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THIS DOES NOT
CIRCULATE

1977 - 1978

AGREEMENT

OF

THREE TWO CONDITIONS
OF EMPLOYMENT

Between

The Board of Education of the
Macon County Area Vocational
Technical School District

and

The Macon County Area Vocational-Technical
Teachers Educational Association, Inc.

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Institute of Management and
Labor Relations

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PREAMBLE

This Agreement is entered into this _____ day of _____ by and between the Morris County Area Vocational Technical School District of Morris County, New Jersey hereinafter called the "Board" and the Morris County Area Vocational Technical Teachers Association hereinafter called the "Association".

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 negotiation and concerning the terms and conditions of employment for all nonsupervisory certificated personnel whether under contract or on leave.
- B. The Association is the Morris County Vocational-Technical Educational Association, Inc.
- C. Unless otherwise indicated, the term "teachers," when used hereinafter in this Agreement, shall refer to all professional employees, including department heads, represented by the Association in the negotiating unit as above defined; references to male teachers shall include female teachers.

"SCOPE OF THE AGREEMENT"

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all negotiable issues which were the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate any 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.
- B. The board retains jurisdiction and authority over the operations of the school district. It retains the right subject only to the limitations imposed upon it by law of the State of New Jersey and by the language of this Agreement, in taking whatever actions may be necessary to carry out the mission of the school district. Should such said state law change during the period of this Agreement, non-directory changes in such law shall not operate as a change in the terms of this Agreement which shall govern.
- C. The board in accordance with existing state law and state administrative code may:
1. Hire, promote, transfer, assign and retain teachers in positions within the school district, and to this effect the 'standard for determining seniority' shall be as provided in the New Jersey Administrative Code, Title 6:3-1.10. Supp. 3-31-73
- D. The parties agree to follow the procedures set forth in this Agreement, and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted. If, after procedures have been followed, a question remains venues
may be utilized in exercising rights in accordance with due process of law.

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 the Building Principal's approval, any representative of the association or any teacher participating during working hours in a grievance proceeding shall suffer no loss in pay or time.
- C. The Association and its representatives shall have the use of school facilities, not being used for instructional purpose, for meetings. Requests for such facilities shall be decided by the Principal.
- D. The Association shall have the use of school office equipment including typewriters, mimeographing machines, duplicating machines, calculating machines, and other types of audiovisual equipment when such equipment is not otherwise in use.
- E. The Association shall have exclusive use of bulletin board in 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".
- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes for Association related items as it deems necessary.

GRIEVANCE PROCEDURE

A. DEFINITIONS

A 'grievance' is a claim by a person designated in the bargaining unit or the association based upon the interpretation of this agreement, board policies or administrative decisions affecting a person in the bargaining unit or a group of persons named in the bargaining unit.

2. Grievant

A grievant is the person or persons or the association making the claim.

3. Party in interest

A 'party in interest' is person or persons making the claim and any person including the association or the board, who might be required to take action or against whom action might be taken in order to resolve the claim.

C. 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 persons 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 party in interest 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 person designated in the bargaining unit with a grievance shall first discuss it with their principal or immediate superior, either directly or through the association's designated representative with the objective of resolving the matter informally.

4. Level two

If the grievant is not satisfied with the results at level one, or if no decision has been rendered, the grievant must submit the grievance, directly through the association's representative, to their principal, in writing, using the prescribed form within five (5) school days following the disposition at level one.

5. Level three superintendent/director

If the grievant is not satisfied with the disposition of their grievance at level two, or if no decision has been rendered within five (5) school days after the presentation of the grievance, they may file the grievance in writing with the association within five (5) school days after the decision at level two or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the association shall refer it to the superintendent/director of schools.

6. Level four - arbitration

a. If the grievant is not satisfied with the disposition of their grievance at level three, or if no decision has been rendered within ten (10) school days after the grievance has been delivered to the superintendent/director, they may within five (5) school days after a decision by the superintendent/director or fifteen (15) school days after the grievance was delivered to the superintendent/director, whichever is sooner, request in writing that the association submit the grievance to arbitration within fifteen (15) school days after receipt of request by the grievant.

b. Within ten (10) school days after such written notice of submission to arbitration, the board and the association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

c. The arbitrator so selected shall confer with the representatives of the board and the association and hold hearings promptly and shall issue their decision no later than twenty (20) 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 issues are submitted to them. The arbitrator's decision shall be in writing and shall be final and binding on the parties.

d. In the event that the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of section C.6. (b) of this article.

e. 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.

f. At a time mutually agreed to by the parties a prearbitration meeting shall be scheduled prior to the appointment of the arbitrator, and the purpose of such meeting shall be to clarify the issues and the appropriate remedies.

D. RIGHTS OF DESIGNATED BARGAINING UNIT MEMBERS TO REPRESENTATION

1. Designated bargaining unit members and association

Any grievant may be represented at level one of the grievance procedure by themselves, or, at their option, by a representative selected or approved by the association, any grievant will be represented by the association from level two to level four when a member of the designated bargaining unit is not represented by the association, the association shall have the right to be present and to state its views at all stages of the grievance procedure. Any grievant may be represented by an attorney of their choice at all levels of the grievance procedure, the expense of which will be borne by the grievant.

2. Reprisals

No reprisals of any kind shall be taken by the board or by any member of the administration against any party of interest, any representative, any member of the association, or any other participant in the grievance procedure by reason of such participation.

E. MISCELLANEOUS

1. Group grievance

If, in the judgment of the association, a grievance affects a group or class of designated bargaining unit members, the association may submit such grievance in writing to the superintendent/director directly and the processing of such grievance shall be commenced at level three. The association may process such a grievance through all levels of the grievance procedure even though the grievant does not wish to do so.

2. Written decisions

Decisions rendered at level one which are unsatisfactory to the grievant, and all decisions rendered at levels two and three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the association. Decisions rendered at level four shall be in accordance with the procedures set forth in section C, paragraph 6 (c) of this article.

3. 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.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent/director and the association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

TEACHER ASSIGNMENT

A. Arrival and dismissal time

It shall be the responsibility of the teacher to arrive at school fifteen minutes before the pupil instructional day begins and in the classroom five minutes before scheduled starting time. The teacher may leave fifteen minutes after the close of the pupil instructional day. On Fridays or on days preceding holidays or vacations the teacher's day shall end after the dismissal of the pupils.

B. Length of day

The class day will consist of two classes of two hours and forty-five minutes with a lunch period of thirty minutes. Any significant change in the length of the school day which effect the terms and conditions of employment of the teachers is subject to negotiations with the association and the board of education.

C. Meetings

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

D. Extra pay for extra service

Any teacher who is required to work professionally beyond the regular teacher in-school work year shall receive additional compensation for that contract.

SICK LEAVE

All regularly employed 10-month personnel shall be entitled to ten days sick leave per year with full pay. All regularly employed 11 and 12-month personnel shall be entitled to twelve days sick leave per year with full pay.

All unused days shall be accumulative.

If the personal illness exceeds the amount of accumulated sick leave the board by special action may grant additional sick leave.

Upon termination of employment, the employee shall be reimbursed for accumulated sick leave based upon employees current salary.

TEMPORARY LEAVE OF ABSENCE

Bereavement leave

Upon approval from the Director, a maximum of five days per bereavement (non-cumulative) for a death of a spouse or near-relative (parents, children, brother, sisters, uncle, aunt, and grandparents of employee or spouse), or one day for death of a relative. An additional two days may be granted in the event of death to the teacher's spouse, or the teacher's/spouse's parent for post mortem arrangement when the responsibility falls upon the teacher.

Religious holiday

Upon approval of the Director, a teacher shall be granted up to three days per school year to fulfill a spiritual obligation whereupon diligent observance prevents the teacher from working on said days. Said holidays must be among those stipulated annually by the commissioner of education.

Personal

A maximum of three days per year (cumulative) for personal, legal, or business matters which require absence during the school hours shall be granted requiring no reason stated.

School visitation

Two days for the purpose of visiting other schools or attending meetings or conferences of an educational nature shall be granted upon approval from the Director.

NJEA Convention

Two (2) days shall automatically be granted for the purpose of attending the NJEA Convention.

EXTENDED LEAVES OF ABSENCE

A. Maternity

1. Natural birth

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.
- b. Any employee granted maternity leave without pay according to the provisions of this section may at her discretion elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.
- c. Any employee granted maternity leave shall at her request be restored to the exact same position vacated at the commencement of said leave.
- d. No employee shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.
- e. 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.
- f. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et seq., The Law Against Discrimination, nor in violation of the Constitutions of the State of New Jersey and of the United States.

2. Adoption

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

for the adoption. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the Morris County Area Vocational-Technical School District in the area of her certification or competence.

B. Illness in family

A leave of absence without pay of up to one year shall be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

ABSENCE FOR JURY DUTY

Any employee of the Morris County Vocational-Technical School System absent because of jury duty shall be compensated at full salary less compensation received for such service.

Teachers are exempt by New Jersey State Statute from service on any panel of grand or petit juries while their schools are in session.

ABSENCE FOR QUARANTINE

No deduction in pay or sick leave time shall be made for employees absent by reason of quarantine caused by a member of his family or household, if supported by a certificate from a health department.

The regular sick leave policy deductions shall be applied where quarantine is due to the illness of the employee.

INSURANCE PROTECTION

- A. The Board shall provide for each regularly employed teacher who is under contract 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 teacher's appointment.
- C. Dental Plan
- D. At any time the Board may open negotiations to reestablish the insurance carrier if it feels that such negotiations are in the best interest of the district. The association's decision on the Board's counter proposal will be final.

MAJOR PHYSICAL EXAMINATION

The Board upon recommendation of the Director will during the term of this agreement reimburse a teacher for the cost of a complete physical examination. Payment will be made only upon presentation of an acceptable receipt.

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its teachers dues for the Morris County Vocational-Technical School Education Association, the Morris County Council of Education Association, the New Jersey Education Association, and the National Education Association, as said teachers individually and voluntarily authorize the board to deduct such deductions shall be made in compliance with Chapter 310, public laws of 1967 (NJEA 52: A-15,9E) and under rules established by the state department of education. Said monies, together with records or any correction, shall be transmitted to the treasurer of Morris County Vocational-Technical School Education Association by the fifteenth of each month following the monthly pay period in which the deductions were made. The association treasurer shall disburse each monies to the appropriate association or associations.

The board agrees to deduct from teachers' salaries money for the following:

- Washington National Insurance Association Dues
- T.P.A.F.
- P.E.R.S.
- Social Security
- Tri-County Credit Union
- Great West Tax Sheltered Annuity
- U.S. Savings Bonds
- Pension Loans
- Income Tax

And any other program agreed to by the board and association or required by law.

VACANCIES AND PROMOTIONAL OPPORTUNITIES

- A. The Board agrees through the Director 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 board office within three days. In the event posting of the vacancy is not feasible, the Director will communicate the existence of that vacancy to the President of the Association. Teachers who desire to apply for such vacancies or promotional opportunities shall submit their application in writing to the Director within the time limit specified in the notice, and the Director shall acknowledge in writing all such applications. During the summer months when school is not in session, the Director shall post a notice as though school were in session, mail a notice to the President of the Association, and mail a notice to each teacher who indicates in writing prior to the close of the school year that he/she wishes to be notified of such notices.
- B. The notices pertaining to promotional opportunities shall describe the position and its duties shall be clearly stated.
- C. All qualified teachers shall be given adequate opportunity to make application (as herein agreed) and no position shall be filled until all properly submitted applications have been considered.

PROFESSIONAL GROWTH

COURSE SUBSIDY PLAN

It is the wish of the professional staff of MCAVTS that we continue to maintain and expand our proficiency in our certified areas by participating in courses offered at colleges and universities and by attending workshops which would be helpful to us in our teaching profession. We submit for your consideration the following proposal:

that each certified member of the professional staff be reimbursed for courses taken toward completion of a degree program. This fee will not exceed \$450 yearly and will be limited to the cost per credit and registration fee.

that each certified member of the professional staff be reimbursed for attendance at two (2) seminars or two (2) workshops per year relative to the area of certification or in the area of education relative to the teacher's assigned duties or responsibilities within the classroom.

Guidelines for reimbursement will be as follows.

1. a form for reimbursement will be submitted to and must be approved by the principal and director prior to registration.
2. college courses must be successfully completed and passed.
3. upon completion of course or workshop, the following will be submitted to the principal for the director 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)

MISCELLANEOUS PROVISIONS

1. Copies of this Agreement shall be published by the Board of Education and shall be distributed to all employees covered by the unit, and upon request, to those offered employment by the Board.
2. The status of negotiations on any article of this Agreement which contains reopeners for further negotiations during 1977-78 for the second year of this Agreement shall not effect nor invalidate the rest of the Agreement.
3. Board will not demand any teacher to attend NJEA Convention or a professional day.

TEACHER FACILITIES

- A. School shall continue to make every effort to make the following available.
1. A serviceable desk and chair for each teacher.
 2. Except in times of emergency, a well-lighted, ventilated, and clean teacher restrooms, separate, from the students' restroom.
 3. Suitable spaces, within the teachers' lounge or in the classroom, for each teacher to store coats, overshoes, and personal articles.
 4. Suitable furniture and ash trays in teachers' lounge.
 5. Copies for each teachers' use of all text used in each of the course he is to teach, as well as teacher's editions for all texts, workbooks and laboratory books, and a desk dictionary for every classroom.
 6. Day teachers shall not be held accountable for his/her classroom when use for night school.
 7. Chalkboard space in every classroom.
 8. Storage facilities for teaching supplies and materials in each classroom.

COMPLIANCE AND MANDATORY OBLIGATIONS

The parties to this Agreement acknowledge the controlling agency, New Jersey State Legislature, has in the past and is presently mandating specific obligations and requirements to be met by the Board and its employees.

Such mandates as that recently enacted under the Public School Education Act, Chapter No. 212 of the Public Laws of 1975, have direct impact on terms and conditions of employment of unit members in such areas including but not limited to:

Work Load	Leaves
Working Hours	Evaluations
Work Year	Evening Conferences
Preparation Time	Work Assignments & Reassignments
Compensation	Promotions

It is further understood by the parties that in complying with the requirements and obligations of these mandates all terms and conditions of employment established by this Agreement, Board policies, Administrative decisions, past practices and all operative rules and regulations shall not be altered or modified until negotiations between the parties have been completed and memorialized in a written agreement pursuant to Chapter No. 303 as amended by Chapter No. 123, New Jersey Public Laws.

T & E PROTECTIVE LANGUAGE

Becomes part of Miscellaneous Provisions

There shall be no changes in terms and conditions of employment as affected by this contract or existing administrative policy or past practice as a result of planning or consultation sessions conducted within the T & E process as defined in Chapter No. 212 of the Public Laws of the State of New Jersey.

All terms and conditions of employment established by this Agreement, Board policies, administrative decisions, past practices and all operative rules and regulations shall not be altered or modified until negotiations between the parties have been completed and memorialized in a written agreement pursuant to Chapter No. 303 as amended by Chapter No. 123, New Jersey Public Laws.

SALARY GUIDE

1. Schedule A is based on a ten (10) month contract.
2. An additional payment of 1/10 of 10 month salary shall be paid to employees with an 11 month contract.
3. An additional payment of 2/10 of 10 month salary shall be paid to employees with a 12 month contract.
4. Employees shall be paid every two weeks with 21 equal payments and 1 adjusted payment for the number or additional days.
5. Employees shall be paid on the day school closes prior to a recess or school closing if said payday occurs while school is closed.
6. Salary shall be listed on all pay receipts. The use of hourly rates shall not be used.
7. Movement horizontally across the guide will be affected when the employee notifies the director of status change by November 1. The change across the guide, upon approval, will be come effective for the contract effective September 1 of the following semester year.
8. Withholding of increment shall not be done without just cause and shall be paid. Written notice shall be sent to the employee when an increment is to be withheld. Upon receiving this notice, the employee may request a meeting with the board to resolve the issue, accompanied with the employees chosen representative. Reinstatement of increment shall be retroactive to the first day of contractual year that the increment has been withheld.
9. Department heads shall receive an additional \$500.00 per contract year.
10. Lead teachers shall receive an additional \$500.00 per contract year.

- Column 1. Bachelors Degree (Academic)
Basic Certificate (Emergency) Shop
- Column 2. Bachelors Degree + 15 Credits (Academic)
Standard Certificate - Shop
- Column 3. Bachelors Degree + 27 Credits (Academic)
Bachelors or Equivalent (120 Credits) Shop
- Column 4. Masters (Academic)
Bachelors or Equivalent + 15 Credits Shop
- Column 5. Masters + 15 Credits (Academic)
Bachelors or Equivalent + 30 Credits Shop
- Column 6. Masters + 30 Credits (Academic)
Masters - Shop
- Column 7. PHD Academic
Masters + 15 Credits Shop

Teacher aides shall be placed on basic certificate column #1 of salary guide.
The school nurse shall be placed on the the appropriate step on the salary
guide and area to which the school nurse is qualified.

SCHEDULE A

	1.	2	3	4	5	6	7
1	10,350	10,783	11,317	11,762	12,195	12,640	13,174
2	11,023	11,456	11,990	12,435	12,868	13,313	13,847
3	11,696	12,129	12,663	13,108	13,541	13,986	14,520
4	12,369	12,802	13,336	13,781	14,214	14,659	15,193
5	13,042	13,475	14,009	14,454	14,887	15,332	15,866
6	13,715	14,148	14,682	15,127	15,560	16,005	16,539
7	14,388	14,821	15,355	15,800	16,233	16,678	17,212
8	15,061	15,494	16,028	16,473	16,906	17,351	17,885
9	15,734	16,167	16,701	17,146	17,579	18,025	18,558
10	16,407	16,840	17,374	17,819	18,252	18,697	19,231
11	17,080	17,513	18,047	18,492	18,925	19,370	19,904
12	17,753	18,186	18,720	19,165	19,598	20,043	20,577
13	18,426	18,859	19,393	19,838	20,271	20,716	21,250
14	19,099	19,532	20,066	20,511	20,944	21,389	21,923
15	19,772	20,205	20,739	21,184	21,617	22,062	22,596
16	20,445	20,878	21,412	21,857	22,290	22,735	23,269
17	21,118	21,551	22,085	22,530	22,963	23,408	23,942
18	21,791	22,224	22,758	23,203	23,636	24,081	24,615
9	22,464	22,897	23,431	23,876	24,309	24,754	25,288
1	23,137	23,570	24,104	24,549	24,982	25,427	25,961

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of _____ and shall continue in effect until _____.
- 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.