ratification procedures of the Board and the Association.

C. Modification – Understanding of Parties

This Agreement incorporates the complete and final entire understanding of the parties on all matters, which were or could have been the subject of negotiations. During the term of this agreement, neither party shall be required to negotiate with respect to any other such matter whether or not covered by this Agreement.

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

This Agreement shall be effective as of July 1, 2006, and shall continue in effect until June 30, 2009, subject to the Association's right to negotiate over a successor agreement, as provided herein.

ARTICLE III

BOARD RIGHTS

Within the scope of the law and provisions of this Agreement, the Board on its own behalf hereby retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon itself by the law and the Constitution in 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 Board further reserves the right to make such reasonable rules, regulations, and procedures as it may from time to time deem best for the purpose of maintaining order, safety, and/or for the effective operation of the School. The exercise of these powers, rights, authority, duties, responsibilities by the Board, and the adoption of such rules, regulations, and policies

expressed in this Agreement shall be limited only to the specific terms of the Agreement.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition

The term “grievance” means a complaint or claim that there has been an improper application, interpretation, or violation of written policies, agreements, or administrative decisions affecting the terms and conditions of employment.

B. Purpose

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

C. Procedure

1. Level I

Should any employee feel aggrieved regarding his/her position responsibilities, he/she should attempt to resolve his/her complaint(s) informally with his/her immediate supervisor. All grievances should be filed within ten (10) working days of the occurrence of the specific problem.

2. Level II Should the administrator feel that his/her grievance has not been satisfactorily resolved, he/she should submit, in writing, a statement of the grievance and his/her expected resolution to the Assistant Superintendent of Schools. Within seven (7) working days of receipt of the written grievance, the Assistant Superintendent or designee will meet with the administrator to discuss the grievance. The Assistant Superintendent shall respond to the administrator, in

writing, within seven (7) working days of his/her meeting with the administrator.

3. Level III Should the administrator feel that his/her grievance has not been satisfactorily resolved by the Assistant Superintendent of Schools, he/she should submit, in writing, a statement of the grievance and his/her expected resolution to the Superintendent of Schools, within seven (7) working days of his/her meeting with the Assistant Superintendent. Within seven (7) working days of receipt of the written grievance, the Superintendent or designee will meet with the administrator to discuss the grievance. The Superintendent shall respond to the administrator, in writing, within seven (7) days of his/her meeting with the administrator.

4. Level IV

Should the administrator feel that his/her grievance has not been satisfactorily resolved by the Superintendent of Schools, he/she may, within ten (10) working days of the receipt of the Superintendent's response, submit a written request for a hearing with the Board. The Board will hold a hearing with the employee if requested, and will respond to the employee, in writing, within thirty (30) working days.

5. Level V

If the decision of the Board does not resolve the grievance to the satisfaction of the employee, and the employee wishes review by a third party, the grievance may be submitted to non-binding mediation, as long as the grievance concerns a matter that is an allegation that a provision of the contract has been violated. If mediation is requested, the employee shall notify the Board within ten (10) working days of receipt of the

Board's decision in Level IV. The notification to the Board should be submitted to the Office of the Superintendent of Schools.

Grievances concerning:

- (1) any matter for which a specified method of review is prescribed, either by law or in any regulation by the State Commissioner of Education, or any matter which, according to law, is either beyond the scope of the Board's authority, or limited to action by the Board alone;
- (2) a complaint of a non-tenured employee which arises by reason of his/her not being reemployed;
- (3) a complaint by any employee occasioned by an appointment to or lack of appointment to, retention or lack of retention in these positions, in which tenure is either not possible or not required;
- (4) any matter not part of this Agreement; and

- (5) any Board policy shall not be deemed to be eligible for mediation.

Following mediation, the Board will render a decision.

6. Services of a Mediator

The following procedures shall be used to secure the services of a mediator:

Once the Board of Education has received the notification within the time limits stated above, the administrator may request the Public Employment Relations Commission mediator selection procedures be invoked. It will be the responsibility of the parties to follow those selection procedures in determining who shall serve as mediator in each instance. The cost of the services of the mediator shall be shared equally by the parties in interest.

ARTICLE V

EMPLOYEE RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join, and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a governmental body 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 rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States: that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association; his/her participation in any activities of the Association; collective negotiations with the Board; or his/her

institution of any grievance, complaint, or proceeding 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 employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations.

C. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent, Board, committee, representative, agent, or member thereof concerning any matter that may adversely affect the terms and conditions of employment, he/she shall be given 48 hours prior written notice of the reasons for such meeting or interview and shall have representation of the Association and/or attorney, not at the Board's expense, present to advise him/her and represent him/her during such meeting or interview.

The Association shall have the right to be present to protect the interests of the organization as the bargaining representative exclusively recognized.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to make available to the Association in response to reasonable requests from time to time information to which they are legally entitled to receive with advanced reasonable notice.

B. Released Time for Meetings

Whenever any member of the Association is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss in pay and/or benefits.

ARTICLE VII

ASSOCIATION – ADMINISTRATION LIAISON

A. Superintendent/GCVTPSA Meeting

The Association President and/or his/her representative(s) shall meet with the Superintendent and/or his/her designated representative(s) at the request of either party within seven (7) working days of said request, but these meetings shall not exceed one (1) per month unless by mutual consent. Meetings shall be scheduled after the school day, unless otherwise mutually agreed, and shall be of a reasonable length to discuss areas of concern.

ARTICLE VIII

EVALUATION

A. Observations

Observations and evaluations shall be conducted in full compliance with the provisions of New Jersey statutes and codes.

B. Review of Personnel File

Any Association member shall have the right, upon twenty-four (24) hours advanced notice, to review, in the presence of an assigned individual, the contents of his/her personnel file (excluding pre-employment information). During such review, nothing will be removed, mutilated, or defaced.

C. Material Placed in Personnel File

With the exception of evaluations and PIP's, only those documents marked "cc: Personnel File" may be placed in the personnel file by the Superintendent. The employee shall promptly receive copies of all such documents. The employee will also have the right to submit a written answer to such material and his/her answer will be reviewed by the Superintendent, or his/her designee, and attached to the file copy.

Only those documents properly contained in the personnel file will be used by the Board, in any action against the employee.

D. Suspensions

An employee, who is to be suspended for disciplinary action, shall have his/her pay status determined upon the recommendation of the Superintendent to the Board.

ARTICLE IX

TEMPORARY LEAVES OF ABSENCE

All employees may be granted temporary leaves without loss of pay provided that they comply with the regulations below:

A. Bereavement Leave

1. An allowance of up to five (5) consecutive days including the date of the funeral service will be granted for death in the immediate family. If there is no funeral service, an allowance of up to five (5) consecutive days from the date of death will be granted for death in the immediate family. In computing the five (5) days, Saturdays, Sundays, and holidays will be excluded. The immediate family is defined as: father, mother,

spouse, child, brother, sister, mother/father-in-law, grandparent, or partner of long standing.

2. An allowance of up to three (3) consecutive days including the date of the funeral service will be granted for the following family members: son/daughter-in-law, brother/sister-in-law, or grandchild.
3. An allowance of one (1) day shall be granted to attend the funeral service of the following family members: aunt, uncle, niece, nephew, cousin, or any person who is legally domiciled in the immediate household.
4. The Superintendent, in his/her role discretion, may grant additional bereavement leave in exceptional circumstances.

B. Personal Leave

1. A full-time employee may request up to three (3) days personal leave per year, prorated from date of employment.

2. Personal leave may be requested for personal business or legal matters which cannot be completed other than during school time. Verification of the reason for the personal day may be required at the discretion of the Superintendent.
3. Personal days may be utilized for emergencies or other urgent reasons not enumerated above if the employee has received the approval of the Superintendent or his/her designee, and the employee has completed the required form issued by the Office of the Superintendent.
4. The following regulations shall apply to the granting of personal days:
 - (1) Any unused personal days shall accumulate in the sick leave account for use as additional sick days. These days are reimbursable as accumulated sick leave upon retirement.

- (2) The request for personal leave shall be submitted to the supervisor on the proper form at least three (3) days before the commencement of the leave, except in cases of emergency.
- (3) Any absence, which is for a purpose not enumerated above and not covered by sick leave, shall result in the deduction of one (1) day's pay for each day of absence.

ARTICLE X

SICK LEAVE

Employees shall not be absent from work without first obtaining permission from the Superintendent unless the absence is caused by personal illness which is covered by sick leave.

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.

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. Those hired after the start of the school year will be allowed one (1) sick day per each month remaining in the school year. If any such person requires in a school year less than this specified number of days of sick leave pay allowed, all days of such leave not utilized that year shall be accumulated to be used for additional sick leave with full pay in subsequent years.

A doctor's certificate may be required by the Superintendent, 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 XI

VACATION

A. Vacation Policy

Vacation Policy is in accordance with the Board of Education Policy #4152.

B. Legal Holidays

All holidays and days when school is closed for students and staff, per the approved twelve-month school calendar, shall be considered non-workdays for employees covered under this Agreement.

ARTICLE XII

SEPARATION

A. Separation from Service

1. A member who dies before his/her contract period is completed shall have payment for his/her unused vacation days given to his/her estate.

2. A member who resigns or retires during the contract year shall receive cash payment for his/her earned, unused vacation days at his/her per diem for unused vacation days pursuant to the Board of Education Policy #4152.
3. A member who retires during the contract year will receive payment for unused sick leave in accordance with the Board of Education Policy #4117.
 - a. TPAF/PERS eligible retirement at \$85.00 per day.
 - b. Administrators hired after July 1, 2003, and covered by this agreement, shall be capped at 100 days sick leave severance payment upon retirement at a rate of \$85.00 per day.
4. Payment for unused vacation days shall be combined with unused sick leave and paid in one (1) lump sum if less than \$20,000, equal installments over a period not exceeding three (3) years if more than \$20,000 but no more than \$70,000, or a mutually agreed upon lump

sum or sums over a period not exceeding five (5) years.

In no event will the total amount of unused sick leave and vacation sell back exceed \$70,000.

In the event of the death of the retiree, payment will go to the estate of the retiree.

ARTICLE XIII

PROFESSIONAL DEVELOPMENT

A. Educational Reimbursement

The Board shall not reimburse for any courses taken that are subject to reimbursement by other agencies. Employees shall be entitled to tuition reimbursement as follows:

The Board of Education will pay the amount equivalent to cost (tuition and fees) associated with taking six (6) graduate credits at Rowan University for in-state resident rates.

Reimbursement will occur only if a grade of "B" or better is attained. In courses where the grading system is solely Pass or Fail only a grading of Pass is acceptable for reimbursement.

Note: The reimbursement shall be made only after prior approval by the Superintendent before courses are taken. Reimbursement shall be made in October and March of each year provided verification of credits earned and payment receipts are received a minimum of 30 days prior to October 1 and March 1, respectively.

B. Conferences and Workshops

All applications for attendance at conferences and workshops must be submitted to the Superintendent at least thirty (30) days before the date of participation, for consideration of approval.

Board to pay full costs of admission and other reasonable expenses incurred in connection with any workshops, seminars, conferences, in-service training sessions, or other such sessions which have been approved. Said employee 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.

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

C. Professional Dues

The Board agrees to pay the annual cost of membership for employees to the New Jersey Principals and Supervisors Association (“NJPSA”) or one other professional organization of the employee's choice.

ARTICLE XIV

INSURANCE PROTECTION

A. Health Benefits

The Board will pay the premium for the full coverage for full-time employees covered by this Contract and 100% for dependents coverage under the State Employees' Health Benefits Program or equivalent program (currently Aetna

US Healthcare plans Patriot V, X, or Premier), matching the same terms and conditions as the teacher contract.

B. Prescription

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. The prescription plan co-pay shall be as follows:

	<u>Year 1</u>	<u>Year 2</u>	<u>Year 3</u>
Mail Order	0	0	0
Generic	\$10	\$20	\$20
Brand Name	\$20	\$25	\$25

C. Dental

The Board shall provide a dental plan for the employee and his/her dependents at Board expense. The plan shall include 80/20 and \$1200.00 maximum per individual and children's orthodontics.

D. Buy Back of Medical, Prescription, and/or Dental Benefits

Employees eligible for the medical, prescription, or dental program may elect to take no such coverage in any of the three programs for one year, subject to required documentation provided to the Board. The employee shall receive a payment in lieu of coverage as follows:

	<u>SY06-09</u>
Health	
Family Coverage	\$3,000
Single Coverage	\$1,250
Parent/Child Coverage	\$2,500
Husband/Wife Coverage	\$2,500
Prescription	\$650
Dental	\$325

Payment shall be made 50% after having not had coverage for six months, and the other 50% after 12 months. Typically these dates would be on or before July 15 and January 15.

The employee makes the election by completing an Application for Waiver of Insurance Coverage form, available in the business office and due May 30 each year.

An employee who elects not to take such coverage in any of the three programs may re-enroll during the open enrollment period (July). Employees may, in certain circumstances, be allowed to re-enter the program(s) at other times subject to carrier determination. These circumstances may include marriage, divorce, death of an employee's spouse or child, birth or adoption of an employee's child, the termination of employment of the employee's spouse, a change in employment status from full-time to part-time (or vice versa) by the employee or the employee's spouse, the taking of an unpaid leave of absence by either the employee or the employee's spouse, or a significant change in the employee's health benefits coverage or the coverage related to the spouse's employment.

If an employee has elected to take no such coverage(s) and dies during the year, a payment shall be made to his/her estate on a prorated amount based upon the time elapsed in the coverage period.

E. Hours Needed for Benefits

An employee must regularly work at least 40 hours per week, excluding summer hours, to be eligible for the above benefits.

ARTICLE XV

PROTECTION OF EMPLOYEE PROPERTY

It is the intent of the Board that employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being. Worker and Community Right to Know Act NJSA 34:5A-1 and Public Employee and Occupational Safety and Health Act NJSA 34:6A-25 are hereby noted and available on request to any staff member. In the event of any disorder or disruption in the regular school program, the Association shall have the right to meet with

the Administration to discuss the safety of students, employees, and property. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor. Such notifications shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee 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 employee, the police, and the courts.

A. Reimbursement for Personal Property Damage

Employees shall be reimbursed for damage to personal property arising out of the discharge of their duties while on school premises or while attending functions for school related purposes. Employees must notify their immediate supervisor in the case of incidents involving personal property damage within one day of the occurrence. This supervisor must then report, in writing, to the Assistant Superintendent/School Business Administrator within three

days of the occurrence. A claim for damages must accurately locate and describe the defect or act that caused the injury, reasonably describe the injury or damage to the property and state the time when it occurred, contain the item of damages claimed, with any receipts or appraisals, and be verified by the claimant or an agent of the claimant. All claims for reimbursement must be approved by the Superintendent and/or the Board.

ARTICLE XVI

SALARIES

A. Salaries

The salaries of all employees covered by this Agreement are set forth in the attached Salary Guide and made a part hereof. The Board shall issue paychecks payable twice monthly on the 15th and 30th of each month. When a payday falls on a weekend, holiday, or vacation, employees shall receive their paychecks on the last previous working day.

B. Service Credit

An increment will not be granted to those who do not have the following minimum days of service for the preceding year:

12 month contract 108 days*

*Exclusive of sick, personal, and unpaid leave.

ARTICLE XVII

GCVTPSA SALARY GUIDE

The Board and GCVTPSA agree to the following guide for starting salaries for new employees covered under this Agreement:

Principals - range from \$70,000 to \$90,000

Director Level I/
Supervisor - range from \$65,000 to \$85,000

(to include the Director of Secondary Education, Director of Buildings and Grounds, Director of CST/Guidance (June 2007), Supervisor of Child Study Team, and Supervisor of Guidance.)

Assistant Principals - range from \$60,000 to \$80,000

Director Level II - range from \$55,000 to \$75,000

- A. Salaries will increase 4.5% for each of the first two years of the term of the contract and 4.25% for the third year of the contract.

ARTICLE XVIII

LONGEVITY

Through the life of the contract, the salary guide provides for longevity increments for members of the GCVTPSA as follows:

\$350 after three (3) years in District

\$400 after five (5) years in District

\$450 after ten (10) years in District

\$500 after fifteen (15) years in District

4 - 350

8 - 750

12 - 1200

5 - 350

9 - 750

13 - 1200

6 - 750

10 - 750

14 - 1200

7 - 750

11 - 1200

15 - 1200

16 & up - 1700

- Grandfather existing staff with three-year longevity.

Anyone employed after July 1, 2006, will not be eligible for longevity until after the fifth year.

ARTICLE XIX

MISCELLANEOUS PROVISIONS

A. Length of Work Day

Each employee shall work no more than forty (40) hours total per week from September 1 through June 30, and no more than thirty-five (35) hours total per week from July 1 through the next to last week in August. However, each employee may be required to work additional hours with no additional remuneration for such occasions as, but not to be limited to, Open House, Back-to-School Night, Parent Information Sessions, Graduation, and others not exceeding eight (8) occasions. Assignments of additional duties, such as student dances, proms, etc., where a certified administrator/supervisor is required to be present, he/she shall be compensated at the employee's regular rate of pay or the employee will be provided with flex time.

B. Notice

B. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so, in writing, to the following address:

1. If by Association, to Board at:

GLOUCESTER COUNTY VOCATIONAL-TECHNICAL
SCHOOL DISTRICT
PRESIDENT, BOARD OF EDUCATION
1360 Tanyard Road
Sewell, NJ 08080

2. If by the Board, to Association at:

GLOUCESTER COUNTY VOCATIONAL TECHNICAL
PRINCIPALS & SUPERVISORS ASSOCIATION
PRESIDENT
1360 Tanyard Road
Sewell, NJ 08080

ARTICLE XX

LEGALITY OF AGREEMENT

This Agreement incorporates the complete and final understanding and settlement by the parties of all 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.

If any provision of this Article is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be void, for all provisions not affected thereby shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by the respective secretaries.

By Gloucester County Vocational-Technical
Principals & Supervisors Association _____

By _____ President

By _____ Secretary

Date

By Gloucester County Vocational-Technical School District
Board of Education _____

By _____ President

By _____ Secretary

Date

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