

#873

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

AGREEMENT

JULY 1, 1995 - JUNE 30, 1999

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PREAMBLE

This Agreement entered into the 9th day of May, 1996, 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

Practical nursing teachers

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 October 1st of the last year of the contract. The proposal of the Association shall be submitted to the Board before the first of October 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 October 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 the team 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 for a reasonable amount of material dealing with the proper and legitimate business of the Association.

6. The Association President 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 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 make 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 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 on faculty room bulletin boards in all school buildings ten days prior to the application deadline. Additionally, summer vacancies will be mailed to

the Association president, corresponding secretary and newsletter editor.

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 two (2) Teacher Evaluations and Conferences 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 -

October - first Observation and Evaluation
December - second Observation and Evaluation
February - third Observation and Evaluation
March - Annual Summary Conference

b. Tenured teachers -

Sept. through Nov. - first Observation and Evaluation
Dec. through Feb. - second Observation and Evaluation
Apr. through May - Annual Summary Conference

Months of formal evaluations will be posted in buildings during the first week of school.

3. The teacher and the supervisor will sign the written evaluation report and retain a copy for their files. Teachers may append comments to the written evaluation during the Conference or up to ten (10) days thereafter.

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: 1995-96; Appendix B: 1996-97; Appendix C: 1997-98; Appendix D: 1998-99) 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 185 days - 182 days for instruction with students and 3 days for professional development. The work year for 12 month certificated employees shall be 222 days per year. The regular work day shall be seven (7) 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 1995-96, 1996-97, 1997-98 and/or 1998-99 school years if the Consumer Price Index* for the New York/Northeast New Jersey area as of April 1, 1996, April 1, 1997, and/or April 1, 1998, 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>95-96</u>	<u>96-97</u>	<u>97-98</u>	<u>98-99</u>
Level I - Building Activities	\$1925.00	1975.00	2050.00	2100.00
Level II - Class Activities	1550.00	1575.00	1625.00	1675.00

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. Work Schedule: Certificated Staff

- a. 1995-96 to remain the same
 1996-97, 1997-98, 1998-99 - 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:

- 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.
- 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 approved part-time teacher rate for every sixty (60) minutes accumulated. 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.
- 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.

4. All shared-time teachers teaching more than 1500 minutes per week will be compensated by the Board of Education at the approved part-time teacher rate 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.

8. 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.

9. 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.

*Published monthly by the Department of Labor Statistics.

ARTICLE IX

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.

A. Leave Due to Personal Illness

1. Annual Absence Allowance for Personal Illness - Sick Leave

a. 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."

b. 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.

2. 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.

3. 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.

B. Leave Due to Death in Immediate Family

1. 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.

2. 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. Death of Relative

1. 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.

2. 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.

D. Personal Leave

1. Definition: Personal leave is defined as absence from employment, excluding vacation, for which personal business other than

defined within this contract 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.

2. Procedure:

a. 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.

b. 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.

c. 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.

d. 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.

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

f. The Superintendent reserves the right to deny personal days for a given date(s) if it is deemed that there is not sufficient certificated personnel to provide a thorough and efficient education on that date(s).

E. Observation and Convention Absence

1. Approval to attend conventions or visit other schools must be obtained ten (10) working days in advance of the day from the Superintendent.

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

F. 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.

G. Absence for Other Reason

1. Loss of full pay for each day of absence.

H. Transfer of Personal Sick Leave

1. Transfer of personal sick leave will be eliminated as of July 1, 1996 for new employees.

I. Payment of Unused Sick Leave at Retirement

1. 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.

2. 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.

3. Payment of unused sick leave at retirement for employees employed after June 30, 1996 will be capped at \$10,000.00 for certificated employees and \$8,000.00 for non-certificated employees.

4. Retirement, as defined in Article IX, I.1 and I.2 does not include "deferred retirement."

5. If an employee has ten (10) years in the district and is 55 or older, this benefit will be paid to the estate in the event of death. -

J. 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:

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

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

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

4. 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.

K. Health Benefits

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

2. 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:

1995-96	\$5.00
1996-97	\$5.00
1997-98	\$10.00 non-generic \$5.00 generic
	\$0.00 mail order
1998-99	\$10.00 non-generic \$5.00 generic \$0.00 mail order

3. 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:

1995-96	Same
1996-97	\$50 per person/\$150 per family deductible on treatment
1997-98	\$50 per person/\$150 per family deductible on treatment
1998-99	\$50 per person/\$150 per family deductible on treatment

L. Tuition Refund

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

1. 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.

2. 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.

3. 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.

4. Reimbursement will be made by voucher 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.

5. 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.

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

1995-96	\$175.00 times the number of certificated unit members
1996-97	\$180.00 times the number of certificated unit members
1997-98	\$185.00 times the number of certificated unit members
1998-98	\$190.00 times the number of certificated unit members

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.

M. Mileage Reimbursement

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

1. Teacher is required to travel to an additional site during the work day.
2. Teacher has prior administrative approval and submits mileage in accordance to administrative procedure.

In addition to mileage reimbursement, eligible employees are entitled to the following for the duration of the contract:

2500-4000 miles	\$1000.
Over 4000 miles	\$1150.

The following conditions will not be reimbursable for mileage:

1. Opening general session of the school year.
2. Emergency meetings called by the Superintendent of Schools.

Members of the Association will be eligible for approved mileage reimbursement at the rate of \$.25 per mile or any higher rate established by the Board for other employees.

N. Professional Improvement

1. 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.

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

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

- 1995-96 - \$60 times the number of certificated unit members.
- 1996-97 - \$65 times the number of certificated unit members.
- 1997-98 - \$70 times the number of certificated unit members.
- 1998-99 - \$75 times the number of certificated unit members.

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

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

6. 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.

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

O. Personal Property Damage:

Any employee that has clothing or eye glasses 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.

P. Work Schedule - School Secretaries

1. The work week for 1995-96 for all employees shall be defined as being 32 1/2 hours with a 1/2 hour daily unpaid lunch. The unpaid lunch 1/2 hour shall be duty free. For the years 1996-97, 1997-98, and 1998-99, employees employed prior to September 1, 1993 will continue to follow this work schedule.

2. For the years 1996-97, 1997-98, and 1998-99 the work week shall be defined as follows for the following categories of employees:

Group A: All employees employed September 1, 1993 or after, may be assigned to work a seven (7) hour day, exclusive of lunch. Overtime pay will begin after the seven (7) hour work day.

Group B: All employees hired prior to September 1, 1993 may volunteer to work the seven (7) hour work day, if available. Once taken, they may only request to return to prior work schedule. They will follow the same procedures as Group A.

Group C: All employees employed after June 30, 1996 will work a seven (7) hour work day excluding a thirty (30) minute lunch break.

- Note:
1. The Association recognizes that transfer of employees may be required to meet administrative needs.
 2. A separate salary guide will be developed for a 6 1/2 hour work day and a 7 hour work day. The seven (7) hour work day salary guide will show a \$1,000.00 differential at each step from that same step on the 6 1/2 hour work day salary guide.
 3. Work days are exclusive of thirty (30) minute duty free lunch break.

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 185 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

REPRESENTATION FEE

A. 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.

B. Procedure

1. 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.

2. 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.

3. 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.

4. 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.

5. 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, job titles and dates of employment for all such employees.

6. 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.

C. 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 XI

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
41 Highway 34 South
Colts Neck, New Jersey 07722

2. If by Board, to the Association at

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

ARTICLE XII

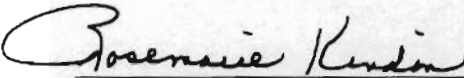
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1995 and shall continue in effect until June 30, 1999. 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



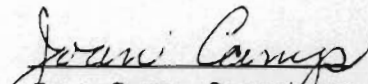
Rosemarie Kindon, Secretary

By: 

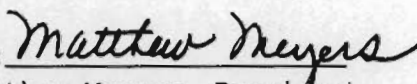
Sidney H. Johnson,
President

ATTEST:

MONMOUTH COUNTY VOCATIONAL
EDUCATION ASSOCIATION



Joan Camp, Secretary

By: 

Matthew Meyers, President

CERTIFICATED STAFF SALARY GUIDE 1995-96

STEP	EMERGENCY	STANDARD	84+	BA	BA+15	MA	MA+15	MA+30
1	27,080	27,492	27,911	28,336	28,846	29,365	29,894	30,432
2	28,299	28,729	29,167	29,611	30,144	30,686	31,239	31,801
3	29,572	30,022	30,480	30,943	31,500	32,067	32,645	33,232
4	30,903	31,373	31,852	32,335	32,918	33,510	34,114	34,727
5	32,294	32,785	33,285	33,790	34,399	35,018	35,649	36,290
6	33,747	34,260	34,783	35,311	35,947	36,594	37,253	37,923
7	35,266	35,802	36,348	36,900	37,565	38,241	38,929	39,630
8	36,853	37,413	37,984	38,561	39,255	39,962	40,681	41,413
9	38,511	39,097	39,693	40,296	41,021	41,760	42,512	43,277
10	40,245	40,856	41,479	42,109	42,867	43,639	44,425	45,224
11	42,055	42,695	43,346	44,004	44,796	45,603	46,424	47,259
12	43,947	44,616	45,297	45,984	46,812	47,655	48,513	49,386
13	45,925	46,624	47,335	48,053	48,919	49,799	50,696	51,608
14	47,992	48,722	49,465	50,215	51,120	52,040	52,977	53,930
15	50,152	50,914	51,691	52,475	53,420	54,382	55,361	56,357
16	52,409	53,205	54,017	54,836	55,824	56,829	57,852	58,893
17	54,767	55,599	56,448	57,304	58,336	59,386	60,455	61,543
18	57,232	58,101	58,988	59,883	60,961	62,058	63,175	64,312

CERTIFICATED STAFF SALARY GUIDE 1996-97

STEP	EMERGENCY	STANDARD	84+	BA	BA+15	MA	MA+15	MA+30
1	27,139	27,552	27,972	28,398	28,909	29,429	29,959	30,498
2	28,360	28,792	29,231	29,676	30,210	30,753	31,307	31,870
3	29,636	30,088	30,546	31,011	31,569	32,137	32,716	33,304
4	30,970	31,442	31,921	32,406	32,990	33,583	34,188	34,803
5	32,364	32,857	33,357	33,864	34,475	35,094	35,726	36,369
6	33,820	34,336	34,858	35,388	36,026	36,673	37,334	38,006
7	35,342	35,881	36,427	36,980	37,647	38,323	39,014	39,716
8	36,932	37,496	38,066	38,644	39,341	40,048	40,770	41,503
9	38,594	39,183	39,779	40,383	41,111	41,850	42,605	43,371
10	40,331	40,946	41,569	42,200	42,961	43,733	44,522	45,323
11	42,146	42,789	43,440	44,099	44,894	45,701	46,525	47,363
12	44,043	44,715	45,395	46,083	46,914	47,758	48,619	49,494
13	46,025	46,727	47,438	48,157	49,025	49,907	50,807	51,721
14	48,096	48,830	49,573	50,324	51,231	52,153	53,093	54,048
15	50,260	51,027	51,804	52,589	53,536	54,500	55,482	56,480
16	52,522	53,323	54,135	54,956	55,945	56,952	57,979	59,022
17	54,885	55,723	56,571	57,429	58,463	59,515	60,588	61,678
18	57,355	58,231	59,117	60,013	61,094	62,193	63,314	64,454

FOR THOSE MOVING OFF GUIDE IN 1996-97, ADD \$2,135.00 TO 1995-96 SALARY.

CERTIFICATED STAFF SALARY GUIDE 1997-98

STEP	EMERGENCY	STANDARD	84+	BA	BA+15	MA	MA+15	MA+30
1	27,204	27,618	28,039	28,466	28,978	29,500	30,031	30,572
2	28,428	28,861	29,301	29,747	30,282	30,827	31,382	31,948
3	29,707	30,160	30,620	31,086	31,645	32,214	32,794	33,386
4	31,044	31,517	31,998	32,485	33,069	33,664	34,270	34,888
5	32,441	32,935	33,438	33,947	34,557	35,179	35,812	36,458
6	33,901	34,417	34,943	35,475	36,112	36,762	37,424	38,099
7	35,427	35,966	36,515	37,071	37,737	38,416	39,108	39,813
8	37,021	37,584	38,158	38,739	39,435	40,145	40,868	41,605
9	38,687	39,275	39,875	40,482	41,210	41,952	42,707	43,477
10	40,428	41,042	41,669	42,304	43,064	43,840	44,629	45,433
11	42,247	42,889	43,544	44,208	45,002	45,813	46,637	47,477
12	44,148	44,819	45,503	46,197	47,027	47,875	48,736	49,613
13	46,135	46,836	47,551	48,276	49,143	50,029	50,929	51,846
14	48,211	48,944	49,691	50,448	51,354	52,280	53,221	54,179
15	50,380	51,146	51,927	52,718	53,665	54,633	55,616	56,617
16	52,647	53,448	54,264	55,090	56,080	57,091	58,119	59,165
17	55,016	55,853	56,706	57,569	58,604	59,660	60,734	61,827
18	57,492	58,366	59,258	60,160	61,241	62,345	63,467	64,609

FOR THOSE MOVING OFF GUIDE IN 1997-98, ADD \$2,220.00 TO 1996-97 SALARY.

CERTIFICATED STAFF SALARY GUIDE 1998-99

STEP	EMERGENCY	STANDARD	84+	BA	BA+15	MA	MA+15	MA+30
1	27,271	27,686	28,108	28,536	29,050	29,573	30,105	30,647
2	28,498	28,932	29,373	29,820	30,357	30,904	31,460	32,026
3	29,780	30,234	30,695	31,162	31,723	32,295	32,876	33,467
4	31,120	31,595	32,076	32,564	33,151	33,748	34,355	34,973
5	32,520	33,017	33,519	34,029	34,643	35,267	35,901	36,547
6	33,983	34,503	35,027	35,560	36,202	36,854	37,517	38,192
7	35,512	36,056	36,603	37,160	37,831	38,512	39,205	39,911
8	37,110	37,679	38,250	38,832	39,533	40,245	40,969	41,707
9	38,780	39,375	39,971	40,579	41,312	42,056	42,813	43,584
10	40,525	41,147	41,770	42,405	43,171	43,949	44,740	45,545
11	42,349	42,999	43,650	44,313	45,114	45,927	46,753	47,595
12	44,255	44,934	45,614	46,307	47,144	47,994	48,857	49,737
13	46,246	46,956	47,667	48,391	49,265	50,154	51,056	51,975
14	48,327	49,069	49,812	50,569	51,482	52,411	53,354	54,314
15	50,502	51,277	52,054	52,845	53,799	54,769	55,755	56,758
16	52,775	53,584	54,396	55,223	56,220	57,234	58,264	59,311
17	55,150	55,995	56,844	57,708	58,750	59,810	60,886	61,981
18	57,632	58,515	59,402	60,305	61,394	62,501	63,626	64,770

FOR THOSE MOVING OFF GUIDE IN 1998-99, ADD \$2,425.00 TO 1997-98 SALARY.

SECRETARIES WORKING 6.5 HOUR DAY

STEPS	1995-96	1996-97	1997-98	1998-99
1	12,600	12,800	12,800	12,800
2	13,200	13,300	13,500	13,600
3	14,000	13,926	14,000	14,500
4	14,940	14,840	14,650	15,000
5	16,106	15,840	15,616	15,838
6	17,366	17,075	16,650	16,865
7	18,726	18,417	18,000	18,000
8	20,195	19,854	19,400	19,460
9	21,782	21,410	20,900	20,973
10	23,496	23,067	22,300	22,600
11	23,850	24,456	23,500	24,150
12			25,358	25,750

LONGEVITY

\$500.00	After 10 years
\$500.00	After 15 years (maximum \$1,000)
\$500.00	After 20 years (maximum \$1,500)

SECRETARIES WORKING 7.0 HOUR DAY

STEPS	1995-96	1996-97	1997-98	1998-99
1	13,600	13,800	13,800	13,800
2	14,200	14,300	14,500	14,600
3	15,000	14,926	15,000	15,500
4	15,940	15,840	15,650	16,000
5	17,106	16,840	16,616	16,838
6	18,366	18,075	17,650	17,865
7	19,726	19,417	19,000	19,000
8	21,195	20,854	20,400	20,460
9	22,782	22,410	21,900	21,973
10	24,496	24,067	23,300	23,600
11	24,850	25,456	24,500	25,150
12			26,358	26,750

LONGEVITY

\$500.00	After 10 years
\$500.00	After 15 years (maximum \$1,000)
\$500.00	After 20 years (maximum \$1,500)