

AGREEMENT

BETWEEN

***BOARD OF EDUCATION OF
GLOUCESTER COUNTY
VOCATIONAL-TECHNICAL
SCHOOL DISTRICT***

AND

***GLOUCESTER COUNTY VOCATIONAL
TECHNICAL EDUCATION ASSOCIATION***

JULY 1, 2003 - JUNE 30, 2006

PREAMBLE

This Agreement entered into this 1st day of July, 2003 by and between the Board of Education of Gloucester County Vocational-Technical School, hereinafter called the "Board" and Gloucester County Vocational Technical Education Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

WHEREAS, a majority of the employees in the positions designated in the unit described below in the Gloucester County School District have designated the Gloucester County Vocational Technical Education Association as their representative for the purpose of collective negotiations regarding terms and conditions of employment, and WHEREAS, such employees constitute an appropriate unit for collective negotiations; the Board of Education of Gloucester County Vocational-Technical School, Deptford Township, New Jersey recognizes the Gloucester County Vocational Technical Education Association as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment of the employees in the unit, i.e., those who hold a Bachelor's or higher degree, or hold a regular or emergency vocational or technical certificate, and designated faculty, school nurses, coordinators, guidance counselors, child study team members, vocational evaluators, support staff, maintenance staff, technicians, custodians and teacher aides, 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.

Modification

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE III
BOARD RIGHTS**

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

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

A. Release Time

Whenever any representative of the Association, or any employee, is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she 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 A-wing Media Center, the E-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 E-Wing and A-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.

ARTICLE V

EMPLOYEE RIGHTS

A. Rights Protection in Representation

The Board and the Association hereby agree that every employee, as defined in Article I Recognition, of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection or to refrain from such activities. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by 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 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.

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

C. Just Cause

No 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 he/she 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 VI
GRIEVANCE PROCEDURE

A. Definition

1. An alleged violation of this Agreement shall be subject to appeal through all levels of this procedure.
2. An allegation of unfair treatment by interpretation or application of a Board Policy or administrative decision may not be appealed beyond Level 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. 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 he/she 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, he/she 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. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his/her decision in writing, along with supporting reasons, to the employee and the Supervisor/Administrator within that time period.
4. Level Three - Association Evaluation
 - a. If the grievance is not settled after reaching the Superintendent of Schools, the matter may be referred to a Committee representing the employee and designated by the Association. The Committee shall make a determination as to the merits of the grievance as soon as possible, but within a period not to exceed ten (10) school days, notifying the parties concerned in writing of that determination.
 - (1) If the Committee determines that the grievance has merit, it shall recommend that the grievance be heard by the Board.
 - (2) If the Committee determines that the grievance is without merit, it will so advise the employee, and a copy of its findings shall be sent to the Supervisor/Administrator, Superintendent of Schools, and the Board.
 - (3) An employee whose grievance has been determined to be without merit by the Committee shall retain the right to appeal in writing to the Board, within ten (10) school days of the determination by the Committee.
5. Level Four - Review by the Board of Education
 - a. If the grievance has merit as determined by the Committee, the Committee may request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the

request to the Board. The Board shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within thirty (30) calendar days.

6. Level Five - Impasse

- a. Any grievance supported by the Committee representing the employee and not resolved to the satisfaction of the employee after review by the Board shall, at the request of this Committee, be referred by either party to arbitration by written notice to the other party. Arbitration procedure shall be conducted under Rules and Regulations of P.E.R.C. The decision of arbitration shall be final and binding on the Association and the Board for the full term of this agreement.
- 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
Level Three	Association to consider appeal - 10 school 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
Level Four	If merited, Board has 30 calendar days to decide

Level Five	If not resolved, referred to Arbitration under Rules and Regulation of PERC
Arbitration	Final and binding decision

ARTICLE VII
EMPLOYMENT

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 aides, custodians, maintenance staff, technicians and support staff shall be notified of their contract and salary status for the ensuing year no later than May 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 he/she:

- (1) resigns or is discharged for cause or terminated with pay as provided herein, irrespective of whether he/she 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 he/she 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 he/she desires to return to the work involved in the recall. If he/she fails to reply or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall. If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she shall report for such work within 30 days from the date he/she 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 he/she shall fail to report to work, he/she 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.

J. Termination - Custodians and Teacher Aides

1. The Board may terminate a custodial employee or teacher aide at any time during the year without challenge provided the Board pays said employee his/her pay and maintains health benefit coverage (no dental or prescription plan coverages) for the next 60 calendar day period. If the Board claims that the termination is for just cause where no payment is required, the employee may appeal the termination to binding arbitration.
2. Any teacher aide terminated with pay under this provision who has less than 60 calendar days left in the teacher work year shall be paid the number of work days left, but not less than his/her pay for 30 calendar days.
3. Anything to the contrary herein notwithstanding, no payment is required when the termination is due to a reduction in force.
4. Section J (Termination - Custodian & Teacher Aides) will sunset on June 30, 2004 and no longer be in effect.

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 June 1. 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, building assignments, are proposed after August 1, the Association and any teacher affected shall be notified promptly in writing and said affected teacher will receive a \$200 stipend for preparation time.

ARTICLE IX
TRANSFERS

Date of Posting

No later than May 15 of each school year, the Superintendent shall deliver to the Association, post in all school buildings and include in the "Superintendent's Message" 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, listed in the Superintendent's Message, or given to interested teachers. Announcements of appointments shall be made by posting a list in the office of the central administration. A copy of the "Superintendent's Message" will be forwarded to the Association President. If it is discontinued, 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.

Posting notices shall include the title of the position, salary range, shift and work week, 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 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

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 regular teaching certificate. The provisional teacher will work with a support team comprised of the Principal and an experienced teacher to act as mentor. The Principal will also provide the Superintendent or designee with the names of the support team.

NOTE: Support team as a whole will meet with the provisional teacher at least nine times per year. The provisional teacher will forward a certified check or money order made payable to the Commissioner of Education to the address provided in the provisional teacher program packet. This cost is for the State provided training program. Does not apply to Provisional Teachers with Advanced Standing.

NOTE: 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 I). Does not apply to Provisional Teachers with Advanced Standing.

NOTE: Mentor is paid directly by the provisional teacher.

The provisional teacher will pay a fee to the mentor who serves on the professional support team. Applies to all Provisional Teachers.

NOTE: Mentor is paid directly by the provisional teacher.

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.

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 20 days 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 of Education will pay the amount equivalent to costs (tuition and fees) associated with taking six (6) 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 of Education will pay the amount equivalent to costs (tuition and 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.

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

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 in October and March of each year provided verification of credits earned and payment receipts are received a minimum of 30 days prior to 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, he/she 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 ¾ 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 contract 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 \$2,000 per semester 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 when their attendance shall not be required due to inclement weather.

4. Lunch Periods

- a. Teachers shall have a daily 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.

2. The scheduled work day shall not include the thirty (30) 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. Beginning July 1, 1997, 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."
Any custodian hired after this date 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 1 ½ 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 declared by the Superintendent, staff are not obligated to report for duty. Administrators will be required to report on an as-needed basis determined by the Superintendent.
However, the nature of the maintenance/custodial position would require staff as-needed to report as part of a job specific requirement to help prepare the schools to open as soon as possible.
Therefore, facility managers or authorized designees will be obligated to report and technicians/custodians will be called on a seniority voluntary pattern until sufficient numbers are employed. In the event sufficient numbers cannot be secured, the Board may require the least senior qualified employee to perform. In the event the least senior qualified employee has worked eight (8) overtime hours in that week, then the next least senior qualified employee may be required to perform.
Also, this day shall be considered an "Emergency Closing Day" and the following conditions shall govern employment:
 - Employment shall be on an hourly basis.

Total compensation shall be paid on a two times (2x) the regular rate for the emergency event.

- 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 Aides

1. Teacher aides will work the teacher calendar and schedule. They will be required to sign in and out actual times and initial. Teacher aides will have two (2) fifteen (15) minute breaks and a forty (40) minute lunch period daily. The extra assignment rate for teacher aides is as follows:

2003-06 \$12.25/hr

2. The work day is 8:00 a.m. - 2:30 p.m. for the term of the contract.

D. Support Staff

1. Effective July 1, 2003, support staff shall work a forty (40) hour work week with two (2) fifteen (15) minute breaks daily, plus a thirty (30) minute unpaid lunch break.
2. Current support staff working less than a forty hour schedule shall be grandfathered under the Board of Education resolution to their current assignment.

E. Technicians

1. Effective July 1, 2003, technicians will work a forty (40) hour work week, with two (2) fifteen (15) minute breaks daily, plus a thirty (30) minute unpaid lunch break.

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 (184 1/2) work days. These days will be utilized for classroom instruction, in-service training and other educational purposes at the discretion of the Board of Education.
2. New teachers will be required to report for two (2) additional days that will be utilized for orientation of the new teachers to the practices and procedures of the district.

3. Eleven (11) month employees shall work the regular in-school work year for ten (10) month employees plus twenty (20) cumulative days during the months of July and August and as designated by the Board of Education.
4. Twelve (12) month employees shall be employed from July 1 through June 30 and will follow the staff calendar as adopted by the Board of Education.
Twelve (12) month employees shall be granted 2 days to attend the N.J.E.A. Convention.
5. 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)
6. 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 \$30.00 per hour for New Jersey Department of Education professional license, and \$28.00 per hour for non-license, for the term of the contract.
7. 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 \$15.00 per hour for the term of the contract.
Notwithstanding the provisions of paragraph 6 and 7 above, the rates of some positions will be dictated by grant guidelines.
8. 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 of Education 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, 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. An employee who dies before his/her contract period is completed shall have payment for his/her unused vacation days given to his/her estate.
- C. Payment for unused vacation days shall be combined with unused sick leave (after 10 years of service at severance rate). Payment will be made:
 - 1. In one (1) lump sum if less than \$20,000;
 - 2. In equal installments over a period not exceeding three (3) years if more than \$20,000, but not more than \$70,000; or
 - 3. In a mutually agreed upon lump sum or sums over a period not exceeding five (5) years.In no event will the total amount of unused sick leave and vacation day sell-back exceed stipulations of the negotiated agreement (association and non-association).
- D. Payment for unused earned vacation days will be prorated if separation occurs before contract year is completed. Days taken in excess before separation shall be deducted from the final payout.

ARTICLE XV

PROTECTION OF ALL EMPLOYEES, STUDENTS AND PROPERTY

- A. Right to Know
 - 1. It is the intent of the Board of Education 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 of Education 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 contract.

Neither salary nor benefits under this contract shall be provided an employee on an unpaid leave of absence. 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, child, brother, sister, mother/father-in-law, grandparent, or partner of long standing.
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: son/daughter-in-law, brother/sister-in-law, or grandchild.
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 role 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 Office of the Superintendent.
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 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 contract.

Effective July 1, 2003 new hires will receive salary in accordance with the preceding paragraph by direct deposit only. Applicable banking information must be provided to the payroll department at the time of hire.

2. Under no circumstances will the Board of Education of the Gloucester County Vocational-Technical School make payroll advances other than for vacation periods for all employees covered by this contract.
3. Salary Guides for all full-time regular teachers covered by this Contract are set forth on Exhibit A. Guides for custodians and teacher aides are listed separately on Exhibit B and C.

Technician

Salary will be 5% of base salary per year for the term of the contract.

Support Staff

Salary will be 5% of the total support staff allocation divided by the number of staff equals the staff increment.

Parties agreed that the newly hired support staff will implement a salary guide by June 30, 2004.

4. Longevity shall be paid in accordance with the schedules listed with the salary guides on Exhibit A, B, and C.

B. Increments

1. An increment is a monetary increase, which allows for the placement of an employee on the next step within a specific salary schedule. 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 Gloucester County Vocational-Technical School 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 of Education on the recommendation of the Superintendent if service is unsatisfactory. Unsatisfactory performance can be attributed to "evaluation of job performance," "insubordination," "failure to comply with Gloucester County School Board policies," or "lack of professional ethics." The aggrieved employee has the right to appeal to the Board of Education of the Gloucester County Vocational-Technical School 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*
11 month contract	99 days*
12 month contract	108 days*

*Exclusive of sick, personal, and unpaid leave.

C. Salary Deductions

1. The Board of Education of the Gloucester County Vocational-Technical School offers many benefits to employees through payroll deductions. The only compulsory deductions are Federal Income Tax, F.I.C.A. (Social Security), and the New Jersey Public Employees' Retirement System, and/or Teachers Pension and Annuity Fund and of affiliated associates.
2. Contributory insurance is compulsory for one (1) year. After the first year contributory insurance may be discontinued, however, it may not be reinstated once discontinued.
3. Other possible optional deductions from salary or wages are Blue Cross, Blue Shield, etc., American Vocational Association, Vocational Education Association of New Jersey as approved by the Board, Bonds, and ABCO Public Employee Federal Credit Union.

D. Association Payroll Dues 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 contract the salary guide provides for longevity increments for teachers as follows:

- \$300 After three (3) years in District
- \$350 After five (5) years in District
- \$400 After ten (10) years in District
- \$450 After fifteen (15) years in District

4 - 300	8 - 650	12 - 1,050
5 - 300	9 - 650	13 - 1,050
6 - 650	10 - 650	14 - 1,050
7 - 650	11 - 1,050	15 - 1,050
		16 & up - 1,500

F. All Other Staff

\$300 After five (5) years in District
 \$600 After ten (10) years in District
 \$900 After fifteen (15) years in District

6 - 300	9 - 300	12 - 600	15 - 600
7 - 300	10 - 300	13 - 600	16 & up - 900
8 - 300	11 - 600	14 - 600	

G. Coordinators

Coordinators shall be paid an additional stipend of \$1,200 through the life of the contract. This amount will be prorated for mid year assignments.

All coordinator stipends shall be at the rate of \$1,200 per year and to include but not be limited to the following: Cosmetology, Commercial Foods, Baking, Project House, VSO Financial, School-to-Careers, and Yearbook.

H. Advisors

All advisor stipends shall be at the rate of \$750 per year 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 and NHS.

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 varsity coach stipends for the term of the contract shall be at the rate of \$3,000 per sport. All assistant coach stipends for the term of the contract shall be at the rate of \$1,800.

Coaches Driving to Practice/Matches/Meets/Games

A stipend of \$30 per trip will be compensated for coaches with CDL driving to/from one (1) such practice, match, meet and/or game. There will be no minimum or maximum "drives" depending of the scheduling and availability of the vehicles and a fair coordination of same by Athletic Director.

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.

Whenever necessary to calculate a daily rate for employees the following procedure shall be followed:

1. For employees serving on a ten-month basis the daily rate shall be 1/200 of the annual base salary.
2. For employees serving on a twelve-month basis the daily rate shall be 1/250 of the annual base salary.

ARTICLE XX
FRINGE BENEFITS

A. Health Benefits Program

1. The Board of Education of the Gloucester County Vocational-Technical School has elected to participate in the New Jersey State Health Benefits Program or equivalent program and will cover all full-time employees covered by this Contract and their dependents in accordance with the statutes/regulations adopted by the State Health Benefits Division.
2. The Board of Education of the Gloucester County Vocational-Technical School will pay the premium for the full coverage for full-time employees covered by this Contract and 100% for dependents' coverage under the State Employees' Health Benefits Program or equivalent program.
Effective July 1, 2000 new hires may select health coverage under the Patriot V or Premier (subject to title changes) plans of U.S. Healthcare only. Employees who wish to select health coverage under the Patriot X (subject to title change) plan will reimburse the Board the difference between the Patriot X plan and the Premier plan.
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 representatives of the NJEA Prudential Protection Plan to meet with employees for the purpose of enrolling new members and permitting present members to adjust their coverages 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.
5. Each September, each employee shall complete a form entitled Staff Health Coverage Questionnaire.

B. Prescription Program

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

1. Effective July 1, 2003 the prescription plan co-pay shall be as follows for the term of the contract:

\$0	Mail Order
\$10.00	Generic
\$20.00	Brand Name

C. Contributory Insurance

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

D. Pension Plan

Full-time employees covered by this Contract are required to enroll in the Teachers' Pension and Annuity Fund or Public Employee 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

All employees leaving the district after 10 years of employment and upon registration with the Teachers Pension Annuity Fund (TPAF)/Public Employees Retirement System (PERS) for retirement will receive severance pay per accumulated sick days as follows:

TPAF Effective 7/1/03 2003-06 \$50 per day

Days are capped at 250

PERS Effective 7/1/03 2003-06 \$30 per day

Days are capped at 250

F. Dental Plan

The Board shall provide a dental plan for the employee and his/her dependents at Board expense. The plan shall include 80/20 and \$1200.00 maximum per individual and children's orthodontics.

G. Buy Back of Medical, Prescription and/or Dental Benefits

1. Effective July 1, 2003, any Association member eligible for the medical, prescription or dental program may elect to take no such coverage in any of the three programs for one year, subject to required documentation provided to the Board. The Association member shall receive a payment in lieu of coverage as follows:

Health	SY03-06
Family Coverage	\$3,000
Single Coverage	1,250
Parent/Child Coverage	2,500
Husband/Wife Coverage	2,500
Prescription	650
Dental	325

Payment shall be made 50% after having not had coverage for six months, and the other 50% after 12 months. Typically these dates would be on or before July 15 and January 15.

2. The Association member makes the election by completing an Application for Waiver of Insurance Coverage form, available in the business office and due March 30 of current school year for implementation of the next school year.
3. An Association member who elects not to take such coverage in any of the three programs may re-enroll during the open enrollment period (July). Association members may, in certain circumstances, be allowed to re-enter the program(s) at other times subject to carrier determination. These circumstances may include marriage, divorce, death of an Association member's spouse or child, birth or adoption of an Association member's child, the termination of employment of the Association member's spouse, a change in employment status from full time to part time (or vice versa) by the Association member or the Association member's spouse, the taking of an unpaid leave of absence by either the Association member or the Association member's spouse, or a significant change in the Association member's health benefits coverage or the coverage related to the spouse's employment.
4. If an Association member has elected to take no such 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.

ARTICLE XXI

EMPLOYMENT NOTIFICATION, RETURN NOTICE

Each School Year each teacher covered by this Contract shall receive a statement as to their contracted salary or wage rate which indicates the Gloucester County Vocational-Technical School Board's approval of same. In addition, a "Return Notice" form will be included which indicates to the Board of Education of the Gloucester County Vocational-Technical School the teacher's intent to accept the contracted salary offered, or provide the teacher's option to resign or be considered for another position. In general, resignation shall be given at least sixty (60) days before termination of employment. Resignation notice for custodians and teacher aides will be thirty (30) days before termination of employment.

ARTICLE XXII

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 pay checks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first pay check paid.

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

3. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.

4. Mechanics

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

5. Changes

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

6. New Employees

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

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, 2003 and shall continue in effect until June 30, 2006, 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 of Education.

B. Status of Incorporation

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

ASSOCIATION

BOARD OF EDUCATION

Gloucester County Vocational Technical
Education Association

Gloucester County Vocational-Technical
School District

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

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