

**BOARD OF EDUCATION OF THE VOCATIONAL SCHOOLS  
IN THE COUNTY OF MONMOUTH  
and  
MONMOUTH COUNTY VOCATIONAL PRINCIPALS' AND  
SUPERVISORS' ASSOCIATION**

**AGREEMENT**

**July 1, 2003 - June 30, 2006**

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PREAMBLE

This agreement entered into the 1st day of July 2003, 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 Principals' and Supervisors' Association, hereinafter called the "Association."

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all full-time employees employed in a position requiring a Principal, Supervisor or Director of Pupil Personnel certificate.

but excluding all other personnel in the employ of the Board.

## ARTICLE II

### NEGOTIATION PROCEDURE

1. Parties agree to enter into collective negotiations pursuant to Chapter 123, Public Law 1975, 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 be carried out pursuant to the rules and regulations of the Public Employment Relations Commission.
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.
3. Board covenants that it will exercise all efforts to finalize the annual budget by no later than January 15 of each year.
4. Either party shall have the right to have its attorney and/or designated representative present at a negotiation session.
5. Counter proposals submitted by either side shall be in writing with a copy or copies left in the hands of the other side. This provision may be waived by mutual consent.
6. Items agreed upon at a negotiating 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 member 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 member. 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 members for loss of pay unless the members are called as witnesses for the Board or payment is mandated by the ordering agency.
2. Representatives of the Association and the New Jersey Principals' and Supervisors' Association shall be permitted to transact official Association business on school property at all reasonable times, with the approval of the Superintendent or his/her 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 Superintendent, 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 Superintendent 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 Superintendent.
4. The Association shall have in each building the use of a bulletin board.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### DEFINITION

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

Group grievance – If, in the judgment of the Association, a grievance affects a group or class of members of the unit, the Association may submit such grievance in writing to the Superintendent directly and the processing of such a 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 30 calendar days of the occurrence within the knowledge of the aggrieved of the matter to be grieved.

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

If this information discussion does not resolve the matter, the employee shall present his/her complaint, in writing, to his/her immediate superior, and this complaint shall make known the full details of his/her 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; and
- d. his/her dissatisfaction with decisions previously rendered.

His/her immediate superior shall inform the employee of his/her decision within 30 calendar 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 30 calendar days following the decision in Step 1. The Superintendent shall communicate a decision in writing within 30 calendar days after receipt of the grievance.
3. If the complaint is not settled at the Superintendent level, the aggrieved of the unit may within 30 calendar 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 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 30 calendar days from the date of said hearing, or within 45 calendar days from the receipt by the Board of the request for review of said grievance, the Board shall prepare and render to the aggrieved member of the unit its decision, in writing, with respect to said grievance.





ARTICLE V

UNIT MEMBERS' RIGHTS

No unit member shall be prevented from wearing lapel pins or other similar identification of membership in the Association or its affiliates.

ARTICLE VI  
SALARY GUIDE

ARTICLE VII

PERSONNEL

A. TEN (10) MONTH EMPLOYEES

A member who is employed in a ten (10) month position shall work twenty percent (20%) less time than a member who is employed in a twelve month position. Salary shall be adjusted to be twenty percent (20%) less for a ten (10) month employee and calculation of per diem rate shall be at 1/200 of the reduced salary.

B. 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 indicated by the Superintendent of Schools.

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

1. Leave Due to Personal Illness

a. Annual Absence Allowance for Personal Illness - Sick Leave

(1) Definition: Sick leave is defined by law "to mean the absence from his/her post of duty, of any such person because of personal disability due to illness or injury, or because he/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/her immediate household."

(2) 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 (10) school days in the case of ten (10) month employees and twelve (12) school days in the case of twelve (12) month employees. A certificate of absence shall be filed by every unit member for any absence.

b. Cumulative Sick Leave for Personal Illness

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

c. Extended Leave for Personal Illness

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

2. Leave Due to Death in Immediate Family

a. An employee may be absent from school duties without loss of pay for a period not to exceed more than five (5) days for each death in the immediate family.

- b. Definition: Immediate family shall be construed to mean: father, mother, husband, wife, child, sister, brother, grandparents, grandchildren, mother-in-law, son-in-law, daughter-in-law, father-in-law.
- 3. Death of Relative
  - a. 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.
  - b. Definition of a relative shall be construed to mean: uncle, aunt, niece, nephew, brother-in-law, sister-in-law, and includes housekeeper for immediate family if not a relative or anyone living with immediate family.
- 4. Personal Leave
  - a. Definition: Personal leave is defined as absence from employment for personal business other than defined within this contract and cannot be accomplished after scheduled working hours. A twelve month employee shall be permitted four (4) personal days per year. A ten month employee shall be permitted three (3) personal days per year. Personal days not used during the given year shall be credited to cumulative sick leave for personal illness on July 1 of the following year.
  - b. Procedure:
    - (1) The district's "Request for Personal Leave" form shall be completed and submitted to the Superintendent's Office for approval prior to the day such absence is to occur.
    - (2) The term "personal business" is all that is required when submitting a "personal leave" request for one (1) personal day. This form must be submitted at least one (1) day prior to the requested personal day.
    - (3) Personal day may be requested as "emergency personal business" the night before or the morning of, if requested directly to the employee's immediate supervisor.
    - (4) Personal days requested on work days preceding or following holidays or on in-service days may be granted with specific reasons that are directly communicated to the Superintendent in writing or verbally.
    - (5) Consecutive personal days may be granted with documented information that is presented in writing to the Superintendent.
    - (6) The Superintendent reserves the right to deny personal days for a given date(s) if it is deemed that there is not sufficient certificated personnel to provide a thorough and efficient education on that date(s).
- 5. Observation and Convention Absences
  - a. Approval to attend conventions or visit other schools must be obtained ten (10) working days in advance of the day from the Superintendent.
  - b. A written report of the day's activities shall be forwarded to the Superintendent within three (3) days following the visitation.
- 6. Emergency Absence

Emergency absence due to illness in family shall be granted at the discretion of the Superintendent who may allow up to two (2) days' absence without salary deduction for twelve month employees and one (1) days' absence without salary deduction for ten month employees. Leave (either 2 days or 1 day per year) that is not used during the period of July 1 to June 30 during a given year shall be credited to cumulative sick leave for personal illness on July 1 of the following year.

7. Absence for Other Reason

Loss of full pay for each day of absence.

8. Separation from Service

A member who resigns or retires during the contract year shall receive earned vacation days providing proper termination procedures have been followed.

9. Payment of Unused Sick Leave at Retirement

a. Any unit member who retires from the Monmouth County Vocational School District in accordance with the Rules and Regulations of the District and the New Jersey Teachers Pension and Annuity Fund shall be eligible to receive up to \$15,000 credit for unused sick leave for the duration of the contract period.

For every accumulated sick day left after the credit limit has been computed, the Board will pay 25% face value of every remaining sick day.

b. Payment of unused sick leave at retirement for employees employed after June 30, 1996 will be capped at \$16,000.00 in 2003-2004; \$17,000 in 2004-2005 and \$18,000 in 2005-2006.

c. Monetary credit for unused sick leave shall be based on the 1/200th per day of their current contract for ten month employees and 1/240th per day of their current contract for twelve month employees.

d. Retirement, as defined in Article VII, 9 a & b, I.1, does not include deferred retirement.

e. A member who retires shall receive appropriate payment of unused sick leave as defined in Article VII, B. 9. a. & b. providing a member gives six (6) months' notice. Failure to provide written notice may result in the Board of Education deferring payment to the second following fiscal year. Emergency circumstances will be considered on an individual basis.

f. This benefit, excluding transferred in sick leave, will be paid to the estate in the event of the employee's death.

C. HEALTH BENEFITS

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

2. Prescription Plan - The Board agrees to pay 100% of the premium for each member of the Association who subscribes to the group prescription plan. Applications for new enrollees will be processed in accordance with rules and regulations of the Insurance Carrier. Employee co-payments shall be as follows:

\$20.00 non-generic at retail pharmacy  
\$5.00 generic at retail pharmacy

\$5.00 mail order

3. .Dental Plan - The Board agrees to provide the following premiums for the purpose of providing a dental insurance program for family coverage. Coverage will include a basic dental plan plus \$1,000.00 orthodontic rider. Coverage will be as follows:

\$50 per person/\$150 per family  
deductible on treatment

4. .Annual Physical Examination - The Supervisor of Practical Nursing shall receive a paid physical examination per year, as required by law, with the cost of said examination approved in advance.

D. TUITION REFUND

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

1. To insure reimbursement the unit member must obtain approval in advance from the Superintendent for courses for which reimbursement will be requested.
2. Reimbursement will be made by voucher at the close of the school year after tuition receipts and college transcripts are submitted to the Superintendent showing credits and grades earned. Credits with grades below the "C" level will not be honored for reimbursement. Reimbursement will also be made for a grade of "Pass" under a pass/fail system.
3. Reimbursement cost per one credit both graduate and undergraduate will be based on Rutgers University's current cost. Reimbursement will not exceed actual tuition charges.
4. No unit member will be permitted reimbursement on credits that exceed 15 per year.

E. REIMBURSEMENT MILEAGE

Members of the Association will be eligible for approved mileage reimbursement at the IRS rate.

F. PERSONAL PROPERTY.

The Board shall reimburse administrators for the reasonable cost of any clothing or other personal property damaged or destroyed while acting in the scope of that administrator's employment.

G., PROFESSIONAL DEVELOPMENT

The Association membership will have two professional development days to use at their discretion on the days scheduled on N.J.E.A. Convention in the fall.

ARTICLE VIII

VACATIONS

All twelve (12) month employees of the Association shall be granted twenty (20) vacation days to be taken during times when the school buildings are closed. Additionally, the Superintendent, in his discretion, may grant vacation days when the school building is open.

In addition to the aforesaid twenty (20) days, each member of the Association shall be entitled to the following additional vacation days:

After five years in the district	1 day
After ten years in the district	1 day
After fifteen years in the district	1 day
After twenty years in the district	1 day
After twenty-five years in the district	1 day

so that after twenty-five years in the district, the total vacation days will be 25.

All vacation days shall be approved by the Superintendent of Schools.

ARTICLE IX

DUES

In order to encourage the improvement of the skills and the proficiency of the members of the Association with their peers and other persons in the art of supervision, the Board agrees that for the duration of the contract it will pay to each member of the Association a sum necessary to pay his or her dues in the New Jersey Principals' and Supervisors' Association, but not to exceed in any year the following sum:

2003-04	\$1,700.00 per member of the Association
2004-05	\$1,800.00 per member of the Association
2005-06	\$1,900.00 per member of the Association

The remainder of money between the actual cost and the annual amount may be used to offset the cost of membership in a professional organization with the prior approval of the Superintendent. Payment to that association would be made directly by the Board. If the total cost of membership exceeds that remainder, that sum will be paid by the Association member directly to the Board of Education.



ARTICLE X  
AGREEMENT

Copies of this Agreement shall be duplicated at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all members of the Association 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  
105 Neptune Boulevard, Suite 315  
Neptune, NJ 07753

2. If by Board, to Association at

Monmouth County Vocational Principals' and Supervisors' Association  
Attention: Paul J. Christopher, Ed.D.  
Monmouth County Vocational School District  
105 Neptune Boulevard, Suite 315  
Neptune, NJ 07753

ARTICLE XI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 20023 and shall continue in effect until June 30, 2006. 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 Treasurer, 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:

\_\_\_\_\_  
Rosemarie Kindon, Board Secretary

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

By \_\_\_\_\_  
Clement V. Sommers, President

ATTEST:

\_\_\_\_\_  
Assunta Pavlisko Ed.D., Treasurer

MONMOUTH COUNTY VOCATIONAL  
PRINCIPALS' AND SUPERVISORS'  
ASSOCIATION

By \_\_\_\_\_  
Paul J. Christopher Ed.D, President