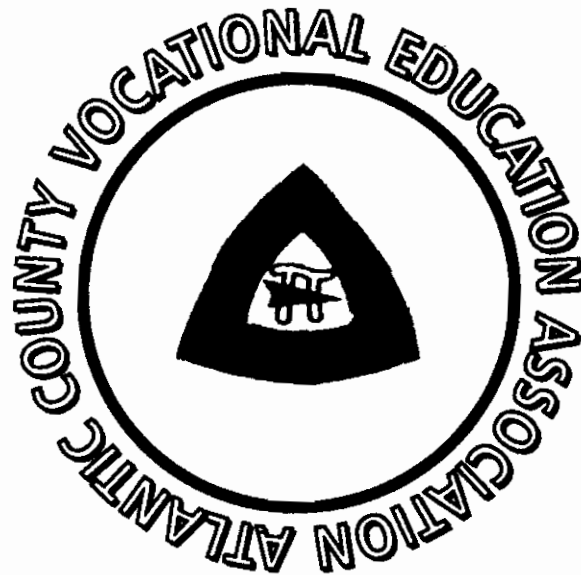
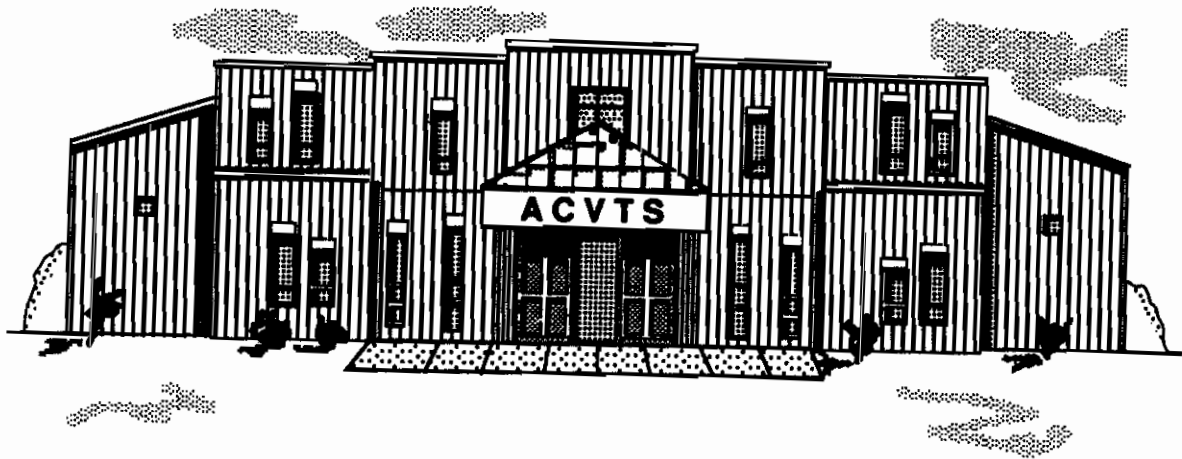


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AGREEMENT TERM

JULY 1-1992 - JUNE 30, 1995

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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 1993 by and between the VOCATIONAL BOARD OF EDUCATION OF THE COUNTY OF ATLANTIC, THE STATE OF NEW JERSEY, hereinafter called the "Board", and the ATLANTIC COUNTY VOCATIONAL TECHNICAL SCHOOL EDUCATION ASSOCIATION, hereinafter called the "Association" and will expire on Date: June 30, 1995

Open issues: Yes X No _____

If yes, list issues.

1. Teacher Mentoring Program
- 2.
- 3.
- 4.
- 5.
- 6.

ARTICLE I
RECOGNITION

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

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

Excluded - Data Processing Manager, Public Information Officer, Principals, Assistant Principals, Administrative Assistant to Superintendent, Secretary to the Board Secretary/Business Administrator, Administrative Secretary to Superintendent, and Administrative Secretary to the Board Secretary/Business Administrator, Director Maintenance/Custodial, Director Property Services, Director Student Personnel Services, Director Alternative School, Coordinator Data/Word Processing, Confidential Secretary to the Principal.

- B. A part-time employee covered under this Agreement is determined as a person working a minimum of twenty (20) hours per week.
- C. Temporary employees in non-Board programs such as JTPA, WIN and PIC who are employed for a period not to exceed 27 weeks are not covered by this Agreement.

- D. In the event there is a disagreement between the parties as to the inclusion or exclusion of personnel from the coverage of this Agreement, and the parties are unable to resolve same, the matter shall be promptly referred to the Public Employment Relations Commission by the moving party for the resolution of the dispute.
- E. All uses of singular gender shall include plural and all uses of masculine shall include feminine as appropriate.
- F. Definitions
1. Employee - Everyone in the Bargaining Unit
 2. Teacher - Professional Staff employee Instructor, Coordinator, Guidance Counselor, Social Worker, School Nurse, Apprentice Coordinator.
 3. Support Staff - Non-Professional employees, Secretaries, Clerical Workers, Data Processing Employees, Maintenance Workers, Head Custodian, Custodians, Cafeteria Utility Workers, Toolroom employees, Security Employees, Cafeteria Workers, Bus Drivers, Career Awareness Specialist

ARTICLE II

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. DEADLINE DATE

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in good faith effort to reach agreement on all matters concerning member employment. Negotiations shall begin in compliance with P.E.R.C. regulations. Any Agreement so negotiated shall apply to all employees in this negotiating unit; shall be reduced in writing; shall be submitted for adoption; shall be signed by the Board and the Association. The Board and the Association retain the right to ratify or reject any tentative agreement reached by their negotiating committees within 28 calendar days.

B. UNDERSTANDING ON MATTERS OF NEGOTIATION

1. This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matters, 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 signed this Agreement.

C. MODIFICATION

This Agreement may not be modified wholly or in part at any time by the parties except by an instrument in writing duly executed by both parties.

D. NEGOTIATING TEAM AUTHORITY

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

E. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals.

F. The Board agrees to furnish to the Association or its representative information when requested in a timely fashion.

ARTICLE III

MAINTENANCE OF WORK OPERATIONS

- A. The Association hereby covenants and agrees that during the term of this Agreement, neither the Association nor any person acting in its behalf will cause, authorize or support, nor will it authorize or condone any of its members taking part in any strike.

ARTICLE IV
ASSOCIATION RIGHTS, PRIVILEGES, AND RESPONSIBILITIES

A. INFORMATION

The Board agrees to furnish to the Association President copies of the Board Minutes of the public Board meetings and access to all public documents referred to therein, within two school days of Board of Education approval of minutes. Notice of approval to be sent to Association President.

B. RELEASED TIME FOR MEETINGS

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

C. USE OF SCHOOL BUILDINGS

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

D. ASSOCIATION RIGHTS:

Any equipment necessary for the storage of records or exclusive use of the Association shall be paid for by the Association and may be kept on school property, provided its location and nature does not interfere with normal school operations, and prior approval of the Superintendent is received. The Association hereby defends, saves and holds the Board harmless from and against any responsibility and liability for loss, damage or destroyed equipment or records.

E. USE OF SCHOOL MAIL:

The Association shall have the right to use intraschool mail facilities and school mailboxes provided such use does not violate U.S. Postal regulations as interpreted by the courts.

F. BULLETIN BOARDS:

The Association shall have a bulletin board in faculty lounge(s) or mutually agreed upon areas. The Association will also be assigned, by the Principal, space on the bulletin board in the General office for Association notices.

G. USE OF SCHOOL EQUIPMENT:

Qualified operators only of this unit shall have the right to use school facilities and equipment, including only typewriters, duplicating equipment, calculating machines, audio-visual equipment, mailboxes, bulletin boards and telephones for local, non-toll calls. In addition, qualified operators only of this unit upon specific authorization by the Principal or his designated representative may use offset press and ancillary machines, dark room equipment, microcomputer and the public address system at times and places designated by the Principal when such is not otherwise in use. The Association agrees to pay for supplies and be liable for any damage to equipment. All equipment shall be used on school premises.

H. ORIENTATION PROGRAMS:

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

I. RELEASED TIME FOR ASSOCIATION PRESIDENT:

The Board shall provide up to three (3) hours per week of released time to the Association President or his/her designee to perform his/her function as Association President in enforcement of this Agreement. The identity of the designee shall be given to the Superintendent at the beginning of the school year. The Association President shall notify the Administration in advance of his/her intention to utilize this time. Class coverage will be the financial responsibility of the Association.

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

ARTICLE V

BOARD RIGHTS AND RESPONSIBILITIES

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

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

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

ARTICLE VI

EMPLOYEE RIGHTS

A. STATUTORY SAVINGS CLAUSE:

Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. 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 Grievance procedure herein set forth.

C. ASSOCIATION IDENTIFICATION:

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

D. REQUIRED MEETINGS OR HEARINGS:

Whenever any employee is required to appear before any administration or supervisor, board or 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 he/she shall be given prior notice in writing of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her during such meeting or interview.

E. 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.

F. CRITICISM OF TEACHERS:

Any question of criticism by a supervisor, administrator or Board member, of a teacher or his instructional methodology, shall be made in confidence and not in the presence of students, parents or other public gatherings.

G. INSURANCE FOR PERSONAL PROPERTY:

The Board shall provide insurance coverage for personal property of employees approved by the administration while on premises and during the performance of their duties to the extent covered under Section I of the school physical damage policy.

H. EVALUATION OF STUDENTS:

If a student's grade, determined by the teacher, is changed by a school administrator or the Board of Education, that teacher shall be so notified immediately. In addition, the teacher shall have the right to submit in writing his/her objection to said change. This objection shall be placed in the teacher's file.

ARTICLE VII

GRIEVANCE PROCEDURE
PROFESSIONAL AND SUPPORTIVE STAFF

A. DEFINITIONS

1. GRIEVANCE

A Grievance is a claim or complaint by a recognized member of the Association identified under Article I, based upon an alleged misinterpretation or misapplication of this Agreement, administrative decision, or policies of the board of Education related to terms and conditions of employment. Non-reappointment of non-tenured teachers will not be a subject of a grievance.

2. GRIEVANT

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

3. PARTY IN INTEREST

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

B. PURPOSE

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

C. PROCEDURE

1. TIME LIMITS

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Parties may agree whenever practicable to expedite grievances filed during the last 30 days of the school year.

2. LEVEL 1

An employee with a grievance shall first discuss it with his/her administrator within twenty-three (23) working days of the alleged act with the objective of resolving the matter informally. If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved party, he/she shall set forth his/her complaint in writing within 5 working days to the administrator. Said administrator shall communicate his/her decision to the aggrieved party in writing within seven (7) working days of the receipt of the written complaint.

3. LEVEL 2

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

4. LEVEL 3

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

5. LEVEL 4

A. Within ten (10) working days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve.

If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

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

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

D. RIGHTS TO REPRESENTATION

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, his/her designee, the Association or any combination thereof.
2. No reprisals of any kind shall be taken by the Board, any member of the Administration, the Association or any representative of the Association, against any individual for participation or failure to participate in the grievance procedure.

E. MISCELLANEOUS

1. GROUP GRIEVANCE

A grievance arising on the same factual situation, affecting more than a single individual, may be entered at the lowest possible level that has authority to resolve the grievance.

2. SEPARATE GRIEVANCE FILE

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

3. MEETINGS

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

F. ADMINISTRATIVE DIRECTIONS AND REGULATIONS

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

G. FLOW CHART OF GRIEVANCE PROCEDURE

<u>STEP</u>	<u>TIME</u>	<u>APPEALED TO</u>
1.	Discussion	Grievance Committee
2. <u>Level One</u>	Informal Discussion within 23 working days	Supervisor/ Administrator
Not resolved	5 working days in writing	
Response	7 working days	
3. <u>Level Two</u>	7 working days	Superintendent
Response	10 working days	
4. <u>Level Three</u>	15 working days	Board of Education
Response	40 calendar days	
Not Resolved	12 working days	All parties in interest
	Submission of Arbitration	
5. <u>Level Four</u>	10 working days	Board and Association
	To agree upon arbitrator	

ARTICLE VIII

COMPLAINT PROCEDURE

- A. Any complaints regarding an employee made to any member of the administration or Board of Education by any parent, student or other person, which are used in any manner to evaluate an employee, shall be promptly investigated and called to the attention of the employee if allowed by law. The employee shall be given an opportunity to respond and/or rebut such complaint, and shall have the right to be represented by the Association at any meeting or conference regarding such complaint that could result in disciplinary action.

ARTICLE IX

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

A.

Teachers shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety, or well-being, except that the decision that it so endangers shall be at the sole discretion of the Principal. If in the sole discretion of the Principal any such condition exists or may arise following any disorders or disruptions in the regular school program, the Safety Committee shall meet with the Superintendent as soon as possible, under the circumstances, to develop mutually acceptable programs to guarantee the safety of students, teachers and property.

B. REPORTING ASSAULTS

1. PRINCIPAL OR IMMEDIATE SUPERIOR

Teachers shall immediately report in writing cases of assault suffered by them in connection with their employment to their Principal or immediate superior.

ARTICLE X

TEACHER WORK YEAR AND HOURS

- A. The work year for ten (10) month certified personnel, exclusive of NJEA convention days, shall not exceed a total of 186 days, with the staff being dismissed two (2) days after the last student's day.
- B. The normal work week shall consist of thirty-six and one quarter (36 1/4) hours including lunch time.
- C. **INCLEMENT WEATHER**
Teacher attendance shall not be required whenever student attendance is not required due to inclement weather.
- D. **POSTING OF CALENDAR**
The calendar for the ensuing year will be posted and included in the staff manual.
- E. **SIGN-IN PROCEDURES:**
1. Teachers shall indicate their presence for duty by setting forth the time of arrival in the appropriate column of the employee "sign-in" sheet.
 2. Teachers shall sign in no later than ten minutes before pupils' day begins, and shall be at their assigned station immediately thereafter.
- F. **ARRIVAL AND DEPARTURE TIMES DURING THE SCHOOL DAY:**
1. Teachers may leave the school grounds during their scheduled duty free lunch periods if they sign out.
 2. All authorized arrival and departure times during the day shall be noted in the proper record sheet.
- G. **TEACHER DAY**
1. The teacher's school day shall not exceed seven and one quarter (7 1/4) hours including lunch time.

2. Professional Staff members shall be paid at the rate of \$18.00 per hour for all classes/programs taught beyond the regular 7 1/4 hour day and/or the contractual school year. A rate of \$16.00 per hour shall be paid for hours worked not directly related to the educational process. Said hours must be approved in advance by the Superintendent. This rate is to become effective July 1, 1993.
3. Compensation provided for in G(2) above shall not apply to Certification Night, Open House or Board Meetings.

H. LUNCH AND BREAK PERIODS

1. Teachers shall have a daily duty free uninterrupted lunch period of at least thirty-five (35) minutes which will be part of the work day.

I. FACULTY MEETINGS:

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

ARTICLE XI

WORK YEAR AND WORK DAY-SUPPORTIVE STAFF

A. Work Year

1. The work year for ten (10) month personnel excluding the NJEA Convention days, shall not exceed a total of 186 days with the last workday being two (2) days after the student's last day.

B. The work day shall consist of the following:

1. Cafeteria employees - eight (8) hours, including a thirty (30)-minute lunch break.
2. All other employees - eight (8) hours, including a thirty (30)-minute lunch break.

- C. All support staff personnel shall receive two (2) fifteen (15) minute paid coffee breaks per day. Abuse of this privilege may result in disciplinary action to the individual.

ARTICLE XII

OVERTIME-SUPPORTIVE STAFF

- A. All supportive employees of the bargaining unit shall receive overtime in the amount of one and one-half (1 1/2) times their base rate of pay for each hour worked in excess of forty (40) hours per week..
- B. Employees shall be expected to work a reasonable amount of overtime upon request.
- C. The administration retains the right to assign overtime on an equitable basis. Overtime assignments for maintenance/custodial work shall be distributed as equitably as possible based upon a rotating list of employees by seniority, except if special qualifications for an assignment are needed.
- D. In any week in which there is an authorized holiday, such holiday shall be granted as a normal work day in computing compensation for overtime pay.
- E. At the employee's option and with the Superintendent or his designee's approval, compensatory time at one and one-half (1 1/2) times the hours worked will be granted in lieu of overtime pay.
- F. Ten (10) month supportive employees called into work on a "snow day" shall receive 2 1/2 times the employee's hourly rate for all hours worked. The minimum call back pay shall be for four (4) hours even if the employee does not work for four (4) hours.

ARTICLE XIII

SICK LEAVE

- A. Ten (10) month employees shall be entitled to ten (10) days per year. Employees hired after the commencement of the school year shall receive sick days on a pro rata basis.
- B. Twelve (12) month employees shall be entitled to twelve (12) sick days per year. Employees hired after the commencement of the school year shall receive sick days on a pro rata basis.
- C. Unused sick days may accumulate from year to year with no limitations.
- D. Sick leave is defined to mean absence from post or duty because of personal disability due to illness or injury (non-job related) or as a result of medically documented contagious disease in the employee's immediate household.
- E. Any employee absent on sick leave may be required by the Board to submit a physician's written statement certifying his/her disability; and every employee absent for five or more consecutive sick leave days shall be required to submit such a statement.
- F. On a case by case basis, in the event of an extended verified illness which goes beyond accumulated sick leave, an employee may be granted additional sick leave by the Superintendent and the Board less the cost of a substitute. Any decision by the Board shall not constitute precedent in any future actions under this paragraph.

G. Employees shall be notified of the number of unused sick days on file twice a year: July 1 for twelve (12) month employees, September 1 for ten (10) month employees and February 15 for both 10 and 12 month employees.

H. Rules

1. The rules which follow in #2 a-e apply to the payment of salaries during periods of illness or disability of those employees designated under Article I, Recognition.
2. The Board retains the right to place an employee on medical disability leave for any one of the following reasons:
 - a. Whenever the employee's physical condition adversely affects ability to continue to provide effective service.
 - b. The physical condition or capacity is such that the employee's health would be impaired if permitted to continue working.
 - c. The employee fails to produce a certificate from physician stating that said employee is medically able to continue work.
 - d. The Board of Education's physician and the employee's physician agree that said employee cannot continue working.
 - e. Following any difference of medical opinion between the Board's physician and the employee's physician the Board requests expert consultation in which case a medical society shall appoint an impartial third physician who shall examine the employee and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue work. The expense of any examination by an impartial third physician under this paragraph shall be paid by the Board.

- I. Upon and employee's return from sick leave, the Board may require said employee to produce a certificate from a physician showing that said employee is capable of working. If the Board's physician is in disagreement, that conflict of medical opinion shall be resolved in the same manner as is set out in Section H #2e, this Article.
- J. In charging an employee with sick leave, the smallest unit to be considered is one-half (1/2) of a working day. If an employee reports for work and becomes sick on the job, the maximum amount of time charged to his/her sick leave shall not exceed half (1/2) day. Time accounting shall remain as current practice.
- K. If it is necessary for an employee to be absent or late, he/she must notify the school at the earliest practicable time, but in no event shall this notification be later than sixty (60) minutes before he/she is scheduled to report to work.
- L. Except in case of emergency, an employee who is absent, for two (2) consecutive days or more and does not notify the school, shall forfeit pay for those days.
- M. In verifying possible abuse of sick leave, prior to a decision being made by the Board, the individual will be given an opportunity to respond and have a right to representation.

ARTICLE XIV

PERSONAL LEAVE

- A. Twelve (12) month employees covered under this agreement shall be allowed five (5) days of non-consecutive personal business leave annually and ten (10) month employees shall be allowed four (4) days of non-consecutive personal business leave annually with the approval of the Superintendent, including personal leave for illness in the immediate family. One (1) of the total personal business days allowed each year shall be granted without the necessity of the employee stating the reason for such day.
- B. A personal business day application shall, except in cases of emergency, be made at least five (5) school days prior to the personal day to be taken. The administrator shall respond to such application within two (2) working days of such application.
- C. The application form shall contain a specific acknowledgement by the employee that personal leave may not be taken for the purpose of recreation. Such leave shall not be used to extend a vacation or holiday unless such leave is of an emergency nature.
- D. Additional time may be granted at the sole discretion of the Superintendent for emergency purposes.
- E. Employees shall be notified of the number of unused personal days on February 15th.
- F. Employees serving as jurors who are unable to obtain an exemption from jury duty shall receive full pay.
- G. Employees who require time necessary for required appearances in any legal proceedings directly related to the employee's normal duties and responsibilities shall receive full pay with issuance of a subpoena or upon recommendation of an attorney.

ARTICLE XV

VACATIONS

A. 12 MONTH PROFESSIONAL STAFF

1. All twelve (12) month professional staff employees shall receive twelve (12) vacation days per year, pro-rated from the first day of employment through June 30 the first year.
2. Twelve (12) days will be credited for each year until the completion of the third full year of employment.
3. On the July 1 following completion of the third full year, fifteen (15) vacation days will be credited and will continue for each year thereafter.
4. An employee who has completed six (6) months service, or more, prior to June 30th of a given year, may take accrued vacation after June 30th of that year. If the employee has not completed six (6) months service by June 30th, the employee shall not be eligible to take his/her vacation until the following June 30th.
5. Employees may accumulate their vacations beyond August 1st of any year, to a maximum of two (2) years worth of earned vacation, upon written notice to the Superintendent, stating the reasons therefore, and upon the written approval of the Superintendent.
6. Employees who have accrued vacation shall receive pay for such accrued vacation that has not been taken upon their termination.

B. 12 MONTH SUPPORTIVE STAFF

1. All twelve (12) month supportive staff employees shall receive ten (10) vacation days per year, pro-rated from the first day of employment through June 30 the first year.
2. Ten (10) days will be credited for each year until the completion of the third full year of employment.
3. On the July 1 following the completion of the third full year, fifteen (15) days will be credited.
4. On the July 1 following the completion of the sixth full year, eighteen (18) vacation days will be credited.
5. On the July 1 following the completion of the tenth full year, twenty (20) vacation days shall be credited and will continue for each year thereafter.
6. An employee who has completed six (6) months service, or more, prior to June 30th of a given year, may take accrued vacation after June 30th of that year. If the employee has not completed six (6) months service by June 30th, the employee shall not be eligible to take his/her vacation until the following June 30th.
7. Employees may accumulate their vacations beyond August 1st of any year, to a maximum of two (2) years worth of earned vacation, upon written notice to the Superintendent, stating the reasons therefore, and upon the written approval of the Superintendent.
8. Employees who have accrued vacation shall receive pay for such accrued vacation that has not been taken upon their termination.

ARTICLE XVI

FUNERAL LEAVE

A. DEATH IN IMMEDIATE FAMILY

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

B. FUNERAL LEAVE

1. Each employee shall be entitled to one (1) day of leave due to the death of grandchild, grandparent, aunt or uncle, spouse's brother or sister.

- C. The Board may require reasonable proof of death of any relative for bereavement leave.

ARTICLE XVII

HOLIDAYS-SUPPORTIVE STAFF

- A. Twelve (12) month employees shall receive paid holidays during this contract period in accordance with the school calendar.
- B. Security personnel shall be entitled to compensatory time off, or pay in lieu thereof, in accordance with the school calendar, at the rate of double their base hourly rate, at the Superintendent's discretion for holidays worked.
- C. All employees shall also be entitled to the following holidays with pay.
 - 1. The Friday after Thanksgiving
 - 2. The Monday after Easter Sunday if school is closed for students.
 - 3. Veterans' Day
- D. The total Supportive Staff shall receive Holy Thursday, December 24 and December 31st as fully paid holidays, if school is closed for students.
- E. During school closing, the Superintendent, at his discretion, may approve covering the school offices by a reduced staff on a rotating schedule, if the workload permits. Days granted under this paragraph shall not be charged against the employee's sick days, holidays, vacation, etc.
- F. Cafeteria employees work the same school year as ten (10) month teachers.
- G. The administration shall provide separate calendars for professional and supportive staff.

ARTICLE XVIII

SABBATICAL LEAVE

A. PURPOSE

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

B. CONDITIONS

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

1. Only one employee may be granted sabbatical leave at any one time.
2. Requests for sabbatical leave must be received by the superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, not later than February 1st. of the school year preceding the school year for which the sabbatical leave is requested.
3. The teacher has completed at least seven (7) full years of service in the school district.
4. The employee shall be entitled to half pay for a full year or full pay for a half year and must return to employment with the Atlantic County Vocational School for a minimum of two (2) years immediately following the term of the sabbatical leave. If circumstances prevent two (2) years of service following such

leave, the employee must return fifty (50%) percent of the salary for the sabbatical year. If an employee dies, the estate shall not be responsible for payment. If the employee suffers an extended illness, there shall be no repayment as long as the employee returns after said illness for two (2) years.

5. Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the same level preceding the sabbatical unless such leave was for a period of one-half (1/2) year or less.
6. Only one (1) sabbatical leave may be granted to each employee during his district employment.
7. Such leave must be necessary for the completion of a particular program.

ARTICLE XIX

SNOW DAYS

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

ARTICLE XX

TEACHER PLACEMENT ON GUIDE

- A. To be eligible to be recommended for full salary increment, the employee must begin work on or before February 1 of the contractual year. Persons who cannot meet the above requirement shall not be eligible for a salary increment until the conclusion of the next fiscal year.

ARTICLE XXI

SALARY

- A. The salaries of all personnel covered by this agreement are set forth in the schedules which are attached hereto and made a part of the negotiated agreement.
1. The parties agree that the attached schedules shall be the salary guides for the term of this agreement. Should the State of New Jersey enact legislation during the term of this agreement that creates an increase in the mandatory minimum salary for teaching staff members' salaries, the only change to the attached salary guides shall be to raise applicable teaching staff members' salaries that are below that mandatory minimum salary up to that mandatory minimum salary.
 2. Increment
 - a. An increment is a monetary increase which allows for the placement of an employee on the next step within a specific salary schedule.
 - b. An increment is to be determined by the difference of a smaller step on the salary guide from the next larger step.
- B. All employees shall be paid in equal installments every other Friday (10 month employees - Sept. through June; 12 month employees - July through June). When a payday falls on a holiday or during a school closing, checks shall be distributed on the last working day preceding such weekend, holiday or school closing. Ten month employees shall receive their final paycheck in June on their last working day.
- C. Normal salary increments and salaries provided for in Schedules may be granted or withheld by the Board upon recommendation of the Superintendent, as prescribed by law in Title 18A. An employee may be advanced only one (1) step during one (1) year under this agreement.

- D. Ten (10) month employees shall be employed from September 1 through June 30, prorated during their first year from the first day of continuous contract employment.
- E. Twelve (12) month employees shall be employed from July 1, through June 30, prorated during their first year from the first day of continuous contract employment.
- F. Twelve (12) month employees will receive 1.20 times the ten (10) month salary, plus vacation as granted by this Agreement.
- G. The Association will be notified at once as to any administrative error regarding payroll. A meeting between the Association president or representative and the Superintendent to explain the error and correction. The Association meeting with the Administrator will not infringe on members rights to file grievances.
- H. When a deduction has not been made on time due to administrative error, the employees shall be notified when and how the matter will be handled at least five (5) working days before payday. Monies which should have been withheld and are not, shall be withheld evenly among pay periods.
- I. Employees may individually elect to have ten (10) percent of their monthly salary deducted from their pay. These funds shall be paid to the employee on the final payday in June with no interest.
- J. **EMERGENCY PAY:** An employee may request in writing or person to the Chief School Administrator a request for emergency pay to satisfy a financial requirement prior to a scheduled payday.
- K. **STIPEND FOR CLUB ADVISORS:** Club Advisors (as per adopted job description) will be paid a stipend of \$600. The stipend will be paid in two (2) installments: The end of the second marking period and at the end of the school year.

1992-93 SALARY GUIDE PROFESSIONAL STAFF

<u>STEP</u>	A	B	C	D	E	F	G	H
1	25,645	26,125	26,605	27,085	27,657	28,231	28,800	29,369
2	25,945	26,425	26,905	27,385	27,957	28,531	29,100	29,669
3	27,016	27,496	27,976	28,456	29,028	29,602	30,171	30,740
4	28,125	28,605	29,085	29,565	30,137	30,711	31,280	31,849
5	29,274	29,754	30,234	30,714	31,286	31,860	32,429	32,998
6	30,462	30,942	31,422	31,902	32,474	33,048	33,617	34,186
7	31,689	32,169	32,649	33,129	33,701	34,275	34,844	35,413
8	32,955	33,435	33,915	34,395	34,967	35,541	36,110	36,679
9	34,264	34,744	35,224	35,704	36,276	36,850	37,419	37,988
10	36,504	36,984	37,464	37,944	38,516	39,090	39,659	40,228
11	-----	39,184	39,664	40,144	40,716	41,290	41,859	42,428

1. A - EMERGENCY CERTIFICATION B - PERMANENT CERTIFICATION C - 100 CREDITS
D - BACHELOR'S DEGREE E - BACHELOR'S DEGREE PLUS 15 GRADUATE CREDITS
F - MASTER'S DEGREE G - MASTER'S DEGREE PLUS 15 GRADUATE CREDITS
H - MASTER'S DEGREE PLUS 30 GRADUATE CREDITS

2. An increment will be granted to employees for service as identified in Article XX.

3. Schedule C (+100 credits) - must be accepted by a recognized four (4) year institute and recorded by transcript.

4. Schedules E (B + 15), F (MASTER'S), G (MASTER'S + 15), H (MASTER'S + 30): All credits at graduate level and approved by Superintendent.

1993-94 SALARY GUIDE PROFESSIONAL STAFF

<u>STEP</u>	A	B	C	D	E	F	G	H
1	26,582	27,062	27,542	28,022	28,594	29,168	29,737	30,306
2	26,882	27,362	27,842	28,322	28,894	29,468	30,037	30,606
3	27,182	27,662	28,142	28,622	29,194	29,768	30,337	30,906
4	28,291	28,771	29,251	29,781	30,303	30,877	31,446	32,015
5	29,440	29,920	30,400	30,880	31,452	32,026	32,595	33,164
6	30,700	31,180	31,660	32,140	32,712	33,286	33,855	34,424
7	31,855	32,335	32,815	33,295	33,867	34,441	35,010	35,579
8	33,121	33,601	34,081	34,561	35,133	35,707	36,276	36,845
9	34,670	35,150	35,630	36,110	36,682	37,256	37,825	38,394
10	37,710	38,190	38,670	39,150	39,722	40,296	40,865	41,434
11	-----	41,544	42,024	42,504	43,076	43,650	44,219	44,788

1. A - EMERGENCY CERTIFICATION B - PERMANENT CERTIFICATION C - 100 CREDITS
D - BACHELOR'S DEGREE E - BACHELOR'S DEGREE PLUS 15 GRADUATE CREDITS
F - MASTER'S DEGREE G - MASTER'S DEGREE PLUS 15 GRADUATE CREDITS
H - MASTER'S DEGREE PLUS 30 GRADUATE CREDITS
2. An increment will be granted to employees for service as identified in Article XX.
3. Schedule C (+100 credits) - must be accepted by a recognized four (4) year institute and recorded by transcript.
4. Schedules E (B + 15), F (MASTER'S), G (MASTER'S + 15), H (MASTER'S + 30): All credits at graduate level and approved by Superintendent.

1994-95 SALARY GUIDE PROFESSIONAL STAFF

STEP	A	B	C	D	E	F	G	H
1	27,609	28,089	28,569	29,049	29,621	30,195	30,764	31,333
2	27,909	28,389	28,869	29,349	29,921	30,495	31,064	31,633
3	28,209	28,689	29,169	29,649	30,221	30,795	31,364	31,933
4	28,509	28,989	29,469	29,949	30,521	31,095	31,664	32,233
5	29,674	30,154	30,634	31,114	31,686	32,260	32,829	33,398
6	30,880	31,360	31,840	32,320	32,892	33,466	34,035	34,604
7	32,203	32,683	33,163	33,643	34,215	34,789	35,358	35,927
8	33,416	33,896	34,376	34,856	35,428	36,002	36,571	37,140
9	35,174	35,654	36,134	36,614	37,186	37,760	38,329	38,898
10	37,674	38,154	38,634	39,114	39,686	40,260	40,829	41,398
11	40,374	40,854	41,334	41,814	42,386	42,960	43,529	44,098
12	-----	44,054	44,534	45,014	45,586	46,160	46,729	47,298

1. A - EMERGENCY CERTIFICATION B - PERMANENT CERTIFICATION C - 100 CREDITS
D - BACHELOR'S DEGREE E - BACHELOR'S DEGREE PLUS 15 GRADUATE CREDITS
F - MASTER'S DEGREE G - MASTER'S DEGREE PLUS 15 GRADUATE CREDITS
H - MASTER'S DEGREE PLUS 30 GRADUATE CREDITS
2. An increment will be granted to employees for service as identified in Article XX.
3. Schedule C (+100 credits) - must be accepted by a recognized four (4) year institute and recorded by transcript.
4. Schedules E (B + 15), F (MASTER'S), G (MASTER'S + 15), H (MASTER'S + 30): All credit at graduate level and approved by Superintendent.

1992-93 SALARY GUIDE SUPPORTIVE STAFF

<u>STEP</u>	S/A	S/B	S/C	S/D	S/E	S/F
1	15, 911	13,25M9	26,227	17,291	23,445	18,252
2	16,186	13,488	26,607	17,516	23,785	19,286
3	16,463	13,719	26,988	17,741	24,120	20,386
4	16,745	13,954	27,371	17,988	24,467	21,486
5	17,031	14,193	27,755	18,271	24,720	22,786
6	17,558	14,632	28,446	18,801	25,363	24,186
7.	18,188	15,157	29,269	19,432	25,803	25,686
8	18,918	15,765	30,166	20,169	26,474	27,286
9	19,718	16,432	31,157	20,979	27,305	28,986
10	21,081	17,568	32,988	22,368	28,928	30,786

1. S/A - MAINTENANCE/CUSTODIAL (12 MONTH) S/B - CAFETERIA AIDE (10 MONTH)
S/C - MAINTENANCE MECHANIC (12 MONTH) S/D - ADMINISTRATIVE SECRETARY,
KEY-PUNCH OPERATOR, SWITCHBOARD OPERATOR (12 MONTH) S/E - COMPUTER
PROGRAMMER/OPERATOR (12 MONTH) S/F - CAREER AWARENESS SPECIALIST
(TEN MONTH/7 1/4 HOUR WORK DAY)
2. An increment will be granted to employees for service as identified in
Article XX.

1993-94 SALARY GUIDE SUPPORTIVE STAFF

<u>STEP</u>	S/A	S/B	S/C	S/D	S/E	S/F
1	16,449	13,708	27,114	17,876	24,238	18,870
2	16,733	13,944	26,506	18,108	24,589	19,970
3	17,019	14,183	27,900	18,341	24,935	21,170
4	17,311	14,426	28,296	18,596	25,294	22,470
5	17,606	14,672	28,693	18,888	25,556	23,870
6	18,152	15,127	29,408	19,437	26,220	25,420
7	18,802	15,668	30,258	20,088	26,675	27,070
8	19,558	16,298	31,185	20,850	27,369	28,820
9	20,385	16,988	32,210	21,688	28,228	30,670
10	22,156	18,463	34,670	23,509	30,398	32,633

1. S/A - MAINTENANCE/CUSTODIAL (12 MONTH) S/B - CAFETERIA AIDE (10 MONTH)
S/C - MAINTENANCE MECHANIC (12 MONTH) S/D - ADMINISTRATIVE SECRETARY,
KEY-PUNCH OPERATOR, SWITCHBOARD OPERATOR (12 MONTH) S/E - COMPUTER
PROGRAMMER/OPERATOR (12 MONTH) S/F - CAREER AWARENESS SPECIALIST
(TEN MONTH/7 1/4 HOUR WORK DAY)
2. An increment will be granted to employees for service as identified in
Article XX.

1994-95 SALARY GUIDE SUPPORTIVE STAFF

<u>STEP</u>	S/A	S/B	S/C	S/D	S/E	S/F
1	17,175	14,314	28,393	18,746	25,380	18,599
2	17,477	14,565	28,809	18,993	25,753	19,867
3	17,779	14,816	29,225	19,240	26,126	21,135
4	18,083	15,069	29,644	19,487	26,493	22,484
5	18,393	15,328	30,065	19,758	26,875	23,920
6	18,706	15,589	30,486	20,069	27,153	25,446
7	19,287	16,072	31,246	20,652	27,859	27,071
8	19,977	16,647	32,149	21,344	28,342	28,798
9	20,789	17,317	33,134	22,153	29,080	30,637
10	21,659	18,050	34,223	23,044	29,992	32,592
11	23,541	19,617	36,837	24,978	32,298	34,679

1. S/A - MAINTENANCE/CUSTODIAL (12 MONTH) S/B - CAFETERIA AIDE (10 MONTH)
S/C - MAINTENANCE MECHANIC (12 MONTH) S/D - ADMINISTRATIVE SECRETARY,
KEY-PUNCH OPERATOR, SWITCHBOARD OPERATOR (12 MONTH) S/E - COMPUTER
PROGRAMMER/OPERATOR (12 MONTH) S/F - CAREER AWARENESS SPECIALIST
(TEN MONTH/7 1/4 HOUR WORK DAY)
2. An increment will be granted to employees for service as identified in
Article XX.

ARTICLE XXII

LONGEVITY

- A. In addition to an employee's base salary he/she shall receive longevity compensation each year as follows:

At the beginning of an employee's 6th year of continuous employment	\$375.00
At the beginning of an employee's 10th year of continuous employment	\$650.00
At the beginning of an employee's 15th year of continuous employment	\$950.00

An employee's base salary shall be adjusted to include longevity pay as part of his/her base salary.

ARTICLE XXIII

PAYROLL PROCEDURE

A. SUMMER PAYMENT PLAN

1. Employees may individually elect in writing to have a specific amount of their monthly contract salary deducted from their pay. Such deductions shall be deposited by the board with the ABCO Credit Union in one lump sum monthly check.. The Credit Union shall have the sole responsibility for allocating the funds to the respective employees' accounts and for disbursing the same to the employees. Employees desiring to participate shall so notify the Board before September 1. The Association and all employees electing to have such deductions made, shall save the Board harmless for any losses incurred respecting such deposited funds following transmission of such funds by the Board, and received by ABCO Credit Union.

B. TAX SHELTERED ANNUITIES

1. Employees shall have the opportunity to participate by payroll deduction in the Tax Sheltered Annuity Programs. A maximum of five (5) shall be selected by the Association and submitted to Board.
2. The employees shall save the Board harmless

ARTICLE XXIV

AGENCY SHOP PROVISION

AFFILIATED DUES
DEDUCTION FROM SALARY

A. The Board agrees to deduct local and affiliated dues for the Atlantic County Vocational Technical Education Association, the Atlantic County Education Association, the New Jersey Education Association, and the National Education Association, from the salaries of employees, upon request, in compliance with Chapter 233, N.J. Public laws of 1969 (N.J.S.A. 52:14-15.9e) and under the rules and regulations of the New Jersey State Department of Education pertaining thereto.

B. REPRESENTATION FEE:

1. Purpose of Plan: If a bargaining unit member does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) 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 to offset the costs of services rendered by the Association or majority representative.
2. Amount of Fee: 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 members for that membership year. The representation fee to be paid by non-members shall not exceed 85% of that amount.

The Association will certify to the Board, prior to the start of each membership year, that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments

that are expended, a) for partisan, political, or ideological activities or causes that are only incidentally related to terms and conditions of employment, or B) applied toward the cost of benefits available only to members of the majority representative.

3. Deduction and Transmission of Fees: The board agrees to deduct from the salary of any bargaining unit member who is not a member of the Association for the current membership year the full amount of representation fee set forth in Schedule B above and promptly transmit the amount so deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each bargaining unit member during the remainder of the membership year in question. The deductions will begin thirty (30) days after the bargaining unit member begins his or her employment in a bargaining unit position.

The Association, before any deductions are made, will first establish a demand and return system. This system will provide that a non-union member may appeal the amount of the representation fee assessed against him/her. The Association will provide the non-member with a full and fair hearing, and has the burden of proof in justifying the amount of the fees. Non-members who are dissatisfied with the outcome of their appeal at the local levy may appeal further.

4. Indemnification and Save Harmless Provision: The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article provided that the Board gives the Association reasonable notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this Paragraph.

5. Termination of Employment: If a bargaining unit member 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 paycheck paid to said bargaining unit member during the membership year in question and promptly forward same to the Association.

The procedure explained above will apply to all Association members and not just to those who pay a representation fee. This statement is meant to provide equal treatment for Association and non-Association members. The Board will endeavor to comply with the foregoing, but the Board shall not be liable to the Association for any deductions under this paragraph which it fails to make.

6. Mechanics: Except as 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.
- C. A voluntary deduction plan for A Credit Union as determined by the Association will be maintained through the life of this Contract.
 - D. The Association shall certify to the Board, in writing, prior to August 1, the current rate of membership dues for the coming school year.
 - E. The Association will secure the signature of its members on payroll deduction forms and deliver the signed forms to the Board. Any such written authorization may be withdrawn by the employee by his/her filing notice of withdrawal with the Board. The filing of said notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which the notice of withdrawal is filed.

ARTICLE XXV

HEALTH BENEFITS

- A. During the lifetime of this agreement, the Board shall continue to provide Blue Cross, Blue Shield, Major Medical, and Rider J coverage for employees and their immediate families covered under this agreement.
- B. In addition to A, above, the Board shall provide the following health benefits for the length of this contract:
1. Dental Program:
Board pays 75% of the Total Cost
Employee Pays 25% of the Total Cost
 2. Prescription Program: (*see below)
Board pays 85% of the Total Cost
Employee pays 15% of the Total Cost
 3. Vision Program:
Board pays 60% of the Total Cost
Employee pays 40% of the Total Cost
- C. The board reserves the right to change insurance carriers, so long as substantially similar benefits are provided.
- * Prescription Plan -
- | | | |
|---------------------|--------|---------|
| Co-pay increases to | \$3.00 | 1993-94 |
| Co-pay increases to | \$5.00 | 1994-95 |

ARTICLE XXVI

RETIREMENT REIMBURSEMENT FOR UNUSED SICK DAYS

- A. Upon retirement in accordance with the pension plan or vesting under such plan with at least ten years service in the Atlantic County Vocational Technical School District, an employee will receive a per diem rate for accumulated sick days as follows:

Professional Staff	\$60.00 per day	(1992-93)
	\$65.00 per day	(1993-94)
	\$72.50 per day	(1994-95)
Support Staff	\$40.00 per day	(1992-93)
	\$44.00 per day	(1993-94)
	\$48.00 per day	(1994-95)
Up to a cap of:		
	\$10,000.00	1992-93
	\$11,000.00	1993-94
	\$12,500.00	1994-95

- B. In order to receive benefits conferred in paragraph A, each employee must give the Board notice of his plans to retire, in writing, one school year in advance. If the notice above is not given in a timely fashion, then compensation shall be deferred until one (1) year later. If the employee should die after retirement and prior to receiving payment, then such funds shall be paid to the employee's estate.

ARTICLE XXVII

MILEAGE REIMBURSEMENT

- A. Employees covered under this agreement shall be reimbursed at the IRS rate for the use of their personal automobiles on approved school business. Rate to be effective on date agreement is adopted by both parties and payments shall not be retroactive. Mileage and reimbursement shall be paid no later than 30 days subsequent to the submission of the employee's voucher.

- B. If an employee is required to transport a school child or children, said employee shall be properly insured by the Board of Education and saved harmless from any law suit that might result if accident(s) occur.

- C. Employee must have a form properly signed by administration representative prior to transporting child(ren). Emergency transportation by school nurse is exempt.

ARTICLE XXVIII

LIAISON COMMITTEE

- A. The purpose of this committee is to promote cooperation and harmony as well as open communication between the Association and the Administration.
- B. The parties agree to establish and maintain the Liaison Committee to consist of three (3) members designated by the Association, by ballot, and three (3) agents of the Board designated by the Superintendent to study matters of concern to the Unit and to the Board.
- C. Any parties mutually agreed to, may be invited to attend a meeting of the Liaison Committee.
- D. The committee shall establish its own procedures.
- E. This Committee shall meet at least once monthly and at such other times as shall be mutually agreed upon by its members. Monthly meetings can be cancelled by mutual agreement of the Superintendent and Association president.

ARTICLE XXIX
TEACHER EVALUATION

- A. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher.
- B. Pre-observation conference shall be held with the evaluator at the discretion of the evaluator.
- C. A copy of the completed evaluation shall be presented to the teacher within four (4) working days following the observation.
- D. A teacher shall be given a copy of any class observations or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the teacher's file, or otherwise acted upon without the prior conference unless the teacher fails to meet. The Superintendent may include such report in the teacher's file after review and his decision to do so shall be final. No teacher shall be required to sign a blank or incomplete evaluation form; however, teachers must sign acknowledgement that they have received evaluation forms.
- E. The post evaluation conference between the teacher and evaluator shall be held within five (5) school days after the observation.
- F. Within ten (10) school days of the observation the teacher may submit a rebuttal to be attached to the evaluation on file.
- G. Each non-tenured teacher will be observed at least three (3) times annually.

ARTICLE XXX
PERSONNEL FILES

1. An employee shall have the right, upon request during school hours, provided it does not interfere with his regularly assigned duties, to review the contents of his personnel file and to copy any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him during such review. At least once every two (2) years, an employee shall have the right to indicate those documents and/or other materials to his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if in his sole judgement, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent's decision shall be final, but the employee may make subject to grievance procedure the sole issue of whether or not the Superintendent was unreasonable in exercising his judgement.

- B. No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to a copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Failure of the employee to sign will be so noted by the administrator. The employee shall also have the right to submit a written answer to such material. His answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

- B. Each Support Staff employee shall be evaluated at least one time per contract year.

- C. All evaluations on employees shall be done by April 30.

ARTICLE XXXI
PROMOTIONS

- A. All vacancies, including promotional positions, shall be adequately publicized by the Superintendent in accordance with the following procedures.
1. When school is in session a notice shall be posted in the school at least ten (10) days prior to the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting.
 2. 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 to the Superintendent prior to the last day for professional staff the following:
 - a. Position(s) for which they desire to apply, and possess the required certification.
 - b. An official transcript and/or original copy of the required teaching certificate.
 - c. Address and telephone number where they can be reached during the summer.

The superintendent shall notify such teachers of any vacancy in a position for which they desire to apply and possess the required certification. Except in cases of emergency, such notice will be sent sufficiently in advance to give the teacher at least ten (10) days notice before the final date when applications must be submitted. In addition, the superintendent will, within the same time period, post a list of promotional positions to be filled during the summer period in the school, and a copy of said notice shall be given to the Association.

B. POSTING OF VACANCIES:

1. The Administration shall deliver to the Association and post in the Main Office of Building No. 1, a list of known budgeted vacancies which shall occur within the bargaining unit during the following school year.
2. The Administration shall deliver to the Association and post in the Main Office of Building No. 1, any vacancies that may occur within the school district throughout the year.

ARTICLE XXXII

PROFESSIONAL DEVELOPMENT/EDUCATIONAL IMPROVEMENT AND
TUITION REIMBURSEMENT

- A. 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 the liaison committee.
- B. 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 employee's workday, if employee attendance is required.
- D. TUITION REIMBURSEMENT:
 - 1. A tuition reimbursement program is hereby established to foster staff development and assist employees engaged in self-improvement.

Subject to the approval of the Superintendent, employees covered under this agreement shall be reimbursed as follows:

Professional Staff:

- a. Reimbursement shall be limited to not more than six (6) credit hours per semester per teacher.
- b. The maximum annual reimbursement for tuition shall be based on the current cost per credit as established by Rowan College.
- c. Reimbursement to be made only after prior approval by the Superintendent before courses are taken.

- d. Limit of six (6) credits per professional to be reimbursed annually.
- e. Verification of credits earned shall be submitted October 1 of each year, following academic year in which work was completed.
- f. The Board shall not reimburse for any courses taken that are subject to reimbursement by other agencies.
- g. Course completion requirement:
 - "B" or better for undergraduate
 - "B" or better for graduate

Supportive Staff:

- a. All monies up to five hundred dollars (\$500.00) are to be divided equally at the end of the fiscal year among the participants and not to exceed \$100 per employee.

Eligibility - Permanent Employee

ARTICLE XXXIII

OUTSIDE PROJECTS OR SCHOOL SITE PROJECTS

A. APPROVAL

Projects or special jobs brought into the schools, must be approved in writing by the appropriate administrator after consultation with instructors who may be involved in the projects.

B. DISCLAIMER

No teacher shall be held responsible for any damages, malfunction, or other problems which may arise from work done on the above outside projects as part of the classroom experiences.

ARTICLE XXXIV

UNIFORMS

- A. The Board will furnish three (3) uniforms per employee for custodians, maintenance, tool room and cafeteria employees each year.

- B. The Board shall provide snow removal outer wear (clothing) which shall be kept on school grounds wherever the Board designates.
Snow Removal Outer Wear Clothing will consist of:
 - 1. Waterproof boots
 - 2. Gloves
 - 3. Waterproof jacket
 - 4. Waterproof pants
 - 5. Head gear-hat on head

- C. Delivery of uniforms will be in August of each year of the contract for existing employees and September or as required for new employees.

- D. All employees furnished uniforms shall be required to wear such uniforms on a daily basis.

- E. All eligible employees shall serve a ninety (90) day probationary period prior to receiving a uniform.

ARTICLE XXXV

NOTICE OF TERMINATION - SUPPORTIVE STAFF

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

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

ARTICLE XXXVI

RECALL RIGHTS - SUPPORTIVE STAFF

- A. In the event of a lay-off for economic reasons or lack of work, the last employee to be laid off on a seniority basis, shall be the first to be recalled, provided the job for which the employee is being recalled is within his or her classification.
- B. In order to be eligible for recall on a seniority basis, an employee must respond to the Board's offer for re-employment within five (5) working days from receipt thereof.
- C. Laid-off employees shall remain, in a seniority basis, on a "Recall List" for a period equal to their last period of employment up to a maximum of one (1) year only.
- D. The Board shall notify laid-off employees, on a seniority basis, of the potential re-call by certified letter, delivered to the employees' last known address.

ARTICLE XXXVII

MISCELLANEOUS PROVISIONS

A. NONDISCRIMINATION

1. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. SAVINGS CLAUSE

1. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to do so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

C. SEPARABILITY

1. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT AND MASTER AGREEMENT

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

E. PRINTING AGREEMENT

1. Copies of this Agreement shall be reproduced by 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, during the duration of this Agreement. Expense of reproduction of the Agreement will be shared equally.

F. NOTICE

1. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provision(s) of this Agreement, either party shall do so by Certified letter or hand receipted letter at the following address:

- a. If by Association, to the Board at:

Address: 5080 Atlantic Ave.
Mays Landing, NJ 08330

- b. If by Board, to the Association at:

Address: 5080 Atlantic Ave.
Mays Landing, NJ 08330

G. RECYCLING

1. In an effort to encourage recycling and in compliance with local and state mandates, the Board of Education will provide clearly marked containers in convenient locations for the recycling of glass and aluminum products. In addition, student clubs will be assigned the bundling of newspapers and paper products for recycling.

Any monies derived from recycling shall be deposited to the account of the student council.

ARTICLE XXXVIII

DURATION

- A. The Agreement shall be in full force and effect as of July 1, 1992 and shall remain in effect to and including June 30, 1995.
- B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their respective seals to be placed hereon.

ATLANTIC COUNTY VOCATIONAL EDUCATION ASSOCIATION

PRESIDENT

SECRETARY

Date Adopted May 5, 1993

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

PRESIDENT

SECRETARY

Date Adopted May 10, 1993