

A G R E E M E N T

Between

MORRIS COUNTY AREA VOCATIONAL TECHNICAL SCHOOL DISTRICT
OF MORRIS COUNTY, NEW JERSEY

Board of
Education

and

MORRIS COUNTY VOCATIONAL TECHNICAL EDUCATION ASSOCIATION

X July 1, 1981 - June 30, 1983

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PREAMBLE

THIS AGREEMENT is entered into this day of
1981, by and between the MORRIS COUNTY AREA VOCATIONAL TECHNICAL SCHOOL
DISTRICT OF MORRIS COUNTY, NEW JERSEY, hereinafter called the "Board,"
and the MORRIS COUNTY VOCATIONAL TECHNICAL EDUCATION ASSOCIATION,
hereinafter called the "Association."

ARTICLE I

RECOGNITION OF ASSOCIATION

A. The Board of Education of the Vocational School in the County of
Morris, New Jersey, hereinafter referred to as the "Board," hereby
recognizes the Association as the exclusive and sole representative for
collective negotiations concerning the terms and conditions of employment for
instructional personnel as follows:

- (a) Teachers
- (b) Teachers' Aide
- (c) Guidance Counselors
- (d) School Nurse

but excluding all other employees of the Board.

B. The Association is the Morris County Vocational-Technical Education
Association, Inc.

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

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 affects term 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. 34:13A-1 et seq. Such negotiations shall begin no later than October 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 1, 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 year, and, if left unresolved until the beginning of the next school year, could result in irreparable harm to a 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.

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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.

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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, 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 within 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 grievance at Level Three, or if no reason has been received within ten (10) school days after receipt by the Superintendent, then said person may inform the Board that he wishes a hearing with the Board of Education within five (5) school days from receipt of the reply to his grievance from the Superintendent. The Board shall schedule a hearing unless otherwise mutually agreed to; said hearing to be within thirty (30) calendar days of receipt of the appeal to the Board which shall render a decision within twenty (20) school days of said hearing or thirty (30) calendar days of the receipt of the grievance if no hearing is held. 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 twenty (20) school days after the grievance has been heard by the Board 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.

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 therefor 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. Arrival and Dismissal Time

It shall be the responsibility of the teacher to arrive at school fifteen (15) minutes before the pupil instructional day begins and in the classroom fifteen (15) minutes before scheduled starting time. The teacher may leave thirty (30) minutes after the close of the pupil instructional day. On work days immediately preceding a school holiday, teachers shall be permitted to leave with the pupils.

B. Meetings

A day shall be set aside by the Principal for faculty or other meetings. Such meetings shall begin no later than fifteen (15) minutes after student dismissal, and shall run no longer than sixty (60) minutes. An agenda of the meeting may be made available forty-eight (48) hours prior to said meeting.

C. Mileage

Teachers will be reimbursed, as heretofore, at a rate of \$.20 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.
- 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) days, the Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education.
- E. Effective July 1, 1980, upon retirement from teaching or in the event of death teachers 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-third of their accumulated but unused sick days based on their then current salary rate upon date of retirement, said sum not to exceed \$3,000.00. Teachers 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, teachers will receive their monetary entitlement as soon as possible within 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.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. Each employee in the unit shall receive a maximum of three (3) non-cumulative personal days per school year for a stated reason as detailed below in order to attend to matters requiring absence during regular school hours:

- (1) Marriage of employee or immediate family member;
- (2) Obligatory religious holidays;
- (3) Required legal proceeding (deed, mortgage, property title, probation of will) or court subpoena;
- (4) Serious illness in the immediate family;
- (5) Graduation of employee or member of immediate family;
- (6) Emergencies for a stated reason, including those of a confidential nature, as allowed by the Superintendent in his sole discretion.

B. In the case of death in the immediate family an employee shall be entitled to up to three (3) consecutive days with pay to arrange for and attend funeral services. Upon request and good cause shown, an employee may be granted up to an additional two (2) days in the sole discretion of the Superintendent.

C. 1. Request for leave shall be granted only upon written request and approval by the Superintendent at least three (3) days in advance, except in cases of emergency.

2. Absence immediately before or after a holiday or vacation period shall not be allowed except by specific approval of the Superintendent for good cause shown.

3. 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 and any person living in the same household.

D. If the schools are open on Rosh Hashanah and/or Yom Kippur, teachers whose absence from school is necessary shall be granted up to two (2) non-cumulative days with pay for such purposes.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

A. 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 teacher 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 teacher 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 teacher 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.

(e) Any tenured employee 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 maternity leaves of absence shall not count towards 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.

B. 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.

ARTICLE X
COURSE AND WORKSHOP/SEMINAR SUBSIDY PLAN

A. Each certified member of the professional staff shall be eligible for reimbursement for courses taken toward completion of a degree program or workshops/ seminars relative to the teacher's assigned duties and responsibilities with the classroom, shop or laboratory. Such reimbursement shall be limited to a maximum of \$300 per school year per teacher. Said reimbursement shall only be applied to tuition and registration fees.

B. Guidelines for Reimbursement

1. Program and form for reimbursement will be submitted to and requires approval of the Superintendent prior to registration.

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

3. Upon completion of a course or workshop/seminar, the following

will be submitted to the Superintendent to effect reimbursement:

- (a) Original approval form.
- (b) Record of Bill paid.
- (c) Record of grade (if a college course).
- (d) Record of attendance (if a workshop/seminar).
- (e) Report (if a workshop/seminar).

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

ARTICLE XI

VACANCIES AND PROMOTIONAL OPPORTUNITIES

A. The Board agrees through the Board Secretary 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. During summer months, the Board Secretary will communicate the existence of any vacancies to the President of the Association. Teachers 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 teachers shall be given adequate opportunity to make application.

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 teacher 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. Requests 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.

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.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. Copies of this Agreement shall be given to all employees covered by the unit.

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 of the parties at the time they negotiated or signed this Agreement.

E. The Board and the Association agree that no reprisals of any kind shall be taken by the Board or any of its agents or by the Association or any of its agents due to participation in or cooperation with plans and activities undertaken during the negotiations impasse.

It being understood that the foregoing deals with events that occurred prior to the Board's and Association's ratification of a Memorandum of Agreement for the 1981-83 school years, this clause shall expire on June 30, 1983 and thereupon be deleted from the Agreement and be given no force or effect notwithstanding the extension of any other article, clause or provision of this Agreement beyond June 30, 1983.

ARTICLE XV

SALARY GUIDE

A. Salaries of teachers covered by this Agreement for the 1981-82 and 1982-83 school years are set forth in Schedules "A" and "B" respectively, which are attached hereto and made a part hereof.

B. Salaries for teacher aides covered by this Agreement for the 1981-82 and 1982-83 school years are set forth in Schedules "C" and "D" respectively, which are attached hereto and made a part hereof.

C. Schedules "A", "B", "C", "D" are based on ten (10) month contracts.

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

ARTICLE XVI
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 XVII
DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1981, and shall continue in force and effect until June 30, 1983.

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

By Jean Constantini
President

ATTEST:

Joseph J. Brittain
Secretary

MORRIS COUNTY AREA VOCATIONAL
TECHNICAL SCHOOL DISTRICT OF
MORRIS COUNTY, NEW JERSEY

By William M. Hubler
President

ATTEST:

Joseph D. ...
Secretary

SALARY GUIDE

1981 - 1982

<u>STEP</u>	<u>NON DEGREE</u>	<u>BACHELORS</u>	<u>MASTERS</u>
1	10,755.00	11,896.00	12,908.00
2	11,256.00	12,396.00	13,408.00
3	11,812.00	12,953.00	13,964.00
4	12,405.00	13,546.00	14,558.00
5	13,048.00	14,238.00	15,124.00
6	13,558.00	14,698.00	15,710.00
7	14,075.00	15,244.00	16,284.00
8	14,577.00	15,864.00	16,963.00
9	15,164.00	16,411.00	17,527.00
10	15,691.00	17,113.00	18,223.00
11	16,237.00	17,813.00	18,917.00
12	16,779.00	18,496.00	19,645.00
13	17,249.00	19,214.00	20,390.00
14	17,890.00	19,915.00	21,162.00
15	18,419.00	20,599.00	21,885.00
16	18,981.00	21,318.00	22,627.00
17	19,526.00	22,157.00	22,366.00
18	20,053.00	23,015.00	24,107.00
19	20,549.00	23,870.00	24,849.00
20	21,162.00	24,726.00	25,589.00
21	21,645.00	25,393.00	26,331.00

SALARY GUIDE

1982 - 1983

<u>STEP</u>	<u>NON DEGREE</u>	<u>BACHELORS</u>	<u>MASTERS</u>
1	11,336.00	12,592.00	13,705.00
2	11,836.00	13,092.00	14,205.00
3	12,387.00	13,642.00	14,756.00
4	12,999.00	14,255.00	15,367.00
5	13,652.00	14,907.00	16,021.00
6	14,359.00	15,669.00	16,644.00
7	14,921.00	16,175.00	17,289.00
8	15,490.00	16,776.00	17,920.00
9	16,042.00	17,458.00	18,668.00
10	16,688.00	18,060.00	19,288.00
11	17,268.00	18,833.00	20,054.00
12	17,869.00	19,603.00	20,818.00
13	18,465.00	20,355.00	21,619.00
14	18,982.00	21,145.00	22,439.00
15	19,688.00	21,916.00	23,288.00
16	20,270.00	22,669.00	24,084.00
17	20,889.00	23,460.00	24,901.00
18	21,488.00	24,384.00	24,614.00
19	22,068.00	25,328.00	26,530.00
20	22,614.00	26,269.00	27,346.00
21	23,289.00	27,211.00	28,161.00
22	23,820.00	27,945.00	28,977.00

SALARY SCHEDULE
TEACHER AIDES

1981 - 1982

<u>STEP</u>	<u>SALARY</u>
1	6,261.00
2	6,561.00
3	6,894.00
4	7,228.00
5	7,562.00
6	7,977.00
7	8,203.00
8	8,737.00
9	8,896.00

SALARY GUIDE
TEACHER AIDES

1982 - 1983

<u>STEP</u>	<u>SALARY</u>
1	6,590.00
2	6,890.00
3	7,220.00
4	7,587.00
5	7,954.00
6	8,322.00
7	8,779.00
8	9,027.00
9	9,615.00
10	9,790.00

2/12/82

MEMORANDUM

To: Administrative Personnel

From: James DeWorken, ^{JD} Superintendent

Re: Item #11 - Memorandum of Agreement With Teachers Association

Please be advised of the following as per Item #11 of the Memorandum of Agreement between the Negotiating Teams of the Morris County Area Vocational School Board of Education and the Morris County Vocational Technical Education Association:

ITEM #11

" TEACHERS WILL NOT BE REQUIRED TO TRANSPORT STUDENTS FOR ANY PURPOSE IN THEIR PERSONAL VEHICLE."

This is effective immediately.

Please see me if you have any questions on this.

cc: Joyce Brokling, Board Secretary
Jean Constantine, President,
Morris County Vocational Technical Education Association