

2522
~~1999~~
CL

2646

Negotiated Agreement

Asbury Park Board of Education

and

Asbury Park Education Association

July 1, 1994 - June 30, 1997

Adopted
Asbury Park Board of Education
April 27, 1995

TABLE OF CONTENTS

PREAMBLE

ARTICLE I
RECOGNITION 2

ARTICLE II
NEGOTIATIONS PROCEDURE 3

ARTICLE III
GRIEVANCE PROCEDURE 4

ARTICLE IV
EMPLOYEE RIGHTS 7

ARTICLE V
LEAVES OF ABSENCE 8

ARTICLE VI
FAIR DISMISSAL POLICY 12

ARTICLE VII
RETIREMENT 13

ARTICLE VIII
SALARY SCHEDULES 14
 Schedule A: Teachers' Salary Guide 15
 Schedule B: Secretarial Salary Guide 18
 Schedule C: Custodial-Maintenance Salary Guide 20
 Schedule D: Cafeteria, Attendance Officers, Security
 Guards, Aides, Behavior Management Technician,
 and Coaches' Salary Guides 21

ARTICLE IX
TEACHERS' WORKING HOURS AND LOAD 27

ARTICLE X
GRADUATE CREDITS/SALARY ADJUSTMENT 30

ARTICLE XI
INSURANCE PROTECTION 31

ARTICLE XII	
DEDUCTIONS FROM SALARY	32
ARTICLE XIII	
OVERTIME AND HOLIDAYS	35
ARTICLE XIV	
SECRETARIAL SUMMER HOURS	39
ARTICLE XV	
CUSTODIAL AND MAINTENANCE EMPLOYEES	
UNIFORMS AND EQUIPMENT	40
ARTICLE XVI	
MISCELLANEOUS	41
ARTICLE XVII	
AGREEMENTS IN EFFECT	43
ARTICLE XVIII	
MODIFICATION OF AGREEMENT	44
ARTICLE XIX	
SIGNATURES	45

PREAMBLE

In accordance with the provisions of Chapter 303 of Laws of 1968, the BOARD OF EDUCATION OF THE CITY OF ASBURY PARK and the ASBURY PARK EDUCATION ASSOCIATION, INC., for themselves, their successors and assigns, hereby mutually agree as follows:

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel whether under contract, on leave, or a per diem basis, employed or to be employed by the Board including:
1. All certified members of the professional staff, but specifically excluding department chairmen having supervisory duties and appropriate supervisory certification, all other administrative and supervisory personnel, physicians, dentists and psychologists, and Secretary to the Superintendent, Assistant Superintendent, Business Manager, Payroll Clerk, and including also
 2. Non-certified employees of the (1) custodial and maintenance staff, (2) teacher aide staff, (3) secretarial staff, (4) security guards and attendance officers, (5) cafeteria employees, but excluding employees in the Computer Center.
- B. 1. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined, and reference to male teachers shall include female teachers.
2. Non-professional employees shall be referred to as custodians, teacher aide staff, secretarial staff, security guards, attendance officers, and cafeteria employees.
 3. Professional and non-professional employees, as defined herein above, are to be designated as members of the Collective Negotiating Unit. The term Collective Negotiating Unit, when used hereinafter in the Agreement, shall refer to both professional and non-professional employees, unless either is specifically excluded.

ARTICLE II
NEGOTIATIONS PROCEDURE

In accordance with the provisions of the New Jersey Employer-Employee Relations Act (N.J.S.A. 34:13A-1 and 34:13A-13) representatives of the Asbury Park Education Association and the Asbury Park Board of Education agree to commence negotiations on a successor agreement no later than January 1st of the year in which this Agreement terminates.

ARTICLE III
GRIEVANCE PROCEDURE

A. Under the Binding Arbitration Grievance Procedure, a grievance is defined to mean an alleged violation of the contract or Board policy.

B. General

1. A grievance to be considered under this procedure shall be presented by the grievant or his representative not later than thirty (30) calendar days following its alleged occurrence.
2. The Association shall have the right to have up to two (2) representatives present at all steps.

C. Procedure

1. Level One

Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally at that level.

2. Level Two

If, as a result of the informal discussion with the immediate supervisor, the matter is not resolved to the satisfaction of the grievant within five (5) school days of the informal conference, the grievant shall set forth his complaint in writing to his immediate supervisor. The statement shall include the nature of the grievance, the loss to the grievant, the result of his previous discussion, and his dissatisfaction with the decision previously rendered. The immediate supervisor shall communicate his decision to the grievant in writing within five (5) school days of receipt of the written complaint.

3. Level Three

The grievant may appeal the Level Two decision to the Superintendent of Schools. The appeal to Level Three must be made in writing and within five (5) school days of the grievant's receipt of the Level Two decision. The Superintendent of Schools shall render his decision in writing within ten (10) school days.

4. Level Four

If the grievance is not resolved at Level Three, the grievant may submit his grievance to the Board of Education not later than ten (10) days after receipt of the Superintendent's decision in Level Three. The Board of Education shall review the grievance and render a decision in writing within thirty (30) calendar days of its receipt of the grievance.

5. Level Five

- a. If the grievance is not resolved at Level Four, the grievant may request that the matter be submitted to arbitration. Such request for arbitration must be submitted to the Superintendent of Schools not later than fifteen (15) days after receipt of the decision by the Board.
- b. The parties shall attempt to mutually agree upon an arbitrator, but if they are unable to reach agreement, they shall request the Public Employment Relations Commission to appoint an arbitrator in accordance with PERC's rules.
- c. The arbitrator shall confer with the representatives of the parties and hold appropriate hearings and submit his decision in accordance with the rules of PERC. The arbitrator shall be without power or authority to make any decision which modifies any provision of this Agreement or Board policy. The decision of the arbitrator shall be binding on both parties.
- d. The following matter shall not be subject to binding arbitration except as specifically provided for in this paragraph. The nonrenewal of a nontenure teacher contract shall not be subject to binding arbitration except as follows--at the conclusion of the first nontenure year in Asbury Park, the Board of Education shall have in its sole discretion the right to grant either a "probationary" contract or a "permanent nontenure" contract; if the Board of Education grants a "permanent nontenure" contract and then, at the conclusion of that second year, elects to terminate that teacher, said teacher may grieve to final and binding arbitration the nonrenewal; if the teacher at the conclusion of the first year is granted a "probationary" second year contract, and the

Board of Education elects at the conclusion of this second year probationary contract to not renew said teacher, that matter shall not be subject to arbitration. Provided, however, should the Board of Education grant a contract for a third year to said probationary teacher, then such teacher shall have the right, at the conclusion of the third year, to take a nonrenewal for a tenure contract to final and binding arbitration.

D. Miscellaneous

1. The costs for the services of the arbitrator shall be equally borne by the Board and the grievant.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

ARTICLE IV
EMPLOYEE RIGHTS

- A. No employee shall be disciplined except for just cause.
- B. Each employee shall have the right to review his or her personnel file, at reasonable times during normal working hours, in the presence of an administrator. Employees shall have the opportunity to see and sign documents before they are placed in the file, and to receive a copy of same. The employee's signature shall indicate only that he or she has seen the document and had the opportunity to receive a copy of it, and not necessarily that he or she agrees with its contents. If the employee refuses to sign the document, the administrator shall make a notation in the file to that effect. Employees may file a response to any materials placed in the file.
- C. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Asbury Park Education Association before they are established. This clause shall expire upon the expiration of this Agreement or the repeal of Chapter 303 of the Laws of 1968, whichever shall first occur. Nothing herein contained shall deny the right of the Board of Education to terminate benefits not granted in accordance with policies heretofore adopted by the Board of Education.
- D. Any criticism of an employee by an administrator or supervisor shall be given in private.
- E. Any employee required to attend a meeting with an administrator or supervisor, which may result in disciplinary action against the employee, shall have the right, upon request, to have an Association Representative present at the meeting.

ARTICLE V
LEAVES OF ABSENCE

- A. **Sick Leave:** In granting leaves of absence, it shall be the policy of the Board of Education to grant leaves of absence for personal illness, injury, or quarantine in accordance with the following rules and regulations.
1. In conformity with N.J.S.A. 18A:30-1, et seq., teachers shall be allowed sick leave with full pay for twelve (12) days during each school year.
 2. If any teacher shall utilize less than twelve (12) days of sick leave with full pay allowed by N.J.S.A. 18A:30-1, et seq., the number of days in twelve (12) not utilized during any school year shall accumulate without limit for additional sick leave with full pay during the subsequent years.
 3. Sick leave shall mean the absence from his or her duty of any teacher on account of personal disability due to illness or injury, or on account of quarantine for the presence of a contagious disease in his or her immediate household.
 4. Teacher shall mean superintendent, supervisor, principal, vice principal, teacher, librarian, school nurse, or any certified member of the instructional staff. These sick leave provisions shall extend also to all secretarial and custodial employees, and to other non-certified staff members. These sick leave provisions do not apply to part-time employees.
 5. When absence on sick leave exceeds five (5) successive school days, a physician's certificate covering the period shall be filed with the Superintendent of Schools.
- B. **Critical Illness In the Family:** In the case of critical illness of a parent, brother, sister, husband, wife, or child, irrespective of residence, and in the case of critical illness of a relative who is a member of the teacher's household, no deduction shall be made provided such absence does not exceed three (3) days.

-
- C. **Death of a Family Member:** Five (5) school days on account of the death of a member of the teacher's immediate family shall be excused without loss of salary.
1. The term "immediate family" as used in C above shall be understood to include only the following: wife, husband, father, mother, child, brother, sister, mother-in-law, father-in-law, grandmother, grandfather, or a relative who, at the time of death, has been a member of the teacher's household.
 2. For absence beyond the limit of five (5) days allowed in case of death of a member of the teacher's immediate family or other relative who, at the time of death, has been a member of the teacher's household, the minimum pay for a substitute (half-pay for non-certified) employee shall be deducted. For absence due to death of any person not covered by these rules and regulations, a full deduction will be made.
- D. **Marriage:** In the case of the marriage of a teacher, or a teacher's parent, brother, sister, or child, a deduction of the minimum pay of a substitute (half-pay for non-certified employees) shall be made for absence for the days of the wedding.
- E. **Court:** In the case of absence from school by reason of subpoena of a court, no deduction in salary shall be made, provided the subpoena is filed with the Secretary of the Board and the teacher is not party plaintiff to the suit.
- F. **Tardiness:** Six (6) instances of tardiness in reporting for duty, unexcused by the Superintendent of Schools, shall count as one-half day's absence, and a corresponding deduction shall be made.
- G. A day's salary for employees working on a ten-month-per-year basis is defined as 1/200 of the annual salary. A day's salary for employees working a twelve-month-per-year basis is defined as 1/310 of the annual salary.
- H. If an employee is absent for a number of days for causes other than sick leave, and during the period of absence of a holiday occurs, deduction for such holiday shall be the same as for the preceding days. If the holiday occurs at the beginning of the period of absence, or at the end of the period of absence, deduction shall be made for such holiday.

-
- I. Teachers absent for causes other than personal illness for a majority of the days the schools are in session during September, December, and June, or immediately preceding or following a school vacation period shall be paid only for the days of actual service.
 - J. **Unpaid Leaves of Absence:** Leaves of absence with full loss of pay, excepting that to which teachers are entitled under the provisions of sick leave, may be granted by the Board for a limited and definite period.
 - K. All requests for leave for a definite term should be addressed to the Superintendent of Schools in writing and should indicate the reason for the contemplated absence and the date on which the teacher expects to return to duty.
 - L. **Personal Leave:** Full-time employees shall be granted three (3) days of absence for conducting personal business when such business cannot be conducted during out-of-school hours. Requests for this leave shall be submitted in duplicate to the Superintendent in writing at least three (3) days in advance of the desired absence, except in an emergency. In such emergency cases, the Board may require a more specific explanation of the circumstance giving rise to the emergency. Such leave may not be granted for the day immediately preceding or following a school vacation period. The Superintendent may not deny leave arbitrarily. If requests are disapproved, the Superintendent shall post the reason. Should any of the days provided by this section be unused at the end of the school year, they will be added to the accumulating sick leave as provided in Paragraph A2.
 - M. **Association Business Days**
 - 1. Up to twelve (12) days may be granted to selected officers of the Asbury Park Education Association to attend conferences and conventions of state and national affiliated educational organizations. The Association President shall have the discretion to assign Association business days. Notification of intent to utilize this leave shall be submitted in duplicate to the Superintendent of Schools at least five (5) school days in advance of the desired absence.

-
2. One (1) custodial and one (1) maintenance representative each shall be permitted to attend the N.J.E.A. Convention in Atlantic City.
- N. Teachers employed in a summer school program conducted by the Board of Education shall be allowed two (2) days of sick leave with full pay. Such sick leave shall not be accumulative and shall be applicable only during the term of the summer school program.
- O. Whenever the Board of Education employs any person who has an unused accumulation of sick leave days from another school district in New Jersey, the Board shall grant, no later than the end of the first year of employment, full credit therefor. Credit shall only be granted after the employee provides a certified record of the unused, accumulated sick days. The amount of this credit is hereby fixed by this resolution of the Board and is uniformly applicable to all employees and subject to the provisions of Chapter 30 of N.J.S.A. Title 18A, Education.
- P. Employees shall be given a written accounting of accumulated sick leave days no later than October 15 of each school year.
- Q. For ten-month employees starting their employment after September 1 and twelve-month employees starting after July 1, all paid leave time shall be calculated on a prorated basis in proportion to the number of months remaining in the school year with fractions of a day rounded off to the next whole day. The total amount of such prorated leave shall be available to the employee from the first day of employment. (Probationary employees shall receive a prorata share of sick leave based upon the length of the probationary period.)

ARTICLE VI
FAIR DISMISSAL POLICY

For those employees who are not covered by tenure, there is a 90-day probationary period during which the Board of Education may terminate, without any review, a probationary employee; however, after the completion of the probationary period, termination would be subject to binding arbitration.

ARTICLE VII
RETIREMENT

- A. Employees who attain the age of 55 years but less than the mandatory retirement age and who qualify for regular or early retirement and have not less than 15 years of service in the Asbury Park Schools may receive, upon retirement, reimbursement for unused sick time at the rate of \$20.00 per day for teachers and \$15.00 per day for nonprofessional staff.
- B. Teachers who retire (having met the requirements of age 55; 25 years of service in the Pension Fund and not less than 15 years of service in Asbury Park), effective either June 30, 1995, or June 30, 1996, shall be compensated at the rate of \$45.00 per day for each day of unused accumulated sick leave. In order to be eligible for this benefit, teachers must give notice by February 1, 1995, for June 30, 1995, retirement or by January 1, 1996, for June 30, 1996, retirement. Non-professionals who retire under the same circumstances will receive the rate of \$40.00 per day for each day of unused accumulated sick leave. Employees who retire at any other time during the life of this agreement shall be compensated at the rates set forth at Section A of this Article. Any change by the TPAF or the PERS regarding the definition of regular or early retirement having impact upon this Article shall cause the re-negotiation of this Article or the Agreement.
- C. Employees who first meet the criteria for early retirement (age 55, 25 years of service in the Pension Fund and not less than 15 years of service in Asbury Park) in the 1995-96 school year, shall also be eligible for the Section B benefit provided they give notice by January 1, 1996.

ARTICLE VIII
SALARY SCHEDULES

A. Explanation of Agreement of 1994-1997

1. The Teacher's Salary Guides for the new Agreement shall be as set forth in Schedule A. The guide has been mutually developed.
2. A teacher who is assigned to grades K through 12 and who is required to cover a teaching period during that teacher's regularly scheduled preparation period shall be compensated at the rate of \$10.00 per period for each full period covered.
3. The Secretarial Salary Guide shall be as set forth in Schedule B. The Secretarial Salary Guide has been mutually developed. The Insurance CAP provision shall be the same as the teachers.
4. The Custodial and Maintenance Salary Guide shall be as set forth in Schedule C. The Custodial and Maintenance Salary Guide has been mutually developed. The Insurance CAP program shall be the same as the teachers.
5. The Salary Guide for the Cafeteria Staff, Attendance Officers, Security Guards, Aides, and Coaches shall be as set forth in Schedule D. The Salary Guide has been mutually developed. The Insurance CAP shall apply in the same manner as the teachers.
6. As a general provision, newly hired teachers will not be hired on the salary guide at a higher position than currently employed teachers with equal total teaching experience, provided, however, that management shall have the right to make exceptions when, in its sole judgment and discretion, it appears in the best interest of the Board to do so.

Schedule A
Teachers' Salary Guide 1994-95

<u>LEVEL</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>
1	28,500	31,015	32,905
2	29,250	31,765	33,655
3	29,650	32,165	34,055
4	30,200	32,715	34,605
5	30,631	33,146	35,036
6	31,052	33,567	35,457
7	31,660	34,175	36,065
8	32,301	34,816	36,706
9	32,702	35,217	37,107
10	33,739	36,254	38,144
11	34,000	36,515	38,405
12	36,100	38,615	40,505
13	40,200	42,715	44,605
14	44,700	47,215	49,105
MAX	47,790	50,305	52,195
MAX+L1	50,790	53,305	55,195
MAX+L2	53,790	56,305	58,195
MAX+L3	56,790	59,305	61,195
MAX+L3+30	57,090	59,605	61,495

Those teachers receiving longevity under the previous contract will continue to receive longevity in the same amount that they were receiving as of July 1, 1994. Those amounts are "grandfathered." The only new longevity additions are for the payment of \$300 as people enter their 30th year of teaching.

Schedule A
Teachers' Salary Guide 1995-96

<u>LEVEL</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>
1	28,800	31,315	33,205
2	29,600	32,115	34,005
3	30,475	32,990	34,880
4	31,000	33,515	35,405
5	31,600	34,115	36,005
6	32,314	34,829	36,719
7	32,900	35,415	37,305
8	33,700	36,215	38,105
9	34,701	37,216	39,106
10	35,345	37,860	39,750
11	36,400	38,915	40,805
12	37,000	39,515	41,405
13	40,000	42,515	44,405
14	44,500	47,015	48,905
MAX	49,300	51,815	53,705
<hr/>			
MAX+L1	52,300	54,815	56,705
MAX+L2	55,300	57,815	59,705
MAX+L3	58,300	60,815	62,705
MAX+L3+30	58,600	61,115	63,005

Those teachers receiving longevity under the previous contract will continue to receive longevity in the same amount that they were receiving as of July 1, 1994. Those amounts are "grandfathered." The only new longevity additions are for the payment of \$300 as people enter their 30th year of teaching.

Schedule A
Teachers' Salary Guide 1996-97

<u>LEVEL</u>	<u>BA</u>	<u>MA</u>	<u>MA+30</u>
1	29,000	31,515	33,405
2	29,900	32,415	34,305
3	30,800	33,315	35,205
4	31,825	34,340	36,230
5	32,700	35,215	37,105
6	33,700	36,215	38,105
7	34,601	37,116	39,006
8	35,500	38,105	39,905
9	36,600	39,115	41,005
10	37,600	40,115	42,005
11	38,475	40,990	42,880
12	39,550	42,065	43,955
13	40,500	43,015	44,905
14	43,000	45,515	47,405
15	47,500	50,015	51,905
MAX	51,000	53,515	55,405
MAX+L1	54,000	56,515	58,405
MAX+L2	57,000	59,515	61,405
MAX+L3	60,000	62,515	64,405
MAX+L3+30	60,300	62,815	64,705

Those teachers receiving longevity under the previous contract will continue to receive longevity in the same amount that they were receiving as of July 1, 1994. Those amounts are "grandfathered." The only new longevity additions are for the payment of \$300 as people enter their 30th year of teaching.

Schedule B
Secretarial Salary Guide

Grade 1

<u>LEVEL</u>	<u>1994-95</u>	<u>LEVEL</u>	<u>1995-96</u>	<u>LEVEL</u>	<u>1996-97</u>
1	18,200	1	18,271	1	18,270
2	18,900	2	19,271	2	19,270
3	19,500	3	19,971	3	20,270
4	20,000	4	20,571	4	20,970
5	20,700	5	21,071	5	21,570
6	21,200	6	21,771	6	22,170
7	21,700	7	22,271	7	22,870
8	22,200	8	22,771	8	23,370
9	22,700	9	23,271	9	23,870
10	23,700	10	23,771	10	24,370
11	24,400	11	24,771	11	24,970
12	25,400	12	25,471	12	25,970
13	26,500	13	26,471	13	26,770
14	27,300	14	27,571	14	27,770
15	28,200	15	28,696	15	28,870
16	29,800	16	29,871	16	30,068
17	32,565	17	32,571	17	32,870
MAX	35,335	MAX	36,311	18	34,870
				MAX	37,420

Schedule B
Secretarial Salary Guide
Grade 2

<u>LEVEL</u>	<u>1994-95</u>	<u>LEVEL</u>	<u>1995-96</u>	<u>LEVEL</u>	<u>1996-97</u>
1	16,500	1	16,971	1	17,370
2	17,000	2	17,571	2	17,970
3	17,500	3	18,071	3	18,570
4	18,000	4	18,571	4	19,070
5	18,500	5	19,071	5	19,570
6	19,000	6	19,571	6	20,070
7	19,500	7	20,071	7	20,570
8	20,000	8	20,571	8	21,070
9	20,500	9	21,071	9	21,570
10	21,000	10	21,571	10	22,070
11	22,000	11	22,071	11	22,570
12	23,000	12	23,071	12	23,070
13	24,537	13	24,371	13	24,170
14	25,500	14	25,971	14	25,670
15	26,500	15	27,053	15	27,296
16	27,700	16	28,471	16	28,870
17	30,500	17	31,471	17	32,570

Schedule C

Custodial-Maintenance Salary Guide

<u>LEVEL</u>	<u>1994-95</u>	<u>LEVEL</u>	<u>1995-96</u>	<u>LEVEL</u>	<u>1996-97</u>
1	16,000	1	16,000	1	16,100
2	17,000	2	16,800	2	17,000
3	17,600	3	17,800	3	17,800
4	18,200	4	18,400	4	18,800
5	18,900	5	19,000	5	19,400
6	19,400	6	19,700	6	20,000
7	19,600	7	20,400	7	20,700
8	19,800	8	20,600	8	21,500
9	20,700	9	20,800	9	21,700
10	21,600	10	21,700	10	22,000
11	22,524	11	22,600	11	22,900
12	23,652	12	23,600	12	23,800
13	23,900	13	24,801	13	24,800
14	24,400	14	25,100	14	26,001
15	25,600	15	25,900	15	26,600
16	28,600	16	27,300	16	27,500
MAX	34,600	MAX	31,300	17	29,702
MAX	37,639	MAX	36,378	18	34,500
				19	36,200
				MAX	39,159

Schedule D

Cafeteria Salary Guide

General Helper (7 hours)

<u>LEVEL</u>	<u>1994-95</u>	<u>LEVEL</u>	<u>1995-96</u>	<u>LEVEL</u>	<u>1996-97</u>
1	6,400	1	6,400	1	6,600
2	6,700	2	6,700	2	7,000
3	7,000	3	7,000	3	7,400
4	7,700	4	7,700	4	7,900
5	8,300	5	8,300	5	8,400
6	9,000	6	9,000	6	9,000
7	9,600	7	9,600	7	9,600
8	10,200	8	10,200	8	10,200
9	11,015	9	11,015	9	10,760
10	11,850	10	11,800	10	11,500
11	13,350	11	12,491	11	12,400
		12	13,800	12	13,100
				13	13,600
				MAX	14,409

Cafeteria Salary Guide

General Helper (4 hours)

<u>LEVEL</u>	<u>1994-95</u>	<u>LEVEL</u>	<u>1995-96</u>	<u>LEVEL</u>	<u>1996-97</u>
1	3,626	1	3,650	1	3,700
2	3,770	2	3,820	2	3,900
3	3,850	3	4,000	3	4,100
4	4,000	4	4,210	4	4,300
5	4,310	5	4,400	5	4,500
6	4,835	6	4,610	6	4,700
7	5,566	7	5,135	7	4,925
8	5,972	8	5,500	8	5,450
9	6,384	9	6,200	9	5,800
10	6,700	10	6,722	10	6,700
11	7,729	11	7,011	11	7,000
		12	8,040	12	7,326
				13	7,450
				14	8,355

Schedule D

Cafeteria Salary Guide

Truck Driver

<u>LEVEL</u>	<u>1994-95</u>	<u>LEVEL</u>	<u>1995-96</u>	<u>LEVEL</u>	<u>1996-97</u>
1	13,700	1	14,300	1	14,750
2	14,800	2	15,500	2	15,750
3	15,978	3	16,760	3	16,500
				4	17,564

Cook-Baker

<u>LEVEL</u>	<u>1994-95</u>	<u>LEVEL</u>	<u>1995-96</u>	<u>LEVEL</u>	<u>1996-97</u>
1	16,800	1	17,000	1	17,250
2	18,000	2	18,300	2	18,600
3	19,200	3	19,500	3	19,900
4	20,600	4	20,900	4	20,400
5	22,500	5	22,800	5	23,200
6	24,500	6	25,000	6	25,500
7	26,477	7	27,774	7	27,500
				8	29,107

Assistant Cook-Baker

<u>LEVEL</u>	<u>1994-95</u>	<u>LEVEL</u>	<u>1995-96</u>	<u>LEVEL</u>	<u>1996-97</u>
1	10,400	1	10,600	1	10,800
2	11,100	2	11,300	2	11,500
3	11,900	3	12,200	3	12,600
4	12,374	4	12,980	4	13,603

Schedule D

Aides' Salary Guide

<u>LEVEL</u>	<u>1994-95</u>	<u>LEVEL</u>	<u>1995-96</u>	<u>LEVEL</u>	<u>1996-97</u>
1	17,013	1	17,859	1	18,729
2	17,413	2	18,259	2	19,128
3	17,813	3	18,660	3	19,529

Level 2: \$20 per credit to a maximum of \$400

Level 3: AA Degree to 60 credits

Security Guards' Salary Guide

<u>LEVEL</u>	<u>1994-95</u>	<u>LEVEL</u>	<u>1995-96</u>	<u>LEVEL</u>	<u>1996-97</u>
1	19,300	1	19,500	1	19,700
2	20,300	2	20,700	2	21,000
3	21,300	3	21,900	3	22,400
4	22,300	4	23,100	4	23,800
5	24,812	5	26,027	5	27,276

Attendance Officers' Salary Guide

<u>LEVEL</u>	<u>1994-95</u>	<u>LEVEL</u>	<u>1995-96</u>	<u>LEVEL</u>	<u>1996-97</u>
1	23,000	1	23,500	1	24,000
2	24,500	2	24,800	2	25,500
3	26,000	3	26,500	3	27,000
4	29,000	4	29,500	4	30,000
5	32,328	5	33,912	5	35,539

Behavior Management Technicians' Salary Guide

<u>LEVEL</u>	<u>1994-95</u>	<u>LEVEL</u>	<u>1995-96</u>	<u>LEVEL</u>	<u>1996-97</u>
1	19,600	1	19,600	1	19,800
2	20,845	2	20,800	2	21,000
3	22,800	3	21,945	3	22,200
4	25,325	4	24,000	4	23,450
5	27,325	5	28,100	5	25,500
				6	29,220

Schedule D

Athletic Coaches' Honoraria Guide 1994-95

HEAD COACHES

<u>Football</u>		<u>Basketball</u>		<u>Track/Baseball</u>		<u>Cross Cty/Soccer</u>	
<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>
1	2,883	1	2,308	1	2,171	1	2,061
2	3,184	2	2,937	2	2,581	2	2,362
3	3,793	3	3,594	3	3,238	3	2,992
4	4,382	4	4,145	4	3,956	4	3,495
				4+	5,497	4+	5,057
				4+	5,754		
5	6,397	5	5,677	5	5,997	5	5,630

<u>Tennis</u>		<u>Bowling</u>		<u>Equip. Custod.</u>		<u>Weight Trainer</u>	
<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>
1	1,705	1	1,596	1	1,692	1	1,200
2	2,007	2	1,870	2	2,102	2	2,500
3	2,636	3	2,527	3	2,732	3	3,500
4	3,051	4	2,993	4	3,875	4	4,105
		4+	4,212	4+	4,049		
5	5,365						

ASSISTANT COACHES

<u>Football</u>		<u>Track/Baseball/ Basketball</u>		<u>Soccer/ Cross Country</u>		<u>Athletic Trainer</u>	
<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>
1	2,171	1	1,952	1	1,705	1	5,500
2	2,472	2	2,362	2	2,007	2	6,600
3	3,102	3	2,992	3	2,636	3	7,100
4	3,605	4	3,495	4	3,110	4	7,800
4+	3,807	4+	3,652	4+	3,250	**4+	10,200
4+	4,079	4+	3,955				
4+	4,716	4+	4,227				
		4+	4,959				
		4+	5,057				
		4+	5,214				
		4+	5,501				
5	6,188	5	5,788	5	5,421		

1. Head coach, after 3 years, shall make \$200 more than assistant. No increase over \$500 in any one year.
2. Any coach having two teams shall be compensated plus 30% of current salary rate of second team.
3. Any coach (excluding the athletic trainer) exceeding Step 4 shall receive an additional 4.5% in 1994-95.
4. Athletic coaches who drive a van or bus in order to take students to contests shall be paid \$25 in each instance. This arrangement is made in order to save the cost of a bus driver to the Board and can be eliminated if cost savings do not result.

** Valid for M.L. only

Adopted: December 18, 1995

Schedule D

Athletic Coaches' Honorary Guide 1995-96

HEAD COACHES

<u>Football</u>		<u>Basketball</u>		<u>Track/Baseball</u>		<u>Cross Cty/Soccer</u>	
<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>
1	2,883	1	2,308	1	2,171	1	2,061
2	3,184	2	2,937	2	2,581	2	2,362
3	3,793	3	3,594	3	3,238	3	2,992
4	4,382	4	4,145	4	3,956	4	3,495
				4+	4,134	4+	5,265
				4+	5,744		
				4+	6,013		
5	6,685	5	5,932	5	6,267	5	5,883

<u>Tennis</u>		<u>Bowling*</u>		<u>Equip. Custod.</u>		<u>Weight Trainer</u>	
<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>
1	1,705	1	1,596	1	1,692	1	1,200
2	2,007	2	1,870	2	2,102	2	2,500
3	2,636	3	2,527	3	2,732	3	3,500
4	3,051	4	2,993	4	3,875	4	4,105
				4+	4,231		
5	5,606						

ASSISTANT COACHES

<u>Football</u>		<u>Track/Baseball/ Basketball</u>		<u>Soccer/ Cross Country</u>		<u>Athletic Trainer</u>	
<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>	<u>Step</u>	<u>Amount</u>
1	2,171	1	1,952	1	1,705	1	5,500
2	2,472	2	2,362	2	2,007	2	6,600
3	3,102	3	2,992	3	2,636	3	7,100
4	3,605	4	3,495	4	3,110	4	7,600
4+	3,978	4+	3,816	4+	3,396	**4+	10,400
4+	4,079	4+	4,133				
4+	4,263	4+	4,417				
4+	4,928	4+	5,182				
		4+	5,285				
		4+	5,449				
		4+	5,749				
5	6,466	5	6,048	5	5,665		

1. Head coach, after 3 years, shall make \$200 more than assistant. No increase over \$500 in any one year.
2. Any coach having two teams shall be compensated plus 30% of current salary rate of second team.
3. Any coach (excluding the athletic trainer) exceeding Step 4 shall receive an additional 4.5% in 1995-96.
4. Athletic coaches who drive a van or bus in order to take students to contests shall be paid \$25 in each instance. This arrangement is made in order to save the cost of a bus driver to the Board and can be eliminated if cost savings do not result.

* Program discontinued
 ** Valid for M.L. only

Adopted: December 18, 1995

Schedule D

Athletic Coaches' Honoraria Guide 1996-97

HEAD COACHES

<u>Football</u>		<u>Basketball</u>		<u>Track/Baaeball</u>		<u>Cross Cty/Soccer</u>	
Step	Amount	Step	Amount	Step	Amount	Step	Amount
1	2,883	1	2,308	1	2,171	1	2,061
2	3,184	2	2,937	2	2,581	2	2,362
3	3,793	3	3,594	3	3,238	3	2,992
4	4,382	4	4,145	4	3,956	4	3,495
				4+	4,341	4+	5,549
				4+	6,031		
				4+	6,314		
5	7,019	5	6,229	5	6,580	5	6,177

<u>Tennis</u>		<u>Bowling*</u>		<u>Equip. Custod.</u>		<u>Weight Trainer</u>	
Step	Amount	Step	Amount	Step	Amount	Step	Amount
1	1,705	1	1,596	1	1,692	1	1,200
2	2,007	2	1,870	2	2,102	2	2,500
3	2,636	3	2,527	3	2,732	3	3,500
4	3,051	4	2,993	4	3,875	4	4,105
				4+	4,443		
5	5,886						

ASSISTANT COACHES

<u>Football</u>		<u>Track/Baaeball/ Basketball</u>		<u>Soccer/ Cross Country</u>		<u>Athletic Trainer</u>	
Step	Amount	Step	Amount	Step	Amount	Step	Amount
1	2,171	1	1,952	1	1,705	1	5,500
2	2,472	2	2,362	2	2,007	2	6,600
3	3,102	3	2,992	3	2,636	3	7,100
4	3,605	4	3,495	4	3,110	4	7,600
4+	4,177	4+	4,007	4+	3,566	**4+	10,600
4+	4,283	4+	4,340				
4+	4,476	4+	4,638				
4+	5,174	4+	5,441				
		4+	5,549				
		4+	5,721				
		4+	6,036				
5	6,789	5	6,350	5	5,948		

1. Head coach, after 3 years, shall make \$200 more than assistant. No increase over \$500 in any one year.
2. Any coach having two teams shall be compensated plus 30% of current salary rate of second team.
3. Any coach (excluding the athletic trainer) exceeding Step 4 shall receive an additional 5% in 1996-97.
4. Athletic coaches who drive a van or bus in order to take students to contests shall be paid \$25 in each instance. This arrangement is made in order to save the cost of a bus driver to the Board and can be eliminated if cost savings do not result.

* Program discontinued

** Valid for M.L. only

Adopted: December 18, 1995

ARTICLE IX
TEACHERS' WORKING HOURS AND LOAD

A. Instructional Assignments (Elementary School Teachers)

1. **Effective September 1, 1995, instructional time for elementary school teachers shall be increased by twenty minutes per day over the 1994-95 school year levels. Ten minutes shall be drawn from duty time before the start of the current pupil day and ten minutes from the duty time after the end of the current pupil day. This shall not result in a longer work day.**

B. Instructional Assignments (Secondary Teachers)

1. **The normal instructional load for Secondary Teachers shall be fixed, in accordance with practice, at twenty-five (25) periods per week.**
2. **Secondary Science Teachers assigned to instructional loads in excess of twenty-five (25) periods per week shall be compensated at the rate of \$743.00 per annum for each instructional period in excess of twenty-five (25) periods per week.**
3. **Secondary teachers other than Science Teachers may also be assigned to more than twenty-five (25) instructional periods per week and shall be compensated in the same manner as established in paragraph 2, above, provided that the following limitations and procedures are observed;**
 - a. **The assignment of extra instructional periods shall not be utilized for purposes of avoiding the hiring of additional full-time teaching staff members and shall, therefore, only be utilized in "overage" situations. For purposes of this Agreement, "overage" situations shall be defined as those situations in which the number of additional instructional periods in the department are not sufficient to require the services of a full-time teacher; that is, the number of additional instructional periods available in the department does not exceed twenty-four (24) periods.**

-
- b. All assignments of additional instructional periods in "overage" situations shall be made in the first instance, on a voluntary basis. Opportunities for voluntary "overage" assignments shall be offered to the members of the affected department.
 - c. Only in the event that "overage" assignments cannot be filled on a voluntary basis shall management have the right to make such "overage" assignments on an involuntary basis. Involuntary "overage" assignments shall be made on a rotating and equitable basis.

C. Faculty, Departmental, and/or Grade Level Meetings

1. Effective September 1, 1995, all teaching staff members may be required to attend up to nine (9) faculty, departmental, and/or grade level meetings per year. Teaching staff members shall be provided at least one (1) week's notice of a meeting, except in case of an emergency.
2. Effective April 27, 1995, all teaching staff members may be required to attend up to three (3) faculty, departmental, and/or grade level meetings for the balance of the 1994-95 school year. Such meetings shall not extend for more than one (1) hour beyond the end of the teachers' regular workday. Notice shall be provided in the same manner as set forth under Section 1 above.

D. Parent-Teacher Conferences

1. Effective with the commencement of the 1995-96 school year, elementary school and middle school teachers may be required to attend up to two (2) evening parent conference sessions per year, lasting a maximum of two (2) hours per session, with one (1) to be scheduled during the Fall and one (1) to be scheduled during the Spring. On days when evening parent conferences are scheduled, schools shall be scheduled pursuant to an in-service day schedule and teachers shall be dismissed early with the students.
2. The high school administration and high school teaching staff shall form a joint committee to study ways of improving parent communications at the high school for implementation in the 1996-97 school year.

E. Work Year

1. Effective September 1, 1995, the Board of Education may add up to one (1) additional day to the school year to be scheduled for staff development activities, such day to be scheduled at any time between Labor Day and the end of the school year at the sole discretion of the Board.

ARTICLE X
GRADUATE CREDITS/SALARY ADJUSTMENT

- A. The Board Secretary will submit to the Asbury Park Education Association a list of all employees represented by the Asbury Park Education Association and their contract salaries prior to September 1st of each school year.
- B. Any adjustment to any salary after September 1st shall be reported to the Asbury Park Education Association along with a reason for such adjustment.
- C. Increments of twenty dollars (\$20.00) for each semester-hour of graduate level course work taken beyond the Bachelor's or Master's degree will be added to base salary provided that the courses are taken in the teacher's field of certification or in a field of professional certification represented by the Asbury Park Education Association under the current negotiated agreement. Courses taken by classroom teachers in fields other than those for which they are certified must be non-instructional areas. Graduate courses taken by teachers in the fields of guidance and pupil personnel services, for example, qualify under the agreement. Courses in Administration and Supervision do not. All courses should have prior approval of the Superintendent of Schools. In the event the teacher shall fail to obtain the prior approval of the Superintendent of Schools, but in the exercise of his sole discretion it shall appear that the course is one which he might have granted prior approval, he may then grant subsequent approval of the said course, but no rights shall accrue until the time actual approval is granted. The maximum limit of allowances for increments for such courses is four hundred dollars (\$400.00).

ARTICLE XI
INSURANCE PROTECTION

- A. 1. The Board of Education agrees to provide the payment of premiums to maintain the current medical, dental, and prescription benefits for the life of the Agreement. The Board, however, shall not be required to pay premium rates in excess of those rates in effect on April 30, 1997. Provided, however, if there are any rate increases between May 1 and June 30, the Board will absorb these increases, but only until June 30, 1997.
- a. Effective July 1, 1995, co-payment for prescriptions shall be increased from \$2.00 to \$5.00.
 - b. Effective July 1, 1995, employees shall be enrolled in the GRINSPEC Dental Insurance Program with benefits provided in accordance with the carrier's initial CAP presentation to the parties.
2. The Health Benefits Plan Insurance CAP Program shall be suspended for the duration of this Agreement. However, the suspension will terminate at midnight on June 29, 1997, and the CAP Program will be reinstated as of June 30, 1997, at the rates in effect on April 30, 1997.
- B. Eligible employees are defined as those permanent, full-time employees who are not presently receiving similar family health benefits coverage under any plan as a result of the employment of a spouse or other member of the employee's family. It is expressly intended that the Board of Education will not pay the premiums for similar family coverage for any employee presently receiving or presently eligible to receive similar family insurance coverage under any conditions of employment of a spouse or other member of the employee's family. Individuals who are presently eligible to receive these benefits from the Asbury Park Board of Education shall become ineligible at such time in the future when they become eligible to receive family insurance coverage through the employment of a spouse or other member of their family.

ARTICLE XII
DEDUCTIONS FROM SALARY

A. Dues Deductions

The Board agrees to deduct from the salaries of its teachers dues for the Asbury Park Education Association, the Monmouth County Education Association, the New Jersey Education Association, the National Education Association, or any one or any combination of such associations as said teachers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9) under rules established by the State Department of Education. Said monies, together with records of any collections, shall be transmitted to the Treasurer of the Asbury Park Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association Treasurer shall disburse such monies to the appropriate association or associations.

B. Savings Deductions

In accordance with N.J.S.A. 40:11-26, the Board of Education authorizes and directs the Secretary of the Board to transmit to the Treasurer of the Mon-Oc Public Employees Federal Credit Union the fixed monthly deductions withheld from employees enrolled in the savings plan. Deductions are to be transmitted to the Treasurer of Mon-Oc Public Employees Federal Credit Union on a semi-monthly basis. Each employee shall indicate in writing fixed deductions made from his compensation for payment to said credit union. Any such written authorization may be withdrawn upon filing of written notice of said withdrawal with the Secretary of the Board; however, the amount to be deducted shall remain fixed during the duration of the fiscal year or school year and shall not be subject to change with the exception of the aforementioned withdrawal. This action shall become effective for the beginning of the school year immediately following the adoption of the resolution.

C. Savings Deduction (Tax Sheltered Annuity)

1. That the Secretary of the Board of Education of the City of Asbury Park be authorized and directed to take such actions as are reasonable and necessary to effect the purchase of such annuities under group annuity contract or contracts issued by any insurance company authorized to sell tax sheltered annuities in the State of New Jersey and to approve, on behalf of the Board of Education, employees' agreement with the school district for reduction in contract salary, the amount of such reductions with respect to each employee to be remitted to any insurance company authorized to sell tax sheltered annuities in the State of New Jersey for the purpose of effecting such annuities.

The Lincoln National Life Insurance Company, Wayne, Indiana, is the disbursing agent for the Tax Sheltered Annuity Program in the Asbury Park School System.

2. Employees may enroll January 1st with a cut-off date of December 15th.
3. Employees may enroll September 1st with a cut-off date of August 15th.
4. Deductions are to be made bi-monthly January through June and September through December. No deductions will be made during the months of July and August.

D. Representation Fee

1. If any employee 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 employees' per capita cost of services rendered by the Association as majority representative.

-
2. Prior to the beginning of each membership year the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed 85% of the regular membership dues, fees, and assessments charged by the Union to its own members.
 3. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible for the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question.
 4. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.
 5. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.
 6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5 (c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.
 7. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of, any action taken or not taken by the Board for the purpose of complying with any of the provisions of this article. The Association shall intervene in, and defend, any administrative or court litigation concerning this provision. In any such litigation, the Board shall have no obligation to defend actions arising under this article, but, once compelled to do so, the Association shall reimburse the Board for all reasonable costs incurred in defending or participating in such litigation.

ARTICLE XIII
OVERTIME AND HOLIDAYS

- A. Any extra duties for which overtime pay is provided for custodial and maintenance personnel and which, because of the nature of the duty, can be carried out by any employee regardless of skill (i.e., custodial service at school functions) shall be distributed in order of rotation to all the employees in each individual school. If such duty is declined by an individual, the next individual in rotation shall be offered such duty. Any new personnel in an individual building will be placed at the bottom of the existing list.
- B. The work week for custodial and maintenance shall consist of forty (40) hours and five (5) days, Monday through Friday.
1. Call-in time for custodial and maintenance shall be established at the level of not less than a minimum of one (1) hour for call in.
 2. Custodial and maintenance employees who are called back to work on an emergency overtime basis before the start of the regular work day for purposes of snow removal may, at the sole discretion of the Supervisor, be released from work at noon or at any time thereafter provided that all necessary work has been completed and, further provided that they remain available for emergency recall duty in the event of further snow. Employees released from work under such circumstances shall suffer no loss in pay and no reduction in overtime pay earned.
- C. Overtime pay shall be paid at the time and one-half (1½) the employee's regular pay.
1. Any custodians employed on the night shift shall be paid a differential of an additional \$5.00 per day they are so employed.
 2. Secretarial and cafeteria staff employees shall be paid overtime pay at the rate of time and one-half (1½) the regular rate of pay for all hours worked in excess of eight (8) hours in a single day provided that the employee shall have worked a minimum of thirty-five (35) hours in the week during which the overtime hours occurred.

D. Holidays--Custodial and Maintenance Personnel

Holidays will be allowed with full pay for all custodial and maintenance personnel as follows:

1. Independence Day, July 4 (total one [1] day)
2. Labor Day (total one [1] day)
3. Columbus Day (total one [1] day)
4. Veterans Day (total one [1] day)
By the first day of school in September, the date on which the Veterans Day holiday shall be observed shall be fixed.
5. Thanksgiving: Thanksgiving Day and the following Friday (total two [2] days)
6. Christmas Eve: Whenever Christmas Eve shall fall on a regular workday, one (1) full day's leave on that day will be granted
7. Christmas Day (total one [1] day)
8. New Year's Eve and New Year's Day (total two [2] days, provided that these days fall on regular working days)
9. Martin Luther King's Birthday (total one [1] day)
10. Washington's Birthday (total one [1] day, provided that school is not in session)
11. Easter: Good Friday and Easter Monday (total two [2] days)
12. Memorial Day (total one [1] day)

E. Vacation Policy and Procedures

The following procedures govern the application of vacation benefits for twelve-month secretarial and custodial/maintenance staff members.

1. All vacation earned will be credited to the employees' records on July 1 of each year. Employees having completed less than one (1) year of employment prior to July 1 will be credited with earned vacation at the rate of .42 days per month (rounded off to the nearest one-half [$\frac{1}{2}$] day).
2. Employees shall receive graduated vacation benefits as follows:
 - a. After one (1) year of employment, one (1) week or five (5) working days shall be granted.
 - b. After two (2) years of employment, two (2) weeks or ten (10) working days shall be granted.
 - c. After ten (10) years of employment, three (3) weeks or fifteen (15) working days shall be granted.
 - d. After fifteen (15) years of employment, four (4) weeks or twenty (20) working days shall be granted.
 - e. For purposes of calculating increased vacation benefits listed above, twelve-month employees hired between July and December 31 shall be given credit for a full year of employment on the following July 1. Twelve month employees hired between January 1 and June 30 shall not receive credit for the partial year except as outlined in E.1. above.
3. All vacation must be taken in the fiscal year subsequent to that in which it was earned unless specific approval to defer vacation time is received from the Superintendent of Schools. In no case may an employee carry more than ten (10) days of vacation from one year to the next. Failure to gain the written approval of the Superintendent of Schools to carry up to ten (10) days of vacation forward shall mean that the vacation time is lost.

-
4. Upon approval from the Superintendent of Schools, employees may take vacation earned in the first of the year (July 1 - December 31) during the second half of the same year.

All employees covered by this Article shall notify the Superintendent of Schools of requested vacation dates one month in advance. If too many employees working in the same school building apply for vacation during the same weeks so as to impede the operation of the school, the Superintendent of Schools may grant the applied-for vacation week to the employee who is senior in years of service and require the other or others to apply during different weeks.

- F. The semi-skilled differential for custodial/maintenance personnel shall be granted upon completion of the ninety (90) day probationary period provided the Building and Grounds Supervisor so recommends. This differential shall be \$1,000.00.

G. Custodial Working Conditions

Any job, not requiring a special skill, in which overtime pay is a factor, will be distributed in order from a list of all the employees in this division. Any new personnel are to be placed at the bottom of the list.

- H. In the event that the Board of Education directs an employee to acquire improved skills in a particular area, the Board shall pay for the employee to take the required course.

ARTICLE XIV
SECRETARIAL SUMMER HOURS

For the duration of this Agreement, past practice with respect to the secretarial summer hours shall be continued by the Board.

ARTICLE XV
CUSTODIAL AND MAINTENANCE EMPLOYEES
UNIFORMS AND EQUIPMENT

- A. The Board shall continue to provide custodial and maintenance staff with uniforms in accordance with past practice.

- B. Effective July 1, 1995, the Board shall provide custodial and maintenance employees with one (1) pair of safety shoes per year for each employee. The Board shall have the right to require that custodial and maintenance employees wear safety shoes while on duty.

ARTICLE XVI
MISCELLANEOUS

This Agreement shall constitute a Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

If any provision of the 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.

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

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

Whenever any notice is required to be given by either of the parties to this Agreement to each other, pursuant to the provision(s) of the Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association to Board at:
Dora Mylchreest, Secretary
Asbury Park Board of Education
Administrative Offices
1506 Park Avenue
Asbury Park, NJ 07712

2. If by Board to Association at:

Steve Bott, President
Asbury Park Education Association
1200 Bangs Avenue
Asbury Park, NJ 07712

Copies of the Agreement shall be printed and the expense of same shall be shared equally between the parties.

Throughout the term of this Agreement and the salary years covered thereby, discussions between the administration and the teaching staff will take place on the items of mutual interest at reasonable times. Agreement arrived at during the pendance of the Agreement and approved by the Board may be added hereto by supplement.

ARTICLE XVII
AGREEMENTS IN EFFECT

All other agreements and policies, whether filed with the Public Employment Relations Commission or not, shall continue in effect, except where inconsistent herewith.

ARTICLE XVIII
MODIFICATION OF AGREEMENT

Any modification to this Agreement that may be reached by the parties during the term of this Agreement, shall be reduced to writing and signed by the parties.

ARTICLE XIX
SIGNATURES

This Agreement shall become effective July 1, 1994 through June 30, 1997.

IN WITNESS THEREOF, the parties hereto have set their hand and seals to this Agreement.

ASBURY PARK BOARD OF
EDUCATION

By: *John Moore*
President
JAN. 4, 1996
Date

ASBURY PARK EDUCATION
ASSOCIATION

By: *Steven A. Bott*
President
Jan 3, 1996
Date

ATTEST:

Don E. Mycherson
Secretary
JAN 4, 1996
Date

ATTEST:

Steven A. Bott
Secretary
Jan 3, 1996
Date
