

-0144

12-00

THIS DOES NOT
CIRCULATE

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

and

MONMOUTH COUNTY VOCATIONAL
EDUCATION ASSOCIATION

AGREEMENT

7-1-78
8-30-79

1978 - 1979

LIBRARY
Institute of Management and
Labor Relations

JAN 4 1979

RUTGERS UNIVERSITY

PREAMBLE

This Agreement entered into twelveth day of Oct,
19 _____, by and between the Board of Education of the Vocational Schools in the
County of Monmouth, New Jersey, hereinafter called the "Board", and the Monmouth
County Vocational Education Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

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

Superintendent
Assistant Superintendents
Principals
Director of Adult Education
Guidance Coordinator
Guidance Counselors
Practical Nursing Teachers
Substitute Teachers
Summer School Teachers
Evening School Teachers
Teacher Aides
All other personnel in the employ of the
Board of Education of the Vocational
Schools in the County of Monmouth

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

ARTICLE II

NEGOTIATION PROCEDURE

1. Parties agree to enter into collective negotiations pursuant to Chapter 303, Public Law of 1968, in a good faith offer to reach agreement on matters concerning the terms and conditions of employment for all employees for whom the Association is authorized to negotiate. Such negotiations shall begin no later than October 1st of each calendar year. The proposal of the Association shall be submitted to the Board before the first of October of each year, and shall clearly propose changes in the current agreement and any new proposals. Items not included in the original demands which affect the budget shall not be negotiated until after a contract is agreed upon. Any contract so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing and shall be signed by the Board and the Association.
2. Either party may request in writing an initial meeting during October for the purpose of conducting negotiations and establishing dates for future sessions. A request for a meeting when made by either party shall contain a listing of items to be included for discussion at the initial session. No more than one meeting shall be held in any week and no meeting shall be continued for more than three hours, except by mutual consent of both sides. Meetings will be held in the Board of Education office, Marlboro, New Jersey, and shall begin no later than 7:00 p.m., unless changed by mutual consent of both sides.
3. Board covenants that it will exercise all efforts to finalize the annual budget by no later than January 15th of each year.
4. The negotiating team of the Board shall consist of the Superintendent of Schools, the Assistant Superintendent of Schools and a consultant. The negotiating team of the Association shall consist of no more than four members present at the table. Both sides must at all times be represented by a quorum but neither side may demand the presence of any certain member of the other. A quorum shall consist of a simple majority of the negotiating team.
5. Either party shall have the right to have its attorney and/or designated representative present at a negotiation session.
6. Counter proposals submitted by either side shall be in writing, with a copy or copies left in the hands of the other side. This provision may be waived by mutual consent.
7. Items agreed upon at a negotiation session shall be signed by the chairman of each negotiating team.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

1. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in any meetings to discuss business between the Board and the Association no loss of pay shall be suffered by the teacher. Whenever a meeting is mandated by a mediator, arbitrator, judge, PERC or other authority with such a power, with such a meeting resulting from any action initiated by the Association, the Board shall not reimburse teachers for loss of pay unless the teachers are called as witnesses for the Board or payment is mandated by the ordering agency.
2. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, with the approval of the Superintendent or his designee, provided that this shall not interfere with or interrupt normal school operations.
3. The Association and its representatives may request permission to use school buildings at all reasonable hours for meetings. The request must be made to the Principal of the building in question, in writing at least 48 hours in advance of the time and place of all such meetings. The selection of the place for the meeting shall rest with the Principal and any cost resulting from the use of the school facilities shall be borne by the Association providing the cost is clearly stated on the notice of approval from the Principal.
4. The Association shall have in each building the use of a bulletin board in the faculty lounge. Copies of all materials to be posted on such bulletin boards shall be given to the Principal.
5. The Association shall have the right to use the school mailboxes for a reasonable amount of material dealing with the proper and legitimate business of the Association.

ARTICLE IV

GRIEVANCE PROCEDURE

DEFINITION

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

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

PROCEDURE

In order for a grievance to be considered under this procedure initial processing must be initiated within fifteen (15) school days of the occurrence within the knowledge of the aggrieved of the matter to be grieved.

1. A teacher with a grievance shall first discuss it with his immediate superior in an attempt to resolve the matter informally at that level.

If this informal discussion does not resolve the matter, the employee shall present his complaint, in writing, to his immediate superior, and this complaint shall make known the full details of his grievance. The complaint shall specify:

- a. the nature of the grievance,
- b. the nature and extent of any injury, loss or inconvenience,
- c. the results of previous, informal discussions,
- d. his dissatisfaction with decisions previously rendered.

His immediate superior shall inform the employee of his decision within ten (10) school days of receipt of the written grievance.

2. If the complaint has not been settled satisfactorily by the employee's immediate superior, the employee may request that the complaint be referred to the Superintendent of Schools. This request shall be made in writing not later than ten (10) school days following the decision in Step 1. The Superintendent shall communicate a decision in writing within fifteen (15) school days after receipt of the grievance.

Grievance Procedure - cont'd

3. If the complaint is not settled at the Superintendent level, the aggrieved teacher may within ten (10) school days file a request in writing for a review by the Board of Education, and said request for review shall be submitted in writing through the Superintendent, who shall attach all related papers, decisions and summaries to said request and forward all documents to the Board within ten (10) days from the receipt thereof. The Board shall review the grievance and may, at its option, conduct a hearing in connection with said grievance. Within fifteen (15) school days from the date of said hearing, or within thirty (30) school days from the receipt by the Board of the request for review of said grievance, the Board shall prepare and render to the aggrieved teacher its decision, in writing, with respect to said grievance.

ARTICLE V

TEACHER RIGHTS

1. Whenever any teacher is required to appear before the superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, then he may, when it appears to him that one of the purposes of the meeting may have such adverse effect, suspend the meeting, until he can be accompanied by a representative of the Association to advise and represent him if or when such meeting or interview is rescheduled.
2. No teacher shall be prevented from wearing lapel pins or other similar identification of membership in the Association or its affiliates.

ARTICLE VI

TEACHER ASSIGNMENT, TRANSFER, AND PROMOTION

1. Insofar as possible, all teachers shall be informed of their class, subject, and building assignment for the forthcoming year no later than the end of the school year.
2. The parties recognize that transfers between schools may be necessary after the close of the school year. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not assign or transfer a teacher without prior discussion between the Superintendent and the teacher. If such teacher is not readily available he shall be notified by registered mail of such reassignment or transfer.
3. As any vacancy is officially made known to him, the Superintendent shall have posted on faculty room bulletin boards in all school buildings, within five school days after the Board meeting at which it took action upon that vacancy, a listing of known vacancies that shall occur during the following year.
4. A teacher may apply for any position at any time. Such application shall be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur either during the school year or during the summer. This application should be renewed annually. When openings occur employees with applications on file shall be notified of their consideration for the position.

ARTICLE VII

EVALUATION PROCEDURES

1. Supervisors shall conduct a minimum of three Teacher Evaluation Conferences with each of their full-time teachers during the school year. The term "evaluation" shall be construed to mean a written evaluation prepared by the supervisor who visits the classroom for the purpose of observing a teaching staff member's performance of the instructional process.
2. The following months shall be designated for conducting three Teacher Evaluation Conferences:
 - a. Non-tenured teachers - October - first Conference
December - second Conference
February - third Conference
 - b. Tenured teachers - September through November - first Conference
December through February - second Conference
March through May - third Conference

Months of formal evaluations will be posted in buildings during the first week of school.
3. During the Month of February, in the case of non-tenured teachers, and during the months of March through May, in the case of tenured teachers, the Assistant Superintendent, or his designee, other than the teacher's immediate supervisor, will attend the Teacher Evaluation Conference.
4. The teacher and the supervisor will sign the written evaluation report and retain a copy for their files. Teachers may append comments to the written evaluation during the Conference or up to ten days thereafter.
5. In addition to the Teacher Evaluation Conferences described above, a written evaluation shall be provided for each non-tenured teacher regarding such teacher's total performance as an employee of the Board of Education.
6. All monitoring or observation of the work performance of a teacher shall be conducted openly and with full knowledge of the teacher. The use of eavesdropping, public address, audio systems, and similar surveillance devices shall be strictly prohibited.
7. No teacher shall be required to sign a blank or incomplete evaluation form.
8. A teacher shall have the right, upon request, to review the contents of his official file and to receive a copy of any document contained therein.
9. No material derogatory to a teacher's conduct, service, character or personality shall be placed in his personnel file unless the teacher has had an opportunity to review the material. The teacher shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The teacher shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

Article VIII

SALARIES

1. Salaries shall be set in conformity with the established schedule of salaries and increments for bachelor's degree, master's degree and six year levels for the local school district where teachers are involved in programs operated cooperatively with a local high school district.
2. Non-degree teachers with an emergency certificate shall receive \$800.00 less than their proper experience step on the bachelor's guide.
3. Non-degree teachers with a standard certificate shall receive \$600.00 less than their proper experience step on the bachelor's guide.
4. Non-degree teachers with a standard certificate and a total of eighty-four credits from an accredited college or university shall receive \$400.00 less than their proper experience step on the bachelor's guide. All credits must be earned as part of a matriculated program leading to a bachelor's degree in the field of education or be earned for courses having significance for the individual's development in his or her particular teaching specialty.
5. When a teacher qualifies for a higher level on the guide he will be granted the additional money at the start of the next Social Security Payroll Quarter after official action has been taken by the Board of Education.
6. The work year and the length of the in-school day for each employee involved in programs operated cooperatively with a local high school district shall be determined by the calendar and schedule set by the local district. Teachers will make themselves available for students needing extra help or make-up as the need arises. Teachers will post a student "sign-up" sheet in their classrooms designating the day(s) during the week they will be available for extra help or make-up. A record of student extra help or make-up will be maintained by the teacher.

ARTICLE IX

PERSONNEL

Leave and Absence

All employees must report their expected absence prior to the start of their regular work day and indicate the reason for the expected absence. Reporting procedures are to be as designated by the Superintendent of Schools except for regularly employed teachers in programs operated cooperatively with a local high school who will follow procedures as required by the local cooperating high school.

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

A. Leave due to Personal Illness

1. Annual Absence Allowance for Personal Illness - Sick Leave

- a. Definition: Sick leave is defined by law "to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of contagious disease or of being quarantined for such a disease in his or her immediate household".
- b. Any employee holding any office, position, or employment in the school district who is steadily employed by the Board of Education or who is protected in his or her office by tenure (section 18:13-16 through 19 of the Revised Statutes) shall be allowed sick leave with full pay for a minimum of ten school days in any school year. The provision for ten school days sick leave is applicable to ten month employees. Employees under twelve month contracts shall be allowed sick leave with full pay for a minimum of twelve working days each calendar year. A certificate of absence shall be filed by every teacher for any absence, and any employee absent over three consecutive days because of illness shall be required to file a doctor's certificate.

2. Cumulative Sick Leave for Personal Illness

If any such person requires in any school year less than the then specified number of days sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used to additional sick leave as needed in subsequent years.

Leave and Absence (Continued)

3. Extended Leave for Personal Illness

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

B. Leave Due to Death in Immediate Family

1. An employee may be absent from school duties without loss of pay for a period of not to exceed more than five (5) days for each death in the immediate family.
2. Definition: Immediate family shall be construed to mean: father, mother, husband, wife, child, sister, brother, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law.

C. Death of Relative

1. An employee may be absent from school duties without loss of pay for a period of one (1) day for the death of a relative.
2. Definition of relative shall be construed to mean: uncle, aunt, niece, nephew, brother-in-law, sister-in-law, and includes house-keeper for immediate family if not a relative or anyone living with immediate family.

D. Personal Leave

1. An employee may be permitted a maximum of three (3) days absence for legitimate personal reasons such as attendance in court, a house closing or other personal business that must be attended to during school hours.
2. The District's "Request for Personal Leave" form shall be completed and submitted to the Superintendent for approval prior to the day such absence is to occur.
3. In the event of emergency family situations, approval may be given verbally by the Superintendent and the "Request for Personal Leave" form completed after such absence.

E. Observation and Convention Absence

1. Approval to attend conventions or visit other schools must be obtained well in advance of the day from the Superintendent.
2. A written report of the day's activities shall be forwarded to the Superintendent within three (3) days following the visitation.

F. Emergency Absence due to illness in family shall be at the discretion of the Superintendent who may allow up to one (1) day's absence without salary deduction.

G. Absence for Other Reasons

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

H. Transfer of Personal Sick Leave

1. New employees who show evidence of accumulated unused sick leave from another school district in New Jersey as specified in 18A:30-3.3 shall immediately receive credit for one half of the number of days accumulated up to twenty (20) days. Additional accumulated days will be credited at the rate of five (5) per contract year up to one half of the total amount. In no case will credit be given for more than one half of the total sick leave accumulated in other school districts.

I. Health Benefits

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

ARTICLE X

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

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

1. If by Association, to Board at

Monmouth County Vocational School District
2 Bucks Lane
Marlboro, New Jersey 07746

2. If by Board, to Association at

Monmouth County Vocational Education Association
64 DeForrest Place
West Long Branch, New Jersey 07764

ARTICLE XI

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1978 and shall continue in effect until June 30, 1979. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

ATTEST:

Betty A. Perro
Betty A. Perro, Secretary

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

By: Marvin A. Clark
Marvin A. Clark, President

ATTEST:

Mary Ann Kovacs
Mary Ann Kovacs, Secretary

MONMOUTH COUNTY VOCATIONAL EDUCATION
ASSOCIATION

By: Valliant W. Straub
Valliant W. Straub, President