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Gloucester County Vocational-
Technical School Board of Education
and

Gloucester County Vocational
Technical Education Association

TEACHERS' CONTRACT

1983 - 1986

* July 1, 1983 - June 30, 1986

TEACHERS' CONTRACT

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PREAMBLE

This Agreement entered into this 2nd day of June, 19 83,

by and between the Board of Education of Gloucester County Vocational Technical School, hereinafter called the "Board" and Gloucester County Vocational Technical Education Association, hereinafter called the "Association."

W I T N E S S E T H:

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

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

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

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

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

ARTICLE I
RECOGNITION

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

ARTICLE II

NEGOTIATION PROCEDURE

- A. 1. On or before October 4 or as scheduled by P.E.R.C. (Public Employment Relations Commission) prior to the expiration date of this agreement, the parties agree to enter collective negotiations over a successor Agreement in good faith and mutual respect to reach agreement on all mutually agreed upon negotiable matters concerning the terms and conditions of employment. Any agreement so negotiated shall apply to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing and shall be adopted by appropriate resolution of the Board and shall be signed by the Board and the Association. The Association agrees to confirm in writing action by the membership on the negotiated agreement. The signature of the Association on the contract shall be pursuant to authorization received from the membership.
2. During this first meeting of negotiations, a calendar of negotiation meetings shall be established, a mutually acceptable place or places for the meetings, as well as all details relative to negotiations procedures shall be agreed to.
- B. Grants from Federal or State Agencies. The Board agrees that the procedure set forth in this ARTICLE shall be applicable to the determination and implementation of the grants to be requested by the Board pursuant to any federal and/or state laws, provided, however, that the relevant timetable shall be shortened if necessary to comply with time requirements in making or processing applications under the relevant federal or state laws.
- C. Before and during negotiations, the Board shall make available after proper advance request by the Association for inspection and use all pertinent public records, data and information concerning the Gloucester County Vocational Technical School.
- D. The Association shall submit to the Board, in writing, in advance of the first actual negotiations meeting, its proposals for a successor Agreement.
- E. 1. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed by this Agreement.
2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

BOARD RIGHTS

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

ARTICLE IV

ASSOCIATION RIGHTS, PRIVILEGES AND RESPONSIBILITIES

A. Release Time

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

B. Use Of Building

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance in writing of the time and place of all such meetings.

C. Use Of Equipment

The Association shall have the privilege of using school equipment with the permission of the principal at the close of the regular school day when it is not being used for school purposes. Such use shall occur under the supervision of those who are responsible for said equipment. The Association agrees that only experienced operators will use the equipment and that the Association will pay the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof. It is further understood that the use of school equipment shall be limited to that which is necessary for the preparation or reproduction of official Association communications or notices.

D. Bulletin Boards

The Association shall have, a bulletin board in a designated faculty lounge. The Association will also be assigned, by the Principal, space on the bulletin board in the main office for Association notices. Copies of all materials to be posted on such bulletin boards shall be furnished to the building Principal and shall be posted upon approval by the building Principal.

E. Use of School Mail

The Association shall have the right to use the interschool mail facilities and school mailboxes.

ARTICLE V

TEACHER RIGHTS

A. Rights Protection in Representation

The Board hereby agrees that every employee, as defined in Article I Recognition, of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his/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 teacher such rights as he/she may have under New Jersey School laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

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

C. Just Cause

No teachers shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

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

ARTICLE VI

GRIEVANCE PROCEDURE

A. Definition

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

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

B. Procedure for Type "A"

1. A grievance should be presented for consideration as promptly as possible, and in no event later than ten (10) school days after the teacher has become aware of the alleged occurrence. If not filed in writing within this period, then the grievance shall be considered as waived.

2. The last decision given on any grievance in any of the first three steps shall be considered a satisfactory adjustment unless, within seven (7) school days after the decision has been given, the procedure is carried forward to the next step by the aggrieved.

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

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

Level One - Discussion

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

Level Two - Written Appeal

The employee may appeal the Supervisor/Principal's decision to the Superintendent 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/Principal in writing. The Superintendent shall then confer with the concerned parties. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing, along with supporting reasons, to the employee and the Supervisor/Principal.

Level Three - Association Evaluation

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

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

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

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

Level Four - Review by the Board of Education

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

Level Five - Impasse

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

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

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

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

Employee Committee Only

Level Four ----- Board Review

If Employee Committee deems
grievance has merit

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

Level Three - Employee Committee Board may
Review Aggrieved

Level Two Superintendent Reviews

Level One Supervisor/Principal
Reviews

Aggrieved

D. PROCEDURE FOR TYPE "B"

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

Level One - Written Complaint

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

Level Two - Association Evaluation

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

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

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

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

Level Three - Review by the Board of Education

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

ARTICLE VII

TEACHER EMPLOYMENT

Certification

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

Notification

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

Retirement

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

Pre-R.I.F. Conference

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

ARTICLE VIII

TEACHER ASSIGNMENT

Notification

A. Date for presently employed teachers

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

B. New teachers

The Superintendent 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 August 1.

C. Revisions

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

D. Assignment Criteria

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

ARTICLE IX

TRANSFERS

Date of Posting

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

Application Procedure

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

ARTICLE X

PROMOTIONS

A. Positions Included

Promotional positions are defined as follows:

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

1. Date of Posting

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

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

2. Application Procedure

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

B. Criteria for Notice

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

C. Applications

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

ARTICLE XI

PROFESSIONAL DEVELOPMENT AND EDUCATIONAL IMPROVEMENT

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

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

E. Educational Reimbursement

Teachers with "Emergency" to "Certificated" \$356.00.*
 Teachers with "Certificated" to "B.S." in Vocational Education - \$465.00
 Teachers with "B.S." to "Masters of Education" \$520.00.
 Teachers with "Masters of Education" and above - \$520.00.

*This applies only to those in the employ of the district during the 1982-83 school year.

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

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

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

F. Professional Development

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

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

3. Only teachers holding a regular vocational certification shall be considered for participation.
4. Within ten days of completion of participation, a written evaluation of the experience shall be submitted to the Superintendent or as required by federal or state funding guidelines.
5. It is understood that professional development is to be defined as skill and/or trade development, not what is considered as traditional education courses for which credits are awarded.

ARTICLE XII
INSTRUCTOR EVALUATION

- A. Performance appraisals of all instructional personnel will be conducted at times as determined by the Principal and as requested by the Superintendent. All appraisals will be made out in triplicate; one copy for the Superintendent, one copy for the instructor, and one copy to be maintained in the Principal's Office.
- B. Non-tenure Teachers
Non-tenure teachers shall be evaluated by their immediate supervisors at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the teacher and their immediate supervisor for the purpose of identifying any deficiencies, extending assistance for their correction and improving instruction. Such evaluation in each instance shall consist of forty-two (42) minutes in classroom observations.
- C. General Criteria
 1. Open Evaluation
All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, and similar surveillance devices shall be strictly prohibited.
 2. Evaluation by Certificated Supervisors
Teachers shall be evaluated only by persons certificated by the New Jersey State Board of examiners to supervise instruction.
- D. Evaluation Procedure
 1. Communication
Prior to any evaluation report the immediate supervisor of a teacher shall have had appropriate communication, including but not limited to all steps in paragraph 2 below.

2. Reports

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

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

E. Personnel Records

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

F. Tenured Teachers

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

ARTICLE XIII

TEACHING HOURS

A. Teacher Day

1. Check-In Procedure

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

B. Length of Day

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

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

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

D. Lunch Periods

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

ARTICLE XIV

TEACHER WORK YEAR

A. In-School Work Year

1. Ten (10) month employees

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

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

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

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

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

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

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

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

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

ARTICLE XV

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

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

C. Unauthorized Visitors

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

ARTICLE XVI

SICK LEAVE

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

ARTICLE XVII

UNPAID LEAVE OF ABSENCE

1. Any employee of the school district shall be entitled to request, and the Board of Education may grant, an unpaid leave of absence.
2. The request for such leave must be submitted at least four months prior to the requested beginning of the leave 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.
3. Upon returning from an unpaid leave of absence, the school shall offer the employee a contract as stipulated in Article XXI.

4. The increment decision for the employee returning from the unpaid leave will be based upon the criteria of Article XIX.
5. Neither salary nor benefits under this contract shall be provided a teacher on an unpaid leave of absence. The employee has the option of maintaining group coverage payments at the employee's own expense.

ARTICLE XVIII

CONTINGENCY LEAVE DAYS

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

1. In case of the death of a wife, husband, father, mother, brother, sister, child in the family, mother-in-law, father-in-law, no deduction of salary will be made for absence on the working days included in the four day period following such death.

2. In the case of the death of a grandparent, nephew, niece, uncle, aunt, brother-in-law, or sister-in-law, no deduction in salary will be made for absence on day of funeral.

3. In case of absence by reason of court subpoena, no deduction in salary will be made, except where the absentee is a party to the suit.

4. Beginning July 1, 1983, the teachers employed as full-time permanent employees will be entitled to two (2) days of Contingency Leave during the school year for personal business, including religious observations (personal days). If a teacher does not use any personal days during a school year, the teacher will be entitled to three (3) personal days in the next year. The utilization of personal days shall be restricted by the following:

- a) Legal, family, and personal matters which cannot be scheduled outside of school hours. Personal leave cannot be used for recreation, entertainment, or other employment;
- b) Requests for personal day use shall be submitted to the Superintendent at least five school days in advance of intended absence. The request shall state the purpose of the leave;
- c) Personal days cannot be used on consecutive days;
- d) The Superintendent shall review and approve or disapprove each request;
- e) In an emergency, the Superintendent may waive the restrictions of b and c above.

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

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

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

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

Contingency Leave days remaining unused at the end of the school year will not be carried over into the next school year, except as provided in Section 4 above.

ARTICLE XIX

PAY

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

GLOUCESTER COUNTY VOCATIONAL TECHNICAL SCHOOL 1983-84 TEACHER'S SALARY SCHEDULE

1. Shop Teacher Emergency Voc. Certificate	1. Shop Teacher Voc. Cert., No Degree	1. Shop Teacher Voc. Cert., Bach. Degree	1. Shop Teacher Voc. Cert., Bach. + 30 credits Masters	1. Shop Teacher Voc. Cert., Bach. + 30 credits Masters	1. Masters + 30 Grad. Credits Approved by Supt.
2. Coordinator Voc. Cert., No Degree	2. Coordinator Voc. Cert., Bach. Degree	2. Coordinator Voc. Cert., Bach. Degree	2. Coordinator Voc. Cert., Bach. + 30 cr. Masters	2. Coordinator Voc. Cert., Masters	
3. School Nurse Certified	3. Academic Teachers Cert., Bach. Degree	3. Academic Teachers Cert., Bach. Degree	3. Academic Teacher Cert., Bach. + 30 cr.	3. Academic Cert., Masters	
	4. School Nurse Bach. Degree	4. School Nurse Bach. Degree	4. School Nurse Bach. + 30 cr. Masters	4. School Nurse Masters	

STEP	SCHEDULE A	SCHEDULE B	SCHEDULE C	SCHEDULE D	SCHEDULE E	SCHEDULE F
1	12,592	13,219	14,099	14,607	15,116	15,625
2	13,104	13,731	14,614	15,122	15,632	16,141
3	13,616	14,243	15,129	15,637	16,148	16,657
4	14,128	14,757	15,645	16,153	16,663	17,172
5	14,642	15,270	16,160	16,668	17,178	17,688
6	15,156	15,784	16,675	17,183	17,693	18,202
7	15,669	16,299	17,191	17,698	18,208	18,717
8	16,218	16,847	17,740	18,250	18,758	19,268
9	16,814	17,443	18,332	18,842	19,351	19,861
10	17,407	18,036	18,927	19,437	19,945	20,455
11	18,002	18,630	19,520	20,031	20,540	21,050
12	18,596	19,224	20,116	20,625	21,133	21,643
13	19,190	19,820	20,710	21,219	21,729	22,238
14	19,785	20,413	21,304	21,812	22,322	22,831
15	20,378	21,008	21,899	22,408	22,918	23,427
16	20,972	21,601	22,493	23,000	23,510	24,019
17	21,608	22,236	23,129	23,639	24,147	24,657
18	0	22,876	23,763	24,273	24,783	25,293
19	0	0	24,402	24,910	25,420	25,930
20	0	0	25,083	25,592	26,101	26,610

Schedule A is capped at 17 steps.

Coordinators shall be paid an additional \$821 (10 month contract), \$903.10 (11 month contract), \$985.20 (12 month contract).

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

GLOUCESTER COUNTY VOCATIONAL TECHNICAL SCHOOL 1984-85 TEACHER'S SALARY SCHEDULE

1. Shop Teacher 1. Shop Teacher 1. Shop Teacher 1. Masters + 30
 Emergency Voc. Voc. Cert., No Voc. Cert., Bach. Voc. Cert., Bach. Grad. Credits
 Certificate Degree + 30 credits Masters Approved by Supt.
 2. Coordinator 2. Coordinator 2. Coordinator
 Voc. Cert., No Voc. Cert., Bach. Voc. Cert.,
 Degree + 30 cr. Masters
 3. School Nurse 3. Academic
 Certified Teachers Cert., Cert., Masters
 Bach. Degree Bach. + 30 cr.
 4. School Nurse 4. School Nurse
 Bach. Degree Bach. + 30 cr. Masters

STEP	SCHEDULE A	SCHEDULE B	SCHEDULE C	SCHEDULE D	SCHEDULE E	SCHEDULE F
1	12,925	13,596	14,535	15,078	15,622	16,167
2	13,473	14,144	15,086	15,629	16,174	16,719
3	14,021	14,692	15,637	16,181	16,726	17,271
4	14,569	15,240	16,188	16,732	17,278	17,823
5	15,117	15,790	16,740	17,284	17,829	18,374
6	15,667	16,339	17,291	17,835	18,380	18,926
7	16,217	16,889	17,842	18,386	18,932	19,476
8	16,766	17,440	18,394	18,937	19,483	20,027
9	17,353	18,026	18,982	19,528	20,071	20,617
10	17,991	18,664	19,615	20,161	20,706	21,251
11	18,625	19,299	20,252	20,798	21,341	21,887
12	19,262	19,934	20,886	21,433	21,978	22,524
13	19,898	20,570	21,524	22,069	22,612	23,158
14	20,533	21,207	22,160	22,704	23,250	23,795
15	21,170	21,842	22,795	23,339	23,885	24,429
16	21,804	22,479	23,432	23,977	24,522	25,067
17	22,440	23,113	24,068	24,610	25,156	25,700
18	0	23,793	24,748	25,294	25,837	26,383
19	0	24,477	25,426	25,972	26,518	27,064
20	0	0	26,110	26,654	27,199	27,745
21	0	0	26,839	27,383	27,928	28,473

Schedule A is capped at 17 steps and Schedule B is capped at 19 steps.

Coordinators shall be paid an additional \$821 (10 month contract), \$903.10 (11 month contract), \$985.20 (12 month contract).

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

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

2. Increments

- a. An increment is a monetary increase which allows for the placement of a teacher on the next step within a specific salary schedule. When an increment is not granted, the teacher will remain at the same step within a salary schedule."

- b. An increment is not automatic. Increments can be granted annually only upon the recommendation of the Superintendent and the approval of the Gloucester County Vocational School Board. Increments can be given until the top step of the employees classification has been reached.
- c. An increment may be withheld by the Board of Education 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 policies", or lack of professional ethics". The aggrieved employee has the right to appeal to the Board of Education of the Gloucester County Vocational School.
- d. 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*
11 month contract	99 days*
12 month contract	108 days*

*Exclusive of sick, personal, and unpaid leave.

3. Salary Deductions

- a. The Board of Education of the Gloucester County Vocational School offers many benefits to employees through payroll deductions. The only compulsory deductions are Federal Income Tax, F.I.C.A. (Social Security), and the New Jersey Public Employees' Retirement System, and/or Teachers Pension and Annuity Fund and of affiliated associates.
- b. Contributory insurance is compulsory for one (1) year. After the first year contributory insurance may be discontinued, however, it may not be reinstated once discontinued.
- c. Other possible optional deductions from salary or wages are Blue Cross, Blue Shield etc., American Vocational Association, Vocational Education Association of New Jersey as approved by the Board, Bonds, and Teacher Credit Union.
- d. Association Payroll Dues Deductions
 - 1. The Board agrees to deduct from the salaries of its teachers dues for the Gloucester County Vocational Technical Education Association, the New Jersey Education Association, the National Education Association as said teacher individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 New Jersey Public Laws of 1969 (NJSA 52:1415.9e) and under rules established by the State Department of Education. Said monies together with current records of any cor-

rections shall be transmitted to such person as may from time to time be designated by the Gloucester County Vocational Technical Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XX

FRINGE BENEFITS

1. Health Benefits Program

- a. The Board of Education of the Gloucester County Vocational School has elected to participate in the New Jersey State Health Benefits Program and will cover all full-time teachers covered by this Contract and their dependents in accordance with the statutes regulations adopted by the State Health Benefits Division.
- b. The Board of Education of the Gloucester County Vocational School will pay as of July 1, 1975, the premium for the full coverage for full-time teachers covered by this Contract and 100% for dependents coverage under the State Employees' Health Benefits Program which includes Blue Cross-Blue Shield and Major Medical coverage.

Any employee that would have double coverage as a result of a working spouse may elect to have that portion of the premium for the dependent coverage under the above plan applied to the Washington National Disability Insurance.

- c. The Board shall provide to each teacher a description of the health-care insurance coverage provided under this ARTICLE, which shall include a clear description of conditions and limits of coverage as listed above.
- d. The Superintendent shall permit representatives of the NJEA Washington National Income Protection Plan to meet with teachers for the purpose of enrolling new members and permitting present members to adjust their coverages at faculty meetings on a district or building level at the request of the Association. Requests for such meetings shall be made no more than once a year. It is agreed that the Washington National representative shall be permitted a minimum of twenty (20) minutes for the meeting.

2. Prescription Program

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

3. Contributory Insurance

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

4. Pension Plan

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

5. Severance Pay

When a teacher is retiring from education and is eligible for state retirement benefits, the teacher will receive severance pay of \$17 per accumulated sick day.

Only employees who have attained at least five (5) years of service with the district may apply for severance pay.

ARTICLE XXI

EMPLOYMENT NOTIFICATION, RETURN NOTICE

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

ARTICLE XXII

MISCELLANEOUS PROVISIONS

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

ARTICLE XXIII

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 will be required 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 not become members of the Association for the then current membership year. 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 pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid.

- a. Ten (10) days after receipt of the aforesaid list by the Board; or
- b. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first pay check paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

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.

ARTICLE XXIV

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1983 and shall continue in effect until June 30, 1986, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. The Association and the Board agree to negotiate only salary schedules A through F and Severance Pay for the 1985-86 school year. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

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

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

B. Status of Incorporation


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

ASSOCIATION

BOARD OF EDUCATION


June 2, 1983

June 2, 1983



By Herbert Atkinson
It's President

By Floyd D. McLean 
It's President


By Alice M. Metolla
It's Secretary


By Mark Hitchens
It's Secretary