

AGREEMENT

BETWEEN

BOARD OF EDUCATION OF THE VOCATIONAL
SCHOOL IN THE COUNTY OF MORRIS, NEW JERSEY

and

MORRIS COUNTY VOCATIONAL-TECHNICAL EDUCATION
ASSOCIATION, INC.

July 1, 2003 through June 30, 2006

PREAMBLE

This Agreement is entered into this _____ of June 2004 by and between the BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL IN THE COUNTY OF MORRIS, hereinafter called "Board", and the MORRIS COUNTY VOCATIONAL EDUCATION ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE I

RECOGNITION OF ASSOCIATION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for personnel as follows:
1. Teachers
 2. Guidance Counselors
 3. School Nurse
 4. Custodial/Maintenance
 5. C.I.E. Job Placement Instructor
 6. Secretarial/Clerical
 7. Job Coach
 8. Work-Based Learning Person
 9. Administrative Assistant for Marketing and Communications
 10. Cisco Coordinator
 11. Accounts Manager
 12. Apprenticeship Coordinator

but excluding all confidential employees, managerial executives, supervisors, instructional aide/ substitute within the meaning of N.J.S.A. 34:13A-1, et. seq., and all other employees of the Board.

- B. Unless otherwise indicated, the term "employees," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the

negotiating unit as above defined. References to male employees shall include female employees.

- 1) Unless otherwise indicated, the term "teacher," when used in this agreement, shall refer to all those employees in the negotiating unit who are required to hold appropriate certificates issued by the State Board of Examiners.
- 2) Unless otherwise indicated, the term "educational support professional" or "ESP," when used in this agreement, shall refer to all those employees in the negotiating unit who are not required to hold appropriate certificates issued by the State Board of Examiners.
- 3) If the Board creates a new position during the life of this Agreement, it will notify the Association President. If the Association believes the position should become part of the bargaining unit, it will request recognition from the Board. In the event the request is not granted, the Association may file the appropriate petition with the Public Employment Relations Commission.

ARTICLE II

BOARD RIGHTS

- A. The Board of Education, subject only to the express written provisions in effect for the duration of this Agreement, reserves to itself all rights and responsibilities of management of the School district and full jurisdiction and authority to make, amend, revise, and rescind policy, rules, regulations and practices in furtherance thereof.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the Board, the adoption, amendment and revision of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and in conformance with the Constitution and laws of the State of New Jersey and the Constitution and Laws of the United States. Should state law change during the period of this Agreement non-directory changes in such law which affect terms and conditions of employment shall not operate as an automatic change in the terms of this Agreement unless otherwise negotiated.

ARTICLE III

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in good faith in accordance with N.J.S.A. 34:13A-1, et. seq. Such negotiations shall begin no later than December 1 of the calendar year next preceding the calendar year in which this Agreement expires.

- B. In accordance with said Act, during negotiations, the Board and the Association may present relevant non-confidential data, exchange points of view, and make proposals and counter-proposals. Neither party in any negotiations or during the duration of Agreement, shall exercise any control over or interference with the selection of any representatives of the other party. All meetings between the parties shall be regularly scheduled at a time mutually convenient. Any Agreement so negotiated shall apply to all personnel included in the unit as defined in Article I, shall be reduced to writing, submitted to the respective memberships of the Association and the Board of ratification, and, upon final ratification, signed by the appropriate officials of the Association and the Board.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definitions:

1. A "grievance" is a claim by an employee, group of employees or Association in the bargaining unit based upon the interpretation of this Agreement, Board policies or administrative decisions affecting terms and conditions of employment of an employee or group of employees in the bargaining unit.

2. Grievant(s)

A grievant(s) is the employee, employees or Association making the claim.

B. Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees designated in the bargaining unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure:

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. The running of all time limits set forth in this Article shall be suspended during any school vacation periods, holidays, recesses, emergency closing days or other school closings.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of school, and, if left unresolved until the beginning of the next school year, could result in irreparable harm to the grievant(s) 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 or a mutually determined time thereafter.

3. Level One - Principal or Immediate Superior

A grievant(s) shall first discuss it with his Principal or immediate superior within thirty (30) calendar days of the time that the grievant(s) knows or should have known of its occurrence, either directly or through a grievant's representative with the objective of resolving the matter informally.

4. Level Two

If the grievant(s) is not satisfied with the results at Level One, or if no decision has been rendered the grievant(s) may submit the grievance to his Principal or immediate supervisor, in writing, using the prescribed form within ten (10) calendar days following the disposition at Level One.

5. Level Three - Superintendent

If the grievant(s) is not satisfied with the disposition of his/their grievance at Level Two, or if no decision has been rendered within ten (10) calendar days after the written submission of the grievance, he/they may file the grievance in writing with the Superintendent within ten (10) calendar days after the grievance was presented, whichever is sooner.

6. Level Four

If the grievant(s) is not satisfied with the disposition of his/their grievance at Level Three, or if no reason has been received within twenty (20) calendar days after the Superintendent's receipt of the grievance, then the grievant may inform the Board Secretary in writing, within ten (10) calendar days from the receipt of the Superintendent's reply to the grievance or within ten (10) calendar days from expiration of the time for such reply, whichever occurs first, that the grievant wishes a hearing with the Board Personnel Committee. Unless a hearing is waived by mutual agreement, the Board Personnel Committee shall schedule a hearing within thirty (30) calendar days of the receipt of the appeal. The Board shall render its decision within ten (10) calendar days after the first board meeting which follows the hearing by the Board Personnel Committee. The Board's decision shall be final and binding on all parties for any claim by an employee or group of employees based upon the interpretation of Board policy or administrative decision.

7. Level Five - Arbitration

(a) If the grievant(s) is not satisfied with the disposition of his/their grievance at Level Four, or if no decision has been rendered within ten (10) calendar days after

the first Board meeting next following the Board Personnel Committee's hearing, and the claim by the employee or group of employees is based upon the interpretation of this Agreement, the grievant(s) may within ten (10) calendar days thereafter request in writing that the Association submit the grievance to arbitration. The Association, if it determines to submit the grievance to arbitration, shall do so within twenty (20) calendar days following receipt of the grievant's request.

(b) If the Association decides to submit the grievance to arbitration it shall so notify the Board in writing.

(c) The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision no later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted to him. The arbitrator's decision shall be in writing and shall be advisory only. The arbitrator shall be limited to the issues submitted and shall consider nothing else.

The arbitrator can add nothing to nor subtract anything from the Agreement between the parties.

(d) The costs for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Designated Bargaining Unit Members to Representation

Any grievant(s) may be represented at Level One of the grievance procedure by himself, or, at his option, by a representative. From Level Three through Five, the Association shall have the right to be present and to participate in the processing of the grievance if the Association is not the designated representative. At Level Four of this Grievance Procedure, the Association shall have the right to bring witnesses and ask questions of the Board.

E. Miscellaneous

1. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the grievant(s), and all decisions rendered at Levels Two through Five of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties.

2. Separate Grievance File

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. Forms

Forms for filing grievances, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

4. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public.

ARTICLE V
TEACHER ASSIGNMENT

A. Work Year

1. The full-time teacher work year shall be defined as one hundred and eight-four (184) days between September 1 to June 30.
2. Effective July 1, 1994, newly hired teachers in post-secondary programs (including but not limited to B.E.S.T.) shall have a work year defined by the program needs. Salary shall be prorated to the actual number of days worked with full-time considered one hundred and eighty-four (184) days between July 1 and June 30.
3. Effective July 1, 1998, the work year for staff members employed as instructors in the LPN Program shall be defined as 184 days, to be scheduled in any ten month period starting and ending within LPN student academic year, in order that coverage may be provided by at least one (1) LPN instructor during the entire student academic year.
4.
 - a. For the 2003-04 work year, the workdays and schedules for teachers assigned to the Denville, Boonton and Butler campuses will be the same as in 2002-03. Stipends based on the longer day in Boonton will also remain in effect.
 - b. Beginning in 2004-05, teachers assigned to the Denville campus will work 437 minutes per day and teachers assigned to the Boonton campus will work 447 minutes per day. The teachers assigned to the Butler campus will continue to work 404 minutes per day. The Stipend paid to the Boonton teachers will be discontinued.
 - c. Beginning with the 2004-05 school year, Denville teachers' schedules will include a 40 minute duty free lunch and a 40 minute preparation period as defined in 1. below:

1. Teachers shall, in addition to their lunch period, have at least one prep block (no more than 40 minutes in length) during which they shall not be assigned to duties, except in an emergency. This block is to be used by the teacher to prepare his/her lessons, or tests, work papers, curriculum and professional collaboration and development, or any other related teaching and student functions.

B. Arrival and Dismissal

1. a. Denville and Butler Campuses

It shall be the responsibility of the teacher to arrive at school fifteen (15) minutes before the student instructional day begins and in the classroom ten (10) minutes before scheduled starting time. The teacher may not leave until ten (10) minutes after the close of the student instructional day and when all students have left the class/shop area and it is secured. On workdays immediately preceding a school holiday, teachers shall be permitted to leave when all students have left the class/shop area and it is secured.

b. Boonton Campus

It shall be the responsibility of the teacher to arrive at school and be present in the classroom five (5) minutes before scheduled starting time. The teacher may leave at the close of the student instructional day but not before all students have left and the instructional area is secured.

2.. On days when school opening is delayed due to inclement weather or other emergencies, teachers shall be required to arrive at school fifteen (15) minutes before the scheduled starting time for students.

3. On days when due to inclement weather or other emergencies, school is closed early, teachers shall be able to leave after all the students are dismissed and have left the school premises and the shop is secured.

C. Meetings

1. One day per month shall be set aside by the Principal for faculty or other meetings. Such meetings shall begin no later than ten (10) minutes after student dismissal, and shall run no longer than sixty (60) minutes. An agenda of the meeting will be made available twenty-four (24) hours prior to said meeting, however, the lack of an agenda shall not prevent a meeting from being held

2. Three (3) evening meetings per year shall be scheduled as part of the teacher work year. Effective in 2005-06, four (4) evening meetings shall be scheduled as part of the teacher work year.

D. Assignment Change

1. Teachers shall be notified of any change in his/her assignment prior to the end of the school year.

E. Mileage

1. Employees will be reimbursed with prior approval and authorization from the Principal or Director of Adult Education and Superintendent at the I.R.S. rate per mile.

ARTICLE VI

SICK LEAVE

- A. All regularly employed ten (10) month personnel shall be entitled to ten (10) days sick leave per year with full pay. All regularly employed eleven (11) month personnel shall be entitled to eleven (11) days sick leave per year with full pay. All regularly employed twelve (12) month secretarial/clerical or custodial/maintenance personnel shall be entitled to twelve (12) days sick leave per year with full pay.
- B. All unused days shall be accumulative.
- C. If the personal illness exceeds the amount of accumulated sick leave, the Board may grant additional sick leave.
- D. In the case of sick leave claimed, the Board of Education may require through the Superintendent a physician's certificate to be filed with the Secretary of the Board of Education.
- E. Upon retirement from the district or in the event of death, employees with ten (10) or more years of continuous service in the School District will receive (or their Beneficiary) a sum of money equal to one-half of their accumulated but unused sick days based on their current salary rate upon date of retirement, said sum not to exceed \$8,000.00. Deferred retirement shall not be eligible for this payment. Employees qualifying for payment under this provision shall notify the Board of their intent to retire by December 1st of the school year preceding the school year in which they will retire. In cases of emergency where this prior notification is not possible, employees will receive their monetary entitlement as soon as possible with the next ensuing school year following retirement. The intent of the foregoing is to allow the Board to plan and provide for the payment in its next ensuing school budget.
- F. In the event school is canceled due to inclement weather or other emergencies, employees who have applied in advance for personal leave, "sick" day or vacation day will not be charged with same.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. PERSONAL LEAVE DAYS

1. Each employee in the unit shall receive a maximum of three (3) non-cumulative personal days per school year with no reason having to be given in order to attend to matters requiring absence during regular school hours.
2. Request for leave shall be granted only upon written request at least three (3) days in advance, except in cases of emergency. All personal leave day requests shall be considered, acted upon and returned to the employee within forty-eight (48) hours following receipt by the Superintendent.
3. Absence immediately before or after a holiday or vacation period shall not be allowed except by specific approval of the Superintendent.

B. DEATH IN THE IMMEDIATE FAMILY

1. In the case of death in the immediate family an employee shall be entitled to up to four (4) consecutive days with pay to arrange for and attend funeral services. Upon request and good cause shown, an employee may be granted up to one (1) additional day at the sole discretion of the Superintendent.
2. As used in this article, immediate family is defined as father, mother, husband, wife, child, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, grandchild, stepmother, stepfather, stepsister, stepbrother, stepchild and any person living in the same household.

C. OTHER FUNERAL LEAVE

1. In the case of death of a brother-in-law, sister-in-law, aunt or uncle, an employee shall be entitled to two (2) day with pay to attend funeral services.

D. ILLNESS - IMMEDIATE FAMILY

1. One (1) day per year shall be granted for illness in the immediate family.

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ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

(References to "Board" in this article shall include "Superintendent")

A. MATERNITY

The Board shall grant maternity leave without pay to any employee upon request subject to the following stipulations and limitations:

1. Maternity leave shall commence on the date requested by the employee to the extent practicable.
2. Any employee intending to apply for maternity leave shall advise the Superintendent of the fact of her pregnancy and of her prospective plans for commencing and terminating maternity leave. The employee shall request maternity leave at least sixty (60) days prior to the intended commencement of the leave.
3. Any employee granted maternity leave without pay according to the provisions of this section may during the period of disability elect to use any or all of her accumulated sick leave.
4. The employee shall notify the Superintendent of her intention to return to work as nearly as possible at least sixty (60) days prior to the date intended to return, or as soon thereafter as possible.
5. Any tenured teacher granted maternity leave shall at her request be restored to a position within her certification.
6. The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically able to continue. Should the Board disagree with her physician's conclusion, the Board may refer her to the school's Medical Director for an examination. In the event the school's Medical Director does not agree with the employee's physician, then said physicians shall confer for the purpose of resolving the disagreement. Except for good reason, the Board shall not require the teacher to produce such a certificate (updated) more than once every thirty (30) calendar days.
7. Maternity leave may be granted for a period of up to the end of the academic school year in which the maternity leave commenced and upon the request of a teacher under tenure for an additional academic school year for such teacher.
8. Time spent on unpaid leaves of absence shall not count toward salary guide placement experience, seniority, sick leave accumulation, etc.

B. ADOPTION

Any employee adopting an infant child shall receive similar leave as above which shall commence upon receiving de facto custody of said infant or earlier, if necessary, to fulfill the requirements for the adoption.

- C. The Board of Education upon recommendation of the Superintendent of Schools may grant a one (1) year leave of absence without pay for personal reasons or educational study to any tenured employee. Denial of same shall not be arbitrable or actionable at law.

- D. Other extended leaves of absence may be granted by the Board, in its sole discretion, as provided in Board Policy.

ARTICLE IX

INSURANCE PROTECTION

- A. The Board shall provide for each employee in the unit hospitalization and medical-surgical insurance as listed below or its equivalent:

New Jersey State Health Benefits Plan

- B. Insurance as provided in Paragraph A above shall commence at the first regular insurance enrollment period following the employee's appointment.
- C. The Board may substitute other insurance carriers so long as the insurance coverage is equivalent to or better than those being provided. The Association shall be given adequate notice prior to any such substitution together with all available information relevant to the proposed change.
- D. The Board shall continue to maintain an employee Dental Plan. The sum of \$753.48 per employee will be expended for the full family dental program for each year of the contract. The total premium cost to the Board for each year of this two-year agreement shall not exceed \$753.48 per employee for each year.

ARTICLE X

COURSE AND WORKSHOP/SEMINAR SUBSIDY PLAN

- A. Reimbursement Eligibility

1. Each certified full time member of the instructional staff shall be eligible for reimbursement of up to twelve (12) college credits per school year for tuition and eligible registration fees specifically related to the course taken toward the completion of a degree program or job related course to enhance skills in areas that pertain to present position. Said reimbursement shall not exceed \$300.00 per credit hour, including registration fees for a maximum of \$3,600.00 per instructional staff member, for each year of this contract.
2. Reimbursement for attendance by a member of the instructional staff at an approved workshop/seminar related to the teachers' assigned classroom/shop responsibilities and duties shall be limited to a maximum of \$500.00 per teacher per school year. Said workshop/seminar shall be recommended and approved seven working days in advance by the Building Principal or Director of Adult Education who shall have final approval.

3. Certificates required of instructional staff members to maintain program certification from the State (if the Board determines that such program certification is necessary) must be obtained by the staff member. The Board will provide the training, tuition payments and, if necessary, release time, for the staff member. If the staff member does not pass required tests, he/she shall be required to retake any courses and tests at his/her own expense and without release time.

B. Guidelines for Reimbursement

1. Application for reimbursement along with the description of the college course, workshop/seminar is to be submitted to the Superintendent not less than seven (7) calendar days prior to the commencement date of the course or the date of the workshop. The Superintendent shall review such applications with the appropriate administrators. The approval of the conference or workshop approval is to be obtained from the principal or immediate administrative supervisor prior to registration and start of course, workshop/seminar.
2. College courses must be completed with a grade of 'B' or better, as evidenced by an official transcript, to be eligible for reimbursement.
3. Upon completion of a course or workshop/seminar, the following will be submitted to the Superintendent to effect reimbursement:
 - a. Original approval form.
 - b. Record of bill paid.
 - c. Record of grade (if college course).
 - d. Record of attendance (if a workshop/seminar).
 - e. Written report of workshop/seminar content in format approved by Principal/Director of Adult Education.

C. The herein provisions shall not apply to the N.J.E.A. Convention days.

D. The Board shall allow the following expenses from the amount specified in the contract for attendance at approved workshop/seminars.

- Cost of substitute
- Dues, registration fee
- Mileage at I.R.S. approved rate

*Note: If mileage from home to location of workshop/seminar is of a shorter distance, then this will be the mileage allowed.

ARTICLE XI

VACANCIES AND PROMOTIONAL OPPORTUNITIES

- A. The Board agrees through the Superintendent to publicize all professional vacancies and promotional opportunities. When school is in session, a notice shall

be posted on the Board Office bulletin board located in the main corridor next to the Board Office and in each building. During summer months, the Superintendent will communicate the existence of any vacancies to the President and Vice-President of the Association in writing. Employees who desire to apply for such vacancies or promotional opportunities shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge in writing all such applications.

- B. The notices of such vacancies shall clearly set forth the title of position, qualifications and duties of the position and salary range.
- C. All qualified employees shall be given adequate opportunity to make application.
- D. All fall adult education vacancies shall be posted prior to the start of the school year.

ARTICLE XII

PRIVILEGES OF THE ASSOCIATION

- A. The Board agrees to make available to the Association, upon request, all information that is available to the public.
- B. Upon an Administrator's approval, any representative of the Association or any employee required to participate during working hours in a grievance proceeding shall suffer no loss in pay or time.
- C. The Association and its representatives may have the use of school facilities not being used for instructional purpose, upon two (2) business days notice, for meetings. Request for such facilities shall be decided by the Principal or Director of Adult Education, as appropriate.
- D. The Association may have the use of school office equipment including duplicating machines, calculating machines, and other types of audio-visual equipment when such equipment is not otherwise in use. Such use shall be cleared through an Administrator and the Association will provide the necessary materials and supplies associated therewith.
- E. The Association shall have the use of a bulletin board in the faculty lounge, for which approval is not required. All material to be posted on the bulletin board must be signed by the Association President or Vice President as "Association Material". The Association shall have the right to use inter-school mail facilities and school mail boxes for Association related items. It is specifically understood that the utilization of the bulletin board and inter-school mail boxes shall not include items of a political nature.

F. Criticism of Employees

Any questions and/or criticism by a Supervisor or Administrator of an employee's instructional methodology or actions shall occur within the district's informal and formal observation and evaluation procedure. Such questions and/or criticism shall be constructive and shall not take place in the presence of any other person.

G. Association Identification

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

H. Employee - R.I.F.

Employees who are reduced in force (R.I.F.'d) and who otherwise have made no claim against the Board shall receive a sum of money equal to one-half (1/2) of their accumulated but unused sick days based on their then current salary rate upon date of R.I.F., said sum not to exceed \$1,000 with a minimum of five (5) years of fulltime service, \$2,500 with a minimum of ten (10) years of fulltime service and \$3,500 with fifteen (15) or more years of full-time service to the district. Should an employee retire within the allotted time as allowed by the Division of Pensions said amount as defined above would be deducted from the payment to which the employee is entitled under Article VI, Section E of the contract. Once reimbursed for the unused sick leave, it is agreed that said employee will have no claim to accumulated sick days, in the event he/she is ever re-employed by the district. Payment to the R.I.F.'d employee under this provision shall be made within sixty (60) days following formal action and notification of the R.I.F. by the Board of Education.

I. Anniversary Dates (Effective July 1, 1997)

For the purpose of salary guide movement, anniversary dates shall be considered as follows:

1. Twelve month employees:
 - a. If hired on or after July 1 of the school fiscal year, but before the following January 1 the guide movement or increase in benefit shall occur as if the employee had been hired on July 1 of the school fiscal year.
 - b. If hired on or after January 1 of the school fiscal year, the guide movement or increase in benefit shall occur as if the employee had been hired on July 1 of the school fiscal year immediately following the school fiscal year of hire. A newly hired employee who is entitled to vacation shall have added to his/her first vacation period any prorated vacation time earned for service during the initial partial year of employment.
2. Ten month employees:

a. If hired on or after September 1 of the school year, but before the following February 1, the guide movement or increase in benefit shall occur as if the employee had been hired on September 1 of the school year.

b. If hired on or after February 1 of the school year, the guide movement or increase in benefit shall occur as if the employee had been hired on September 1 of the school year immediately following the school year of hire. A newly hired employee who is entitled to vacation shall have added to his/her first vacation period any prorated vacation time earned for service during the initial partial year of employment.

J. Class Coverage for Absent Teacher (Supervision)

Any member of the instruction staff who is requested to cover for an absent teacher shall receive payment in a pro rata portion of \$75.00 per day.

K. Release Time for Association Representatives

Release time for Association representative(s) for labor related litigation with the Board (NJ PERC, Office of Administrative Law, NJ Courts, Arbitration) shall not exceed a total of five (5) days per year. Notification to the Superintendent must be made forty-eight (48) hours in advance, emergencies excepted.

L. Employee Representation

Whenever any employee is required to appear before any administrator or supervisor, Board or any committee (or member thereof) and the result of said appearance could be disciplinary, said employees shall be given 24 hours prior written notice of the reasons for such meeting(s) or interview(s) and shall be entitled to have a representative(s) of the Association advise and represent him/her during such meeting or interview.

ARTICLE XIII

DEDUCTION FROM SALARY

A. The Board agrees to deduct local and affiliated Association dues from the salaries of employees, upon request, in compliance with applicable State and Administrative Rules and Regulations pertaining thereto, together with any other deductions made in accordance with applicable Federal and State Laws and Regulations.

B. Tax Sheltered Annuities

The Association has requested and the Board has agreed that upon authorization by an employee the Board will implement deductions for a Tax Sheltered Annuity Program and/or Savings Bond.

The Association will furnish a list of five (5) Tax Shelter Annuity Vendors from which the participating employee shall designate the authorized deductions.

C. Savings Bonds

D. Representation Fees

1. If an employee who is represented by the Association does not become a member of the Association during any membership year 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.

2. Amount of Fee/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, and the representation fee to be paid by non-members. The representation fee to be paid by non-members shall not exceed the maximum percentage of regular membership dues, fees and assessments as allowed by N.J.S.A.34:13A-5.5b., and the Association will certify that fact to the Board, prior to the start of each membership year.

3. Deduction and Transmission of Fee:

a. Notification:

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

b. Payroll Deduction Schedule:

The Board will deduct from the salaries of the employees referred to in Section 3.a. the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January. Before any deductions are made, the Association will first establish a demand and return system in compliance with N.J.S.A. 34:14A-5.5.c. and will notify the Board in writing that it has done so.

c. 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 paycheck paid and said employee during the membership year in question.

d. Mechanics:

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association pursuant to N.J.S.A.52:14-15.9.e.

e. Changes:

The Association will notify the Board in writing of any changes in the list provided for in paragraph 3.a above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

f. 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 30 day period, together with their job titles. The Board will also notify the Association of any change in the employment status of an employee regarding retirement, resignation, separation from employment, death.

g. Indemnification and Save Harmless Provision:

The Association agrees to indemnify and hold the Board harmless against any claims or liability which may arise by reason of any action taken or not taken by the Board in complying with the provisions of this Article. 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 indemnification.

h. Board's Responsibility:

The Board will endeavor to comply with its responsibilities under this Article, but the Board shall not be liable to the Association for any deductions which it fails to make.

ARTICLE XIV

CUSTODIAL/MAINTENANCE PERSONNEL

- A. Custodial/Maintenance personnel shall work an eight (8) hour day inclusive of lunch and will work five (5) days, Monday through Friday. Said employees shall be entitled to a thirty (30) minute lunch period and two separate ten (10) minute breaks.

- B. Overtime for Custodial/Maintenance personnel will be given on a rotating seniority basis provided the employee can do the work. If all employees called refuse the overtime, the Board will assign the first employee called or the next eligible employee that it can reach. Overtime for said employees will be paid at one and one half (1 1/2) times the employees salary for any overtime worked beyond eight (8) hours. Overtime on Saturdays shall be time and one half.

Overtime on Sundays and the following holidays shall be at double time:

- | | |
|-------------------------------|---------------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Jr. Day | 8. Columbus Day |
| 3. President's Day | 9. Thanksgiving Day |
| 4. Good Friday | 10. Friday following Thanksgiving Day |
| 5. Memorial Day | 11. Christmas Eve |
| 6. Fourth of July | 12. Christmas Day |

- C. Probationary period of Custodial/Maintenance personnel shall be ninety (90) days. An employee successfully completing the probationary period will have his date of hire effective the date he began his probationary period. Terminations at the end of the probationary period are not subject to the grievance procedure.

- D. Vacation scheduling for Custodial/Maintenance personnel shall be done on the basis of seniority.

After 6 months of employment, vacation shall be 1 week.

After 1 year of employment, vacation shall be 2 weeks.

After 5 years of employment, vacation shall be 3 weeks.

After 10 years of employment, vacation shall be 4 weeks.

During the initial year of employment the one (1) week granted after six (6) months shall be one of two (2) weeks. Thereafter, vacations shall be granted in accordance with Article XII, Section I. Anniversary Dates.

E. Call Outs

Any custodial/maintenance employee called out after midnight on Friday and prior to midnight on Sunday shall be guaranteed two (2) hours' pay at double his/her base contract rate.

Any custodial/maintenance employee called out for snow removal Monday through Friday, inclusive, shall be paid straight time and shall have his/her shift adjusted in order that he/she works a scheduled eight (8) hour work day.

F. Clothing/Shoe Allowance

The Board of Education agrees that each custodial/maintenance employee shall receive \$125.00 after the first three (3) months of employment and \$150.00 after

the first year of employment and in accordance with the anniversary contract clause. Thereafter, each custodial/maintenance employee shall receive \$350.00 per year for the years 2003-04 and 2004-05, and \$400.00 per year for the year 2005-06. Reimbursable items covered by this contract provision will be specified in administrative procedures.

G. Black Seal

Custodial and Maintenance personnel shall receive annual salary adjustment of \$700.00 for holding a Black Seal License. All maintenance employees must obtain their Black Seal License within their first twelve (12) months from the date their probationary period ends to maintain their employment.

H. When Christmas Eve and Christmas Day fall on a Saturday and Sunday, employees shall have previous Friday and following Monday off with pay.

When Christmas Eve falls on a Sunday, employees shall have the previous Friday off with pay.

When Christmas Day falls on a Saturday, employees shall have the following Monday off with pay

When New Years Day falls on a Saturday, employees shall have the previous Friday off with pay.

When New Years Day falls on a Sunday, employees shall have the following Monday off with pay.

When New Years Day falls on a regularly scheduled work day, employees have a half (1/2) day off in the P.M. the day before.

I. The Board of Education shall provide two (2) weeks notification to custodial/maintenance personnel prior to implementation of any shift change.

J. Salary differential/stipend for custodial/maintenance staff working "premium time" will be \$1,200.00. (Premium time is designated as evening/early morning hours) retro to July 1, 1997.

ARTICLE XV

SECRETARIAL/CLERICAL

A. Secretarial/Clerical personnel shall work a seven and one-half (7 1/2) hour day, including a one-half hour lunch and two ten minute coffee breaks. The regular workweek for full-time employees will be five (5) days, Monday through Friday.

B. The Board retains the right to determine the starting times and the ending times of the working day for secretarial/clerical employees, provided, however, that during

any school year covered by this Agreement the maximum change to the starting time, and thereby to the ending time, worked by any employee shall not exceed one and one-half (1 1/2) hours. However, the Board shall determine the start and finish times for the workdays of any new positions.

C. Overtime for Secretarial/Clerical personnel will be paid at one and one half (1 1/2) times the employees salary for any overtime worked beyond seven and one-half (7 1/2) hours in any one day. Overtime will be offered first to the individual who would normally perform the duties as determined by the Supervisor. Overtime work that is not normally performed by a particular individual will be offered to all secretarial/clerical employees by seniority on a rotating basis.

D. Secretarial/Clerical personnel will receive the following paid holidays:

- | | |
|-------------------------------|---------------------------------------|
| 1. New Year's Day | 7. Labor Day |
| 2. Martin Luther King Jr. Day | 8. Columbus Day |
| 3. President's Day | 9. Thanksgiving Day |
| 4. Good Friday | 10. Friday following Thanksgiving Day |
| 5. Memorial Day | 11. Christmas Eve |
| 6. Fourth of July | 12. Christmas Day |

E. Twelve (12) month Secretarial/Clerical personnel will receive the following vacations:

- After six (6) months of employment, vacation shall be 1 week
- After 1 year of employment vacation shall be 2 weeks
- After 5 years of employment vacation shall be 3 weeks
- After 10 years of employment vacation shall be 4 weeks

During the initial year of employment the one (1) week granted after six (6) months shall be one of two (2) weeks. Thereafter, vacations shall be granted in accordance with Article XII, Section Anniversary Dates.

Ten (10) month Secretarial/Clerical employees will receive a pro-rated number of vacation days in concert with the length of their employment contract.

F. On delayed opening days, Secretarial/Clerical personnel will be required to come in fifteen (15) minutes before teachers. In an early dismissal, Secretarial/Clerical personnel may leave one-half hour after teachers. The Superintendent, in his discretion, may allow employees to come in later or leave earlier, depending on weather conditions. In the event school is closed due to inclement weather, the Superintendent, in his discretion, may determine that Secretarial/Clerical personnel will be required to report to work but they will not be required to report before 10:00 AM.

G. Probationary period of clerical/secretarial personnel shall be ninety (90) days. An employee successfully completing the probationary period will have her/his date of hire made effective as of the date she/he began her/his probationary period.

Terminations at the end of the probationary period are not subject to the grievance procedure.

- H. When Christmas Eve and Christmas Day fall on a Saturday and Sunday, employees shall have the previous Friday and following Monday off with pay.

When Christmas Eve falls on a Sunday, employees shall have the previous Friday off with pay.

When Christmas Day falls on a Saturday, employees shall have the following Monday off with pay.

When New Years Day falls on a Saturday, employees shall have the previous Friday off with pay.

When New Years Days falls on a Sunday, employees shall have the following Monday off with pay.

When New Years Day falls on a regularly scheduled work day, employees have a half (1/2) day off in the P.M. the day before.

- I. All secretarial/clerkal staff shall have their summer weekly hours reduced by three (3) hours. These hours shall be taken on Friday afternoon.
- J. All secretarial/clerkal staff shall be permitted to attend MCST adult school courses and ETTC training at no charge providing there is room; a pool of \$1000.00 for all secretarial/clerkal employees shall be established for reimbursement for classes/workshops taken to enhance job performance.

ARTICLE XVI

COORDINATORS/SPECIALISTS

A. WORK YEAR

- 1. The work year for twelve (12) month Coordinators and Specialists (including but not limited to ITV Personnel, Grants Specialist and Articulation Specialist) shall be from July 1 through June 30.
- 2. Ten (10) month Coordinators and Specialists shall work from September 1 through June 30.
- 3. The Public Relations Specialist shall work a one hundred and eighty four (184) day work year between July 1 and June 30.

B. WORK DAY

1. Twelve (12) month Coordinators and Specialists shall work eight (8) continuous hours per day which includes a 30 minute duty free lunch and two (2) ten minute breaks.
2. Ten (10) month Coordinators and Specialists shall work eight (8) continuous hours per day which includes a 30 minute duty free lunch and two (2) ten minute breaks.
3. The Public Relations Specialist shall work an eight (8) hour day which shall include attendance at any required before/after school hours function.

C. VACATIONS

1. Twelve (12) month Coordinators and Specialists shall receive fifteen (15) working days vacation during the term of the twelve (12) month contract year. Said personnel shall receive one (1) additional day per year of employment beginning with the sixth through tenth year of employment, to a maximum of twenty (20) vacation days per work year. Employment will be defined as the date the employee was first hired at MCST to the present day.
2. Any twelve (12) month Coordinator or Specialist commencing employment after July 1 shall receive a prorated number of vacation days in concert with the length of his/her initial employment contract. Thereafter, vacations shall be granted in accordance with Section C.1 above.
3. Ten (10) month Coordinators and Specialists shall receive a prorated number of vacation days as defined in C.1.

D. HOLIDAYS

1. Twelve (12) month Coordinators and Specialists shall receive the following holidays off with full pay:

Independence Day (July 4)	Christmas Day
Labor Day	New Years Day
Columbus Day	Martin Luther King, Jr. Day
NJEA Convention (2 days)	President's Day
Thanksgiving Day	Good Friday
Day following Thanksgiving	Memorial Day
Christmas Eve	

When Christmas Eve and Christmas Day fall on a Saturday and Sunday, employees shall have previous Friday and following Monday off with pay.

When Christmas Eve falls on a Sunday, employees shall have the previous Friday off with pay.

When Christmas Day falls on a Saturday, employees shall have the following Monday off with pay.

When New Years Day falls on a Saturday, employees shall have the previous Friday off with pay.

When New Years Day falls on a Sunday, employees shall have the following Monday off with pay.

When New Years Day falls on a regularly scheduled work day, employees have a half (1/2) day in the P.M. the day before.

2. Ten (10) month Coordinators and Specialists shall receive the above holidays that occur between September 1 and June 30th.

E. COMPENSATION TIME

Coordinators and Specialists will receive an equal amount of time for compensation for time spent in school business outside of the school day. Such time shall be used within thirty (30) days unless extended by request and approval of the Superintendent.

ARTICLE XVII

STIPENDS FOR CLUB ADVISORS AND CHAPERONES

- A. Teachers who during the regular school year render service beyond the normal work day or work year by serving as club or student activity advisors for school approved clubs which are actively participating in state, regional and national functions shall receive the stipends set forth below which shall be the total compensation received by the teacher for service in this regard, provided documentation of activities has been provided.

	2003-04	2004-05	2005-06
DECA	\$1,400.00	1,500.00	1,650.00
VICA	1,400.00 each	1,500.00 each	1,650.00 each
FBLA	1,400.00	1,500.00	1,650.00
FFA	1,400.00	1,500.00	1,650.00
DANCE	1,400.00	1,500.00	1,650.00
DRAMA	1,400.00	1,500.00	1,650.00
HOSA	650.00	800.00	900.00
NVTHS(s)	650.00 each	800.00 each	900.00 each
PRINT MEDIA	650.00	800.00	900.00

Stipends shall be payable by including the same with the paycheck due closest to the end of January and the end of June.

- B. School approved clubs participating in authorized state, regional and national functions shall do so under the following guidelines:
1. The Board of Education shall have the authority to approve a chaperone (other than the club advisor) as needed, upon recommendation of the Superintendent. Chaperones shall be certified staff members and shall be compensated as follows: If the approved event occurs on a non-school day, compensation shall be at the rate of \$100.00 per day.
 2. Approved chaperones at overnight functions shall be of the same gender as the student participants and will be compensated at the rate of \$150.00 per 24-hour day.
 3. All travel, room and board expenses of the advisor and chaperones to and from the approved club activities shall be pre-approved by the Board of Education and will be paid for by the Board of Education.
 4. Where practical, effort will be made to achieve a ration of one chaperone for every ten (10) students. It is understood and agreed that there will be flexibility in this ratio.

ARTICLE XVIII

MISCELLANEOUS PROVISIONS

- A. Copies of this signed agreement shall be given to all employees covered under the contract by the Board Secretary.
- B. Separability - If any provision of Agreement or any application of this Agreement to any employee or group of employees is decided 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.
- C. 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.
- D. This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will 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 parties at the time they negotiated or signed this Agreement.
- E. If a student's grade evaluation is changed, the person making such changes shall

initial the change. The teacher assigning the original shall be notified in writing within seven (7) days of such change. No student's grade shall be changed without discussion with the teacher issuing that grade, however, the Board retains the right to change the grade as it deems appropriate.

ARTICLE XIX

SALARY GUIDE

A. Teachers

1. Salaries of teachers in the unit for the school years covered by this Agreement are set for Schedules "A-1", "A-2" & "A-3" and for Coordinators and Specialists in "B-1", "B-2", & "B-3" which are attached hereto and made a part hereof.
2. Schedule "A-1", "A-2" & "A-3" are based on ten (10) month contracts. Schedule "B-1", "B-2" and "B-3" are based on twelve (12) month contracts.
3. An additional payment of 1/10 of the applicable ten (10) month salary shall be paid to employees an eleven (11) month contract.
4. Longevity provisions for the term of this agreement are found in Schedule C-1.
5. Teachers who reach the maximum step of the salary guide in 1998-98 (step "A") and any subsequent contract year, will go "off-guide" as of the following contract year. Teachers who "go off-guide" no longer make step progression and will receive a negotiated percentage or dollar increase in thereof.
6. Effective July 1, 2003 the 10 month teacher hourly rate will be calculated as follows:
Salary ÷ 184 days ÷ 7.25 hours. This shall not apply to the stipend paid to teachers assigned to the Boonton Academy.

B. Custodial/Maintenance

1. Salaries of custodial/maintenance personnel in the unit for the school years covered by the Agreement are set forth in Schedule "D-1", "D-2" & D-3 which is attached hereto and made a part hereof.
2. Longevity provisions for the term of this agreement are found in Schedule C-2.

C. Secretarial/Clerical

1. Salaries of secretarial/clerical personnel in the unit for the school years covered by this Agreement are set forth in schedule "E-1", "E-2" & E-3 which is attached hereto and made a part hereof.
2. Longevity provisions for the term of this agreement are found in Schedule C-2.

D. Hourly Stipend for Teachers

1. Teachers who during the regular school year are requested by the Administration to work beyond the normal work day or work year on recruitment activities, culinary functions, curriculum development projects and Advisory Council and who agree to do so, shall be paid for such work at the hourly rate of \$24.00 in 2003-04, \$27.00 in 2004-05 and \$28.00 in 2005-06. This payment shall not be made for parent conferences, after-school assistance to students, field trips (unless mandated by the program, i.e., cosmetology licensing exam).

E. Longevity

For future negotiations total monetary cost of the staff shall be calculated by utilizing the total of the individual guide step salaries plus the total of all longevity provisions to arrive at the overall salary base. Any percentage and/or dollar increase will be added to the said overall salaries.

F. Retirement Prior to Contract Settlement

Any staff member who is subject to this agreement and actually retires pursuant to TPAF regulations, prior to a settlement, shall be entitled to any retroactive pay increases due as a result of negotiations on this successor agreement.

- G. Effective July 1, 2004, 10 month employees shall receive 20 paychecks per year, and 12 month employees shall receive 24 pays per year. Payday shall be the 15th and 30th of each month. If these days are not workdays, payday shall be the closest workday prior.

ARTICLE XX

PHYSICAL EXAMINATIONS

- A. All new employees prior to their employment shall be examined to determine their fitness to perform the task assigned. The examination will be given by the school Medical Inspector at Board expense.
- B. All employees shall undergo the State prescribed test for tuberculosis which shall be administered by the school nurse. X-ray tests shall be required of positive reactors only.

ARTICLE XXI

EMPLOYEE RIGHTS

No document shall be placed in an employee's personnel file unless the employee has had an opportunity to review such material and affix 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. The employee shall also have the right to

submit a written answer to such material and said answer shall be attached to the file copy. The official personnel file shall be maintained in the Board Office.

ARTICLE XXII

EMPLOYEE EVALUATION

Within five (5) days of each of two (2) formal observations (one for tenured staff), the employee shall have a pre-conference evaluation. A post-conference with the author of the observation evaluation report shall take place within five (5) days after the observation. Each observation cycle shall be completed before another cycle begins. The third (one for tenured staff) observation shall require no pre-conference evaluation, but a post-conference evaluation shall take place within five (5) days after the observation.

ARTICLE XXIII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2003 and shall continue in force and effect until June 30, 2006.
- B. 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 and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested and sealed by their respective Secretaries, all on the day and year first above written.

MORRIS COUNTY VOCATIONAL
TECHNICAL-EDUCATION
ASSOCIATION, INC.

MORRIS COUNTY VOCATIONAL
SCHOOL DISTRICT OF MORRIS
COUNTY, NEW JERSEY

BY _____

BY _____

ATTEST:

ATTEST:

ADDENDUM

The parties agree that during the life of this agreement, the workday at the Denville Campus will change as follows:

For the 2003-04 work year, the workdays and schedules for teachers assigned to the Denville, Boonton and Butler campuses will be the same as in 2002-2003. Stipends based on the longer day in Boonton will also remain unchanged.

Beginning in 2004-05, teachers assigned to the Denville campus will work 437 minutes per day, and teachers assigned to the Boonton campus will work 447 minutes per day, an increase of 53 minutes for Denville.

The schedules in Boonton and Butler will not be changed. The stipend paid to teachers assigned to Boonton will be discontinued as of June 30, 2004 and will be subsumed by the agreed upon increase plus the one-time payment for the extra work time for that year.