

**AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION OF  
THE SPECIAL SERVICES SCHOOL DISTRICT  
AND THE  
VOCATIONAL SCHOOL DISTRICT OF THE  
COUNTY OF GLOUCESTER**

**AND**

**GLOUCESTER COUNTY VOCATIONAL-  
TECHNICAL EDUCATION ASSOCIATION**

**JULY 1, 2018 – JUNE 30, 2021**

TABLE OF CONTENTS

<b>PREAMBLE</b> .....	1
<b>ARTICLE I</b> .....	1
<b>RECOGNITION</b> .....	1
<b>ARTICLE II</b> .....	1
<b>NEGOTIATION PROCEDURE</b> .....	1
<b>ARTICLE III</b> .....	2
<b>BOARD RIGHTS</b> .....	2
<b>ARTICLE IV</b> .....	2
<b>ASSOCIATION RIGHTS, PRIVILEGES AND</b> .....	2
<b>RESPONSIBILITIES</b> .....	2
A. Release Time .....	2
B. Use of Building .....	2
C. Use of Equipment.....	3
D. Bulletin Boards .....	3
E. Use of School Mail.....	3
F. Association Office.....	3
G. Association President .....	3
<b>ARTICLE V</b> .....	3
<b>EMPLOYEE RIGHTS</b> .....	3
A. Rights Protection in Representation.....	3
B. Statutory Savings Clause.....	4
C. Just Cause .....	4
D. Association Identification .....	4
E. Required Meetings or Hearings .....	4
F. Code of Ethics.....	4
G. Full Rights of Citizenship .....	4
H. Personnel Records .....	5
<b>ARTICLE VI</b> .....	5
<b>GRIEVANCE PROCEDURE</b> .....	5
A. Definition .....	5
B. Procedure.....	5
C. Time Limits.....	6
D. Flow Chart of Grievance Procedure .....	6
<b>ARTICLE VII</b> .....	7
<b>EMPLOYMENT</b> .....	7
A. Residency Requirement .....	7
B. Military Service.....	7
C. Certification .....	7
D. Notification .....	8
E. Retirement.....	8
F. Pre-R.I.F. Conference.....	8
G. Custodial Seniority, Lay Off and Recall .....	8
H. Work Location - Reduction in Force.....	8
I. Vacancy for Employment Recall .....	8
J. Notice of Employment Recall .....	8
K. Seniority on Employment Recall .....	9
L. Provisions Applicable to Non-Tenured Employees .....	9
<b>ARTICLE VIII</b> .....	9
<b>TEACHER ASSIGNMENT</b> .....	9

Notification .....	9
A. Date for Presently Employed Teachers .....	9
B. New Teachers .....	9
C. Revisions .....	9
D. Transfers .....	9
<b>ARTICLE IX .....</b>	<b>10</b>
<b>NEW POSITIONS .....</b>	<b>10</b>
A. Positions Included .....	10
1. Date of Posting .....	10
2. Application Procedure .....	10
B. Criteria for Notice .....	10
C. Applications .....	10
<b>ARTICLE X .....</b>	<b>10</b>
<b>PROFESSIONAL DEVELOPMENT AND .....</b>	<b>10</b>
<b>EDUCATIONAL IMPROVEMENT - TEACHERS .....</b>	<b>10</b>
A. Professional Development .....	10
B. Compensation .....	10
C. In-Service Programs .....	11
<b>ARTICLE XI .....</b>	<b>11</b>
<b>INSTRUCTOR EVALUATION .....</b>	<b>11</b>
A. General Criteria .....	11
<b>ARTICLE XII .....</b>	<b>12</b>
<b>WORK SCHEDULES .....</b>	<b>12</b>
A. Teachers' Day .....	12
1. Check-In Procedure .....	12
2. Length of Day .....	12
3. Attendance .....	13
4. Lunch Periods .....	13
B. Custodians .....	13
C. Teacher Assistants .....	14
D. Support Staff .....	15
E. Technicians .....	15
<b>ARTICLE XIII .....</b>	<b>15</b>
<b>WORK YEAR .....</b>	<b>15</b>
A. In-School Work Year .....	15
B. Vacation Policy for Twelve (12) Month Employees .....	16
<b>ARTICLE XIV .....</b>	<b>17</b>
<b>PROTECTION OF ALL .....</b>	<b>17</b>
<b>EMPLOYEES, STUDENTS AND PROPERTY .....</b>	<b>17</b>
A. Right to Know .....	17
B. Assault to Employee .....	17
C. Check-In/Check-Out Procedures .....	17
<b>ARTICLE XV .....</b>	<b>18</b>
<b>EMPLOYEE MILEAGE .....</b>	<b>18</b>
<b>ARTICLE XVI .....</b>	<b>18</b>
<b>SICK LEAVE .....</b>	<b>18</b>
<b>ARTICLE XVII .....</b>	<b>19</b>
<b>UNPAID LEAVE OF ABSENCE .....</b>	<b>19</b>
<b>ARTICLE XVIII .....</b>	<b>20</b>

<b>TEMPORARY LEAVES OF ABSENCE</b> .....	20
A.    Bereavement Leave .....	20
B.    Personal Leave .....	20
<b>ARTICLE XIX</b> .....	21
<b>EXTENDED LEAVES OF ABSENCE</b> .....	21
1.    Military Leave.....	21
2.    Leave Under the Federal Family Medical Leave Act and/or New Jersey Family Leave Act.....	21
3.    Leave for Child Rearing/Adoption Purposes .....	22
4.    Leave to Care for Family Member with Serious Health Condition.....	22
5.    Educational Leave .....	22
<b>ARTICLE XX</b> .....	22
<b>PAY AND SALARY GUIDES</b> .....	22
A.    Salary .....	22
B.    Increments .....	23
C.    Salary Deductions .....	23
D.    Association Dues Payroll Deductions.....	23
E.    Longevity.....	24
F.    Coordinators.....	24
G.    Advisors .....	24
H.    Coaches.....	24
Coaches Driving to Practice/Matches/Meets/Games.....	25
I.    Black Seal/Shift Differentials.....	25
J.    Uniforms.....	25
<b>ARTICLE XXI</b> .....	26
<b>PLACEMENT ON GUIDE</b> .....	26
<b>ARTICLE XXII</b> .....	26
<b>BENEFIT ELIGIBILITY</b> .....	26
<b>ARTICLE XXIII</b> .....	26
<b>HEALTH BENEFITS</b> .....	26
A.    Health Benefits.....	26
B.    Medical Insurance .....	27
C.    Prescription Drug Benefits .....	27
D.    Dental Insurance .....	27
E.    Waiving Health Benefits.....	27
G.    Flexible Spending Account .....	27
<b>ARTICLE XXIV</b> .....	28
<b>EMPLOYMENT NOTIFICATION, RETURN NOTICE</b> .....	28
<b>ARTICLE XXV</b> .....	28
<b>MISCELLANEOUS PROVISIONS</b> .....	28
<b>ARTICLE XXVI</b> .....	28
<b>REPRESENTATION FEE</b> .....	28
A.    Purpose of Fee.....	28
B.    Amount of Fee.....	29
1.    Notification.....	29
2.    Legal Maximum.....	29
C.    Deduction and Transmission of Fee.....	29
1.    Notification.....	29
2.    Payroll Deduction Schedule .....	29
3.    Termination of Employment.....	29
4.    Mechanics .....	30
5.    Changes .....	30

6. New Employees ..... 30  
D. Indemnification ..... 30  
**ARTICLE XXVII** ..... 31  
**DURATION OF AGREEMENT** ..... 31  
A. Duration Period ..... 31  
B. Status of Incorporation..... 31

**PREAMBLE**

This Agreement is entered into this 1st day of July, 2018, by and between the Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester, hereinafter called the "Board" and Gloucester County Vocational-Technical Education Association, hereinafter called the "Association."

**ARTICLE I**

**RECOGNITION**

The Board of Education of the Special Services School District and the Vocational School District of the County of Gloucester hereby recognizes the Gloucester County Vocational-Technical Education Association as its sole and exclusive bargaining representative for the purpose of collective negotiations regarding terms and conditions of employment, for the employees in the unit, i.e., those who hold New Jersey teacher certification, Bachelor's or higher degree, or hold a regular or provisional vocational or technical certificate, and designated faculty, school nurses, licensed practical nurses, Aquatics and Food Service coordinators, guidance counselors, child study team members, support staff, custodial staff, maintenance technicians, other technicians, personal care aides, and classroom assistants (instructional and non-instructional), and providing that the above-mentioned employees agree to abide by the District Code of Ethics.

Unless otherwise indicated, the term "employee(s)," when used herein, shall refer to members of the Association.

**ARTICLE II**

**NEGOTIATION PROCEDURE**

On or before December 3 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 subject to the respective ratification procedures of the Board and the Association. Such ratification shall take place within 28 days of the date of the Agreement.

During this first meeting of negotiations, a calendar of negotiation meetings shall be established, a mutually acceptable place or places for the meetings shall be determined, as well as all details relative to negotiation procedures shall be settled by mutual consent.

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 District.

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 this Agreement.

The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement with any organization other than the Association for the duration of this Agreement.

#### Modification

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.

The Board and the Association each agree to pay one-half (1/2) of the cost of the final printing of a mutually agreed number of copies of this Agreement.

### **ARTICLE III BOARD RIGHTS**

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

### **ARTICLE IV ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES**

#### A. Release Time

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

#### B. Use of Building

1. The Association or its designees shall have the right to use the school building at all reasonable hours for meetings. The Principal of the building wing in which the meeting will take place will be notified in advance (48 hours) of the time and date of every meeting.

2. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations or instructional assignments.
- C. Use of Equipment  
The Association shall have the privilege of using school equipment with the written permission of the Principal for each occasion for use at the close of the regular school day when it is not being used for school purposes. The Principal shall respond to such requests within 24 hours. Permission shall not be unreasonably withheld. 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 the 100-wing Media Center, the 400-wing staff dining area, and Custodial area. The Association will also be assigned, by the principal, space on the bulletin board in the General Offices of 400-Wing and 100-Wing for Association notices. Copies of all materials to be posted on such bulletin boards shall be furnished to the building Principal.
- E. Use of School Mail  
The Association shall have the right to use the interschool mail facilities, school mailboxes, and the District's electronic mail system as it deems necessary for the Association to inform its membership of votes, meetings, and other routine Association business consistent with the U.S. Postal regulations and Board of Education policies. As a courtesy, we will send the Superintendent a copy of pertinent e-mails.
- F. Association Office  
The Association shall be provided with an office space to include a telephone. The Association shall reimburse the Board for the costs of the telephone.
- G. Association President  
The President of the Association shall have two duty free days per week.

## ARTICLE V

### EMPLOYEE RIGHTS

- A. Rights Protection in Representation  
The Board and the Association hereby agree 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 or to refrain from such activities. 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 employee in



the enjoyment of any rights conferred by N.J.S.A. 34:13A-1 or other laws of New Jersey or the Constitution 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 and its affiliates, collective negotiations with the Board, or his/her 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 employee such rights as s/he may have under New Jersey school laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

Should any portion of this Agreement be deemed contrary to the law by a court of proper jurisdiction, only that portion of the Agreement so judged shall be affected and the remainder of the Agreement shall remain in force.

C. Just Cause

No employee 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 employee shall be prevented from wearing lapel pins or other similar identification of membership in the Association or its affiliates.

E. Required Meetings or Hearings

Whenever any employee 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 employee in his/her office, position or employment or the salary or any increments pertaining thereto, then s/he shall be given 24 hours prior notice, unless deemed an emergency. This notice shall be in writing and shall state the reason for such meeting or interview. The employee shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

F. Code of Ethics

The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly prevent the employee from performing properly his/her assigned functions during the workday or for the breach of the Code of Ethics.

G. Full Rights of Citizenship

Employees shall be entitled to full rights of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the professional employment of such employee, and providing said activities do not interfere with the orderly operation of the school.

H. Personnel Records

Any Association member shall have the right, upon twenty-four (24) hours advance 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. The Association member, at his/her own expense of \$.05 per sheet for letter size and \$.07 per sheet for legal size, may receive one copy of any documents contained therein with a limit of one copy of each document per year. If an Association member inventories the contents of the file, the assigned individual will validate such inventory in writing.

**ARTICLE VI**

**GRIEVANCE PROCEDURE**

A. Definition

1. An alleged violation of this Agreement shall be subject to appeal through all levels of this procedure.
2. An allegation of unfair treatment by interpretation or application of a Board Policy or administrative decision may not be appealed beyond Level Three of this procedure.
3. A grievance is a claim by an employee, employees, or the Association based upon an alleged improper interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees.

B. Procedure

1. A grievance should be presented for consideration as promptly as possible, and in no event later than ten (10) school days after the employee has become aware of the alleged occurrence, or when the Association reasonably knows. If not filed in writing within this period, then the grievance shall be considered as waived.
2. Level One - Discussion
  - a. Any employee who believes s/he has a grievance shall discuss the alleged grievance with his/her immediate Supervisor/Administrator in an attempt to resolve the matter informally at that level.
  - b. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, s/he shall set forth his/her complaint in writing within an additional five (5) school days to his/her Supervisor/Administrator. The Supervisor/Administrator shall communicate his/her decision to the employee in writing within three (3) school days of receipt of the written complaint.
3. Level Two - Written Appeal
  - a. The employee may appeal in writing within seven (7) school days the Supervisor/Administrator's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Supervisor/Administrator in writing. The

Superintendent shall then confer with the concerned parties. S/he shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing, along with supporting reasons, to the employee and the Supervisor/Administrator within that time period.

4. Level Three - Review by the Board of Education

a. If the grievance is not settled after reaching the Superintendent, a review by the Board could be requested. The request shall be submitted in writing through the Superintendent 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.

5. Level Four - Impasse

a. The Association may, upon approval of the Executive Committee, submit the grievance of the employee. 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.

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

c. Only allegations of a violation of the Agreement may be considered at this level.

C. Time Limits

1. The last decision on any grievance at any step shall be considered a satisfactory adjustment unless, within the time periods provided after the decision has been given, the procedure is carried forward to the next level by the aggrieved.

2. 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.

3. The procedure shall be followed above unless any step or steps thereof are waived, combined, or extended by mutual consent so stated in writing.

D. Flow Chart of Grievance Procedure

Alleged Occurrence	Presented no later than 10 school days
Level One	Discussion - 5 school days Filed in writing - 5 school days
Administrator	Answer in writing - 3 school days

Level Two	Appeal in writing to Superintendent - 7 school days
Superintendent	Attempts to resolve within 10 days
If Association Committee determines merit	Committee recommends hearing by Board
If Association Committee denies merit	Member has 10 school days to appeal in writing to Board
If Association determines merit, Level Three	If merited, Board has 30 calendar days to decide
If Association determines merit, Level Four	If not resolved, referred to Arbitration under Rules and Regulation of PERC
If Association determines merit, Arbitration	Final and binding decision

**ARTICLE VII**  
**EMPLOYMENT**

A. Residency Requirement

Every person holding an office, employment, or position with a school district shall have his/her principal residence in the State of New Jersey. An employee who does not have his/her principal residence in the State of New Jersey as of September 1, 2011, shall not be subject to the residency requirement while the employee continues to work in the District without a break in service of greater than seven days. An employee employed after the effective date shall have one year from the time of employment to satisfy the requirement of principal residency.

B. Military Service

Credit for military service shall be granted as required by N.J.S.A. 18A:29-11.

C. Certification

In accordance with N.J.S.A. 18A:26-2, the Board agrees to hire only certificated teachers or those qualified to obtain certificates issued by the New Jersey Department of Education.

D. Notification

1. All certificated Association members (10, and 12 months) shall be notified of their contract and salary status for the ensuing year no later than May 15.
2. All classroom assistants, personal care aides, custodians, maintenance staff, technicians, and support staff shall be notified of their contract and salary status for the ensuing year no later than May 15.

E. Retirement

All personnel who desire to leave the employment of the Board through retirement must provide sixty (60) days written notice in writing to the Superintendent as prescribed by N.J.S.A. 18A:28-8.

F. 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 the teaching work force within a reasonable period of at least 60 days' time prior to such action. Upon request the Superintendent and/or Board shall meet to discuss the situation. The Board's determination shall not be subject to the grievance procedure.

G. Custodial Seniority, Lay Off and Recall

School District seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if s/he resigns or is discharged for cause or terminated with pay as provided herein, irrespective of whether s/he is subsequently rehired by the School District.

H. Work Location - Reduction in Force

In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the department and group involved at the work location, consistent with N.J.S.A. 18A:17-4 and N.J.S.A. 18A:28-9.

I. Vacancy for Employment Recall

In the event that within 1 year from the date of his/her lay off a vacancy occurs in the classification of his/her last appointment in the department from which s/he was laid off, or in a lesser classification in the same line of work in the department, a laid-off employee shall be entitled to recall thereto in the order of his/her departmental seniority.

J. Notice of Employment Recall

Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested. Within 30 days from the receipt of such notice of recall, the employee shall notify the Supervisor/Administrator of the department involved, in writing, whether or not s/he desires to return to the work involved in the recall. If s/he fails to reply or if s/he indicates that s/he does not desire to return to such work, s/he shall forfeit all of his/her seniority and all rights to recall. If s/he indicates that s/he desires to

return to the work involved in the recall notice, then s/he shall report for such work within 30 days from the date s/he receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Supervisor/Administrator of the department or his/her designee. In the event s/he shall fail to report to work, s/he shall forfeit all of his/her seniority and all rights to recall.

K. Seniority on Employment Recall

Seniority shall not be accumulated during the period of lay off. Upon recall the appointed employee shall have his/her accumulated seniority to the date of lay off.

L. Provisions Applicable to Non-tenured Employees

To the extent required by law, non-tenured employees who receive notice of nonrenewal shall have as their exclusive means of redress according to the procedures set forth in N.J.S.A. 18A:27-3.2 and N.J.A.C. 6A:32-4.6. No further right of appeal shall be available under this Agreement

## 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 via regular mail for the forthcoming year, postmarked no later than June 30<sup>th</sup>.

B. New Teachers

The Superintendent 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 shall give notice of assignments to new teachers as soon as practicable, and except in cases of emergency, not later than 30 days post Board of Education approval.

C. Revisions

In the event that changes in such schedules, class, and/or subject assignments are proposed after August 8, the teacher affected shall be notified promptly in writing, and said affected teacher shall be given the opportunity for one day (6.5 hours) preparation time to be paid at the additional compensation rate. This preparation time must take place prior to the first day of the semester and must take place within the district. Teachers must make arrangements for this preparation time with their supervisor in advance.

D. Transfers

Teachers, who are voluntarily or involuntarily transferred to another classroom, building, grade level, or subject area that requires packing and unpacking shall be granted one-day release time to complete such move.

**ARTICLE IX**  
**NEW POSITIONS**

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

All vacancies will be emailed to all employees and placed on the District website for a period of at least ten (10) school days before the final date when applications must be submitted. This period may be shortened at the discretion of the Superintendent and by mutual consent with the Association. Teachers who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his/her designee within the time limit specified in the notice.

B. Criteria for Notice

In the 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 employees shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Superintendent agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors.

**ARTICLE X**  
**PROFESSIONAL DEVELOPMENT AND**  
**EDUCATIONAL IMPROVEMENT**

A. Professional Development

Employee professional development shall be carried out in accordance with all applicable statutory and administrative requirements or as set forth in New Jersey Statutes Annotated and the New Jersey Administrative Code (N.J.A.C. 6A:9C et seq.)

B. Compensation

1. Members of School Improvement Panels (SCIPs) and District Evaluation Advisory Committee (DEAC) Members

Individuals serving on School Improvement Panels (SCIPs) or the District Evaluation Advisory Committee (DEAC) shall be provided with release time to perform the duties of

these positions. Whenever release time is not possible, compensatory time shall be provided for those individuals.

2. Turnkey trainers of teacher practice/teaching staff practice models and evaluation rubrics  
Individuals who are asked to turnkey train in the evaluation models and will be provided with release time for the added preparation time and training time required. Whenever release time is not possible, compensatory time shall be for those individuals.

C. In-service Programs

In-service programs shall be conducted during the in-school teacher workday, if teacher attendance is required.

Professional Development

1. All applications for attendance must be submitted to the Superintendent at least two (2) weeks before date of participation, for approval.
2. In accordance with the Board's Travel Policy, the Board will pay 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 pre-approved by the Board. Said Association member shall also be compensated for time spent in actual attendance at said session beyond his/her regular working day and year at his /her regular rate of pay.
3. 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.
4. 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.
5. Any approved professional development expenses including additional incidental expenses incurred for meals, mileage, transportation, baggage fees, etc., shall be reimbursed within thirty (30) days of submission of an expense voucher, when practical.

**ARTICLE XI**

**INSTRUCTOR EVALUATION**

A. General Criteria

Observations and evaluations shall be conducted in full compliance with the provisions of the N.J.S.A. 18A:27-3.1 et seq; N.J.A.C. 6:3-1.9 et seq; and N.J.A.C. 6:3-1.21.



**ARTICLE XII**  
**WORK SCHEDULES**

A. Teachers' Day

1. Check-In Procedure

As professionals, teachers are expected to devote to their assignments the time necessary to meet their responsibilities. Teachers shall be required to utilize the District system of check into and out of District facilities. The purpose of this requirement is to determine an employee's presence at the District in the event of an emergency. To that end, the Parties agree that the failure to check in or check out shall not be cause for disciplinary action, unless it is purposeful. In the event that a teacher arrives late or leaves early, s/he shall set forth the time.

2. Length of Day

a. The scheduled work day will be:

7:50 a.m.-2:50 p.m. (Monday through Friday)

b. Teachers will have a maximum of 5 hours per day of pupil contact time with a minimum of 150 minutes of preparation time per week.

c. Notwithstanding the provisions of paragraph a and b above, the Board may, at the time of hire, employ new teachers or certificated staff members covered by this Agreement for a starting time and ending time different than that set forth in a and b above. The Board may also hire said teacher or certificated staff member for a scheduled work day/week which exceeds the length of the work day/week set forth in a and b above, in which event the longer day will be compensated at the individual's salary level and calculated into salary if the responsibilities in the extended day involve the performance of the certified staff member's normal duties. New teachers or certificated staff members will be provided with their schedules at the time of hire. Notice will be given in advance, normally one week, unless there is an emergency. Normal posting procedures will be used to notify presently employed personnel of opportunities that may become available.

d. Academic teachers will teach three (3) 74-minute block classes per semester. In the event that the administration decides to schedule a fourth class outside the block class schedule to an academic teacher, the teacher will receive a stipend of \$1,500.00 per semester class for each additional 37-minute class assignment. These classes will be offered through the individual academic departments. The Administration shall seek to find qualified volunteers before making assignments. An academic teacher who teaches four (4) classes will have only two (2) preparations if assigned by administration, three (3) preparations if accepted by the staff member.

- e. Teachers leaving the facility before the closing of the school day must first obtain permission from the Principal and shall log their time of departure and return and when leaving for lunch, notice thereof shall be given to the office.
- f. One school nurse(s) must remain on the school premises at all times to assure the health and safety of the students when school is in session.

3. Attendance

Teachers will be notified via electronic messaging when their attendance shall not be required due to inclement weather or other unforeseen event.

4. Lunch Periods

- a. Teachers shall have a daily unpaid duty-free lunch period of forty (40) minutes.

B. Custodians

1. The custodians' work schedules shall be as follows:
  - a. Eight (8) hours per day, five (5) days per week.
  - b. Custodian summer recess work hours shall be defined as seven (7) hours each day, five (5) days per week, for a period of at least seven (7) weeks with no reduction in pay.
  - c. The Board of Education reserves the right to use substitutes upon each occurrence of employee absence. However, all overtime and extra work assignments must be offered to regular employees before a substitute can be used.
2. The scheduled work day shall not include the unpaid forty (40) minute meal break but shall include the two fifteen (15) minute breaks per day.
  - a. When leaving the premises during a meal break, the employees will notify the administration and shall set forth the time as directed by the Board of Education.
3. Work schedules showing each employee's work day, breaks, lunch, shift, and hours shall be posted on the custodial bulletin board.
4. The district may hire new custodians or accept the voluntary transfer of an existing custodian for a workweek that begins on a day other than Monday.
5. The work rules and overtime provisions enunciated herein shall apply to said custodians. However, for the purpose of overtime, the 6th consecutive workday shall be deemed a "Saturday" and the 7th consecutive workday shall be deemed to be a "Sunday."  
All custodians will be subject to a 40 hour per week flexible work schedule. For example, Tuesday through Saturday/Wednesday through Sunday or other combinations with any change in work week subject to advance notice of 10 work days.
6. Employees will normally be given at least five (5) days-notice of any shift change, with a maximum of four (4) shift changes per year. A shift change without such notice would only be made under extraordinary circumstances. In the event such change is made without five (5) days-notice, written reasons for such change shall be provided to the employee. This provision for notice shall not apply in circumstances when employees are

called in for snow removal. The Board will provide to the custodians and the Association the custodial shift schedule for the following year in June.

7. Overtime at the rate of one and a half (1.5) times regular rate shall be paid for all time worked in excess of forty (40) hours in any work week (personal, sick, vacation, or holiday leave days are not considered "hours worked" unless worked) except in cases of emergency as determined by the Superintendent; Any work on Sunday or a Federal Holiday when school is closed will be paid at 2 times regular rate. Overtime must be approved by the immediate supervisor in advance.
8. Whenever schools are closed due to an emergency, weather or facility related, declared by the Superintendent, staff is not obligated to report for duty. However, the nature of the maintenance/custodial position would require staff as-needed to report as part of a job specific requirement to help prepare the schools to open as soon as possible.

Therefore, facility managers or authorized designees will be obligated to report and technicians/custodians will be called on a seniority voluntary pattern until sufficient numbers are employed. In the event sufficient numbers cannot be secured, the Board may require the least senior qualified employee to perform. In the event the least senior qualified employee has worked eight (8) overtime hours in that week, then the next least senior qualified employee may be required to perform.

Also, this day shall be considered an "Emergency Closing Day" and the following conditions shall govern employment:

- a. Employment shall be on an hourly basis. Compensation for emergency closure will be the regular rate of compensation for the hours the employee would have worked absent the emergency plus overtime pay of 2 times (2x) the regular rate of compensation for the hours actually worked.
- b. Timesheets shall be prepared and approved by the appropriate administrator.

When required to perform the duty and the employee is unavailable, appropriate documentation will be requested by the administration. If necessary, disciplinary action will be implemented.

9. Available overtime work shall be offered to qualified employees by seniority on a rotating basis. In the event that an insufficient number of such employees accept the overtime, the Board may require the least senior qualified employee to perform. In the event that the least senior qualified employee has worked eight overtime hours in a week, then the next least senior qualified employee may be required to perform.

C. Teacher Assistants

1. Teacher assistants will work the teacher calendar and schedule. They will be required to sign in and out actual times and initial. Teacher assistants will have one (1) fifteen (15) minute break and an unpaid forty (40) minute lunch period daily. The extra assignment rate for teacher assistants for the term of this agreement is \$ \$19.06 per hour for the

2018-2019 school year, \$19.64 per hour for the 2019-2020 school year, and \$20.23 per hour for the 2020-2021 school year.

2. All teacher assistants will work from 8:00 a.m. to 3:00 p.m.

D. Support Staff

1. Support staff shall work a forty (40) hour work week with one (1) fifteen (15) minute breaks daily, plus a forty (40) minute unpaid lunch break.
2. All support staff will follow a forty (40)-hour work week schedule.
3. Summer recess work hours shall be defined as beginning the first Monday in July until the third Friday in August (7 weeks), seven (7) hours each day, five (5) days per week, for a period of at least seven (7) weeks with no reduction in pay.

E. Technicians

1. Technicians will work a forty (40) hour work week, with two (2) fifteen (15) minute breaks daily, plus a forty (40) minute unpaid lunch break.
2. Summer recess work hours shall be defined as beginning the first Monday in July until the third Friday in August (7 weeks), seven (7) hours each day, five (5) days per week, for a period of at least seven (7) weeks with no reduction in pay.

**ARTICLE XIII**

**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 one hundred and eighty-four & one half (184½) work days. These days will be utilized for classroom instruction, in-service training and other educational purposes at the discretion of the Board.
2. New teachers will be required to report for two (2) additional days that will be utilized for orientation of the new teachers to the practices and procedures of the district.
3. Twelve (12) month employees shall be employed from July 1 through June 30 and will follow the staff calendar as adopted by the Board. Twelve (12) month employees shall be granted 2 days to attend the N.J.E.A. Convention.
4. Teachers are subject to the assignment to attend, for a period not to exceed 3 hours beyond the scheduled work day, for each of the following since these are part of the 184.5 day work year:
  - a. one parent information session – not to exceed 2 hours.
  - b. two back-to-school programs (1.5 hours maximum each)
5. All additional assignments before or after the work day for posted positions such as WIA, career exploration, customized training, curriculum writing, evening school and similar positions, shall be compensated at \$40.00 per hour for the 2018-2019 school year, \$41.20 per hour for the 2019-2020 school year, and \$42.44 per hour for the 2020-2021 school year.

Homebound instruction assignments should be offered first to the teacher to whom the student is currently assigned, offered second to any teacher who is highly qualified in the subject area, and then to any qualified applicant thereafter. The rates of compensation for homebound instruction shall be \$ \$47.90 per hour for the 2018-2019 school year, \$49.34 per hour for the 2019-2020 school year, and \$50.84 per hour for the 2020-2021 school year.

6. All additional assignments of a non-teaching nature that involves student supervision outside the normal work hours of certified staff shall be compensated at \$25.00 per hour. Notwithstanding the provisions of paragraph 5 above, the rates of some positions will be dictated by grant guidelines.
7. Requests for flex time may not be granted unless mutually agreed in writing by the Superintendent and the Association.

B. Vacation Policy for Twelve (12) Month Employees

The Board believes that it is beneficial to the District that personnel employed to work 12 months per year be given periodic relief from the responsibilities of their job without loss of compensation. The Board reserves the right to specify the conditions under which vacation time may be taken, when not otherwise covered by the terms of any negotiated Agreement.

Vacation shall be in addition to all holidays identified in the District calendar for 12-month employees as indicated below:

POSITION	ANNUAL ENTITLEMENT	CARRY-CAP
Maintenance/Systems Technician, Custodian, Secretary	10 days – 1-2 years prorated 15 days – 3+ years	5 days

The annual entitlement must be taken within one year of the time earned.

As of June 30, 2001, unused vacation days were placed in frozen status for staff.. No days may be added to this bank of days; however, days may be used as needed, thereby decreasing that frozen status.

The vacation entitlement will be issued as of July 1 annually and must be taken within one year of the time earned. Exceptions will be made to allow employees to carry a capped amount. Any vacation days in excess of the designated cap will be eliminated annually after due notice to employees.

Payment of vacation days for separation from service shall be made as follows:

1. An employee who resigns or retires during the contract year shall receive cash payment for his/her unused vacation days at his/her per diem rate.

2. An employee who dies before his/her contract period is completed shall have payment for his/her unused vacation days given to his/her estate.
3. Payment for unused vacation days shall be combined with unused sick leave (after 10 years of service at severance rate). Payment will be made:
  - a. In one (1) lump sum if less than \$20,000.00.
  - b. In equal installments over a period not exceeding three (3) years if more than
  - c. \$20,000.00, but not more than \$70,000.00; or
  - d. In 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 day sell-back exceed stipulations of the negotiated Agreement (association and non-association).

4. Payment for unused earned vacation days will be prorated if separation occurs before contract year is completed. Days taken in excess before separation shall be deducted from the final payout.

**ARTICLE XIV**  
**PROTECTION OF ALL**  
**EMPLOYEES, STUDENTS AND PROPERTY**

A. Right to Know

1. 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 N.J.S.A. 34:5A-1 and Public Employee and Occupational Safety and Health Act N.J.S.A. 34:6A-25 are hereby noted and available on request to any staff members.
2. 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.

B. Assault to Employee

1. Employees 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 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.

C. Employee Check-in/Check-out Procedures

Employees shall be required to utilize the District system of check into and out of District facilities. The purpose of this requirement is to determine an employee's presence at the District in the event of an emergency. To that end, the Parties agree that the failure to check in or check out shall not be cause for disciplinary action, unless it is purposeful.

## **ARTICLE XV**

### **EMPLOYEE MILEAGE**

- A. Employees who are required to use their personal vehicles in the performance of their duties shall be reimbursed for all authorized and properly documented travel at the rate authorized by the State Appropriations Act. Mileage is calculated by subtracting the round-trip distance between the employee's home and his/her regular work location from the miles traveled. Travel between buildings on the Gloucester County Education Campus is not eligible for mileage reimbursement. Employees seeking reimbursement of mileage costs or other expenses shall submit appropriate documentation on forms as required by the Board. Reimbursement may be requested on a monthly basis when the amount of reimbursement is twenty-five dollars (\$25.00) or more, or may be requested once every three months if the cumulative amount is less than twenty-five dollars (\$25.00).
- B. All outstanding travel vouchers for the school year ending June 30 must be submitted by July 15 regardless of amount. Reimbursement requests which are not submitted by the close of books for the just completed school year cannot be approved or paid in accordance with NJDOE Accountability regulations.

## **ARTICLE XVI**

### **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 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 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.

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.

Unused sick leave shall accumulate from year to year. Upon regular retirement, as defined under applicable pension regulations, the employee shall be reimbursed, up to a maximum of 200 days, at a

\$65.00 per diem rate for each unused sick day for the term of the agreement. In the event of an employee who has worked for the district ten (10) years or more who is actively working at the time of death, the Board will pay the employees estate his/her unused sick days and health benefit waiver reimbursement where applicable, in accordance with the limits set forth in this Agreement. All requests for compensation must be made by the retiree prior to January 1<sup>st</sup> of the final year of employment. The Board reserves the right to grant exceptions for employees who die within ten (10) years or more service in the district, but are on an approved leave.

Employees shall enter their absence for illness in AESOP no later than one hour prior to the need for the leave, and contact their assigned school(s) by 6:00 a.m., whenever possible.

Upon termination of employment, an employee may request a certificate indicating the employee's number of accumulated sick days as of the date of termination.

Employees released due to a reduction of force and reemployed within the next school year shall be entitled to reinstatement of past accumulated sick and personal leave. Employees leaving the Board's employ for any other reason and who are thereafter employed by the Board will not be credited with sick and personal days from their previous account.

Employees shall be given a written accounting of accumulated sick leave at the start of the new school year.

## **ARTICLE XVII**

### **UNPAID LEAVE OF ABSENCE**

Any employee of the school district shall be entitled to request, and the Board may grant, an unpaid leave of absence.

The request for such leave must be submitted 30 days prior to the requested date the leave will begin, except in the case of an emergency or FMLA and such leave must terminate at the beginning of the school year or at a time which is agreed to by the Board and the employee prior to the start of the leave. No such leave shall exceed one year unless special permission is granted by the Board.

Upon returning from an unpaid leave of absence, the school shall offer the employee a contract as stipulated in Article XXI.

The salary decision for the employee returning from the unpaid leave will be based upon the criteria of Article XIX in the respective salary guides of this Agreement.

Neither salary nor benefits under this Agreement shall be provided to an employee on an unpaid leave of absence unless authorized by the Board of Education. During an unpaid leave of absence the employee has the option of maintaining group insurance coverage at the employee's own expense.



**ARTICLE XIII**  
**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/civil union partner, child, brother, sister, mother/father-in-law, grandparent, or grandchild. At the discretion of the Superintendent bereavement leave may be granted on non-consecutive days.
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: stepfather, stepmother, stepchildren, son/daughter-in-law, or brother/sister-in-law. At the discretion of the Superintendent bereavement leave may be granted on non-consecutive days.
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 sole 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. Personal days are prorated based upon the amount of time worked during the year.
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 his/her immediate supervisor, has recorded the absence into AESOP, and has received final approval.
4. The following regulations shall apply to the granting of personal days:
  - a. 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.
  - b. The request for personal leave shall be entered into AESOP at least three (3) days before the commencement of the leave, except in cases of emergency.
  - c. Any day's 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 XIX**  
**EXTENDED LEAVES OF ABSENCE**

- A. Unless otherwise indicated, the following conditions shall apply to extended leaves of absence:
1. Requests for leave shall be in writing.
  2. Eligibility shall be based on a minimum of twelve (12) months of continuous employment in the district.
  3. All extended leaves shall be limited to a maximum of one (1) school year or, in the case of non-tenured employees, to the end of their Agreement term. Further extensions, if any, shall be at the sole discretion of the Board after application by the affected employee.
  4. Sick leave days and other benefits shall not accrue during the leave, but unused sick leave days shall be reinstated upon return to employment.
  5. Notice of intention to either return to employment or to resign shall be given to the Superintendent on or before March 1 of the year in which the leave expires.
  6. Reemployment during the school year shall be at the sole discretion of the Board. Extended leaves of absence are normally approved through the end of a program year. Employees may also request to return at mid-year. In approving an appropriate return date, the Board will take into consideration the desires of the employee and the need to maintain educational continuity. The Board's judgment as to the maintenance of educational continuity shall not be subject to review.
  7. In cases of disability, including pregnancy, employees must use current and accumulated sick leave.
- B. The following types of extended leaves of absence are available:
1. Military Leave
    - a. Military leave without pay shall be granted in accordance with all applicable statutory requirements.
  2. Leave Under the Federal Family Medical Leave Act and/or New Jersey Family Leave Act
    - a. Leave to provide care as the result of the birth or adoption of a child or a serious health condition of a family member (as defined in the Act) is available to eligible employees pursuant to the Federal Family Medical Leave Act, N.J.S.A. 34:11B-1, et seq. Any such leave shall be in accordance with all statutory requirements and procedures.
    - b. An employee desiring to take leave in excess of the maximum twelve (12) weeks allowable under the Family Leave Act must include a request for this additional leave time along with the original Family Leave Act request. Such additional leave may be granted at the discretion of the Board.
    - c. Family leave will not be taken concurrently with paid sick leave.

3. Leave for Child Rearing/Adoption Purposes
  - a. Requests for child rearing leave shall be submitted at least ninety (90) days prior to the anticipated commencement of the leave. The leave request must include the last work day, anticipated full term of the leave, and anticipated return to work date.
  - b. Leave for child rearing purposes under the Family Leave Act must start within one (1) year of the birth or adoption of the child.
4. Leave to Care for Family Member with Serious Health Condition
  - a. An employee requesting family leave in order to care for a family member (as defined by the Act) who has an identified serious health condition, as supported by a completed medical certification, shall provide at least thirty (30) days prior notice to the commencement of the leave, except where emergent circumstances warrant shorter notice. The leave request shall include a prearranged commencement and expiration date.
5. Educational Leave
  - a. Educational leave will not be authorized by the Superintendent during the term of this Agreement (i.e., student teaching, etc.)

**ARTICLE XX**  
**PAY AND SALARY GUIDES**

A. Salary

1. Salary will be paid on the 15th and the last day of every month (except the month of December), or the nearest working day if these dates fall during holidays or weekends, for all employees covered by this Agreement.
2. Under no circumstances will the Board make payroll advances for employees covered by this Agreement.
3. Salary guides for all contracted teachers covered by this Agreement are set forth on Exhibits A, B and C. Guides for custodians and classroom assistants are listed separately on Exhibits D and E, respectively. Support staff salary guides are listed on Exhibits F, G and H. Maintenance technicians, other technicians, and Coordinators covered by this Agreement are set forth on Exhibits I, J and K, respectively.
4. Salary increases will be:

Effective July 1, 2018	3.0% (Retroactive)
Effective July 1, 2019	3.0%
Effective July 1, 2020	3.0%

B. Increments

1. An increment is a monetary increase, which allows for the placement of an employee on the next step within a specific salary schedule (Where Applicable). When an increment is not granted, the employee will remain at the same step within a salary schedule.
2. An increment is not automatic. Increments can be granted annually only upon the recommendation of the Superintendent and the approval of the Board. Increments can be given until the top step of the employee's classification has been reached.
3. An increment may be withheld by the Board on the recommendation of the Superintendent if service is unsatisfactory. Unsatisfactory performance can be attributed to "evaluation of job performance," "insubordination," "failure to comply with Gloucester County School Board of Education policies," or "lack of professional ethics." The aggrieved employee has the right to appeal to the Board after receipt of reasons.
4. An increment will not be granted to those who do not have the following minimum days of service for the preceding year:

10 month contract      90 days\*

12 month contract      108 days\*

\*Exclusive of sick, personal, and unpaid leave.

C. Salary Deductions

1. The Board offers many benefits to employees through payroll deductions. Compulsory deductions may include Federal Income Tax, F.I.C.A. (Social Security), Family Leave Insurance, and the New Jersey Public Employees' Retirement System, and/or Teachers' Pension and Annuity Fund and of affiliated associates.
2. Contributory life insurance is compulsory for one (1) year. After the first year contributory insurance may be discontinued, however, it may not be reinstated once discontinued.
3. Other possible optional deductions from salary or wages are health benefit contributions, etc., American Vocational Association, Vocational Education Association of New Jersey as approved by the Board, Bonds, and ABCO Public Employee Federal Credit Union. Copies will be provided by the Business Office upon request.

D. Association Dues Payroll Deductions

1. The Board agrees to deduct from the salaries of its employees dues for the Gloucester County Vocational-Technical Education Association, the New Jersey Education Association, and the National Education Association as each employee individually and voluntarily authorizes 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.

E. Longevity

All employees who currently receive compensation for longevity compensation will continue to receive this entitlement and their current amount will remain frozen for the term of the Agreement. All current employees not receiving longevity compensation will be eligible for this entitlement after their fifth (5) year of employment (\$350.00) only. Employees hired after 7/1/2013, will not be eligible for longevity compensation.

F. Coordinators - Stipends

Coordinators shall be paid an additional stipend as follows:

- \$1,442.00 per year for the 2018-2019 school year
- \$1,486.00 per year for the 2019-2020 school year
- \$1,531.00 per year for the 2020-2021 school year .

The above amounts will be prorated for mid-year assignments and for leave of absence.

All coordinator stipends shall include but not be limited to the following: Cosmetology, Culinary Arts, Yearbook, Academy Staff and Performing Arts, Transportation, Construction, English, World Languages, Fitness for Life, Foods, Science, Math, Social Studies, and Special Education.

G. Advisors

Advisors shall be paid an additional stipend as follows:

- \$927.00 for the 2018-2019 school year
- \$955.00 for the 2019-2020 school year
- \$984.00 for the 2020-2021 school year

All advisor positions shall include but not be limited to the following: DECA, FBLA, FFA, FCCLA, NV-THS-two advisors, HOSA, CTSO (Skills USA)-four advisors, Yearbook, Key Club, Student Council, NHS, Thespian Society and Renaissance.

In lieu of a stipend, these advisor positions may become part of a teacher's assignment in the event a teacher does not have a full work schedule.

H. Coaches

All head coaches will receive a per sport stipend as follows:

- \$5,150.00 for the 2018-2019 school year
- \$5,305.00 for the 2019-2020 school year
- \$5,465.00 for the 2020-2021 school year

All assistant coach/freshman coaches will receive a per sport stipend as follows:

- \$3,914.00 for the 2018-2019 school year

\$4,032 for the 2019-2020 school year

\$4,153 for the 2020-2021 school year

Coaches Driving to Practice/Matches/Meets/Games

A stipend of \$31.00 per trip will be compensated for coaches with CDL driving to/from one (1) such practice, match, meet and/or game. There will be no minimum or maximum drives depending of the scheduling and availability of the vehicles and a fair coordination of same by Athletic Director.

I. Black Seal/Shift Differentials

1. Allowances for special licenses and shift differentials:

All employees currently receiving compensation for holding a special license prior to June 30, 2012 will be grandfathered to receive compensation at the previously agreed upon rates continues to as set forth in the previous agreement. All others are as follows:

Bus Drivers (CDL)	618/Year
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(Employees must use this license 10 times or more to qualify for this compensation)

2 <sup>nd</sup> Shift differential	1,133/Year
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3 <sup>rd</sup> Shift Differential	1,339/Year
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J. Uniforms

The Board, for the term of this Agreement, will provide custodial staff with uniforms that must be worn during working hours. The uniforms must not be worn off-duty. The District will issue all new employees a complete uniform, including 11 shirts, 6 pants, 1 summer and 1 winter jacket. Thereafter, the District will provide replacement uniform articles as needed. Employees must exchange worn or damaged items to receive replacement items. New custodial staff will receive the following items upon hire: 2 pair of safety work shoes per year which are OSHA approved; 1 pair of foul weather boots; rain pants and jacket; 2 pair of gloves (1 heavy work, 1 light work style); 1 wool pull over hat; and 3 sweatshirts with GCIT logo on the front.

**ARTICLE XXI**

**PLACEMENT ON GUIDE**

- 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 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 may be allowed one (1) full step credit for each full year of continuous full-time military service, up to a maximum of four (4) steps as defined in N.J.S.A. 18A:29-11 of New Jersey School Law.
  3. 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.
  4. In order to receive credit for advanced professional preparation, official transcripts and records must be presented to the Superintendent 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 1/260 of the annual base salary.

**ARTICLE XXII**

**BENEFIT ELIGIBILITY**

For the purposes of benefit eligibility under this Agreement, health benefits are offered to employees who work a minimum of 25 hours per week and eligible dependents under the State Employees' Health Benefits Program or equivalent program.

**ARTICLE XXIII**

**HEALTH BENEFITS**

A. Health Benefits

The Board of Education shall provide medical, prescription, and dental benefits for eligible employees and dependents through the School Employees' Health Benefits Program (SEHBP) or an equivalent plan for the term of this Agreement.

Eligibility for enrollment requires the employee to work a minimum of twenty-five (25) hours per week. There is a two-month waiting period following the hire date before health coverage begins, provided the completed documentation is submitted. However, ten-month employees, when beginning work at the beginning of the contract year, will have coverage commence on September 1.

Coverage changes involving the addition of dependents are effective retroactive to the date of the event (marriage, civil union, birth, adoption, etc.) provided that the application and all supporting documentation is filed within sixty (60) days of the event.

Multiple coverage is prohibited under the Board of Education's Health Insurance Plan. Therefore, an eligible individual may only enroll in the Board of Education's Health Insurance Plan as an employee or retiree, or be covered as a dependent.

B. Medical Insurance

For the duration of this Agreement, the Board will pay an amount equal to the premium cost, less the employee's health benefits contribution as mandated by Chapter 78, P.L. 2011, for appropriate coverage (single, couple, parent/child(ren), family). Eligible employees may select from the medical plans available under the Board of Education's Health Insurance Plan.

C. Prescription Drug Benefits

For the duration of this Agreement, the Board will pay an amount equal to the premium cost, less the employee's health benefits contribution as mandated by Chapter 78, P.L. 2011, for appropriate coverage (single, couple, parent/child(ren), family). The employee prescription drug plan is provided based upon the medical plan the employee selects.

D. Dental Insurance

For the duration of this Agreement, the Board will pay an amount equal to the premium cost for appropriate dental coverage (single, couple, parent/child(ren), family), less the employee's premium contribution as set forth in this Article. Employees are offered enrollment in one of the two basic types of dental plans: Delta Dental PPO with the "Premium Network" or Delta Care USA.

E. Waiving Health Benefits

Employees shall have the option to waive some or all of the benefits provided in this section provided that the employee has at a minimum alternative medical and prescription coverage as a dependent on someone else's plan.

F. Flexible Spending Account

In compliance with Chapter 78, P.L. 2011, employees may choose to participate in the Flexible Spending Account (FSA). The FSA allows employees to put aside pre-tax dollars for qualified unreimbursed medical expenses, and/or dependent day care expenses. During the term of this contract, the Board will maintain a Section 125 Plan (Plan) as defined by the Internal Revenue



Service Code. At a minimum, the Plan will include options required under the New Jersey laws governing local Boards of Education.

- G. Effective upon open enrollment for health benefits in 2018, all insurance waiver payments to employees receiving alternate insurance coverage shall be eliminated. This shall in no way preclude an employee's ability to waive District insurance coverage in favor of an alternate plan.
- H. In exchange for the District providing the Delta Dental PPO Plus Premiere Network Program to the District Dental PPO all employees pay their contractual premium sharing rate to the cost of dental coverage.

The Board has the right to change insurance carriers or plans as long as equivalent benefits are provided.

#### **ARTICLE XXIV**

##### **EMPLOYMENT NOTIFICATION, RETURN NOTICE**

Each school year each teacher covered by this Agreement shall receive a statement as to their contracted salary or wage rate which indicates approval by the Board of Education of the Special Services School District and the Vocational School District of the county of Gloucester. In addition, a "Return Notice" form will be included which indicates to the Board of Education of the Special Services School District and the Vocational School District of the county of Gloucester 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 shall be given at least sixty (60) days before termination of employment. Resignation notice for custodians, secretaries, and teacher assistants will be thirty (30) days before termination of employment.

#### **ARTICLE XXV**

##### **MISCELLANEOUS PROVISIONS**

The Board hereby agrees to support its employees in the performance of their duties subject to accepted standards of professional, ethical and statutory educational responsibility.

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 employees now employed, or hereafter employed.

#### **ARTICLE XXVI**

##### **REPRESENTATION FEE**

###### **A. Purpose of Fee**

If an employee does not become a member of the Association during any membership year (i.e., from September 1st to the following August 31st) which is covered in whole or in part by this Agreement, said employee may elect to pay a representation fee to the Association for that

membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Amount of Fee

1. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

2. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to eighty-five (85%) per cent of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have elected to pay a representation fee for the then current membership year by November 1st. The Board will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on a list provided by NJEA during the remainder of the membership year in question or until it receives notification from the employee to cease such deductions.

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the

unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

6. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. This list will include names, job titles, and dates of employment for all such employees.

D. Indemnification

The Association shall indemnify and hold harmless the Board for all claims and/or liability, including counsel fees and court costs, arising out of or related to the withholding of monies under this Article and/or the application thereof. In the event that such a claim is presented to the Board, it shall promptly advise the Association and the Association shall forthwith take over the defense of the matter.

**ARTICLE XXVII**  
**DURATION OF AGREEMENT**

A. Duration Period

This Agreement shall be effective as of July 1, 2018 and shall continue in effect until June 30, 2021, 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.

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

Gloucester County Vocational-Technical  
Education Association

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

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

BOARD OF EDUCATION

Special Services School District and the  
Vocational School District of the County of Gloucester

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

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

**EXHIBIT A - Teacher Salary Guide**

**YEAR 1**

**2018-19**

<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
1	53,089	53,589	54,089	55,589	56,589	57,589
2	53,689	54,189	54,689	56,189	57,189	58,189
3	54,289	54,789	55,289	56,789	57,689	58,789
4	54,994	55,494	55,994	57,494	58,494	59,494
5	55,394	55,894	56,394	57,894	58,894	59,894
6	55,794	56,294	56,794	58,294	59,294	60,294
7	56,294	56,794	57,294	58,794	59,794	60,794
8	57,456	57,956	58,456	59,956	60,956	61,956
9	58,740	59,240	59,740	61,240	62,240	63,240
10	60,225	60,725	61,225	62,725	63,725	64,725
11	61,709	62,209	62,709	64,209	65,209	66,209
12	63,394	63,894	64,394	65,894	66,894	67,894
13	64,979	65,479	65,979	67,479	68,479	69,479
14	66,561	67,061	67,561	69,061	70,061	71,061
15	68,570	69,070	69,570	71,070	72,070	73,070
16	71,328	71,828	72,328	73,828	74,828	75,828
17	74,530	75,030	75,530	77,030	78,030	79,030
18	81,736	82,236	82,736	84,236	85,236	86,236

**YEAR 2**

**2019-20**

<b>Step</b>	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>
<b>1</b>	53,765	54,265	54,765	56,265	57,265	58,265
<b>2</b>	54,265	54,765	55,265	56,765	57,765	58,765
<b>3</b>	54,765	55,265	55,765	57,265	58,265	59,265
<b>4</b>	55,265	55,765	56,265	57,765	58,765	59,765
<b>5</b>	55,865	56,365	56,865	58,365	59,365	60,365
<b>6</b>	56,615	57,115	57,615	59,115	60,115	61,115
<b>7</b>	57,365	57,865	58,365	59,865	60,865	61,865
<b>8</b>	58,565	59,065	59,565	61,065	62,065	63,065
<b>9</b>	59,865	60,365	60,865	62,365	63,365	64,365
<b>10</b>	61,365	61,865	62,365	63,865	64,865	65,865
<b>11</b>	62,865	63,365	63,865	65,365	66,365	67,365
<b>12</b>	64,465	64,965	65,465	66,965	67,965	68,965
<b>13</b>	66,065	66,565	67,065	68,565	69,565	70,565
<b>14</b>	67,665	68,165	68,665	70,165	71,165	72,165
<b>15</b>	69,715	70,215	70,715	72,215	73,215	74,215
<b>16</b>	72,515	73,015	73,515	75,015	76,015	77,015
<b>17</b>	75,740	76,240	76,740	78,240	79,240	80,240
<b>18</b>	82,736	83,236	83,736	85,236	86,236	87,236

All employees move to the next step in each year of the agreement. When teachers reach maximum step 18, teachers stay on step 18.

**YEAR 3**

**2020-21**

Step	A	B	C	D	E	F
1	54,761	55,261	55,761	57,261	58,261	59,261
2	55,261	55,761	56,261	57,761	58,761	59,761
3	55,761	56,261	56,761	58,261	59,261	60,261
4	56,261	56,761	57,261	58,761	59,761	60,761
5	56,861	57,361	57,861	59,361	60,361	61,361
6	57,611	58,111	58,611	60,111	61,111	62,111
7	58,361	58,861	59,361	60,861	61,861	62,861
8	59,561	60,061	60,561	62,061	63,061	64,061
9	60,861	61,361	61,861	63,361	64,361	65,361
10	62,361	62,861	63,361	64,861	65,861	66,861
11	63,861	64,361	64,861	66,361	67,361	68,361
12	65,461	65,961	66,461	67,961	68,961	69,961
13	67,061	67,561	68,061	69,561	70,561	71,561
14	68,661	69,161	69,661	71,161	72,161	73,161
15	70,711	71,211	71,711	73,211	74,211	75,211
16	73,511	74,011	74,511	76,011	77,011	78,011
17	76,740	77,240	77,740	79,240	80,240	81,240
18	83,736	84,236	84,736	86,236	87,236	88,236

All employees move to the next step in each year of the agreement. When teachers reach maximum step 18, teachers stay on step 18.

**SCHEDULE A**

1. Shop Teacher Provisional Vocational Certificate

**SCHEDULE B**

1. Shop Teacher Vocational Certificate - No Degree
2. Coordinator Vocational Certificate - No Degree
3. School Nurse - Certificate

**SCHEDULE C**

1. Shop Teacher - Vocational Certificate - Bachelor's degree
2. Coordinator Vocational Certificate - Bachelor's degree
3. Academic Teacher Certificate - Bachelor's degree
4. School Nurse - Bachelor's degree

**SCHEDULE D**

1. Shop Teacher Vocational Certificate - Bachelor's degree + 30 credits

2. Coordinator Vocational Certificate - Bachelor's degree + 30 credits
3. Academic Teacher Certificate - Bachelor's degree + 30 credits
4. School Nurse - Bachelor's degree + 30 credits

**SCHEDULE E**

1. Shop Teacher Vocational Certificate - Master's degree
2. Coordinator Vocational Certificate - Master's degree
3. Academic Teacher Certificate - Master's degree
4. School Nurse - Master's degree

**SCHEDULE F**

1. Master's degree + 30 graduate credits - Approved by Superintendent

**EXHIBIT B - Custodian Salary Guide**

Step	YEAR 1	YEAR 2	YEAR 3
	2018-19	2019-20	2020-21
A	32,847	33,217	33,522
B	33,237	33,607	33,912
C	33,637	34,007	34,312
D	34,037	34,407	34,712
E	34,437	34,807	35,112
F	34,937	35,307	35,612
G	35,534	35,904	36,209
H	36,302	36,672	36,977
I	37,070	37,440	37,745
J	37,838	38,208	38,513
K	39,038	39,408	39,713
L	40,538	40,908	41,213
M	42,179	42,549	42,854
N	43,820	44,190	44,495
O	45,540	46,040	46,540

All employees move to the next step in each year of the agreement. When custodians reach maximum step 15, custodians stay on step 15.



**EXHIBIT C - Teacher Assistant Salary Guide**

**YEAR 1**

**2018-19**

<b>Step</b>	<b>Base</b>	<b>Sub Cert</b>
A	18,304	18,804
B	18,636	19,136
C	18,968	19,468
D	19,300	19,800
E	19,632	20,132
F	19,967	20,467
G	20,618	21,118
H	21,274	21,774
I	21,930	22,430
J	22,587	23,087
K	23,298	23,798
L	24,201	24,701
M	25,104	25,604
N	26,007	26,507

**YEAR 2**

**2019-20**

<b>Step</b>	<b>Base</b>	<b>Sub Cert</b>
A	18,604	19,104
B	18,936	19,436
C	19,268	19,768
D	19,600	20,100
E	19,932	20,432
F	20,267	20,767
G	20,918	21,418
H	21,574	22,074
I	22,230	22,730
J	22,887	23,387
K	23,598	24,098
L	24,501	25,001
M	25,404	25,904
N	26,307	26,807

**YEAR 3**

**2020-21**

<b>Step</b>	<b>Base</b>	<b>Sub Cert</b>
<b>A</b>	18,904	19,404
<b>B</b>	19,236	19,736
<b>C</b>	19,568	20,068
<b>D</b>	19,900	20,400
<b>E</b>	20,232	20,732
<b>F</b>	20,567	21,067
<b>G</b>	21,218	21,718
<b>H</b>	21,874	22,374
<b>I</b>	22,530	23,030
<b>J</b>	23,187	23,687
<b>K</b>	23,898	24,398
<b>L</b>	24,801	25,301
<b>M</b>	25,704	26,204
<b>N</b>	26,607	27,107

All employees move to the next step in each year of the agreement. When Teacher Assistants reach maximum step N, they stay on step N.

**EXHIBIT D - Support Staff Salary Guide**

<b>Step</b>	<b>YEAR 1</b>	<b>YEAR 2</b>	<b>YEAR 3</b>
	<b>2018-19</b>	<b>2019-20</b>	<b>2020-21</b>
<b>1</b>	34,456	34,961	35,636
<b>2</b>	34,986	35,491	36,166
<b>3</b>	35,516	36,021	36,696
<b>4</b>	36,047	36,552	37,227
<b>5</b>	36,591	37,096	37,771
<b>6</b>	37,135	37,640	38,315
<b>7</b>	37,679	38,184	38,859
<b>8</b>	38,214	38,719	39,394
<b>9</b>	38,947	39,452	40,127
<b>10</b>	40,128	40,633	41,308
<b>11</b>	41,308	41,813	42,488
<b>12</b>	42,489	42,994	43,669
<b>13</b>	43,670	44,175	44,850
<b>14</b>	44,853	45,358	46,033
<b>15</b>	46,033	46,538	47,250
<b>16</b>	47,393	47,898	48,677
<b>17</b>	48,834	49,339	50,104
<b>18</b>	50,277	50,782	51,531
<b>19</b>	51,719	52,224	52,958
<b>20</b>	53,159	53,664	54,385
<b>21</b>	54,555	55,060	55,812
<b>22</b>	55,952	56,457	57,239
<b>23</b>	57,348	57,853	58,666
<b>24</b>	58,744	59,249	60,093
<b>25</b>	60,245	60,845	61,520

All employees move to the next step in each year of the agreement.

When support staff reach maximum step 25, support staff stay on step 25.

**EXHIBIT E - Maintenance Technicians Salary Guide**

Step	YEAR 1	YEAR 2	YEAR 3
	2018-19	2019-20	2020-21
1	35,245	36,520	37,795
2	35,929	37,204	38,479
3	36,652	37,927	39,202
4	37,375	38,650	39,925
5	38,098	39,373	40,648
6	38,821	40,096	41,371
7	39,545	40,820	42,095
8	40,268	41,543	42,818
9	40,991	42,266	43,541
10	41,714	42,989	44,264
11	42,477	43,752	45,027
12	43,666	44,941	46,216
13	44,842	46,117	47,392
14	46,160	47,435	48,710
15	47,843	49,118	50,393
16	49,650	50,925	52,200
17	51,456	52,731	54,006
18	53,332	54,607	55,882
19	55,258	56,533	57,808
20	57,184	58,459	59,734
21	59,112	60,387	61,662

All employees move to the next step in each year of the agreement.

When maintenance technicians reach maximum step 21, maintenance technicians stay on step 21.

**EXHIBIT F - Other Technicians Salary Guide**

Step	YEAR 1	YEAR 2	YEAR 3
	2018-19	2019-20	2020-21
1	36,377	37,437	38,709
2	37,100	38,160	39,409
3	37,823	38,883	40,109
4	38,546	39,606	40,809
5	39,270	40,330	41,509
6	39,993	41,053	42,209
7	40,716	41,776	42,909
8	41,439	42,499	43,609
9	42,202	43,262	44,809
10	43,391	44,451	46,009
11	44,567	45,627	47,209
12	45,885	46,945	48,409
13	47,568	48,628	49,609
14	49,375	50,435	51,156
15	51,181	52,241	52,703
16	53,057	54,117	54,250
17	54,983	56,043	55,797
18	56,909	57,969	57,344
19	58,837	59,897	59,232
20	59,547	60,607	61,120
21	60,648	61,708	63,008

All employees move to the next step in each year of the agreement.

When technicians reach maximum step 21, technicians stay on step 21.

**EXHIBIT G - Coordinator Salary Guide**

**YEAR 1**

2018-19

**Salary Guide**

Step	10 Month	12 Month
Min	33,608	40,330
RD	45,935	55,122
CM	52,607	63,129
ES/Max	60,099	72,119

**YEAR 2**

**2019-20**

**Salary Guide**

<b>Step</b>	<b>10 Month</b>	<b>12 Month</b>
<b>Min</b>	34,817	41,780
<b>RD</b>	47,143	56,572
<b>CM</b>	53,816	64,579
<b>ES/Max</b>	61,307	73,569

**YEAR 3**

**2020-21**

**Salary Guide**

<b>Step</b>	<b>10 Month</b>	<b>12 Month</b>
<b>Min</b>	36,233	43,480
<b>RD</b>	48,560	58,272
<b>CM</b>	55,232	66,279
<b>ES/Max</b>	62,724	75,269