

Contract no 700

AGREEMENT

BETWEEN

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

and

MORRIS COUNTY VOCATIONAL-TECHNICAL EDUCATION
ASSOCIATION, INC.

July 1, 1991 - June 30, 1993

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RUTGERS UNIVERSITY

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PREAMBLE

THIS AGREEMENT is entered into this 14th day of April, 1992 by and between the BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL IN THE COUNTY OF MORRIS, NEW JERSEY, hereinafter called "Board", and the MORRIS COUNTY VOCATIONAL-TECHNICAL EDUCATION ASSOCIATION, INC., hereinafter called the "Association".

ARTICLE I

RECOGNITION OF ASSOCIATION

A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for personnel as follows:

- | | |
|---------------------------|-------------------------------------|
| (a) Teachers | (e) C.I.E. Job Placement Instructor |
| (b) Guidance Counselors | (f) Secretarial/Clerical |
| (c) School Nurse | (g) Job Coach |
| (d) Custodial/Maintenance | |

but excluding all confidential employees, managerial executives, supervisors, INSTRUCTIONAL AIDE/SUBSTITUTE WITHIN THE MEANING OF N.J.S.A. 34:13A-1, et. seq., and all other employees of the Board.

B. The term employee when used hereinafter will include the personnel in items (a), (b), (c), (d), (e) and (f) and (g) as listed in Article I-A.

C. Unless otherwise indicated, the term "employees", when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined. References to male employees shall include female employees.

ARTICLE II

BOARD RIGHTS

A. The Board of Education, subject only to the express written provisions in effect for the duration of this Agreement, reserves to itself all rights and responsibilities of management of the School district and full jurisdiction and authority to make, amend, revise, and rescind policy, rules, regulations and practices in furtherance thereof.

B. The exercise of the foregoing powers, rights, authority, duties and responsibilities, by the Board, the adoption, amendment and revision of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and in conformance with the Constitution and laws of the State of New Jersey and the Constitution and Laws of the United States. Should state law change during the period of this Agreement non-directory changes in such law which affect terms and conditions of employment shall not operate as an automatic change in the terms of this Agreement unless otherwise negotiated.

ARTICLE III

NEGOTIATION PROCEDURE

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

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

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definitions:

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

2. Grievant(s)

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

B. Purpose:

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

C. Procedure:

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year End Grievances

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

3. Level One - Principal or Immediate Superior

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

4. Level Two

If the grievant(s) is not satisfied with the results at Level One, or if no decision has been rendered the grievant(s) may submit the grievance to his Principal **OR IMMEDIATE SUPERVISOR**, in writing, using the prescribed form within five (5) school days following the disposition at Level One.

5. Level Three - Superintendent

If the grievant(s) is not satisfied with the disposition of his/their grievance at Level Two, or if no decision has been rendered with five (5) school days after the written submission of the grievance he/they may file the grievance in writing with the Superintendent within five (5) school days after the grievance was presented, whichever is sooner.

6. Level Four

If the grievant(s) is not satisfied with the disposition of his/their grievance at Level Three, or if no reason has been received within ten (10) school days after receipt by the superintendent, then said person(s) may inform the Board Secretary in writing, within five (5) school days from the receipt of the Superintendent's reply to his/their grievance or within five (5) school days from expiration of the time for such reply, whichever occurs first, that he/they wishes a hearing with the Board Personnel Committee. Unless a hearing is waived by mutual agreement, the Board Personnel Committee shall schedule a hearing within twenty (20) calendar days of the receipt of the appeal. The Board shall render its decision within ten (10) school days after the first board meeting which follows the hearing by the Board personnel Committee. The Board's decision shall be final and binding on all parties for any claim by an employee or group of employees based upon the interpretation of Board policy or administrative decision.

7. Level Five - Arbitration

(a) If the grievant(s) is not satisfied with the disposition of his/their grievance at Level Four, or if no decision has been rendered within ten (10) school days after the first Board meeting next following the Board Personnel Committee's hearing, and the claim by the employee or group of employees is based upon the interpretation of this Agreement, the grievant(s) may within five (5) school days thereafter request in writing that the Association submit the grievance to arbitration within fifteen (15) school days after receipt of request by the grievant(s).

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

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

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

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

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

D. Rights of Designated Bargaining Unit Members to Representation

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

E. Miscellaneous

1. Written Decisions

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

2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Forms

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

4. Meetings and Hearings

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

ARTICLE V

TEACHER ASSIGNMENT

A. Work Year

1. The Teacher Work Year shall be defined as 184 days.

B. Arrival and Dismissal

1. It shall be the responsibility of the teacher to arrive at school fifteen (15) minutes before the student instructional day begins and in the classroom ten (10) minutes before scheduled starting time. The teacher may **NOT leave UNTIL TEN (10) minutes after the close of the student instructional day AND WHEN ALL STUDENTS HAVE LEFT THE CLASS/SHOP AREA AND IT IS SECURED.** On work days immediately preceding a school holiday, teachers shall be permitted to leave **WHEN ALL STUDENTS HAVE LEFT THE CLASS/SHOP AREA AND IT IS SECURED.**

2. On days when school opening is delayed due to inclement weather or other emergencies, teachers shall be required to arrive at school one (1) hour before the scheduled starting time for students.

3. On days when due to inclement weather or other emergencies, school is closed early teachers shall be able to leave after **ALL** the students are dismissed and have left the school premises **AND THE SHOP IS SECURED.**

4. Teachers shall be entitled to a twenty-five (25) minute duty free lunch period and shall not be required to leave their lunch area until the completion of the twenty-five (25) minute time period.

C. Meetings

1. One day per month shall be set aside by the principal for faculty or other meetings. Such meetings shall begin no later than ten (10) minutes after student dismissal, and shall run no longer than sixty (60) minutes. An agenda of the meeting **WILL** BE MADE AVAILABLE FORTY_EIGHT (48) hours prior to said meeting.

2. **THREE** EVENING MEETINGS PER YEAR SHALL BE SCHEDULED AS PART OF THE Teacher Work Year.

D. Assignment Change

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

E. Mileage

1. Employees will be reimbursed with prior approval and authorization from the **PRINCIPAL OR DIRECTOR OF ADULT EDUCATION AND SUPERINTENDENT** AT THE I.R.S. rate per mile.

ARTICLE VI

SICK LEAVE

A. All regularly employed ten (10) month personnel shall be entitled to ten (10) days sick leave per year with full pay. All regularly employed eleven (11) month personnel shall be entitled to eleven(11) days sick leave per year with full pay. All regularly employed twelve (12) month secretarial/clerical or custodial/maintenance personnel shall be entitled to twelve (12) days sick leave per year with full pay.

B. All unused days shall be accumulative.

C. If the personal illness exceeds the amount of accumulated sick leave, the Board may grant additional sick leave.

D. In the case of sick leave claimed in excess of three (3) **WORKING** days, the Board of Education may require THROUGH THE SUPERINTENDENT a physician's certificate to be filed with the Secretary of the Board of Education.

E. Upon retirement from the district or in the event of death, employees with ten (10) or more years of continuous service in the School District will receive (or their Beneficiary) a sum of money equal to one-half of their accumulated but unused sick days based on their then current salary rate upon date of retirement, said sum not the exceed **\$6,000.00** the first year of this contract. Said sum not the exceed **\$6,500.00** the second year of this contract. Deferred retirement shall not be eligible for this payment. Employees qualifying for payment under this provision shall notify the Board of their intent to retire by December 1st of the school year preceding the school year in which they will retire. In cases of emergency where this prior notification is not possible, employees will receive their monetary entitlement as soon as possible with the next ensuing school year following retirement. The intent of the foregoing is to allow the board to plan and provide for the payment in its next ensuing school budget.

F. **IN THE EVENT THAT SCHOOL IS CANCELLED DUE TO INCLEMENT WEATHER OR OTHER EMERGENCIES, TEACHERS WHO HAVE APPLIED IN ADVANCE FOR PERSONAL LEAVE OR "SICK" DAY WILL NOT BE CHARGED WITH SAME.**

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. PERSONAL LEAVE DAYS

1. Each employee in the unit shall receive a maximum of three (3) non-cumulative personal days per school year with no reason having to be given in order to attend to matters requiring absence during regular school hours.

2. Request for leave shall be granted only upon written request at least three (3) days in advance, except in cases of emergency. All personal leave day requests shall be considered, acted upon and returned to the employee within forty-eight (48) hours following receipt by the Superintendent.

3. Absence immediately before or after a holiday or vacation period shall not be allowed except by specific approval of the Superintendent.

B. DEATH IN THE IMMEDIATE FAMILY

1. In the case of death in the immediate family an employee shall be entitled to up to four (4) consecutive days with pay to arrange for and attend funeral services. Upon request and good cause shown, an employee may be granted up to one (1) additional day at the sole discretion of the Superintendent.

2. As used in this article, immediate family is defined as father, mother, husband, wife, child, sister, brother, mother-in-law, father-in-law, grandmother, grandfather, grandchild and any person living in the same household.

C. OTHER FUNERAL LEAVE

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

D. ILLNESS - IMMEDIATE FAMILY

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

E. PERFECT ATTENDANCE AWARD

1. A fund of **\$3,000.00** is hereby established by the Board for a Perfect Attendance Program for full-time employees who are employed for the entire school year.

2. Full-time day employee who are not absent except on approved personal days are eligible to participate in the Attendance Award Program.

3. The maximum amount that any one employee shall receive is \$200.00. No employee shall receive more than \$200.00 or a share greater than the sum of \$3,000.00 divided by the number of employees so qualifying, whichever sum is the lesser amount.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

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

B. 1. Maternity

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

(a) Maternity leave shall commence on the date requested by the employee to the extent practicable.

(b) Any employee intending to apply for maternity leave shall advise the Superintendent of the fact of her pregnancy and of her prospective plans for commencing and terminating maternity leave. The employee shall request maternity leave at least sixty (60) days prior to the intended commencement of the leave.

(c) Any employee granted maternity leave without pay according to the provisions of this section may during the period of disability elect to use any or all of her accumulated sick leave.

(d) The employee shall notify the Superintendent of her intention to return to work as nearly as possible at least sixty (60) days prior to the date intended to return, or as soon thereafter as possible.

(e) Any tenured teacher granted maternity leave shall at her request be restored to a position within her certification.

(f) The Board shall not remove any employee from her duties during pregnancy unless the employee cannot produce a certificate from her physician that she is medically able to continue. Should the Board disagree with her physician's conclusion, the Board may refer her to the school's Medical Director for an examination. In the event the school's medical Director does not agree with the employee's physician, then said physicians shall confer for the purpose of resolving the disagreement. Except for good reason, the Board shall not require the teacher to produce such a certificate (updated) more than once every thirty (30) calendar days.

(g) Maternity leave may be granted for a period of up to the end of the academic school year in which the maternity leave commenced and upon the request of a teacher under tenure for an additional academic school year for such teacher.

(h) Time spent on unpaid leaves of absence shall not count toward salary guide placement experience, seniority, sick leave accumulation, etc.

2. Adoption

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

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

ARTICLE IX

INSURANCE PROTECTION

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

N.J. Blue Cross Plan (Full coverage for employee and family at prevailing rates).

N.J. Blue Shield Plan (Full coverage for employee and family at prevailing rates.)

Prudential Major Medical (Full coverage for employee and family.)

B. Insurance as provided in Paragraph A above shall commence at the first regular insurance enrollment period following the employee's appointment.

C. The Board may substitute other insurance carriers so long as the insurance coverage is equivalent to or better than those being provided. The Association shall be given adequate notice prior to any such substitution together with all available information relevant to the proposed change.

D. The Board shall continue to maintain an employee Dental Plan. The sum of **\$678.84** per employee for the first contract year and of **\$753.48** per employee for the second contract year will be expended for the full family dental program. The total premium cost to the Board for each year of this two year agreement shall not exceed **\$678.84** per employee for the first contract year and **\$753.48** for the second contract year. The Association agrees that any additional premium cost exceeding a total of **\$678.84** per employee for the first contract year and **\$753.48** per employee for the second contract year shall be paid for by the employee.

ARTICLE X

COURSE AND WORKSHOP/SEMINAR SUBSIDY PLAN

A. Reimbursement Eligibility

1. Each certified **FULL TIME** member of the **INSTRUCTIONAL** staff shall be eligible for reimbursement of up to nine (9) college credits per school year for tuition **AND ELIGIBLE REGISTRATION FEES SPECIFICALLY RELATED TO THE COURSE** taken toward the completion of a degree program **OR JOB RELATED COURSE TO ENHANCE SKILLS IN AREAS THAT PERTAIN TO PRESENT POSITION**. Said reimbursement shall not exceed **\$122.00** per credit hour, **INCLUDING REGISTRATION FEES**, maximum **\$1,100.00** per instructional staff member, for each year of this contract.

2. Reimbursement for attendance by a member of the instructional staff at an approved workshop/seminar related to the teachers assigned classroom/shop responsibilities and duties shall be limited to a maximum of \$400.00 per teacher per school year. **SAID WORKSHOP/SEMINAR SHALL BE RECOMMENDED AND APPROVED SEVEN WORKING DAYS IN ADVANCE BY THE PRINCIPAL OR DIRECTOR OF ADULT EDUCATION AND THE SUPERINTENDENT WHO SHALL HAVE FINAL APPROVAL.**

B. Guidelines for Reimbursement

1. **APPLICATION FOR REIMBURSEMENT ALONG WITH THE DESCRIPTION OF THE COURSE, WORKSHOP/SEMINAR IS TO BE SUBMITTED TO THE PRINCIPAL OR DIRECTOR OF ADULT EDUCATION. WITH THE RECOMMENDATION OF THE PRINCIPAL OR DIRECTOR OF ADULT EDUCATION THE APPLICATION WILL BE SUBMITTED FOR THE REVIEW AND APPROVAL/DENIAL BY THE SUPERINTENDENT. THE APPROVAL IS TO BE OBTAINED PRIOR TO REGISTRATION AND START OF COURSE, WORKSHOP/SEMINAR.**

2. College courses must be successfully completed and passed as evidenced by an official transcript.

3. Upon completion of a course of workshop/seminar, the following will be submitted to the Superintendent to effect reimbursement:

- (a) Original approval form.
- (b) Record of Bill paid **AS EVIDENCED BY AN OFFICIAL RECEIPT.**
- (c) Record of grade (if a college course).
- (d) Record of attendance (if a workshop/seminar).
- (e) **WRITTEN REPORT OF WORKSHOP/SEMINAR CONTENT IN FORMAT APPROVED BY PRINCIPAL/DIRECTOR OF ADULT EDUCATION.**

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

D. **THE BOARD SHALL ALLOW THE FOLLOWING EXPENSES FROM THE AMOUNT SPECIFIED IN THE CONTRACT FOR ATTENDANCE AT APPROVED WORKSHOP/SEMINARS.**

- COST OF SUBSTITUTE
- DUES, REGISTRATION FEE
- MILEAGE AT BOARD APPROVED RATE

*NOTE: IF MILEAGE FROM HOME TO LOCATION OF WORKSHOP/SEMINAR IS OF A SHORTER DISTANCE THEN THIS WILL BE THE MILEAGE ALLOWED.

ARTICLE XI

VACANCIES AND PROMOTIONAL OPPORTUNITIES

- A. The Board agrees through the Superintendent to publicize all professional vacancies and promotional opportunities. When school is in session, a notice shall be posted on the Board Office bulletin board located in the main corridor next to the Board Office **AND IN EACH BUILDING**. During summer months, the Superintendent will communicate the existence of any vacancies to the President and Vice-President of the Association in writing. Employees who desire to apply for such vacancies or promotional opportunities shall submit their applications in writing to the Superintendent within the time limit specified in the notice, and the Superintendent shall acknowledge in writing all such applications.
- B. The notices of such vacancies shall clearly set forth the title of position, qualifications and duties of the position and salary range.
- C. All qualified employees shall be given adequate opportunity to make application.
- D. ALL FALL ADULT EDUCATION VACANCIES SHALL BE POSTED PRIOR TO THE START OF THE SCHOOL YEAR.**

ARTICLE XII

PRIVILEGES OF THE ASSOCIATION

- A. The Board agrees to make available to the Association, upon request, all information that is available to the public.
- B. Upon an Administrator's approval, any representative of the Association or any employee required to participate during working hours in a grievance proceeding shall suffer no loss in pay or time.
- C. The Association and its representatives may have the use of school facilities not being used for instructional purpose, upon reasonable notice, for meetings. Request for such facilities shall be decided by an Administrator.
- D. The Association may have the use of school office equipment including typewriters, mimeographing machines, duplicating machines, calculating machines, and other types of audio-visual equipment when such equipment is not otherwise in use. such use shall be cleared through an Administrator and the Association will provide the necessary materials and supplies associated therewith.

E. The Association shall have the use of a bulletin board in the faculty lounge, for which approval is not required. All material to be posted on the bulletin board must be signed by the Association President or Vice President as "Association Material". The Association shall have the right to use inter-school mail facilities and school mail boxes for Association related items. It is specifically understood that the utilization of the bulletin board and inter-school mail boxes shall not include items of a political nature.

F. Criticism Of Teachers

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

G. Association Identification

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

H. Employee - R.I.F.

EMPLOYEES WHO ARE REDUCED IN FORCE (R.I.F.'d) AND WHO OTHERWISE HAVE MADE NO CLAIM AGAINST THE BOARD SHALL RECEIVE A SUM OF MONEY EQUAL TO ONE-HALF (1/2) OF THEIR ACCUMULATED BUT UNUSED SICK DAYS BASED ON THEIR THEN CURRENT SALARY RATE UPON DATE OF R.I.F., SAID SUM NOT TO EXCEED \$1,000. WITH A MINIMUM OF FIVE (5) YEARS OF FULLTIME SERVICE, \$2,500. WITH TEN (10) YEARS OF FULLTIME SERVICE AND \$3,500. WITH FIFTEEN (15) OR MORE YEARS OF FULLTIME SERVICE TO THE DISTRICT. Should an employee retire within the allotted time as allowed by the Division of Pensions said amount as defined above would be deducted from the payment to which the employee is entitled under Article VI, Section E of the contract. Once reimbursed for the unused sick leave, it is agreed that said employee will have no claim to accumulated sick days, in the event they are ever re-employed by the district. Payment to the R.I.F.'d employee under this provision shall be made within sixty (60) days following formal action and notification of the R.I.F. by the Board of Education.

I. Anniversary Dates

As of July 1, 1989, anniversary dates shall no longer determine earned salary guide movement and increases in benefits such as vacation time, which shall thereafter be determined pursuant to the following provisions:

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

J. Class Coverage For Absent Teacher (Supervision)

Any member of the instructional staff who is requested to cover for an absent teacher shall receive his/her current hourly rate for such coverage not to exceed \$75.00 per day.

ARTICLE XIII

DEDUCTION FROM SALARY

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

B. Tax Sheltered Annuity

C. Savings Bonds

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

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

D. Representation Fees

1. If an employee who is represented by the Association does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

2. Amount of Fee/Notification:

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year, and the representation fee to be paid by non-members. The representation fee to be paid by non-members shall not exceed the maximum percentage of regular membership dues, fees and assessments as allowed by N.J.S.A.34:13A-5.5b., and the Association will certify that fact to the Board, prior to the start of each membership year.

3. Deduction and Transmission of Fee:

a. Notification:

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

b. Payroll Deduction Schedule:

The board will deduct from the salaries of the employees referred to in Section 3.a. the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January. Before any deductions are made, the Association will first establish a demand and return system in compliance with N.J.S.A. 34:13A-5.5.c. and will notify the Board in writing that it has done so.

c. Termination Of Employment:

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid and said employee during the membership year in question.

d. Mechanics:

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

e. Changes:

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

f. New Employees:

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period, together with their job titles. The Board will also notify the Association of any change in the employment status of an employee regarding retirement, resignation, separation from employment, death.

g. Indemnification And Save Harmless Provision:

The Association agrees to indemnify and hold the Board harmless against any claims or liability which may arise by reason of any action taken or not taken by the Board in complying with the provisions of this Article. The Board gives the Association reasonable notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek indemnification.

h. Board's Responsibility

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

ARTICLE XIV

CUSTODIAL/MAINTENANCE PERSONNEL

A. Custodial/Maintenance personnel shall work an eight (8) hour day inclusive of lunch and will work five (5) days, Monday through Friday. **SAID EMPLOYEES SHALL BE ENTITLED TO A THIRTY (30) MINUTE LUNCH PERIOD AND TWO SEPARATE TEN (10) MINUTE BREAKS.**

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

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

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

C. Probationary period of Custodial/Maintenance personnel shall be sixty (60) days. An employee successfully completing the probationary period will have his date of hire made effective a of the date he began his probationary period.

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

After 1 year of employment, vacation shall be 1 week.
After 2 years of employment, vacation shall be 2 weeks.
After 5 years of employment, vacation shall be 3 weeks.
After 10 years of employment, vacation shall be 4 weeks.

E. Calls Out

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

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

F. Clothing/Shoe Allowance

The Board of Education agrees that each custodial/maintenance employee shall receive \$125.00 AFTER THE FIRST THREE (3) MONTHS OF EMPLOYMENT AND THE REMAINING \$125.00 AFTER THE FIRST YEAR OF EMPLOYMENT AND IN ACCORDANCE WITH THE ANNIVERSARY CONTRACT CLAUSE. THEREAFTER EACH CUSTODIAL/MAINTENANCE EMPLOYEE SHALL RECEIVE \$250.00 PER YEAR. REIMBURSABLE ITEMS COVERED BY THIS CONTRACT PROVISION WILL BE SPECIFIED IN ADMINISTRATIVE PROCEDURES.

G. Black Seal

Custodial and Maintenance personnel shall receive annual salary adjustments of \$500.00 for holding a Black Seal License.

H. WHEN CHRISTMAS AND NEW YEARS FALLS ON SATURDAY, EMPLOYEES WOULD HAVE FRIDAY OFF WITH PAY. WHEN CHRISTMAS AND NEW YEARS FALL ON SUNDAY, EMPLOYEES WOULD HAVE MONDAY OFF WITH PAY. WHEN CHRISTMAS AND NEW YEARS FALLS ON A REGULARLY SCHEDULED WORK DAY, EMPLOYEES HAVE A HALF DAY (1/2) OFF IN THE P.M. THE DAY BEFORE THE ABOVE REFERENCED HOLIDAYS.

ARTICLE XV

SECRETARIAL/CLERICAL

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

B. The Board retains the right to determine the starting times and the ending times of the working day for secretarial/clerical employees, provided, however, that during any school year covered by this Agreement the maximum change to the starting time, and thereby to the ending time, worked by any employee shall not exceed one and one-half (1 1/2) hours.

C. Overtime for Secretarial/Clerical personnel will be paid at one and one half (1 1/2) times the employees salary for any overtime worked beyond seven and one-half (7 1/2) hours in any one day.

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

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

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

After 1 year of employment, vacation shall be 2 weeks
After 5 years of employment vacation shall be 3 weeks
After 10 years of employment vacation shall be 4 weeks

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

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

G. PROBATIONARY PERIOD OF CLERICAL/SECRETARIAL PERSONNEL SHALL BE SIXTY (60) DAYS. AN EMPLOYEE SUCCESSFULLY COMPLETING THE PROBATIONARY PERIOD WILL HAVE HER/HIS DATE OF HIRE MADE EFFECTIVE AS OF THE DATE SHE/HE BEGAN HER/HIS PROBATIONARY PERIOD.

H. WHEN CHRISTMAS AND NEW YEARS FALLS ON SATURDAY, EMPLOYEES WOULD HAVE FRIDAY OFF WITH PAY. WHEN CHRISTMAS AND NEW YEARS FALL ON SUNDAY, EMPLOYEES WOULD HAVE MONDAY OFF WITH PAY. WHEN CHRISTMAS AND NEW YEARS FALLS ON A REGULARLY SCHEDULED WORK DAY, EMPLOYEES HAVE A HALF DAY (1/2) OFF IN THE P.M. THE DAY BEFORE THE ABOVE REFERENCED HOLIDAYS.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

A. COPIES OF THIS SIGNED AGREEMENT SHALL BE GIVEN TO ALL EMPLOYEES COVERED UNDER THE CONTRACT BY THE BOARD SECRETARY.

B. Separability - If any provision of this Agreement or any application of this Agreement to any employee or group of employees is decided to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

D. This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XVII

SALARY GUIDE

A. Teachers

1. Salaries of teachers in the unit for the school years covered by this Agreement are set forth in Schedules "A-1" and "A-2", which are attached hereto and made a part hereof.

2. Schedules "A-1" and "A-2" are based on ten (10) month contracts.

3. An additional payment of 1/10 of the applicable ten (10) month salary shall be paid to employees with an eleven (11) month contract.

B. Custodial/Maintenance

1. Salaries of custodial/maintenance personnel in the unit for the school years covered by this Agreement are set forth in Schedules "B-1" and "B-2", which are attached hereto and made a part hereof.

C. Secretarial/Clerical

1. Salaries of secretarial/clerical personnel in the unit for the school years covered by this Agreement are set forth in Schedules "C-1" and "C-2", which are attached hereto and made a part hereof.

D. Hourly Stipend for Teachers

1. Teachers who during the regular school year are requested by the Administration to work beyond the normal work day or work year on recruitment activities, culinary functions, curriculum development PROJECTS AND Advisory Council and who agree to do so, shall be paid for such work at the hourly rate OF \$22.00.

ARTICLE XVIII

PHYSICAL EXAMINATIONS

A. All new employees prior to their employment shall be examined to determine their fitness to perform the task assigned. The examination will be given by the school Medical Inspector at Board expense.

B. All employees shall undergo annually the State-prescribed test for tuberculosis which shall be administered by the school nurse. X-ray tests shall be required of positive reactors only.

ARTICLE XIX

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1991, and shall continue in force and effect until July 30, 1993.

B. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing signed by both parties.

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

MORRIS COUNTY VOCATIONAL
TECHNICAL-EDUCATION ASSOCIATION,
INC.

By *Marcha J. Szal*
President

ATTEST:

Stanor Weidman
Secretary

MORRIS COUNTY VOCATIONAL
SCHOOL DISTRICT OF MORRIS
COUNTY, NEW JERSEY

By *Jenni L. Maszuta*
President

ATTEST:

John D. Prokling
Secretary

1991-1992

STEP	NON DEGREE	BA	MA
1	29270	30465	32375
2	30480	31665	33575
3	31690	32875	34830
4	32900	34085	36185
5	34110	35295	37535
6	35320	36645	38990
7	36530	38060	40540
8	37740	39470	42175
9	39050	40880	43665
10	40500	42235	44875
11	42055	43585	46610
12	43745	45440	48570
13	45750	47500	50585
14	48330	49695	52730

1992-1993

STEP	ND	ND+30	BA	BA+30	MA	MA+30
1	30940	31140	32035	32385	34145	34645
2	32170	32370	33265	33615	35375	35875
3	33380	33580	34465	34815	36575	37075
4	34590	34790	35675	36025	37830	38330
5	35800	36000	36885	37235	39085	39585
6	37010	37210	38095	38445	40435	40935
7	38220	38420	39445	39795	41890	42390
8	39430	39630	40860	41210	43390	43890
9	40640	40840	42270	42620	44975	45475
10	42050	42250	43680	44030	46635	47135
11	43550	43750	45090	45440	48045	48545
12	45225	45425	46500	46850	49660	50160
13	47315	47515	48390	48740	51540	52040
14	50100	50300	51100	51450	54240	54740

**SECRETARIAL/CLERICAL
1991-1992**

STEP	GRADE I	GRADE II
J	18320	19800
I	18920	20400
H	19600	21285
G	20550	22290
F	21500	23295
E	22520	23795
D	23525	24295
C	24510	25305
B	25515	26320
A	26510	27320

1992-1993

STEP	GRADE I	GRADE II
J	19445	20925
I	20045	21525
H	20645	22125
G	21325	23010
F	22275	24015
E	23225	25020
D	24245	25520
C	25250	26020
B	26235	27030
A	27240	28045

**CUSTODIAL/MAINTENANCE
1991-1992**

STEP	GRADE I	GRADE II	GRADE III
J	18753	19238	19860
I	19253	19738	21068
H	19803	20288	22343
G	20168	20853	23618
F	20853	21568	24898
E	21608	22353	26173
D	22498	23138	27448
C	23393	23918	28758
B	24038	24828	30043
A	24893	25573	31368

1992-1993

STEP	GRADE I	GRADE II	GRADE III
J	19906	20340	20440
I	20406	20840	21480
H	20906	21391	22721
G	21456	21941	23996
F	21821	22506	25271
E	22506	23221	26551
D	23261	24006	27826
C	24151	24791	29101
B	25046	25571	30411
A	25691	26481	31696