

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, 2009 - JUNE 30, 2012

January 20, 2010

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PREAMBLE

This Agreement is entered into this 1st day of July, 2009 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

WHEREAS, a majority of the employees in the positions designated in the unit described below in the Gloucester County School District has designated the Gloucester County Vocational-Technical Education Association as its 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 the Special Services School District and the Vocational School District of the county of Gloucester, Deptford Township, New Jersey recognizes the Gloucester County Vocational-Technical Education Association as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment of the employees in the unit, i.e., those who hold New Jersey teacher certification, Bachelor's or higher degree, or hold a regular or emergency vocational or technical certificate, and designated faculty, school nurses, coordinators, guidance counselors, child study team members, vocational evaluators, support staff, maintenance staff, technicians, custodians, educational assistants (instructional and noninstructional) and teacher assistants, and providing that the above mentioned agree to abide by the code of ethics of the Education Profession.

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.

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.

ModificationThis 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 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 distribute material through the intra-school mail system, provided that such material is limited to routine Association business and the distribution does not involve school employees during those employees' working hours. The lunch period is not considered to be part of the working hours.

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 VEMPLOYEE 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 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 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.

ARTICLE VIGRIEVANCE 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 Four of this procedure.

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 VIEMPLOYMENT

A. **Certification**

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.

B. **Notification**

1. All certificated association members (10, 11, and 12 months) shall be notified of their contract and salary status for the ensuing year no later than May 15.
2. All teacher assistants, custodians, maintenance staff, technicians, and support staff shall be notified of their contract and salary status for the ensuing year no later than May 31.

C. **Retirement**

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. (N.J.S.A. 18A:28-8)

D. **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.

E. **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:

- (1) **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.

F. **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 Title 18A:17-4.

G. **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.

H. 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.

I. 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.

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 the last day of school for students. The Board will send a list of schedules and assignments of all unit members 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 are proposed after August 1, 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.

ARTICLE IX TRANSFERS

A. Date of Posting

No later than May 15 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. Timely notice of position openings will be made by the Superintendent. Teachers who desire a change in assignment are urged to transmit such request to the Superintendent.

ARTICLE X NEW POSITIONS - TEACHERS

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 ten (10) school days before the final date when applications must be submitted. This period may be shortened if by mutual consent. 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 or his/her designee within the time limit specified in the notice, and the Superintendent or designee 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 or designee 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 at least ten (10) calendar days before the final date when applications must be submitted. In addition, the Superintendent or designee 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 Superintendent agrees to give due consideration to the professional background and attainments of all applicants and other relevant factors. Positions shall be posted in the school or given to interested teachers. Announcements of appointments shall be made by posting a list in the office of the central administration. Said list shall be forwarded to the Association President indicating which positions have been filled and by whom. If postings are rescinded, notification will be placed wherever postings are ordinarily displayed.

D. Promotions - All Other Staff

Vacancies in promotional and other positions shall be posted in areas of access to unit employees and a copy of such postings forwarded to the Association President.

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. Posting notices shall include the title of the position, salary range, shift and work week, clear abstract of job responsibilities and application deadline.

**ARTICLE XI PROFESSIONAL DEVELOPMENT AND
EDUCATIONAL IMPROVEMENT - TEACHERS**

A. Professional Development

The Association 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. Professional Development Committee

1. The Association agrees to cooperate with the Superintendent in arranging in-service courses, workshops, conferences, and programs designed to improve the quality of instruction. Such activities shall be coordinated through establishing a Professional Development Committee. The Committee shall consist of representatives of the teachers association and the administration.
2. Whenever the Board 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

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

D. Provisional Certificate

The Gloucester County Vocational-Technical School Board is permitted to employ teachers to work under a "Provisional Certificate" pending completion of teacher training to qualify for a standard teaching certificate. Initial fee required for participation may be reimbursed by the District, upon successful completion of the training program, and upon the recommendation of the Superintendent. The provisional teacher will pay a fee to the mentor who supports the provisional teacher for the initial 20-day practical experience. (Phase IA). The district will pay a fee to the mentor who serves as the experienced mentor over the 30-week duration of the program (proportionately longer for part-time.)

Applies to all Provisional Teachers.

The Principal is responsible for evaluating the provisional teacher and will determine whether the new teacher is recommended for certification at the end of the first year of instruction. At the conclusion of the training program for alternate route teachers, the teacher will be required to forward a certified check or money order made payable to the Commissioner of Education for the administrative fee for processing the initial standard certification.

NOTE: No college credits are awarded for this provisional certification route.

The Principal will provide the provisional teacher with the support of a mentor teacher for 20 days prior to or during the provisional teacher's first 4 weeks (90 hours) of employment, and provide the Superintendent or designee with the name of the mentor.

All teachers who achieve full certification will be paid in accordance with the new salary rate commencing the payroll period following the Superintendent's review of documentation and recommendation for advancement on the salary guide.

E. Educational Reimbursement

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

All certificated staff members shall be entitled to tuition reimbursement as follows:

The Board will pay the amount equivalent to costs (tuition and service fees) associated with taking six (6) graduate credits at Rowan University for in-state resident rates for courses related to a field of study referenced in this Agreement, except for employees enrolled in a continuing program prior to July 1, 2009. For courses not referenced in this Agreement, the Board will pay the amount equivalent to costs (tuition and service fees) associated with taking three (3) graduate credits at Rowan University for in-state resident rates. Reimbursement will occur only if a grade of "B" or better is attained through an accredited institution. In courses where the grading system is solely Pass or Fail, only a grading of Pass is acceptable for reimbursement.

All other staff shall be entitled to tuition reimbursement as follows:

The Board will pay the amount equivalent to costs (tuition and service fees) associated with taking nine (9) credits at Gloucester County College for in-county rates. Reimbursement will occur only if a grade of "B" or better is attained through an accredited institution. In courses where the grading system is solely Pass or Fail, only a grading of Pass is acceptable for reimbursement.

All other staff shall have the opportunity to enroll, at no charge, to any evening school course. Charges for books and materials shall be borne by the employee. Courses taken shall relate to the employee's job description or upgrading a position in the district. In the case of a night shift worker, such courses may be taken during the day.

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

Reimbursement shall be made according to the following payment schedule for tuition reimbursement:

1. Fall Semester – Payment to be made on or before March 31;
2. Spring Semester – Payment to be made on or before July 31;
3. Summer Semester – Payment to be made on or before October 31, provided verification of credits earned and payment receipts are received a minimum of 30 days prior to July 1, October 1, and March 1, respectively.

F. 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. 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 association member 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. 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.

ARTICLE XII
INSTRUCTOR EVALUATION

A. Performance Appraisals

Performance appraisals of all 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 teacher, and one copy to be maintained in the Administrator's Office.

B. 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.

C. Evaluation Procedure 1. 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 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.
- (4) Increment in jeopardy. When a teacher's increment is in jeopardy, the narrative section will clearly set forth the improvements necessary for the increment to be maintained.

D. 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 \$.10 per sheet, 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.

E. Tenured Teachers

Tenured teachers shall be evaluated by their immediate supervisors a minimum of one (1) time in each school year.

F. Evaluations

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

ARTICLE XIII
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 indicate their presence for duty by placing a check mark and their initials in the appropriate column of the faculty "sign-in/sign-out" roster. In the event that a teacher arrives late or leaves early, s/he shall set forth the time and write his/her initials next thereto.

2. Length of Day

a. The scheduled teacher work day will be:

8:00 a.m.-3:00 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) 80-minute block classes per semester. In the rare event that it becomes necessary for the administration to schedule a fourth class to an academic teacher, the teacher will receive a stipend of \$1,500.00 per semester class for a 40-minute assignment and \$3,000.00 per semester class for an 80-minute assignment class. These classes will be offered through the individual academic departments. 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.

3. Attendance

Teachers will be notified via "Global Connect" 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 at least 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 work hours shall be defined as beginning the first Monday in July until the third Friday in August (7 weeks), seven hours each day, five days per week with no reduction in pay.

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, sign-in and sign-out.

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 in the rate of 1½ times regular rate shall be paid for all time worked in excess of forty (40) hours in any work week or in excess of eight (8) hours in any work day except that any work on Sunday or a Holiday will be paid at 2 times regular rate.

8. Whenever schools are closed due to an emergency, weather or facility related, declared

by the Superintendent, custodial staff shall be obligated to prepare for the 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:

☞ Employment shall be on an hourly basis. Compensation for emergency closure will be the regular rate of compensation plus overtime pay of 2 times (2x) the regular rate of compensation.

☞ 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 two (2) fifteen (15) minute breaks and an unpaid forty (40) minute lunch period daily. The extra assignment rate for teacher assistants is as follows:

2009-10	\$16.50/hour
2010-11	\$17.50/hour
2011-12	\$18.50/hour

2. All teacher assistants hired after the Agreement is ratified, will work from 8:00 a.m. to 3:00 p.m. Those hired prior to the ratification of the Agreement will work from 8:00 a.m. to 2:30 p.m.

D. Support Staff

1. Support staff shall work a forty (40) hour work week with two (2) fifteen (15) minute breaks daily, plus a forty (40) minute unpaid lunch break.
2. Current support staff working less than a forty hour schedule shall be grandfathered under the Board resolution to their current assignment.
3. Summer hours for support staff shall be defined as beginning the first Monday in July until

the third Friday in August (7 weeks), seven hours each day, five days per week 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 hours for technicians shall be defined as beginning the first Monday in July until the third Friday in August (7 weeks), seven hours each day, five days per week with no reduction in pay.

ARTICLE XIV 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 open house - 6:00 - 8:00 p.m.
 - b. two back-to-school programs (1.5 hours maximum each)

or one (3 hour maximum)

5. Any and all additional assignments before or after the work day for posted positions such as WIA, career exploration, customized training, evening school and similar positions, shall be compensated at:

2009-10	\$33.50/hour
2010-11	\$34.00/hour
2011-12	\$34.50/hour

for New Jersey Department of Education professional license, and \$30.00 per hour for non-license, for the term of the Agreement.

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:

2009-2010	\$45.50/hour
2010-2011	\$46.00/hour
2011-2012	\$46.50/hour

6. Any and all additional assignments of a non-teaching nature that involves student supervision outside the normal work hours of certified staff shall be compensated at \$20.00 per hour for the term of the Agreement.

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:

A. 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.

B. The employee shall be paid for unused vacation days at the per diem rate for the contract year in which the employee separates from service. Payment shall be made in a lump sum at the time of separation.

C. The employee shall be paid for unused vacation days at the per diem rate for the contract year in which the employee separates from service (not to exceed 10 days per contract year). Payment shall be made in a lump sum at the time of separation.

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**ARTICLE XV 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 NJSA 34:5A-1 and Public Employee and Occupational Safety and Health Act NJSA 34:6A-25 are hereby noted and available on request to any staff 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.

**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.

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 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.

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. The employee has the option of maintaining group coverage payments at the employee's own expense.

ARTICLE XVIII

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.
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.
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.
2. Personal leave may be requested for personal business or legal matters, which cannot be completed other than during school time. Verification of the reason for the personal day may be required at the discretion of the Superintendent.
3. Personal days may be utilized for emergencies or other urgent reasons not enumerated above if the employee has received the approval of the Superintendent or his/her designee and the employee has completed the required form issued by the Human Resources Department.
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 submitted to the supervisor on the proper form 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 PAY AND SALARY GUIDES

A. Salary

1. 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 for all employees covered by this Agreement.

New hires will receive salary in accordance with the preceding paragraph. Direct deposit is available and employees are encouraged to participate. Applicable banking information must be provided to the payroll department at the time of hire.

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 teacher assistants are listed separately on Exhibits D and E, respectively. In addition, salary guides for all support staff (working 37.5 hours per week or 40 hours per week), maintenance technicians, and other technicians covered by this Agreement are set forth on Exhibits F, G, H, I, and J, respectively.

4. Salary increases will be:

2009-10	4.65%
2010-11	4.5%
2011-12	4.45%

of base salary per year.

Support Staff

Salary will be based on the appropriate percentage (listed above) of the total support staff allocation divided by the number of staff equals the salary increment.

Increments

B.

1. An increment is a monetary increase, which allows for the placement of an employee on the next step within a specific salary schedule. 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 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.

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, 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

Through the life of the Agreement the salary guide provides for longevity increments for teachers as follows:

Teachers Hired Prior to July 1, 2006:

After 3 Years (4 th Year) +300 \$300	After 5 Years (6 th Year) +350 \$650	After 10 Years (11 th Year) +400 \$1,050	After 15 Years (16 th Year) +450 \$1,500
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Teachers Hired After July 1, 2006:

After 5 Years (6 th Year) +350 \$350	After 10 Years (11 th Year) +400 \$750	After 15 Years (16 th Year) +450 \$1,200
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F. All Other Staff

After 5 Years (6 th Year) +300 \$300	After 10 Years (11 th Year) +300 \$600	After 15 Years (16 th Year) +300 \$900
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G. Coordinators

Coordinators shall be paid an additional stipend of \$1,300.00 per year for 2009-10, \$1,350.00 per year for 2010-11, and \$1,400.00 per year for 2011-12. This amount will be prorated for mid-year assignments.

All coordinator stipends shall include but not be limited to the following: Cosmetology, Commercial Foods, Culinary Arts, Baking, Project House, VSO Financial, School-to-Careers, Yearbook, Academy Staff, Construction/Transportation, Culinary Arts/Cosmetology, Construction Trades/Green Initiatives, English/World Languages, Science/Math, and Social Studies/Special Education.

H. Advisors

All advisor stipends shall be at the rate of \$800.00 per year for 2009-10, \$850.00 per year for 2010-11, and \$900.00 per year for 2011-12, and to include but not be limited to the following: DECA, FBLA, FFA, FCCLA, NV-THS-two advisors, HOSA, SkillsUSA-four advisors, Key Club, Newspaper, 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.

I. Coaches

All head coaches will receive a per sport stipend at the rate of \$4,500.00 for 2009-10, \$4,750.00 for 2010-11, and \$5,000.00 for 2011-12, for the term of the Agreement. All assistant coach/freshman coaches will receive a per sport stipend at the rate of \$3,300.00 for 2009-10, \$3,550.00 for 2010-11, and \$3,800.00 for 2011-12, for the term of the Agreement. All intramural sport leaders will receive an annual stipend of \$1,500.00 for the term of the Agreement.

Coaches Driving to Practice/Matches/Meets/Games

A stipend of \$30.00 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 Adrives@ depending of the scheduling and availability of the vehicles and a fair coordination of same by Athletic Director.

J. Black Seal/Shift Differentials

1. Allowances for special licenses and shift differentials:

Black Seal	\$ 800.00/year
Bus Driver License (C.D.L.) (with or without bus driver endorsement)	600.00/year
Certified Pool Operator	500.00/year
2 nd Shift Differential	1,100.00/year
3 rd Shift Differential	1,300.00/year

The duties for those custodians holding a valid black seal license will include boiler maintenance and on-call responsibilities.

K. Uniforms

The Board, for the terms of this Agreement, will provide custodial staff with uniforms that must be worn during working hours. The uniforms will have their name on them and must not be worn off duty. Effective at the signing of the Agreement, the District will issue all existing employees a complete uniform , including 11 shirts, 11 pants, 2 summer and 2 winter jackets. All new

employees will also be provided a complete uniform. Thereafter, the District will provide replacement uniform articles as needed. Employees must exchange worn or damaged items to receive replacement items. The custodial staff will maintain the following items that will be issued yearly:

2 pair of safety work shoes per year which are OSHA approved; 1 pair of foul weather boots; 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.

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 Title 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 XX

FRINGE BENEFITS

A. Health Benefits Program

1. Eligible employees will be enrolled for health, prescription, and dental benefits based on the timetable for enrollment in the New Jersey School Employees' Health Benefits Plan for local and state monthly employers. There is a waiting period of approximately two months (60 days) following an employee's date of hire before plan coverage becomes effective. An exception occurs when 10-month staff members are hired during the summer months. At this occurrence, benefits begin on September 1.

Employees terminating their employment with the District will have their health, prescription, and/or dental benefits or waiver reimbursement terminated in accordance with the timetable for termination in the New Jersey School Employees' Health Benefits Plan for local employers. Termination of coverage is effective the first of the month following the first full month for which no salary was paid; however, deletions received between the first and the fifth of the previous month will also take effect on the first of the month that follows. Termination due to an employee's death takes effect on the first of the month following the employee's date of death.

The timetable and details of and exceptions to these rules can be found in the Employers' Pension and Benefits Administration Manual at the Division of Pension and Benefits website (www.state.nj.us/treasury/pensions/epbam/shbp/shbpee.htm).

2. The Board will pay the premium for the full coverage for full-time employees covered by this Agreement and 100% for dependents' coverage under the School Employees' Health Benefits Program or equivalent program.

New hires may select health coverage under the Patriot V or Premier (subject to title changes) plans through Aetna Health, Inc. only. Employees who wish to select health coverage under the Patriot X (subject to title change) plan must reimburse the Board through payroll deductions the difference in cost between the Patriot X plan and the Premier Plan.

New Jersey Premier

2009-10	No change	
	2010-11	\$100.00 co-pay for Emergency Room visits
	2011-12	\$100.00 co-pay for Emergency Room visits \$100.00 co-pay for outpatient surgical procedures

New Jersey School Patriot V

2009-10	No change	
	2010-11	\$100.00 co-pay for Emergency Room visits
	2011-12	\$100.00 co-pay for Emergency Room visits \$100.00 co-pay for outpatient surgical procedures

New Jersey School Patriot X

2009-10	No change	
	2010-11	\$100.00 co-pay for Emergency Room visits
	2011-12	\$100.00 co-pay for Emergency Room visits \$100.00 co-pay for outpatient surgical procedures

3. The Board shall provide to each employee 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.

4. The Superintendent shall permit Board-approved vendor representatives (i.e., NJEA Prudential Protection Plan) to meet with employees for the purpose of enrolling new members and permitting present members to adjust their coverage at an employee meeting 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 Prudential representative shall be permitted a minimum of twenty (20) minutes for the meeting.

B. Prescription Program

1. The prescription plan co-pay shall be as follows for the term of the Agreement:

<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>	
\$0	\$0	\$0	Mail Order
\$20.00	\$20.00	\$20.00	Generic
\$25.00	\$25.00	\$25.00	Brand Name

C. Contributory Insurance

Full-time employees covered by this Agreement must join the Group Life Insurance Plan for at least the first year of employment and s/he will pay the premium for this insurance as a payroll deduction. At his/her option, the full-time employee covered by this Agreement 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.

D. Pension Plan

Full-time employees covered by this Agreement are required to enroll in the Teachers' Pension and Annuity Fund or Public Employees' Retirement System as applicable. 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.

E. Severance Pay

All Employees

Employees leaving the district after 10 years of employment and upon application with the Teachers' Pension and Annuity Fund (TPAF)/Public Employees Retirement System (PERS) for retirement will be permitted to sell up to 200 days of accumulated sick leave at the rate of \$65.00 per day.

F. Dental Plan

The Board shall provide a dental plan for the employee and his/her dependents at Board expense. The plan shall include \$1,200.00 maximum coverage annually per patient, plus \$1,200.00 lifetime maximum coverage for eligible dependent children. In addition, there is an annual co-pay of \$25.00 per individual or \$75.00 per family.

G. Waiver of Medical, Prescription and/or Dental Benefits

1. Any Association member eligible for the medical, prescription or dental benefits may elect to waive coverage(s) in any of the three programs for him/herself and eligible dependent(s) for one year, subject to required documentation provided to the Board. An employee may take advantage of this waiver, in accordance with the approved plan, upon hire or upon a change in legal marital/civil union status. The Association member shall receive a payment in lieu of coverage as follows:

Health	SY09-10	SY10-11	SY11-12
Family Coverage	\$3,000.00	\$3,500.00	\$4,000.00
Single Coverage	1,250.00	1,500.00	2,000.00
Parent/Child Coverage	2,500.00	3,000.00	3,500.00
Husband/Wife Coverage	2,500.00	3,000.00	3,500.00
Prescription	650.00	850.00	1,000.00
Dental	325.00	350.00	400.00

Payment shall be made on December 15 and June 15. The amount may be prorated based on benefit eligibility date.

2. The Association member makes the election by completing an Application for Waiver of Insurance Coverage form, available in the Human Resources Department during the open enrollment period, due March 30, to be effective July 1. An employee may take advantage of this waiver, in accordance with the approved plan, upon hire or upon a change in legal marital/civil union status.
3. Members may, in certain circumstances, make changes to his/her benefits/waiver status. These circumstances may include changes in personal status which may affect benefits (e.g., marriage, divorce, death, birth, or adoption, or loss of other coverage).
4. If an Association member has elected to waive coverage(s) and dies during the year, a payment shall be made to his/her estate on a prorated amount based upon the time elapsed in the coverage period.
5. All NJEA members may elect to purchase disability insurance through the NJEA Prudential Protection Plan. This benefit is provided at the sole discretion of the Association and by making this benefit available through payroll deduction in no way obligates the District to continue and/or supplement said benefits should the Association discontinue or change the plan.

ARTICLE XXI

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 XXI 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 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 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. 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.

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 XXIV DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, 2012, 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

BOARD OF EDUCATION

Gloucester County Vocational-Technical
Education Association

Special Services School District and the
V o c a t i o n a l
School District of the county of Gloucester

By

By
President
President

By

By
Secretary
Secretary

**Gloucester County Vocational
Technical**

Teacher

2009-2010

Step	A	B	C	D	E	F
1	45,081	45,581	46,081	47,581	48,581	49,581
2	45,630	46,130	46,630	48,130	49,130	50,130
3	46,190	46,690	47,190	48,690	49,690	50,690
4	46,849	47,349	47,849	49,349	50,349	51,349
5	47,527	48,027	48,527	50,027	51,027	52,027
6	48,615	49,115	49,615	51,115	52,115	53,115
7	49,875	50,375	50,875	52,375	53,375	54,375
8	51,135	51,635	52,135	53,635	54,635	55,635
9	52,620	53,120	53,620	55,120	56,120	57,120
10	54,256	54,756	55,256	56,756	57,756	58,756
11	55,843	56,343	56,843	58,343	59,343	60,343
12	57,200	57,700	58,200	59,700	60,700	61,700
13	58,766	59,266	59,766	61,266	62,266	63,266
14	60,319	60,819	61,319	62,819	63,819	64,819
15	62,496	62,996	63,496	64,996	65,996	66,996
16	65,254	65,754	66,254	67,754	68,754	69,754
17	68,456	68,956	69,456	70,956	71,956	72,956
18	75,070	75,580	76,090	77,620	78,640	79,660
18+	75,070	75,580	76,090	77,620	78,640	79,660

When teachers reach maximum step 18, teachers stay on step 18.

**Gloucester County Vocational
Technical**

Teacher

2010-2011

Step	A	B	C	D	E	F
1	47,011	47,511	48,011	49,511	50,511	51,511
2	47,482	47,982	48,482	49,982	50,982	51,982
3	48,099	48,599	49,099	50,599	51,599	52,599
4	48,689	49,189	49,689	51,189	52,189	53,189
5	49,396	49,896	50,396	51,896	52,896	53,896
6	50,406	50,906	51,406	52,906	53,906	54,906
7	51,543	52,043	52,543	54,043	55,043	56,043
8	52,935	53,435	53,935	55,435	56,435	57,435
9	54,412	54,912	55,412	56,912	57,912	58,912
10	56,086	56,586	57,086	58,586	59,586	60,586
11	57,624	58,124	58,624	60,124	61,124	62,124
12	59,075	59,575	60,075	61,575	62,575	63,575
13	60,596	61,096	61,596	63,096	64,096	65,096
14	62,174	62,674	63,174	64,674	65,674	66,674
15	64,276	64,776	65,276	66,776	67,776	68,776
16	67,034	67,534	68,034	69,534	70,534	71,534
17	70,236	70,736	71,236	72,736	73,736	74,736
18	76,823	77,333	77,843	79,373	80,393	81,413
18+	76,823	77,333	77,843	79,373	80,393	81,413

When teachers reach maximum step 18, teachers stay on step 18.

**Gloucester County Vocational
Technical**

Teacher

2011-2012

Step	A	B	C	D	E	F
1	50,000	50,500	51,000	52,500	53,500	54,500
2	50,129	50,629	51,129	52,629	53,629	54,629
3	50,379	50,879	51,379	52,879	53,879	54,879
4	50,601	51,101	51,601	53,101	54,101	55,101
5	51,186	51,686	52,186	53,686	54,686	55,686
6	52,246	52,746	53,246	54,746	55,746	56,746
7	53,533	54,033	54,533	56,033	57,033	58,033
8	54,806	55,306	55,806	57,306	58,306	59,306
9	56,290	56,790	57,290	58,790	59,790	60,790
10	57,976	58,476	58,976	60,476	61,476	62,476
11	59,479	59,979	60,479	61,979	62,979	63,979
12	60,870	61,370	61,870	63,370	64,370	65,370
13	62,436	62,936	63,436	64,936	65,936	66,936
14	63,989	64,489	64,989	66,489	67,489	68,489
15	66,166	66,666	67,166	68,666	69,666	70,666
16	68,924	69,424	69,924	71,424	72,424	73,424
17	72,126	72,626	73,126	74,626	75,626	76,626
18	78,718	79,228	79,738	81,268	82,288	83,308
18+	78,718	79,228	79,738	81,268	82,288	83,308

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

Custodian

Step	2009-2010	2010-2011	2011-2012
1	27,114	28,238	29,228
2	27,504	28,564	29,525
3	27,876	28,912	29,822
4	28,287	29,258	30,109
5	28,678	29,586	30,453
6	29,071	29,913	30,806
7	29,304	30,322	31,148
8	29,656	30,527	31,477
9	31,035	30,972	31,775
10	32,339	32,345	32,441
11	33,511	33,698	33,779
12	34,683	34,923	35,101
13	36,016	36,309	37,647
14	38,979	38,979	40,293
15	42,004	42,508	43,091
15+	42,004	42,508	43,091

When custodians reach maximum step 15, custodians stay on step 15.

**Teacher
Assistants**

Step	2009-2010	2010-2011	2011-2012
1	15,707	16,011	16,669
2	15,932	16,238	16,859
3	16,174	16,483	17,059
4	16,493	16,737	17,279
5	16,904	17,072	17,480
6	17,160	17,500	17,800
7	17,420	17,773	18,252
8	17,684	18,046	18,569
9	17,818	18,318	18,886
10	18,328	18,553	19,202
11	19,700	19,700	19,700
12	20,952	20,952	20,952
13	22,199	22,199	22,199
14	23,940	24,034	24,241

When teacher assistants reach maximum step 14, teacher assistants stay on step 14.

**Gloucester County
Vocational Technical**

Support Staff

2009-2010

Step	37.5 hours	40 hours
1	27,024	28,826
2	27,335	29,157
3	27,652	29,495
4	28,144	30,020
5	28,667	30,578
6	29,211	31,158
7	29,838	31,827
8	31,021	33,089
9	32,208	34,355
10	33,395	35,622
11	34,582	36,888
12	35,769	38,154
13	36,977	39,443
14	38,215	40,763
15	39,453	42,084
16	40,692	43,405
17	41,930	44,726
18	43,168	46,045
19	44,406	47,366
20	45,644	48,686
21	46,882	50,007
22	48,120	51,328
23	49,359	52,649
24	50,597	53,970
25	51,835	55,290
25+	51,835	55,290

**Support
Staff**

Gloucester County Vocational Technical

2010-2011

Step	37.5 hours	40 hours
1	28,240	30,123
2	28,718	30,633
3	29,196	31,142
4	29,685	31,664
5	30,174	32,186
6	30,663	32,707
7	31,153	33,230
8	31,803	33,923
9	32,942	35,138
10	34,081	36,353
11	35,220	37,568
12	36,359	38,783
13	37,498	39,998
14	38,641	41,218
15	39,935	42,598
16	41,228	43,977
17	42,523	45,358
18	43,818	46,739
19	45,111	48,118
20	46,404	49,497
21	47,698	50,877
22	48,991	52,257
23	50,285	53,637
24	51,579	55,017
25	52,872	56,397
25+	52,872	56,397

**Support
Staff**

Gloucester County Vocational Technical

2011-2012

Step	37.5 hours	40 hours
1	29,717	31,698
2	30,214	32,228
3	30,711	32,758
4	31,208	33,289
5	31,718	33,833
6	32,228	34,377
7	32,738	34,921
8	33,249	35,466
9	33,927	36,189
10	35,034	37,370
11	36,141	38,551
12	37,248	39,732
13	38,355	40,912
14	39,462	42,093
15	40,570	43,275
16	41,921	44,716
17	43,272	46,157
18	44,625	47,599
19	45,977	49,042
20	47,327	50,482
21	48,636	51,878
22	49,945	53,274
23	51,254	54,671
24	52,563	56,067
25	53,872	57,463
25+	53,872	57,463

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

**Gloucester County
Vocational Technical**

Technicians BOE

Maintenance Technicians

Step	2008-2009	2009-2010	2010-2011	2011-2012
1	25,082	27,182	29,192	31,472
2	25,651	27,963	29,958	32,156
3	26,273	28,744	30,724	32,879
4	26,639	29,525	31,490	33,602
5	27,515	30,306	32,256	34,325
6	28,669	31,087	33,022	35,048
7	30,001	31,868	33,789	35,772
8	31,179	32,649	34,555	36,495
9	32,684	33,311	35,321	37,218
10	34,267	34,990	36,090	37,941
11	35,891	36,549	37,365	38,704
12	37,502	38,101	38,640	39,893
13	39,205	39,796	39,915	41,069
14	40,857	41,447	41,666	42,387
15	42,491	43,181	43,331	44,070
16	44,150	44,802	45,127	45,877
17	45,805	46,423	46,811	47,683
18	47,414	48,044	48,495	49,559
19	48,976	49,666	50,180	51,485
20	50,561	51,274	51,865	53,411
21	53,239	53,839	54,589	55,339

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

**Gloucester County
Vocational Technical**

Technicians

BOE

Other Technicians

Step		2008-2009	2009-2010	2010-2011	2011-2012
1		26,273	28,744	30,724	32,879
2		26,639	29,525	31,490	33,602
3		27,515	30,306	32,256	34,325
4		28,669	31,087	33,022	35,048
5		30,001	31,868	33,789	35,772
6		31,179	32,649	34,555	36,495
7		32,684	33,311	35,321	37,218
8		34,267	34,990	36,090	37,941
9		35,891	36,549	37,365	38,704
10		37,502	38,101	38,640	39,893
11		39,205	39,796	39,915	41,069
12		40,857	41,447	41,666	42,387
13		42,491	43,181	43,331	44,070
14		44,150	44,802	45,127	45,877
15		45,805	46,423	46,811	47,683
16		47,414	48,044	48,495	49,559
17		48,976	49,666	50,180	51,485
18		50,561	51,274	51,865	53,411
19		53,239	53,839	54,589	55,339
20		53,964	54,514	55,489	55,989
21		54,689	55,540	56,390	57,150

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