

A G R E E M E N T

between

THE VOCATIONAL BOARD OF EDUCATION OF
THE COUNTY OF ATLANTIC *County Vocational*
Board of Education

-and-

THE ATLANTIC COUNTY VOCATIONAL
TECHNICAL SCHOOL EDUCATION ASSOCIATION

X JULY 1, 1980 through JUNE 30, 1982

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PREAMBLE

THIS AGREEMENT entered into this 23rd day of February , 1981, by and between THE VOCATIONAL BOARD OF EDUCATION OF THE COUNTY OF ATLANTIC, THE STATE OF NEW JERSEY, hereinafter called the "Board", and the ATLANTIC COUNTY VOCATIONAL TECHNICAL SCHOOL EDUCATION ASSOCIATION, hereinafter called the "Association".

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all certified personnel under contract or on leave and all non-certified personnel under contract, on leave or presently employed.

Included - All certified teaching personnel, secretaries, clerical workers, data processing employees, maintenance workers, custodians, toolroom employees, security employees, cafeteria workers and bus drivers.

Excluded - Principals, assistant principals, apprentice coordinators, directors, supervisors who are responsible for evaluation or supervision of others, secretary to the Director (Chief School Administrator), secretary to the Board Secretary/ Business Manager and all other personnel.

B. A part time employee covered under this Agreement is determined as a person working a minimum of twenty (20) hours per week.

C. In the event there is a disagreement between the parties as to the inclusion or exclusion of personnel from the coverage of this Agreement, and the parties are unable to resolve same, the matter shall be promptly referred to the Public Employment Relations Commission for the resolution of the dispute.

D. All uses of singular gender shall include plural and all uses of masculine shall include feminine as appropriate.

ARTICLE II

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in good faith effort to reach agreement on all matters concerning the negotiable terms and conditions of employment of employees. Every effort shall be made to begin negotiations not later than the time prescribed by the rules and regulations or applicable statutes. Any agreement so negotiated shall apply to all employees, be reduced to writing, be adopted and signed by the Board and the Association.

B. MODIFICATION

This Agreement may be modified wholly or in part at any time by the parties by an instrument in writing duly executed by both parties.

C. NEGOTIATING TEAM AUTHORITY

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

ARTICLE III

ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

A. INFORMATION

The Board agrees to furnish the Association President copies of the Board Minutes of the public Board meetings and access to all public documents referred to therein.

B. RELEASED TIME FOR MEETINGS

Whenever any representative of the Association or any teacher participates during working hours in negotiations or grievance proceedings, with the consent of the Director, he shall suffer no loss in pay.

C. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the right to use school buildings at times that will not interfere with school activities or programs. Written request for use of school buildings shall be made to the principal twenty-four (24) hours in advance of the time of such meetings and the principal shall assign the place of all such meetings.

D. USE OF SCHOOL EQUIPMENT

Qualified operators only of this unit shall have the right to use school facilities and equipment, including only typewriters, duplicating equipment, calculating machines, audio-visual equipment, mailboxes, bulletin boards and telephones for local, non-toll calls. In addition, qualified operators only of this unit upon specific authorization by the principal or his designated representative may

Association Rights, Privileges
and Responsibilities (continued)

use offset press and ancillary machines, dark room equipment, micro-computer and the public address system at times and places designated by the principal when such is not otherwise in use. The Association agrees to pay for supplies and be liable for any damage to equipment. All equipment shall be used on school premises.

E. ORIENTATION PROGRAMS

During orientation meetings at the beginning of the school year, the Association, if it so requests in writing, shall be provided with a reasonable period of time at a time mutually agreeable to the Association and the principal, for Association business.

F. ASSOCIATION RESPONSIBILITIES

The Association shall be responsible for acquainting its members with the provisions of the Agreement, and shall take all reasonable steps to insure the adherence to the provisions of this Agreement by its members during the life of this Agreement.

G. RELEASE TIME FOR ASSOCIATION PRESIDENT

The Board shall provide up to two (2) hours per week of released time to the Association President to perform his function as Association President in the enforcement of this Agreement.

The Association President shall notify the Director in advance of his intention to utilize this time. Class coverage will be the responsibility of the Association.

ARTICLE IV

BOARD RIGHTS AND RESPONSIBILITIES

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey and of the United States.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and the authority under R.S. 18:A, School Laws of New Jersey, or any other national, state or county district or local laws or regulations as they pertain to education.

ARTICLE V

GRIEVANCE PROCEDURE PROFESSIONAL STAFF

A. DEFINITIONS

1. GRIEVANCE

A grievance is a claim or complaint by a member of the professional staff or the Association based upon an alleged misinterpretation or misapplication of this Agreement, Administrative decision or policies of the Board of Education related to terms and conditions of employment. Non-reappointment of non-tenured members of the professional staff will not be a subject of a grievance.

2. GRIEVANT

A grievant is the person or persons or the Association making the claim.

3. PARTY IN INTEREST

A party in interest is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against whom action may be taken in order to resolve the claim.

B. PURPOSE

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

C. PROCEDURE

1. TIME LIMITS

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. LEVEL 1

A teacher with a grievance shall first discuss it with his principal or immediate superior within fifteen (15) school days of the alleged act with the objective of resolving the matter informally. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party, he shall set forth his complaint in writing to the principal or immediate superior. Said administrator shall communicate his decision to the aggrieved party in writing within seven (7) school days of the receipt of the written complaint.

3. LEVEL 2

If the aggrieved party is not satisfied with the disposition of his grievance at Level 1, or if no decision has been rendered within seven (7) school days thereafter, the grievant shall prepare a letter to simply and concisely state the grievance and contain a statement of the relief sought. The grievant or the Association shall refer said letter to the Board's Chief School Administrator within seven (7) school days thereafter.

The Chief School Administrator will attempt to resolve the grievance as expeditiously as possible, but within a period not to exceed ten (10) school days. The Chief School Administrator shall communicate his decision in writing along with supporting reasons, to the aggrieved party and the principal.

4. LEVEL 3

If the aggrieved party is not satisfied with the disposition of his grievance at Level 2, or no decision has been reached within ten (10) school days, within fifteen (15) school days thereafter the grievance may be referred to the Board of Education, in writing, through their secretary, for further consideration. If no satisfaction by mutual agreement is realized within forty (40) calendar days thereafter, the grievance within twelve (12) school days may be submitted to arbitration by the written request of the Association or the grievant. Copies of such request shall be sent to all parties in interest.

5. LEVEL 4

A. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of

arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

B. The arbitrator so selected shall issue his decision and award in compliance with the rules and regulations of the appointing agency. The arbitrator's decision shall be in writing and shall set forth his findings of fact and law, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory on the parties.

C. The fees and all expenses of the arbitrator, including but not limited to the transcript, shall be shared by the Board and the Association.

D. RIGHTS OF TEACHERS TO REPRESENTATION

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, his designee, the Association or any combination thereof.

2. No reprisals of any kind shall be taken by the Board, any member of the Administration, the Association or any representative of the Association, against any individual for participation or failure to participate in the grievance procedure.

E. MISCELLANEOUS

1. GROUP GRIEVANCE

A grievance arising on the same factual situation, affecting more than a single individual, which cannot be resolved at the principal's level, may be entered and processed directly at Level 2 of the grievance procedure.

2. SEPARATE GRIEVANCE FILE

Except for the final decision or disposition of the grievance, all documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file, and shall not be kept in the personnel file of any of the participants.

3. MEETINGS

All meetings under this procedure shall not be conducted in public and shall include only the parties in interest and their representatives. At the request of either party, witnesses shall be segregated or sequestered.

4. TIME LIMIT

A grievance may not be initiated at any level after thirty (30) days of the alleged act.

F. ADMINISTRATIVE DIRECTIONS AND REGULATIONS

It is the responsibility of personnel covered by Article I, to carry out administrative directions and regulations required by Board Policy, subject to the understanding that the grievance procedure shall be available under the terms specified in Article V, if it is felt that any such regulation is in conflict with the express terms of this Agreement.

ARTICLE VI

GRIEVANCE PROCEDURE
SUPPORTIVE STAFF

A. DEFINITIONS

1. GRIEVANCE

A grievance is a claim or complaint by a member of the supportive staff or the Association based upon an alleged misinterpretation or misapplication of this Agreement, administrative decision or policies of the Board of Education related to terms and conditions of employment. Non-reappointment of non-tenured members of the supportive staff will not be a subject of a grievance.

2. GRIEVANT

A grievant is the person or persons or the Association making the claim.

3. PARTY IN INTEREST

A party in interest is the person or persons making the claim and any person including the Association or the Board who might be required to take action or against whom action may be taken in order to resolve the claim.

B. PURPOSE

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

C. PROCEDURE

1. TIME LIMITS

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. In the instances of grievances filed by cafeteria personnel, bus drivers, custodial personnel, maintenance personnel, data processing personnel, security personnel, and all secretaries and clerks for above, the grievance procedure shall be as follows:

In the instances of grievances filed by secretaries and clerks other than those listed in C 2 above, and tool room attendants, the grievance procedure shall be the same; however, Level 2 shall be omitted and the grievance shall proceed from Level 1 directly to Level 3, as follows:

3. LEVEL 1

A member of the supportive staff with a grievance shall first discuss it with his/her principal or immediate superior within thirty (30) days of the alleged act with the objective of resolving the matter informally. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party, he/she shall set forth his/her complaint in writing to his/her immediate superior. Said superior shall communicate his/her decision to the aggrieved party in writing within seven (7) school days of the receipt of the written complaint.

4. LEVEL 2

If the aggrieved party is not satisfied with the disposition of his grievance at Level 1, or if no decision has been rendered within seven (7) school days thereafter, the grievant shall prepare a letter to simply and concisely state the grievance and contain a statement of the relief sought. The grievant or the Association shall refer said letter to the school business manager within seven (7) school days thereafter. The school business manager will attempt to resolve the grievance as expeditiously as possible, but within a period not to exceed ten (10) school days. The school business manager shall communicate his decision in writing along with supporting reasons, to the aggrieved party and the principal.

5. LEVEL 3

If the aggrieved party is not satisfied with the disposition of his grievance at the preceding Level, or if no decision has been rendered within ten (10) school days thereafter, the grievant shall prepare a letter to simply and concisely state the grievance and contain a statement of the relief sought. The grievant or the Association shall refer said letter to the Board's chief school administrator within seven (7) school days thereafter. The Chief school administrator will attempt to resolve the grievance as expeditiously as possible but within a period not to exceed ten (10) school days. The chief school administrator shall communicate his decision in writing along with supporting reasons to the aggrieved party and the business manager.

6. LEVEL 4

If the aggrieved party is not satisfied with the disposition of his grievance at Level 3, or no decision has been reached within ten (10) school days, thereafter, the grievance may be referred to the Board of Education, in writing, through the board secretary for further consideration. If no satisfaction by mutual agreement is realized within thirty (30) school days thereafter, the grievance will go to arbitration by the written request of the Association. Copies of such requests shall be sent to all parties in interest.

7. LEVEL 5

(a) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

(b) The arbitrator so selected shall issue his decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues have been submitted to him. The arbitrator's decision shall be in writing and

shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be advisory on the parties.

(c) The fees and expenses of the arbitrator shall be shared equally by the Board and the Association.

D. RIGHTS OF SUPPORTIVE STAFF MEMBERS TO REPRESENTATION

1. Supportive Staff and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, his designee, the Association or any combination thereof.

No reprisals of any kind shall be taken by the Board or any members of the administration or the Association against any party in interest or any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. Group Grievance

If an alleged grievance is one which cannot be resolved at the appropriate level, the grievance may be entered and processed directly at Level 2 of the Grievance Procedure.

2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Meetings

All meetings under this procedure shall not be conducted in public and shall include only such parties in interest and their representatives.

4. Time Limit

A grievance may not be initiated at any level after thirty (30) days of the alleged act.

ARTICLE VII

SALARIES

A. The salary of each employee covered by this Agreement is set forth in Schedules A and B which are attached hereto and made a part hereof.

B. Pay days will be every other Friday. When a pay day falls on or during a school holiday, employees shall receive their paychecks on the last previous working day, except in emergency situations. In case of emergency situations, notification will be made as soon as practicable to the Association President.

C. Normal salary increments and salaries provided for in schedules A & B may be granted or withheld by the Board upon recommendation of the Director, as prescribed by law in Title 18:A. An employee may be advanced only one (1) step during one (1) year under this agreement.

D. Ten (10) month employees shall be employed from September 1 through June 30, prorated during their first year from the first day of continuous contract employment.

E. Twelve (12) month employees shall be employed from July 1 through June 30, prorated during their first year from the first day of continuous contract employment.

F. Twelve (12) month employees will receive 1.20 times the ten (10) month salary, plus vacation as granted by presently adopted board policy.

ARTICLE VIII

WORK YEAR AND HOURS PROFESSIONAL STAFF

A. The work year for ten (10) month certified personnel, exclusive of N.J.E.A. convention days, shall be as follows:

1. 1980-1981 190 days
2. 1981-1982 189 days

B. The normal work week shall consist of thirty-three and three quarter (33 3/4) hours excluding lunch time.

1. For hours worked beyond the normal work day, the professional employee shall receive \$9.00 an hour in 1980-81 and \$9.50 an hour in 1981-82. Said hours must be approved in advance by the Director.

ARTICLE IX

WORK DAY SUPPORTIVE STAFF

- A. The work day shall consist of the following:
1. 1980-81 - Cafeteria Employees - seven (7) hours, including a thirty (30) minute lunch break.
 2. 1981-82 - Cafeteria Employees - eight (8) hours, including a thirty (30) minute lunch break.
 3. All other employees - eight (8) hours, including a thirty (30) minute lunch break.
- B. All personnel shall receive two (2) fifteen (15) minute paid coffee breaks per day. Abuse of this privilege may result in disciplinary action to the individual.

ARTICLE X

OVERTIME SUPPORTIVE STAFF

A. All employees of the bargaining unit shall receive overtime in the amount of one and one-half (1 1/2) times their base rate of pay for each hour worked in excess of forty (40) hours per week.

B. Employees shall be expected to work a reasonable amount of overtime upon request.

C. The administration retains the right to assign overtime on an equitable basis, provided the employee has the ability to do the work.

D. In any week in which there is an authorized holiday, such holiday shall be granted as a normal work day in computing his compensation for overtime pay.

E. At the employee's option and with the Director or his designee's approval compensatory time at one and one half (1 1/2) times the hours worked will be granted in lieu of overtime pay.

ARTICLE XI

INSURANCE

A. During the lifetime of this Agreement, the Board shall continue to provide Blue Cross, Blue Shield, Major Medical and Rider J coverage for employees and their immediate families covered under this Agreement.

B. The Board reserves the right to change insurance carriers, so long as substantially similar benefits are provided.

C. Effective with the 1980-81 school year, the Board shall contribute a sum, not to exceed Seventy-Five (\$75.00) Dollars per annum per insured towards the premium for a "One (\$1.00) Dollar co-pay no contraceptives" prescription insurance plan for employees and their immediate families covered under this Agreement.

D. Effective July 1, 1981, the Board shall contribute a sum not to exceed twenty-five (\$25) dollar (single coverage) or forty-two (\$42) dollar (family) per insured towards the premium for optical insurance.

ARTICLE XII

PERSONAL LEAVE

A. PERSONAL BUSINESS DAYS

1. Employees covered under this Agreement shall be allowed three (3) days of personal business leave annually with the approval of the Director. Such leave shall be non-accumulative. The form for requesting such leave shall contain a list of possible reasons for which such leave may be taken, as follows:

- a. Religious ceremony involving child or grandchild.
- b. Marriage of a member of the employee's immediate household.
- c. Graduation of a child, spouse or self.
- d. House closing
- e. Religious holiday
- f. Birth of a child to spouse or to a child of employee.
- g. Comprehensive examinations for a degree.
- h. Visitation at a college to which an employee or child of the employee is contemplating attending.
- i. Emergency, such as fire, flood, robbery at home.
- j. Death other than immediate family.
- k. Other for which a specific reason must be given and which shall be subject to approval at sole discretion of Director.

2. A personal business day application shall, except in cases of emergency, be made at least five (5) school days prior to the personal day to be taken.

Personal Leave (continued)

3. The employee making his application for personal business leave must indicate which of the aforementioned alphabetized reasons for which the day is being taken.

4. The application form shall contain a specific acknowledgment by the employee that personal leave may not be taken for the purpose of recreation.

B. PERSONAL LEAVE FOR ILLNESS IN THE IMMEDIATE FAMILY

1. Five (5) non-consecutive days leave may be used for reason of illness in the employee's immediate family.

C. AGGREGATE USE OF PERSONAL LEAVE

1. In no event shall the combined number of personal leave days set forth in this Article exceed six (6) annually.

2. Additional time may be granted at the sole discretion of the Director for emergency purposes.

ARTICLE XIII

FUNERAL LEAVE

A. DEATH IN THE IMMEDIATE FAMILY

Each employee shall be entitled to bereavement leave of five (5) school days from the date of the funeral or date of death in the employee's immediate family. For the purposes of this Article, immediate family is defined as spouse, parent, child, brother, sister, mother-in-law or father-in-law, or other relative residing in the immediate household.

ARTICLE XIV

DUES DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its employees duly designated membership dues or Agency fee for the Atlantic County Vocational Technical School Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education.

B. The Association shall certify to the Board, in writing, prior to August 1, the current rate of membership dues for the coming school year.

C. The Association will secure the signatures of its members on payroll deduction forms and deliver the signed forms to the Board. Any such written authorization may be withdrawn by an employee by his filing a notice of withdrawal with the Board. The filing of said notice of withdrawal shall be effective to halt deducts as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

D. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards furnished by the Association or its representatives.

ARTICLE XV

VACATIONS

A. All twelve (12) month employees shall be entitled to twelve (12) vacation days per year, to be accrued at the rate of one (1) day per month, to be credited after June 30th of each year.

B. After the third (3rd) full year of employment, each twelve (12) month employee shall receive three (3) additional days vacation, for a total of fifteen (15).

C. An employee who has completed six (6) months service, or more, prior to June 30th of a given year, may take accrued vacation after June 30th of that year. If the employee has not completed six (6) months service by June 30th, the employee shall not be eligible to take his/her vacation until after the following June 30th.

D. Employees may accumulate their vacations beyond August 1st of any year, to a maximum of two (2) years worth of earned vacation, upon written notice to the Director, stating the reasons therefore, and upon the written approval of the Director.

E. Employees who have accrued vacation shall receive pay for such accrued vacation that has not been taken, upon their termination.

ARTICLE XVI

HOLIDAYS SUPPORTIVE STAFF

A. Twelve (12) month employees shall receive paid holidays during this contract period in accordance with the school calendar.

B. Security Personnel shall be entitled to compensatory time off, or pay in lieu thereof, in accordance with the school calendar, at the rate of double their base hourly rate, at the Director's discretion for holidays worked.

C. All employees shall also be entitled to the following holiday with pay.

1. The Friday after Thanksgiving
2. The Monday after Easter Sunday if school is closed for students.

D. Secretaries, toolroom employees, security employees, bus drivers, clerical workers, data processing personnel, custodians and maintenance personnel, shall be entitled 1/2 day as a holiday on December 24 and December 31st as holidays, if school is closed for students. Effective 1981-82 the Supportive Staff shall receive December 24 and December 31st as fully paid holidays, if school is closed for students.

E. During school closings, the Director, in his sole discretion, may approve covering the school offices by a reduced staff on a rotational schedule, if the workload permits. Days granted under this paragraph shall not be charged against the employees sick days, holidays, vacation, etc.

F. Cafeteria employees work the same school year as ten (10) month teachers.

ARTICLE XVII
EMPLOYMENT PROCEDURES

A. Each employee shall be placed on his proper step of the salary schedule as of the beginning of the 1980-81 school year. Any employee employed prior to February 1st of any school year shall be deemed to have the requisite amount of service to be eligible for the next increment step for the following year.

ARTICLE XVIII

SICK LEAVE

A. Ten (10) month employees shall be entitled to ten (10) sick days per year.

B. Twelve (12) month employees shall be entitled to twelve (12) sick days per year.

C. Unused sick days may accumulate from year to year with no limitations.

D. Employees shall be notified at least once annually of unused days that they have accumulated.

E. After fifteen (15) years continuous service in the District, upon retirement the Professional Staff will receive Ten (\$10) Dollars a day, the Supportive Staff shall receive Eight (\$8.00) Dollars a day and Cafeteria Employees Six (\$6.00) Dollars a day for unused accumulated sick days.

ARTICLE XIX

NOTICE OF TERMINATION - SUPPORTIVE EMPLOYEES

A) All non-tenured employees must give at least two (2) weeks written notice before leaving their position. Should an employee fail to give such notice he will forfeit eligibility for any benefits conferred by this Agreement.

B) The Board shall give two (2) weeks notice prior to terminating an non-tenured employee except if the employee commits a major violation. The determination as to whether an employee commits a major violation shall be in the sole discretion of the Director.

ARTICLE XX

SNOW DAYS

1. Cafeteria workers will not be required to report to work if students are not required to report to school.
2. Secretaries will be required to report to work unless notified by their immediate supervisor.

ARTICLE XXI

NON-DISCRIMINATION

A. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is not discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex or marital status.

B. The Board and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Board or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE XXII

MAINTENANCE OF WORK OPERATIONS

A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will it authorize or condone any of its members taking part in any strike, (i.e., the concerted failure to report for duty or willful absence of any employee from his position, or stoppage of work, or absence in whole or in part, from the full, faithful and proper performance of the employees' duties of employment), work stoppage, slow-down, walk-out or other illegal job action against the Board. The Association agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slow-down, walk-out or job action during the term of this Agreement, it is covenanted and agreed that participation in any such activity by any Association member may be deemed grounds for termination of employment of such employee or employees.

C. The Association agrees that it will make every reasonable effort to prevent its members from participating in any strike, work stoppage, slow-down, or other illegal activity aforementioned or supporting any such activity by any other employee or group of employees of the Board during the term of this Agreement.

D. Nothing contained in this Agreement shall be construed to limit or to restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages, or both, in the event of such breach by the Association.

ARTICLE XXIII

MISCELLANEOUS

A. PROFESSIONAL MEETINGS

Employees may be granted time at no loss of pay for attendance at professional meetings which have been approved at the sole discretion of the Director prior to the date of the meeting. Normally, the request for attendance at such meetings must be made fifteen (15) calendar days prior to the date of the meeting and such fifteen (15) day period may be waived only by the Director and a report must be submitted on such meetings within ten (10) calendar days after attendance at such meetings.

The intent of this section shall not be construed to exclude any rights granted by law under 18:A 31-2.

B. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

Any individual contract between the Board and an individual teacher or supportive staff member, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If the individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.

C. PRINTING AGREEMENT

Copies of this Agreement shall be reproduced by the Board after agreement within the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented all teachers and supportive staff members now employed or hereafter employed during the duration of the Agreement. Expense of reproduction of the Agreement will be shared equally.

D. MILEAGE REIMBURSEMENT

Effective February 1, 1981, employees covered under this Agreement shall be reimbursed at the rate of twenty (\$.20) cents per mile, for use of their personal automobiles on approved school business.

E. FACULTY MEETINGS

Faculty or staff meetings shall, except in an emergency, be limited to ten (10) per year, shall not exceed one (1) hour in duration, and shall be scheduled on seven (7) days notice.

ARTICLE XX IV

POSTING OF VACANCIES

A. The Administration shall deliver to the Association and post in the main office of Building No. 1, a list of known budgeted vacancies which shall occur within the bargaining unit during the following school year.

ARTICLE XXV

RECALL RIGHTS - SUPPORTIVE STAFF

A. In the event of a lay-off for economic reasons, or lack of work, the last employee to be laid off shall be the first to be recalled, provided the job for which the employee is being recalled is within his or her classification.

B. In order to be eligible for recall, an employee must respond to the Board's offer of re-employment within five (5) working days from receipt thereof.

C. Laid off employees shall remain on a "Recall List" for a period equal to their last period of employment up to a maximum of one (1) year only.

D. The Board shall notify laid off employees of the potential re-call by certified letter, delivered to the employees' last known address.

SABBATICAL LEAVE

A. PURPOSE

A sabbatical leave may be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system. Such leave may be granted for full time study in an approved program providing training toward the goals of the employee related to his employment with Atlantic County Vocational School.

B. CONDITIONS

Sabbatical leave shall be granted, subject to the following conditions:

1. Only one employee may be granted sabbatical leave at any one time.
2. Requests for sabbatical leave must be received by the Director in writing in such form as may be mutually agreed on by the Association and the Director, no later than January 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.
3. The teacher has completed at least seven (7) full years of service in the School District.

4. The employee shall be entitled to half pay for a full year or full pay for a half year and must return to employment with the Atlantic County Vocational School for a minimum of two (2) years immediately following the term of the Sabbatical leave. If circumstances should prevent two (2) years of service following such leave, the employee must return fifty (50%) percent of the salary for Sabbatical year. If an employee dies the estate shall not be responsible for payment. If the employee suffers an extended illness, there shall be no repayment as long as the employee returns after said illness for two (2) years.

5. Upon return from Sabbatical leave, a teacher shall be placed on the salary schedule at the same level preceding the Sabbatical unless such leave was for a period of one-half (1/2) year or less.

ARTICLE XXVII

SEPARABILITY AND SAVINGS

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 and applications shall continue to be in full force and effect.

ARTICLE XXVIII

FULLY-BARGAINED AGREEMENT

A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of 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 parties at the time they negotiated or signed this Agreement.

ARTICLE XXIX

AGENCY SHOP

A. Effective March 1, 1981, all new employees within the bargaining unit are subject to the provisions of this Article and the Board of Education agrees to deduct not less than the fair share fee (Agency Fee) from the earnings of those employees and transmit the fee to the majority representative. However, those current employees not paying Association dues or the Agency Fee are exempt from the provisions of this Article if the employee so chooses. Employees currently paying Association dues shall continue to pay not less than the Agency Fee.

B. The deduction shall commence for each employee who elects not to become a member of the Union during the month following written notice from the Union of the amount of the fair share assessment. A copy of the written notice of the amount of the fair share assessment must also be furnished to the New Jersey Public Employment Relations Commission.

C. The fair share fee for services rendered by the Union shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Union, less the cost of benefits financed through the dues and available only to members of the Union, but in no event shall the fee exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

D. The sum representing the fair share fee shall not reflect the costs of financial support of political causes of candidates, except to the extent that it is necessary for the Union to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents advances in wages, hours, and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board of Education.

E. Prior to January 1st and July 31st of each year, the Union shall provide advance written notice to the New Jersey Public Employment Relations Commission, the Board of Education, and to all employees within the unit the information necessary to compute the fair share fee for services enumerated above.

F. The Union shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Union. This appeal procedure shall in no way involve the Board of Education or require the Board of Education to take any action other than to hold the fee in escrow pending resolution of the appeal.

G. The Union shall indemnify, defend, and save the Board of Education harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board of Education in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Union to the Board of Education, or in reliance upon the official notification on the letterhead of the Union and signed by the President of the Union, advising of such changed deduction.


ARTICLE XXX

DURATION

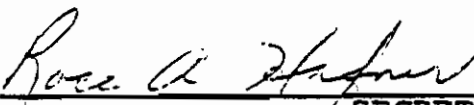
A. This Agreement shall be in full force and effect as of July 1, 1980, and shall remain in effect to and including June 30, 1982, without any reopening date, subject to the Association's right to negotiate a successor Agreement.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their respective seals to be placed hereon.

ATLANTIC COUNTY VOCATIONAL EDUCATION ASSOCIATION



PRESIDENT





SECRETARY

DATE ADOPTED 2-27-81

Duration (continued)

BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS
IN THE COUNTY OF ATLANTIC


PRESIDENT


SECRETARY

DATE ADOPTED February 23, 1981

1980-1981 SALARY GUIDE

STEP	1A CERT	1B - 70+	1C - 100+	DEGREE 2	DEGREE 3
()					
(2)	11,371	11,585	11,799	12,040	12,601
(3)	11,864	12,078	12,292	12,533	13,094
(4)	12,357	12,571	12,785	13,026	13,587
(5)	12,850	13,064	13,278	13,519	14,080
(6)	13,343	13,557	13,771	14,012	14,573
(7)	13,836	14,050	14,264	14,505	15,066
(8)	14,329	14,543	14,757	14,998	15,559
(9)	14,822	15,036	15,250	15,491	16,052
(10)	15,315	15,529	15,743	15,984	16,545
(11)	15,808	16,022	16,236	16,477	17,038
(12)	16,301	16,515	16,729	16,970	17,531
(13)	16,794	17,008	17,222	17,463	18,024
(14)	17,287	17,501	17,715	17,956	18,517
(15)	17,780	17,994	18,208	18,449	19,010
(16)	18,273	18,487	18,701	18,942	19,503
(17)	18,766	18,980	19,194	19,435	19,996
STEP	1A CERT	1B - 70+	1C - 100+	DEGREE 2	MASTERS

STEP	1A CERT	1B - 70+	1C - 100+	DEGREE 2	MASTERS 3
(1)					
(2)	12,409	12,623	12,837	13,078	13,639
(3)	12,911	13,125	13,339	13,580	14,141
(4)	13,413	13,627	13,841	14,082	14,643
(5)	13,915	14,129	14,343	14,584	15,145
(6)	14,417	14,631	14,845	15,086	15,647
(7)	14,919	15,133	15,347	15,588	16,149
(8)	15,421	15,635	15,849	16,090	16,651
(9)	15,923	16,137	16,351	16,592	17,153
(10)	16,425	16,639	16,853	17,094	17,655
(11)	16,927	17,141	17,355	17,596	18,157
(12)	17,429	17,643	17,857	18,098	18,659
(13)	17,931	18,145	18,359	18,600	19,161
(14)	18,433	18,647	18,861	19,102	19,663
(15)	18,935	19,149	19,363	19,604	20,165
(16)	19,437	19,651	19,865	20,106	20,667
(17)	19,939	20,153	20,367	20,608	21,169
STEP	1A CERT	1B - 70+	1C - 100+	DEGREE 2	MASTERS 3

1980-81

ATLANTIC COUNTY AREA VOCATIONAL-TECHNICAL SCHOOL
SUPPORTIVE ASSOCIATION SALARY GUIDE

	(A) TOOL ROOM CUSTODIANS MAINT. HELP	(B) MAINTENANCE MECHANIC	(D) ADMINISTRATIVE SECRETARY	(G) SECRETARY KEY PUNCH/ OPERATOR	(H) PROGRAMMER OPERATOR
1.	6,691	11,926	6,825	6,304	11,277
2.	7,018	12,255	7,218	6,696	11,670
3.	7,345	12,584	7,611	7,088	12,063
4.	7,672	12,913	8,004	7,480	12,456
5.	7,999	13,242	8,397	7,872	12,849
6.	8,326	13,571	8,790	8,264	13,242
7.	8,653	13,900	9,183	8,656	13,635
8.	8,980	14,229	9,576	9,048	14,028
9.	9,307	14,558	9,969	9,440	14,421
10.	9,634	14,887	10,362	9,832	14,814
11.	9,961	15,216	10,755	10,224	15,207

	(I) CAFETERIA AIDE CASHIER (7 HR POSITION) (10 MONTH)	(J) DISHWASHER (7 HR POSITION) (10 MONTH)
1.	5,269	4,479
2.	5,530	4,741
3.	5,797	5,003
4.	6,052	5,265
5.	6,313	5,527
6.	6,524	5,789
7.	6,835	6,051
8.	7,096	6,313
9.	7,096	6,575
10.	7,618	6,837
11.	7,879	7,099

1981-82
ATLANTIC COUNTY AREA VOCATIONAL-TECHNICAL SCHOOL
SUPPORTIVE ASSOCIATION SALARY GUIDE

	(A) TOOL ROOM CUSTODIANS MAINT. HELP	(B) MAINTENANCE MECHANIC	(D) ADMINISTRATIVE SECRETARY	(G) SECRETARY KEY PUNCH/ OPERATOR	(H) PROGRAMMER OPERATOR
1.	7,012	12,777	7,086	6,515	11,991
2.	7,372	13,139	7,519	6,946	12,424
3.	7,732	13,501	7,952	7,377	12,857
4.	8,092	13,864	8,385	7,809	13,290
5.	8,452	14,226	8,818	8,241	13,723
6.	8,812	14,589	9,251	8,673	14,156
7.	9,173	14,951	9,684	9,104	14,589
8.	9,533	15,314	10,117	9,536	15,002
9.	9,893	15,676	10,550	9,968	15,455
10.	10,254	16,039	10,983	10,400	15,888
11.	10,614	16,401	11,416	10,832	16,321
12.	10,974	16,763	11,844	11,264	16,754

	(I) CAFETERIA AIDE CASHIER (10 MONTH)	(J) DISHWASHER (10 MONTH)
1.	6,294	5,301
2.	6,622	5,630
3.	6,950	5,959
4.	7,278	6,288
5.	7,606	6,617
6.	7,934	6,946
7.	8,262	7,275
8.	8,590	7,605
9.	8,918	7,934
10.	9,246	8,264
11.	9,575	8,593
12.	9,903	8,922