

BOARD OF EDUCATION OF THE  
VOCATIONAL SCHOOLS IN THE  
COUNTY OF MONMOUTH  
AND  
MONMOUTH COUNTY VOCATIONAL  
EDUCATION ASSOCIATION

AGREEMENT

JULY 1, 2008 - JUNE 30, 2011

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PREAMBLE

This Agreement entered into the first day of July, 2008 by and between the Board of Education of the Vocational Schools in the County of Monmouth, New Jersey, hereinafter called the "Board", and the Monmouth County Vocational Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

1. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for contracted certificated classroom teachers and full-time 10 month school secretaries, and teacher aides under contract with the Board, but excluding:

All administrators employed under an administrative certificate  
All other full-time personnel  
All part-time personnel without a yearly individual contract  
(excluding part-time positions specifically referenced  
in this agreement)

2. Unless otherwise indicated, the term "teachers", when used hereinafter in this Agreement, shall refer to all contracted certificated employees represented by the Association in the negotiating unit as above defined, secretaries shall be referred to as all full-time, ten-month secretaries, and teacher aides shall be referred to as teacher aides.

ARTICLE II

NEGOTIATION PROCEDURE

1. Parties agree to enter into collective negotiations pursuant to Chapter 303, Public Law of 1968, in a good faith offer to reach agreement on matters concerning the terms and conditions of employment for all employees for whom the Association is authorized to negotiate. Such negotiations shall begin no later than December 1st of the last year of the contract. The proposal of the Association shall be submitted to the Board before the first of December of that same year, and shall clearly propose changes in the current agreement and any new proposals. Items not included in the original demands which affect the budget shall not be negotiated until after a contract is tentatively agreed upon. Any contract so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing and shall be signed by the Board and the Association.

2. Either party may request in writing an initial meeting during December for the purpose of conducting negotiations and establishing dates for future sessions. A request for a meeting when made by either shall contain a list of items to be included for discussion at the initial session. No more than one (1) meeting shall be held in any week and no meeting shall be continued for more than three (3) hours, except by mutual consent of both sides. Meetings shall be held at a place mutually agreeable.

3. Board covenants that it will finalize the annual budget in accordance with New Jersey Administrative Code.

4. Either party shall have the right to have its attorney and/or designated representative present at a negotiation session.

5. Counter proposals submitted by either side shall be in writing, with a copy or copies left in the hands of the other side. This provision may be waived by mutual consent.

6. Items agreed upon at a negotiation session shall be signed by each party as a tentative agreement pending an affirmative vote by the Association membership and the Board of Education.

### ARTICLE III

#### ASSOCIATION RIGHTS AND PRIVILEGES

1. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in any meetings to discuss business between the Board and the Association no loss of pay shall be suffered by the employee. Whenever a meeting is mandated by a mediator, arbitrator, judge, PERC or other authority with such a power, with such a meeting resulting from any action initiated by the Association, the Board shall not reimburse employees for loss of pay unless the employees are being called as witnesses for the Board or payment is mandated by the ordering agency.

2. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, with the approval of the Superintendent or designee, provided that this shall not interfere with or interrupt normal school operations.

3. The Association and its representatives may request permission to use school buildings at all reasonable hours for meetings. The request must be made to the Principal of the building in question in writing at least 48 hours in advance of the time and place of all such meetings. The selection of the place for the meeting shall rest with the Principal and any cost resulting from the use of the school facilities shall be borne by the Association providing the cost is clearly stated on the notice of approval from the Principal.

4. The Association shall have in each building the use of a bulletin board in the faculty lounge.

5. The Association shall have the right to use the school mailboxes, including electronic, for a reasonable amount of material dealing with the proper and legitimate business of the Association.

6. The Association President, Vice President, Treasurer and Grievance Chair will be permitted to arrange their professional preparation time outside the approved workday in order to conduct Association business under the following guidelines:

a. No more than four hours per month collectively may be scheduled.

b. To avoid any conflict to the professional schedule, prior approval shall be obtained from the immediate supervisor.

c. No Association business is to be conducted during teaching student contact hours.

d. The Association president will request in writing 48 hours prior to the schedule change with date, time, and location. Emergency requests may be confirmed by telephone.

#### ARTICLE IV

##### GRIEVANCE PROCEDURE

###### DEFINITION

A grievance shall be defined as a complaint by an employee that there has been as to that employee: (1) a violation of a specific section of this agreement, (2) that they have been treated unfairly by reason of an act or condition which is contrary to established Board policy or practice governing or affecting employees or (3) by an administrative decision affecting the employee which is inconsistent with established Board policy or provisions of this agreement. An "aggrieved person" shall mean a person or persons having the same grievance.

###### GROUP GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

###### PROCEDURES

In order for a grievance to be considered under this procedure initial processing must be initiated within thirty (30) calendar days of the occurrence within the knowledge of the aggrieved of the matter to be grieved.

1. An employee with a grievance may first discuss it with their immediate superior in an attempt to resolve the matter informally at that level.

The employee may elect to have a second meeting with their immediate supervisor in the presence of the employee's Association representative.

If these informal discussions do not resolve the matter, the employee shall present the complaint, in writing, within thirty (30) calendar days to their immediate supervisor, and this complaint shall make known the full details of the grievance. The complaint shall specify:

- a. the nature of the grievance,
- b. the nature and extent of any injury, loss or inconvenience,
- c. the results of previous, informal discussions,

d. the dissatisfaction with decisions previously rendered. The immediate supervisor shall inform the employee of the decision, in writing, within thirty (30) calendar days of receipt of the written grievance.

2. If the complaint has not been settled satisfactorily by the employee's immediate supervisor, the employee may request that the complaint be referred to the Superintendent of Schools. This request shall be made in writing not more than thirty (30) calendar days following the decision in Step 1. The Superintendent shall communicate a decision in writing within thirty (30) calendar days after receipt of the grievance.

3. If the complaint is not settled at the Superintendent level, the aggrieved employee may within thirty (30) calendar days file a request in writing for a review by the Board, and said request for review shall be submitted in writing through the Superintendent, who shall attach all related papers, decisions and summaries to said request and forward all documents. The Board shall review the grievance and may, at its option, conduct a hearing in connection with said grievance. Within thirty (30) calendar days from the date of said hearing, or within forty-five (45) calendar days from the receipt by the Board of the request for review of said grievance, the Board shall prepare and render to the aggrieved employee its decision, in writing, with respect to said grievance.

4. Grievances arising under the express terms of this contract will proceed to Binding Arbitration. The Association may submit a formal demand for arbitration pursuant to the rules and regulations of PERC. The only grievance which may proceed to Binding Arbitration based upon an allegation that there has been a violation of the express written terms of the locally negotiated Agreement.

Grievances which concern the interpretation, application, or alleged violations of policies and administrative decisions shall not be subject to arbitration.

A request for such arbitration shall be made no later than thirty (30) calendar days following the determination of the Board. Failure to file within the time limit shall constitute a bar to arbitration unless the parties have extended the time by mutual agreement in writing.

A copy of the Arbitrator's decision shall be simultaneously furnished to the Association and the Board. The Arbitrator shall limit himself to the issue submitted and shall consider nothing else. The Arbitrator can add nothing to, nor subtract anything from this Agreement between the parties or any policy of the Board. The recommendation of the Arbitrator shall be binding on the parties.

5. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration.

## ARTICLE V

### EMPLOYEE RIGHTS

1. Whenever any employee is required to appear before the Superintendent, Board, or any committee or employee thereof concerning any matter which could

adversely affect the continuation of that employee in their office, position or employment, or the salary or any increments pertaining thereto, then the employee shall

a. Be informed of the purpose of the meeting a reasonable time before the meeting commences;

b. Be entitled to representation if the employee so chooses to have representation; the employee shall inform the administration as to the name and affiliation of the representative.

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

#### ARTICLE VI

##### ASSIGNMENT, TRANSFER, AND PROMOTION

1. Insofar as possible, all employees shall be informed of their class, subject, and/or building assignment for the forthcoming year no later than the end of the school year.

2. The parties recognize that transfers and/or changes in assignments between schools may be necessary after the close of the school year. While the right of determination to assign or transfer an employee is vested in the Board, the Board will not assign or transfer an employee without prior discussion between the Superintendent or designee and the employee. If such employee is not readily available, notification by registered mail of such reassignment or transfer shall be made.

3. The Superintendent shall post all known vacancies in all school buildings ten days prior to the application deadline. The building principal will post extra curricular/stipend positions ten days prior to the application deadline. Additionally, summer vacancies will be mailed to the Association president, corresponding secretary and newsletter editor. The Association shall provide the names and addresses of those individuals prior to the closing day of school in June.

4. An employee may apply for any position at any time. Such application shall be in writing, addressed to the Superintendent of Schools. Applications will be considered should a vacancy occur either during the school year or during the summer. This application should be renewed annually. When openings occur employees with applications on file shall be notified of their consideration for the position.

#### ARTICLE VII

##### EVALUATION PROCEDURES - CERTIFICATED PERSONNEL

1. Supervisors shall conduct at least one (1) Teacher Evaluation and Conference with each of their full-time tenured teachers and at least three (3) Evaluations and Conferences with each of their full-time non-tenured teachers during the school year. The term "evaluation" shall be construed to mean a written evaluation prepared by the supervisor who visits the classroom for the purpose of observing a teaching staff member's performance of the instructional process.

2. The following months shall be designated for conducting the minimum Teacher Evaluations and Conferences:

- a. Non-tenured teachers -
  - Sept., Oct., Nov. - first Observation and Evaluation
  - Nov., Dec., Jan. - second Observation and Evaluation
  - Jan., Feb., Mar. - third Observation and Evaluation
  - Mar., Apr. - Annual Summary Conference and PIP
- b. Tenured teachers -
  - Sept. through Mar. -One Observation and Evaluation
  - Apr. through May - Annual Summary Conference and PIP

3. The teacher and supervisor will conference within ten (10) working days after the observation. The teacher and supervisor will review and sign the written observation report during the post conference and retain a copy for their files. The teacher may append comments to the written evaluation during the post conference or up to ten (10) days thereafter, but not to extend beyond June 30<sup>th</sup>.

4. In addition to the Teacher Evaluation Conferences described above, a written evaluation shall be provided for each teacher regarding such teacher's total performance as an employee of the Board.

5. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.

6. No teacher shall be required to sign a blank or incomplete evaluation form.

7. A teacher shall have the right, upon request, to review the contents of their official file and to receive a copy of any document contained therein.

8. The Administration has the right to observe and evaluate all personnel as many times as necessary to improve teacher performance.

9. No material derogatory to a teacher's conduct, service, character or personality shall be placed in their personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that they have had the opportunity to review said material by affixing their signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and their answer shall be reviewed by the Superintendent or designee and attached to the file copy.

#### ARTICLE VIII

(Pertains to certificated personnel only)

#### SALARIES

1. Salaries shall be set in conformity with the approved negotiated ten (10) month salary guide. (see Appendix A: 2008-09; Appendix B: 2009-10; Appendix C: 2010-11) The salary of twelve (12) month employees will be computed by adding 20% to the appropriate step and level on the ten (10) month guide.



2. All credits must be earned as part of a matriculated program leading to a bachelor's degree in the field of education or be earned for courses having significance for the individual's development in their particular teaching specialty.

3. When a teacher qualifies for a higher level on the guide, they will be granted the additional money at the start of the following month after official action has been taken by the Board.

4. The work year for each teacher shall be: 187 days. 180 - 182 days shall be for instruction with students to be determined by the Board of Education. Twelve (12) month teachers will work twenty percent (20%) more days than ten (10) month teachers. The regular work day shall be seven (7) hours from "sign-in" to "sign-out" except that four days designated by the Board on which there is not instruction with students shall be five (5) hours from "sign-in" to "sign-out". Actual times will be determined by the Board. Teachers will make themselves available for students needing extra help or make-up as the need arises. Teachers will post a student "sign-up" sheet in their classrooms designating the day(s) during the week they will be available for extra help or make-up. A record of student extra help or make-up will be maintained by the teacher.

5. Cost of Living: The Board agrees to re-open salary negotiations for the 2008-09, 2009-10 and/or 2010-11 school years if the Consumer Price Index\* for the New York/Northeast New Jersey area as of April 1, 2008, April 1, 2009, and/or April 1, 2010, for the previous twelve (12) months exceeds an aggregated 13%.

6. Extra-Curricular Activity: Activities approved by the Board will be paid on the following schedule:

	<u>08-09</u>	<u>09-10</u>	<u>10-11</u>
Level One	\$3,350	\$3,500	\$3,650
Level Two	\$2,950	\$3,100	\$3,250

Designation of the activity's level is based on the time and overall scope of responsibility within the school's operation. The level of the activities will be designated by the Board of Education at the time the activity is approved. (List to be provided by the Board of Education by September 15th).

7. Overnight Board Approved Field Trips: A certificated staff member accompanying students on an overnight Board approved field trip shall be compensated at \$50.00 per night payable on the July 15 following the completion of the school year.

8. Home Instruction: A certificated staff member providing Board approved home instruction will be compensated at the rate of \$40.00 per hour.

\*Published monthly by the Department of Labor Statistics.

9. Work Schedule: Certificated Staff (Does Not Apply to Teachers of Licensed Practical Nursing.)

a. Classroom Teachers Daily Assignments (minutes per week)

Teachers	Classroom Teaching Time	Administrative Assignments	Prep	Lunch
Vocational	1500	250	200	150
Academic	1300	450	200	150
Supplemental	1300	450	200	150

b. Teaching Time:

i. Teaching time is defined as classroom, laboratory and shop instruction provided to students by a teacher in subjects for which they are certified. Prep and lunch time are duty free assignments for which teachers will be compensated at the part-time rate if required to provide coverage of any kind.

ii. Any teacher directed to teach a class within their certification during an administrative assignment period, will be compensated by the Board of Education at the part-time rate of \$32.00 per hour in 2008-09; \$33.00 per hour in 2009-10 and \$34.00 per hour in 2010-11 for every sixty (60) minutes accumulated over their allotted classroom teacher time as shown above. Teachers assigned this duty will receive proration of salary commencing with the sixth consecutive class assigned. Teachers assigned to non-teaching supervision during administrative assignment time will not be provided additional compensation. Teachers must submit actual time sheets and the Board of Education will round off the time to the nearest 1/2 hour for the month.

iii. Administrative assignments are defined as activities required for the efficient operation of the schools. The administration will schedule teachers for the activities in an equitable manner. When teachers are not teaching their maximum teaching time, the time left over will be transferred to administrative assignments.

iv. All shared-time teachers teaching more than 1500 minutes per week will be compensated by the Board of Education at the approved rate of \$32.00 per hour in 2008-09; \$33.00 per hour in 2009-10 and \$34.00 per hour in 2010-11 for every sixty (60) minutes accumulated. Teachers must submit actual time sheets and the Board of Education will round off the time to the nearest 1/2 hour for the month.

10. After School Activities: Open House, Back to School Night, parent conferences, graduation and Advisory Committee meetings are recognized by both the Teacher Association and the School Board as necessary activities to maintain the vitality and effectiveness of all MCVSD education programs. Certificated staff have the responsibility to cooperate with the administration and associates in these school activities which enhance the operation of the school district

11. After School Faculty/Staff Meetings: With appropriate advance notice, certificated staff will attend one (1) forty-five (45) minute after school faculty/staff meeting per month.

12. 12 Month Pay Option: The Board agrees to provide a method for Unit members to have monthly payments withheld for the purpose of summer pay plan for those employees so interested. Procedures will be provided by the Board office. No application or claim may be made for the payment of interest on any funds thought to be or actually withheld by the Board in order to faithfully provide this alternative.

ARTICLE IX

WORK SCHEDULE - SCHOOL SECRETARIES

1. The work week for all employees shall be defined as being thirty-five (35) hours with a one-half hour daily unpaid lunch. The unpaid lunch half-hour shall be duty free.

2. For time worked beyond the assigned hours per day of the normal week or Saturdays, the employee shall receive 1 1/2 times the computed hourly rate based on the annual salary. Sunday work shall be two times the computed hourly rate based on the annual salary.

3. The employees will follow the 187 day work year adopted by the Board of Education for ten month professionals.

4. Nothing in this agreement will alter the stipulation on the record docket in Case No. C082-218-135 regarding hours of work.

ARTICLE X

PERSONNEL

Leave and Absence

All employees must report their expected absence prior to the start of their regular work day and indicate the reason for the expected absence. Reporting procedures are to be as designated by the Superintendent of Schools.

A certificate of absence is to be filed for all absences by all employees.

1. Leave Due to Personal Illness

a. Annual Absence Allowance for Personal Illness - Sick Leave

i. Definition: Sick leave is defined by law "to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of contagious disease or of being quarantined for such a disease in his or her immediate household."

ii. Any employee holding any office, position, or employment in the school district who is steadily employed by the Board or who is protected in their office by tenure (section 18:13-16 through 19 of the Revised Statutes) shall be allowed sick leave with full pay for a minimum of ten (10) school days in any school year. The provision for ten (10) school days sick leave is applicable to ten (10) month members. Employees under twelve (12) month contracts shall be allowed sick leave with full pay for a minimum of twelve (12) working days each calendar year. A certificate of absence shall be filed by every teacher for any absence.

b. Cumulative Sick Leave for Personal Illness - If any such employee required in any school year less than the then specified number of days sick leave

with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used as additional sick leave as needed in subsequent years.

c. Extended Leave for Personal Illness - Absence beyond the accrued leave credit shall receive separate consideration by the Board, based upon the merits of the individual case. Any decision made is not to be considered setting a pattern of precedence.

2. Leave Due to Death in Immediate Family

a. An employee may be absent from school duties without loss of pay for a period of not to exceed more than five (5) days for each death in the immediate family.

b. Definition: Immediate family shall be construed to mean: father, mother, husband, wife, child, sister, brother, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandchildren.

c. Leave due to death in the immediate family must be taken within seven (7) days of the death unless permission has been granted by the Superintendent.

3. Death of Relative

a. An employee may be absent from school duties without loss of pay for a period of one (1) day for the death of a relative.

b. Definition of relative shall be construed to mean: uncle, aunt, niece, nephew, brother-in-law, sister-in-law, and includes housekeeper for immediate family if not a relative or anyone living with the immediate family.

c. Leave due to death of a relative must be taken within seven (7) days of the death unless permission has been granted by the Superintendent.

4. Personal Leave

a. Definition: Personal leave is defined as absence from employment, excluding vacation, for personal business other than defined within this contract which cannot be accomplished after scheduled working hours. An employee shall be permitted three (3) personal days per year. Personal days not used during the given year shall be credited to cumulative sick leave for personal illness on July 1 of the following year.

b. Procedure:

i. The District's "Request for Personal Leave" form shall be completed and submitted to the Superintendent's Office for approval prior to the day such absence is to occur.

ii. The term "personal business" is all that is required when submitting a "personal leave" request for one (1) personal day. This form must be submitted at least one (1) day prior to the requested personal day.

iii. Personal day may be requested as "emergency personal business" the night before or the morning of, if requested directly to the employee's immediate supervisor with reason. The immediate supervisor's decision is final.

iv. Personal days requested on work days preceding or following holidays or on in-service days may be granted with specific reasons that are directly communicated to the Superintendent in writing or verbally.

v. Consecutive personal days may be granted with documented information that is presented in writing to the Superintendent.

vi. The Superintendent reserves the right to deny personal days for a given date(s). Should an employee be denied a personal day, the Superintendent will provide the reason for such a denial in writing.

5. Observation and Convention Absence

a. Requests to attend conventions or visit other schools will be submitted in writing to the Superintendent no later than ten (10) working days prior to the date requested. The Superintendent shall respond to the request within five (5) working days of receipt of the request.

b. A written report of the day's activities shall be forwarded to the Superintendent within three (3) days following the visitation.

6. Emergency Absence - Emergency Absence due to illness in the family shall be at the discretion of the Superintendent who may allow up to one (1) day's absence without salary deduction. Leave (1 day per year) that is not used during the period of July 1 to June 30 during a given year shall be credited to cumulative sick leave for personal illness on July 1 of the following year.

7. Absence for Other Reason - Loss of full pay for each day of absence.

8. Transfer of Personal Sick Leave - Transfer of personal sick leave will be eliminated as of July 1, 1996 for new employees.

9. Payment of Unused Sick Leave at Retirement

a. Any teacher who retires from the Monmouth County Vocational School District in accordance with the Rules and Regulations of the District and the New Jersey Teachers' Pension and Annuity Fund, shall be eligible to receive up to \$10,000.00 credit for unused sick leave. For every accumulated sick day left after the \$10,000.00 credit limit has been computed, the Board will pay 25% face value of every remaining sick day. Monetary credit for unused sick leave shall be based on 1/200th per day of their current contract for ten (10) month employees and 1/240th per day of their current contract for twelve (12) month employees.

b. Any secretary who retires from the Monmouth County Vocational School District in accordance with the Rules and Regulations of the District and the New Jersey Public Employees Retirement System, shall be eligible to receive up to \$8,000 credit for unused sick leave. For every accumulated sick day left after the \$8,000 credit limit has been computed, the Board will pay 25% face value of every remaining sick day. Monetary credit for unused sick leave shall be based on 1/200th per day of their current contract for ten month employees.

c. Payment of unused sick leave at retirement for employees employed after June 30, 1996 will be capped at \$15,000.00 for certificated employees and at \$14,000.00 for non-certificated employees.

d. Retirement, as defined in Article X, 9a and 9b does not include "deferred retirement."

e. If an employee has ten (10) years in the district, this benefit will be paid to the estate in the event of death.

f. Employer Contributions to 403(b) plans:

i. Post-retirement employer contributions to 403(b) plans are authorized for the following class of employees: Employees represented by the Monmouth County Vocational Education Association.

ii. Any post-retirement employer contribution for said employees must be permitted under the collective bargaining agreement between the Monmouth County Vocational School District Board of Education and the Monmouth County Vocational Education Association.

iii. Any post-retirement contributions to a 403(b) plan will be derived from: Payment of Unused Sick Leave at Retirement, as per Article X, Section 9, (a-e) of the current employment agreement.

iv. Post-retirement contributions authorized under this agreement will be paid prior to the 15<sup>th</sup> of the month following the date of retirement and forwarded to the employee's 403(b) plan. Post-retirement employer contributions made in the calendar year of retirement when combined with any employee contribution during service will not exceed the statutory limit as permitted by law. Any balance due beyond said statutory limit will be paid into the employees' 403(b) by the 15<sup>th</sup> of January of the next subsequent calendar year and shall be paid to the statutory limit in effect for that year. Any balances remaining thereafter will be paid in the same manner as in the previous sentence.

#### 10. Child Care Leave of Absence

Child care leave will be available to any employee for up to one (1) year without loss of seniority or tenure (if applicable) under the following guidelines:

a. Time on leave does not count towards tenure, additional seniority and increment.

b. Child to be cared for must be pre-school age or must require special attention as verified by appropriate medical documentation.

c. Application for child care leave must be submitted to the Superintendent's Office at least three (3) months prior to starting date.

d. Applications that request a start and/or finish during the school year may have to be lengthened or shortened depending upon availability of a suitable substitute. This will be determined by the Superintendent.

#### 11. Health Benefits

a. The Board shall provide employee and dependent coverage under the New Jersey Public Employee Health Benefits Plan.

b. Prescription Plan - The Board agrees to pay 100% of the premium for each member of the Association who subscribes to the group prescription plan. Applications for new enrollees will be processed in accordance with rules and regulations of the Insurance Carrier. Employee co-payments shall be as follows:

2008-2011	\$25.00 non-generic at retail pharmacy
	\$10.00 generic at retail pharmacy
	\$10.00 mail order

c. Dental Plan - The Board agrees to provide the following premiums for the purpose of providing a dental insurance program for family coverage. Coverage will include a basic dental plan plus \$1,000.00 orthodontic rider. Coverage will be as follows:

2008 - 2011	\$50 per person/\$150 per family deductible on treatment
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## 12. Tuition Refund

The Board shall reimburse teachers for full cost of professional improvement under the following conditions:

a. A teacher must first complete the requirements for teacher certification in position now held before being eligible for the tuition reimbursement plan. A teacher with less than one year of NJ Public School teaching experience will not be eligible until the 3rd year of employment.

b. Credits earned to qualify for additional teacher certification, a degree higher than the one now held (if any), or professional improvement in education or curriculum area will be honored.

**c. To insure reimbursement the teacher must obtain approval within three weeks of the start of the course from the Superintendent for courses for which reimbursement will be requested.**

d. Reimbursement will be made in compliance with Internal Revenue Service regulations at the close of the school year after tuition receipts and college transcripts are submitted to the Superintendent showing credits and grades earned. Credits with grades below the "C" level will not be honored for reimbursement.

e. Reimbursement cost per one credit both graduate and undergraduate will be based on Rutgers University's current cost. Reimbursement will not exceed actual tuition charges.

f. The total cost for tuition reimbursement for the bargaining unit will be as follows:

2008-11	\$280.00 times the number of certificated unit members
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No teacher will be permitted reimbursement on credits that exceed twelve (12) per year. If, at the end of the year, vouchers total more than the prescribed amount, reimbursement will be prorated down to remain within the limit.

13. Mileage Reimbursement

Teachers will be eligible for mileage reimbursement under the following conditions:

a. Teacher is required to travel to an additional site during the work day.

b. Teacher has prior administrative approval and submits mileage in accordance to administrative procedure.

The following conditions will not be reimbursable for mileage:

a. Opening general session of the school year.

b. Emergency meetings called by the Superintendent of Schools.

Members of the Association will be eligible for approved mileage reimbursement at the Internal Revenue Service rate per mile.

14. Professional Improvement

a. Professional improvement costs will be defined to be registration and/or tuition fees other than college credit courses. Travel, membership fees, separate meal costs, hotel costs, and any association activities are not eligible for reimbursement.

b. All professional improvement requests must be approved at least ten (10) working days in advance.

c. The formula for allotment for professional improvement is as follows:

2008-2011- \$110 times the number of certificated unit members.

d. All reimbursement costs that exceed the allotment will be prorated down to the limit.

e. The Superintendent reserves the right to approve or disapprove the professional improvement activities.

f. Reimbursement is to be made at the end of the school year, when proof of attendance and cost receipts are submitted to the Superintendent's office.

g. Surplus of professional improvement fund may be applied to tuition refund during any one contract year.

15. Personal Property Damage - Any employee that has personal property damaged while in the process of physically restraining student (s) from potential injury shall be reimbursed by the Board for the cost of repair or replacement.



ARTICLE XI

REPRESENTATION FEE

1. Representation Fee

If a permanent employee does not become a member of the Association during any membership year (from July 1st to the following June 30th, for twelve (12) month employees; or September 1st to the following June 30th, for ten (10) month employees) 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. If the obligation to pay a representation fee as aforesaid does not commence at the beginning of a membership year, the amount of said representation fee shall be in an amount equal to no more than eighty-five percent (85%) of the regular Association membership dues, fees and assessments as certified to the Board by the Association, provided that in the event the governing statute is amended so as to either increase or decrease the permissible amount of a representation fee, this Agreement shall be deemed to have been automatically amended to conform to such statutory change.

2. Procedure

a. Notification: Prior to September 1st (12 month employees) or November 1st (10 month employees) of each year, 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 from the salaries of such employees, in accordance with Section 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule: The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid: (a) ten (10) days after receipt of the aforesaid list by the Board; or (b) thirty (30) days after the employee begins their regular and temporary employment over ninety (90) days in a bargaining unit position.

c. Mechanics of Deduction and Transmission of Fees: Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will be the same as those used for the deduction and transmission of regular monthly membership dues to the Association which shall be deducted on the first pay period of the month.

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

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

f. 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 through the last day of the month in which employment ceases, the Board will deduct the unpaid portion of the monthly fee from the last paycheck paid to said employee during the membership year in question.

### 3. Indemnification

With respect to dues deductions, representation fee deductions, and the Association's demand return system established pursuant to law, the Association shall indemnify, defend and hold the Board harmless against any and all claims, demands suits, or other forms of liability that shall arise out of, or by reason of, action taken by the Board pursuant to the above provisions concerning dues deductions and representation fee. It is furthermore expressly understood that the representation fee provision set forth above shall not be effective unless and until the Association shall have notified the Board in writing that it has adopted a demand return system which fully complies with applicable statutory provisions.

## ARTICLE XII

### SCHOOL YEAR CALENDAR

The Superintendent of Schools will meet with the President of the Association to review recommendations for the following school year calendar prior to the proposed calendar being placed on the Board of Education Agenda at a public meeting.

## ARTICLE XIII

### COPIES OF AGREEMENT

Copies of this Agreement shall be duplicated at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all teachers now employed, hereafter employed, or considered for employment by the Board.

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

1. If by Association, to Board at

Monmouth County Vocational School District  
4000 Kozloski Road  
Box 5033  
Freehold, New Jersey 07728-5003

2. If by Board, to the Association at

Monmouth County Vocational Education Association  
Box 68  
Freehold, New Jersey 07728

ARTICLE XIV

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In WITNESS WHEREOF, the Association has caused this Agreement to be signed by its President and attested by its Secretary, and the Board has caused this Agreement to be signed by its President and attested by its Secretary, all on the day and year first above written.

ATTEST:

BOARD OF EDUCATION OF THE  
VOCATIONAL SCHOOLS IN THE  
COUNTY OF MONMOUTH

\_\_\_\_\_  
Rosemarie Kindon, Secretary

By: \_\_\_\_\_  
Clement V. Sommers, President

ATTEST:

MONMOUTH COUNTY VOCATIONAL  
EDUCATION ASSOCIATION

\_\_\_\_\_  
Melinda Kelly, Secretary

By: \_\_\_\_\_  
Thomas Leavy, President

APPENDIX A

CERTIFICATED STAFF  
SALARY GUIDE  
2008-2009

if you were on this Step in 07-08 Step	You are on this Step	STANDARD	84+	BA	BA+15	MA	MA+15	MA+30	DOCTORATE
1,2,3	1	44,170	45,070	46,000	47,110	48,230	49,380	50,550	50,950
4,5	2	46,190	47,090	48,020	49,130	50,250	51,400	52,570	52,970
6	3	47,790	48,690	49,620	50,730	51,850	53,000	54,170	54,570
7	4	48,750	49,650	50,580	51,690	52,810	53,960	55,130	55,530
8	5	49,890	50,790	51,720	52,830	53,950	55,100	56,270	56,670
9	6	50,890	51,790	52,720	53,830	54,950	56,100	57,270	57,670
10	7	52,440	53,340	54,270	55,380	56,500	57,650	58,820	59,220
11	8	54,010	54,910	55,840	56,950	58,070	59,220	60,390	60,790
12	9	56,280	57,180	58,110	59,220	60,340	61,490	62,660	63,060
13	10	58,650	59,550	60,480	61,590	62,710	63,860	65,030	65,430
14	11	60,430	61,330	62,260	63,370	64,490	65,640	66,810	67,210
15	12	64,400	65,300	66,230	67,340	68,460	69,610	70,780	71,180
16	13	66,470	67,370	68,300	69,410	70,530	71,680	72,850	73,250
17	14	69,500	70,400	71,330	72,440	73,560	74,710	75,880	76,280
18	15	72,670	73,570	74,500	75,610	76,730	77,880	79,050	79,450
19	16	80,790	81,690	82,620	83,730	84,850	86,000	87,170	87,570
	Off Guide								
20	A			Add \$1,000 to Step 16					

APPENDIX B

CERTIFICATED STAFF  
SALARY GUIDE  
2009-2010

if you were on this Step in 08-09	You are on this Step	STANDARD	84+	BA	BA+15	MA	MA+15	MA+30	DOCTORATE
0	1	45,170	46,070	47,000	48,110	49,230	50,380	51,550	52,350
1	2	46,790	47,690	48,620	49,730	50,850	52,000	53,170	53,970
2	3	48,810	49,710	50,640	51,750	52,870	54,020	55,190	55,990
3	4	50,450	51,350	52,280	53,390	54,510	55,660	56,830	57,630
4	5	51,590	52,490	53,420	54,530	55,650	56,800	57,970	58,770
5	6	52,890	53,790	54,720	55,830	56,950	58,100	59,270	60,070
6	7	53,940	54,840	55,770	56,880	58,000	59,150	60,320	61,120
7	8	55,510	56,410	57,340	58,450	59,570	60,720	61,890	62,690
8	9	57,080	57,980	58,910	60,020	61,140	62,290	63,460	64,260
9	10	59,280	60,180	61,110	62,220	63,340	64,490	65,660	66,460
10	11	61,550	62,450	63,380	64,490	65,610	66,760	67,930	68,730
11,12	12	66,400	67,300	68,230	69,340	70,460	71,610	72,780	73,580
13	13	69,470	70,370	71,300	72,410	73,530	74,680	75,850	76,650
14	14	72,500	73,400	74,330	75,440	76,560	77,710	78,880	79,680
15	15	80,790	81,690	82,620	83,730	84,850	86,000	87,170	87,970
	Off Guide								
16	A	Add \$1,000 to Step 15							
A	B	Add \$2,000 to Step 15							

APPENDIX C

CERTIFICATED STAFF  
SALARY GUIDE  
2010-2011

if you were on this Step in 09-10		You are on this Step							
Step	Step	STANDARD	84+	BA	BA+15	MA	MA+15	MA+30	DOCTORATE
0	1	47,170	48,070	49,000	50,110	51,230	52,380	53,550	54,750
1	2	48,170	49,070	50,000	51,110	52,230	53,380	54,550	55,750
2	3	49,670	50,570	51,500	52,610	53,730	54,880	56,050	57,250
3	4	51,690	52,590	53,520	54,630	55,750	56,900	58,070	59,270
4	5	53,840	54,740	55,670	56,780	57,900	59,050	60,220	61,420
5	6	54,940	55,840	56,770	57,880	59,000	60,150	61,320	62,520
6	7	56,190	57,090	58,020	59,130	60,250	61,400	62,570	63,770
7	8	57,240	58,140	59,070	60,180	61,300	62,450	63,620	64,820
8	9	58,840	59,740	60,670	61,780	62,900	64,050	65,220	66,420
9	10	60,410	61,310	62,240	63,350	64,470	65,620	66,790	67,990
10	11	62,730	63,630	64,560	65,670	66,790	67,940	69,110	70,310
11	12	65,100	66,000	66,930	68,040	69,160	70,310	71,480	72,680
12	13	69,900	70,800	71,730	72,840	73,960	75,110	76,280	77,480
13	14	72,970	73,870	74,800	75,910	77,030	78,180	79,350	80,550
14	15	80,790	81,690	82,620	83,730	84,850	86,000	87,170	88,370
Off Guide									
15	A	Add \$1,000 to Step 15							
A	B	Add \$2,000 to Step 15							
B	C	Add \$3,000 to Step 15							

APPENDIX D

SECRETARY  
SALARY GUIDE

if you were on this Step in 07-08	You are now on this Step	2008-2009	Step	2009-2010	Step	2010-2011
Step	Step					
0	1	19,427	1	19,827	1	20,327
1	2	20,127	2	20,527	2	21,027
2	3	20,627	3	21,027	3	21,527
3	4	21,127	4	21,527	4	22,027
4	5	21,627	5	22,027	5	22,527
5	6	22,827	6	22,527	6	23,027
6,7	7	23,705	7	23,727	7	23,527
8	8	24,233	8	24,605	8	24,727
9	9	24,915	9	25,133	9	25,633
10	10	25,589	10	25,815	10	26,311
11,12	11	26,230	11	26,489	11	27,197
13	12	27,703	12	27,703	12	27,703
14	13	29,520	13	29,520	13	29,520
15	14	31,606	14	32,606	14	32,606
16,17	15	35,500	15	35,950	15	36,400

LONGEVITY

\$500

After 10 years

\$500

After 15 years (maximum \$1,000)

\$500

After 20 years (maximum \$1,500)