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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 2011 by and between the ATLANTIC COUNTY INSTITUTE OF TECHNOLOGY BOARD OF EDUCATION and ATLANTIC COUNTY VOCATIONAL TECHNICAL EDUCATION ASSOCIATION OF THE COUNTY OF ATLANTIC, THE STATE OF NEW JERSEY, hereinafter called the "Board", and the ATLANTIC COUNTY VOCATIONAL TECHNICAL EDUCATION ASSOCIATION hereinafter called the "Association" which will expire on June 30, 2013.

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 full and part-time certified personnel and non-certified personnel in titles currently established by the district with the exception of the following positions:

EXCLUSIONS: Data Processing Manager, Public Information Officer, Principals, Assistant Principals, Administrative Assistant to the Superintendent, Secretary to the Board Secretary/Business Administrator, Administrative Secretary to the Superintendent, Administrative Secretary to the Board Secretary/Business Administrator, Director Maintenance/Custodial, Director Property Services, Director Student Personnel Services, Coordinator Data/Word Processing, Confidential Secretary to the Principal, Technology Coordinator, twilight and evening school personnel and other certificated administrative staff members.

- B. 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.
- C. 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.
- D. All uses of singular gender shall include plural and all uses of masculine shall include feminine as appropriate.
- E. Definitions
- a. Employee – all bargaining unit members
 - b. Teacher (Teaching Staff Member) – certificated staff members
 - c. Support Staff Member – non-certificated staff members

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

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

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.

G. USE OF SCHOOL EQUIPMENT

Qualified operators only of this unit shall have the right to use school facilities and equipment, including only 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, computer 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 judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement.

G. INSURANCE FOR PERSONAL PROPERTY

The Board of Education shall provide insurance coverage for personal property of employees brought onto the premises with the prior written approval of the Superintendent. The Board's liability for personal property shall not exceed \$1,000 unless previously approved in writing by the Superintendent. Motor vehicles are not considered personal property under this provision and are exempt from coverage.

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 employees 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.

- 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 and shall be binding only with respect to grievances concerning the express written terms of this agreement. The decision of the arbitrator in all other matters shall be advisory.
- c. The fees and expenses of the arbitrator 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.

meet with the Superintendent as soon as possible, under the circumstances, to develop mutually acceptable programs to guarantee the safety of students, employees, and property.

The principal, school nurse, and employee will mutually determine the appropriate response to emergent conditions of concern.

B. REPORTING ASSAULTS

PRINCIPAL OR IMMEDIATE SUPERIOR:

Employees shall immediately report in writing cases of assault or threats of assaults suffered by them in connection with their employment to their Principal or immediate superior. Such notification shall immediately be forwarded to the Superintendent. Information in the possession of the Superintendent relating to the incident or the persons involved shall be provided to the extent required by law.

- C. If the Board of Education requires that a staff member receive Hepatitis inoculations, the Board shall pay for the costs of such inoculations.

ARTICLE X

TEACHER WORK YEAR AND HOURS

- A. Effective July 1, 2010, the work year for the ten (10) month certified personnel, exclusive of NJEA Convention days, shall not exceed a total of 185 days. Effective July 1, 2011, the work year for ten (10) month certified personnel, exclusive of NJEA Convention days, shall not exceed a total of 183 days.

- 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 and absence from duty by setting forth the time of arrival and departure in the appropriate column on the employee "sign-in/sign-out" sheet. Weekly schedules and/or deviations are to be cleared with an administrator.
2. Teachers shall sign in no later than ten minutes before pupils' day begins, and shall be at their assigned station immediately thereafter.

- C. All support staff personnel shall receive two (2) fifteen (15) minute breaks per day. Abuse of this privilege may result in disciplinary action to the individual.
- D. Secretarial staff will have off, in addition to the regular holidays, the day after Christmas through December 31.

ARTICLE XII

OVERTIME - SUPPORTIVE STAFF

- A. All supportive staff 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 eight (8) hours in any one day or of forty (40) hours in one 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 two and one-half (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) sick 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 shall 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.

- 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 days annually with the approval of the Superintendent, including personal leave for illness in the immediate family.
- 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 acknowledgment 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 by-monthly of unused personal days.
- 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.
- H. If an employee does not use all of his/her personal days within a school or calendar year, all unused personal days shall be converted to accumulated sick leave with the understanding that an employee cannot increase his/her accumulated sick leave bank by more than fifteen (15) days in any one year.
- I. In charging an employee with personal leave, the smallest unit to be considered is one-quarter (1/4) of a working day.

ARTICLE XV

completed six (6) months service by June 30th, the employee shall not be eligible to take his/her vacation until the following June 30th.

8. 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.
9. Employees who have accrued vacation shall receive pay for such accrued vacation that has not been taken upon their termination.

ARTICLE XVI

LEAVES OF ABSENCE (FLA/FMLA)

- A. Employees of the Atlantic County Vocational School are eligible for leaves of absence under the State Family Leave Act (FLA: N.J.S.A. 34:11 B-1) and the Federal Family and Medical Leave Act (FMLA: P.L. 103-3).
- B. A request for leave of absence must be submitted to the Superintendent, in writing, at least thirty (30) days prior to the start of the leave except in unforeseeable emergency circumstances.
- C. A "rolling year" for each employee will be used to determine current eligibility. A "rolling" twelve (12) month period is measured backward from the date the employee requests to start a leave. The twelve (12) month period would therefore be different for each employee.

ARTICLE XVII

FUNERAL LEAVE

A. DEATH IN IMMEDIATE FAMILY

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.

1. For the purposes of this Article, immediate family is defined as spouse, domestic partner as defined by New Jersey law, parent, child, brother, sister, mother-in-law, father-in-law, grandchild 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 grandparent, aunt or uncle, spouse's brother or sister.

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

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 XX

SNOW DAYS - SUPPORTIVE STAFF

- A. No employees, other than maintenance and custodial employees, will be required to report to work if students are not required to report to school due to an emergency situation.
- B. When there are early dismissals for students due to emergency situations, all employees except maintenance and custodial employees shall be dismissed no later than fifteen (15) minutes after students are dismissed at the discretion of the Superintendent.

ARTICLE XXI

TEACHER PLACEMENT ON GUIDE
(See Article XXII, L)

Placement on the Guide after receipt of certification: Staff will be placed upon the appropriate column of the guide retroactive to the effective date of the standard certificate entitling them to placement.

- G. The Association will be notified at once as to any administrative error regarding payroll. A meeting shall be held 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. Moneys 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: A request for emergency pay shall be made in writing or in person to the Superintendent.
- K. STIPEND FOR CLUB ADVISORS: Club advisors (as per adopted job description) will be paid as follows:

Club Advisor Stipends

	10/11	11/12	12/13
Skills USA (VICA)	\$1,600	\$1,650	\$1,700
Health Occ. Student of America (HOSA)	\$1,600	\$1,650	\$1,700
Future Farmers of America (FFA)	\$1,600	\$1,650	\$1,700
Student Council (Share Time)	\$1,100	\$1,150	\$1,200
Student Council (Academy)	\$1,100	\$1,150	\$1,200
Year Book	\$1,100	\$1,150	\$1,200
Ski & Snowboarding Club	\$1,100	\$1,150	\$1,200
Basketball Club	\$1,100	\$1,150	\$1,200
Peer Mediation	\$1,100	\$1,150	\$1,200
Music	\$1,100	\$1,150	\$1,200
Fitness	\$1,100	\$1,150	\$1,200
S.A.D.D.	\$1,100	\$1,150	\$1,200
National Honor Society	\$1,100	\$1,150	\$1,200

In the event that additional clubs or teams are formed, the stipend will be negotiated.

The stipend will be paid in two (2) installments: the end of the second marking period and at the end of the school year.

- L. Movement on the salary guide as a result of increased degree/certificates/longevity will take place July 1 and February 1 for twelve (12) month staff and September 1 and February 1 for ten (10) month staff when all support documentation has been presented to the Superintendent and the Board of Education. (See Article XXI)
- M.
 1. Direct deposit shall be provided for employee pay checks
 2. If an employee is terminating employment with the district, either during or at the end of the school year, direct deposit for his/her last check will be discontinued by the district. The last check will be issued upon completion of all required check out procedures.

2010-2011 SALARY GUIDE PROFESSIONAL STAFF

STEP	CERT	C+100	BA	BA+15	MA	MA+15	MA+30
1	43056	43708	44360	45187	45952	46686	47504
2	43256	43908	44560	45387	46152	46886	47704
3	43456	44108	44760	45587	46352	47086	47904
4	43656	44308	44960	45787	46552	47286	48104
5	43856	44508	45160	45987	46752	47486	48304
6	44175	44827	45479	46306	47071	47805	48623
7-10	45895	46547	47199	48026	48791	49525	50343
11	46895	47547	48199	49026	49791	50525	51343
12	50255	50907	51559	52386	53151	53885	54703
13	54357	55009	55661	56488	57253	57987	58805
14	60161	60813	61465	62292	63057	63791	64609
15	70920	71572	72224	73051	73816	74550	75368

- (1) B – PERMANENT CERTIFICATION
 C – 100 CREDITS
 D – BACHELORS 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 services as identified in Article XXII
- (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 the Superintendent.

2012-2013 SALARY GUIDE PROFESSIONAL STAFF

STEP	CERT	C+100	BA	BA+15	MA	MA+15	MA+30
1	43356	44008	44660	45487	46252	46986	47804
2	43556	44208	44860	45687	46452	47186	48004
3	43756	44408	45060	45887	46652	47386	48204
4	43956	44608	45260	46087	46852	47586	48404
5	44156	44808	45460	46287	47052	47786	48604
6	44475	45127	45779	46606	47371	48105	48923
7	46195	46847	47499	48326	49091	49825	50643
8-11	47195	47847	48499	49326	50091	50825	51643
12	50,555	51207	51859	52686	53451	54185	55003
13	54,657	55309	55961	56788	57553	58287	59105
14	60,461	61113	61765	62592	63357	64091	64909
15	66121	66773	67425	68252	69017	69751	70569
16	71780	72432	73084	73911	74676	75410	76228

- (1) **B – PERMANENT CERTIFICATION**
C – 100 CREDITS
D – BACHELORS 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 services as identified in Article XXII
- (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 the Superintendent.

2011-2012 SALARY GUIDE SUPPORTIVE STAFF

STEP	SA 12	SB10	SC 12	SD 12	SE 10
1	29634	28251	48810	32455	23638
2	29843	28461	49020	32665	23848
3	30055	28671	49230	32875	24058
4	30265	28881	49441	33085	24501
5	30475	29091	49651	33295	24945
6	32190	29723	50409	34929	26206
7	33905	30354	51167	36562	26731
8-11	35620	30985	54432	38195	27991
12	37334	31617	57699	39827	29252
13	39553	32949	61892	41968	30513

- (1) S/A – Maintenance/Custodial (12 Month)
S/B – Cafeteria Aide (10 Month)
S/C – Maintenance Mechanic (12 Month)
S/D – Administrative Secretary, Data Processing Employee, Switchboard Operator (12 Month)
S/E – Student Personal Aide – 7 ¼ hour day, 10 month

- (2) An increment will be granted to employees for services as identified in Article XXII

ARTICLE XXIII

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 10th year of continuous employment	\$ 900.00
At the beginning of an employee's 15th year of continuous employment	\$1,200.00
At the beginning of an employee's 20th year of continuous employment	\$1,500.00
At the beginning of an employee's 25th year of continuous employment	\$1,800.00

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

Longevity is only available to those employed full time prior to July 1, 1998.

ARTICLE XXIV

PAYROLL PROCEDURES

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 the Board.

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 level 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.
- F. The Association shall maintain a Demand and Return System for all unit members.

- E. If student enrollment in a tenured teaching staff member's program declines and the program is reduced to one-half (1/2) time, although the employee's salary shall be reduced, the employee's health benefit package shall be maintained for up to one (1) school year. The teaching staff member and the administration shall determine and mutually implement appropriate actions in an attempt to increase program enrollment.

F. VOLUNTARY HEALTH INCENTIVE WAIVER PLAN

1. There shall be a voluntary health insurance waiver plan for employees eligible to receive family or husband and wife coverage. The plan will be implemented after mutual ratification on the first of the month which is reasonably possible under such plan's limitations.
2. Each year the Board shall provide appropriate forms to all employees covered by family or husband/wife coverage.
3. Employees who voluntarily elect to waive coverage shall be entitled to receive 25% of the premium cost of the waived insurance or \$5,000.00, whichever is less, of the amount saved by employer because of employee's waiver of coverage.
4. Payment of monies due to individuals waiving coverage shall be made by separate check before July 31 after the conclusion of the waived year.
5. Employees must waive such insurance for a full year (July 1 through June 30) to be eligible for said payment.
6. Employees who have no other health insurance coverage shall not be permitted to waive coverage.
7. An Employee who waives coverage may re-enroll for the next year during the open enrollment period. The only exception is for a "life event" such as the loss of a spousal coverage, divorce, or birth of a child within the District's insurance year, the Employee may re-enroll immediately in the District's plan. If such enrollment occurs during the insurance year, no incentive payment will be made to the employee for that year.
8. In order to protect all Employees from Federal taxation for existing benefits when this plan is in effect, the Board will comply with all Federal paperwork (A Section 125 account).

ARTICLE XXVII

RETIREMENT REIMBURSEMENT FOR UNUSED SICK DAYS

- A. A retiring employee hired prior to May 23, 2010 shall be reimbursed for unused sick leave according to the following schedule:
1. For an accumulation of less than seventy-five (75) days, reimbursement shall be \$48.00 per day to a maximum of \$3,552 for Support Staff; and \$72.50 per day to

ARTICLE XXVIII

MILEAGE REIMBURSEMENT

- A. Employees covered under this agreement shall be reimbursed at the State of New Jersey's Office of Budget Management rate for the use of their personal automobiles on approved school business. 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 lawsuit 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 XXIX

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 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 canceled by mutual agreement of the Superintendent and Association President.

All evaluations on employees shall be completed by April 30.

ARTICLE XXXI

PERSONNEL FILES

- A. 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 in 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 judgment, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent's decision shall be final, but the employee may seek by way of the grievance procedure a determination as to whether the Superintendent's decision was arbitrary and capricious.
- 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.

ARTICLE XXXII

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.

ARTICLE XXXIII

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. Non-Degree vocational staff up to twelve (12) undergraduate credit hours per year.
- b. For all other staff, up to six (6) graduate credit hours per year. Staff may apply for up to an additional six (6) graduate credit hours depending on the availability of funding. The Superintendent's decision relative to the additional hours applied for is final and not subject to the grievance procedure herein.
- c. Reimbursement to be made only after prior approval by the Superintendent before courses are taken.
- d. The maximum annual reimbursement for tuition shall be based on the current cost per credit as established by Rowan University.
- 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

ARTICLE XXXV

OUTSIDE PROJECTS AND ON-GOING 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 XXXVI

UNIFORMS - SUPPORTIVE STAFF

- A. The Board will furnish three (3) uniforms per employee for custodians, maintenance, tool room and cafeteria employees each year.
- B. The Board will allow up to \$100.00 toward the cost of steel toed work boots each year. The boots will be a required part of the uniform for maintenance and custodial personnel.
- C. The Board shall provide snow removal outer wear (clothing) which shall be kept on school grounds wherever the Board designates. Snow removal outer wear will consist of:
1. Waterproof boots
 2. Gloves
 3. Waterproof jacket
 4. Waterproof pants
 5. Head gear-hat on head
- D. Delivery of uniforms will be in August of each year of the contract for existing employees and September or as required for new employees.
- E. All employees furnished uniforms shall be required to wear such uniforms on a daily basis.
- F. All eligible employees shall serve a ninety (90) day probationary period prior to receiving a uniform.

B. SAVINGS CLAUSE

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 be 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

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

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 the Agreement, this Agreement, during its duration, shall be controlling.

E. PRINTING AGREEMENT

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

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:

1. If by Association to the Board, at

Address: 5080 Atlantic Avenue
Mays Landing, NJ 08330

2. If by Board to the Association, at

Address: 5080 Atlantic Avenue
Mays Landing, NJ 08330

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

Ellen Hight
PRESIDENT

Jan Nanczy
SECRETARY

1/13/2011
DATE ADOPTED