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AGREEMENT

Between

THE WARREN COUNTY VOCATIONAL BOARD OF EDUCATION

And

THE WARREN TECH EDUCATION ASSOCIATION

Covering the Period

September 1, 1973 to June 30, 1974

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WARREN COUNTY TECHNICAL SCHOOL

Washington, New Jersey

PREAMBLE

This Agreement, entered into this November 1, 1973, by and between the Warren County Vocational Board of Education, Washington, New Jersey, hereinafter called the "Board" and the Warren Tech Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board of Education is required by law to negotiate in good faith concerning terms and conditions of teacher employment and for the purpose of establishing a grievance procedure with the Association, now, therefore, the Board and the Association have reached agreement on all such matters and desire to execute this contract covering such agreement.

ARTICLE I

RECOGNITION

The Board hereby recognizes the Warren Tech Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment as defined in Sec. 7, Chapter 303, Public Laws of New Jersey of 1968 for all certificated teaching personnel, including:

Classroom teachers, special teachers, guidance counselors, librarian and nurse.
but excluding:

The Superintendent of Schools, Principals, Assistant Principals, Director of Student Personnel Services and Coordinators.

- (a) The term "teacher" when used hereinafter in this Agreement shall refer to all certificated employees represented by the Association in the negotiating unit as defined above.
- (b) The term "Board" shall include its officers and members.
- (c) References herein to "male" teachers shall include female teachers.

ARTICLE II

NEGOTIATION PROCEDURE

Beginning not later than September 15th of the calendar year preceding the calendar year in which this Agreement expires, the Board and the Association agree to negotiate over a successor agreement in accordance with such procedures as the negotiating teams may agree upon, in a good faith effort to reach an agreement concerning terms and conditions of employment. Any agreement so negotiated shall apply to all teachers, shall be reduced in writing, be ratified by the Association, be adopted

by the Board, and be signed by the Association and the Board. This Agreement incorporates the entire understanding of the Warren County Vocational Board of Education and the Warren Tech Education Association on all issues which are or could have been the subject of negotiation.

ARTICLE III

GRIEVANCE PROCEDURE

Definition:

- A. A "grievance" shall mean a claim by a teacher that there has been misinterpretation, misapplication, or a violation of Board policy, this Agreement, or an administrative decision affecting him. A grievance to be considered under this procedure must be initiated by the teacher within thirty (30) days of the time the teacher knew of its occurrence.
- B. 1) It is agreed by both parties that these proceedings will be kept as informal, and confidential as may be appropriate at any level of this procedure. Either party may be represented by a member of their negotiating team at any level of the grievance procedure.
- 2) Failure at any step of this procedure to communicate the administrative decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 3) It is understood that teachers, during and notwithstanding the pendency of any grievance, shall continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 4) Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

C. Level One

Any teacher who has a grievance shall discuss it first with his principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the teacher within five (5) school days, he may set forth his grievance in writing to his principal on the grievance form provided.

The principal shall communicate his decision to the teacher in writing with reasons within three (3) school days of receipt of the written grievance.

Level Three

The teacher, no later than five (5) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing with reasons to the employee and the principal.

Level Four

If the grievance is not resolved to the teacher's satisfaction, the teacher, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the teacher, hold a hearing with the teacher and render a decision in writing with reasons within thirty-five (35) working days of receipt of the grievance by the Board-Secretary.

Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the teacher, and the teacher wishes review by a third party, and if the matter pertains to this agreement between the Board and the Association, he shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision. A teacher in order to process his grievance beyond Level Four must have his request for such action accompanied by the written recommendation for such action by the Association.

D. Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of a third person referred to as an arbitrator:

- 1) A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- 2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- 3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

- 4) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The recommendations of the arbitrator shall be advisory. The Board, the aggrieved and his representative and the Association shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

E. Miscellaneous

Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.

F. Costs

- 1) Each party shall bear the total cost incurred by themselves.
- 2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.

ARTICLE IV

TEACHER RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that its teachers shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under the color of law of the State of New Jersey, the Board undertakes and agrees that it or its employed administrative or executive personnel will not directly or indirectly discourage, deprive or coerce any teacher with respect to hours, salary, terms or conditions of employment, by reason of his membership in the Association including collective negotiations with the Board, or his institution of any grievance, complaint or proceeding with respect to any term or condition of employment under, or aside from, the specific terms of this agreement.

Whenever a teacher is required to appear before the Board concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment or salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

Whenever a teacher is required to appear before the Superintendent concerning any matter which could affect the continuation of that teacher in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice, receipt of which shall be confirmed by the signature of the teacher.

ARTICLE V

ASSOCIATION RIGHTS

The Board agrees to furnish to the Association information with respect to teachers' salaries and other financial information in the form presented to the Board, provided such information is available to the public.

Representatives of the Association, the New Jersey Education Association, and the National Education Association may be permitted to transact official Association business on school property at reasonable times, with the approval of the Superintendent.

The Association and its representatives may have the right to use the school buildings for meetings, the use of the facilities and equipment as approved by the Superintendent and at times and under conditions which will not interfere or interrupt normal school operations.

The rights of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the members of the negotiating unit and to no other comparable teacher organization.

ARTICLE VI

BOARD RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement and Chapter 303, and in accordance with all applicable laws and regulations pertaining to the following:

- a) To direct employees of the school district,
- b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause, to suspend, to demote, discharge, or take other disciplinary action against employees,
- c) to relieve employees from duty because of lack of work or other reasons as determined by law,
- d) to maintain the efficiency of the school district operations entrusted to them,
- e) to determine the methods, means and personnel by which such operations are to be conducted and,
- f) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE VII

SCHOOL CALENDAR

The Board agrees to consider the recommendations of the Association for the subsequent year's school calendar; provided the suggestions are presented to the Superintendent by March 1st.

ARTICLE VIII

TEACHER EMPLOYMENT

The Board agrees, where it is in the best interest of the school district, to hire fully certificated teachers in terms of the needs of vocational education. In keeping with the State Board of Education Resolution of December 4, 1968, the Board reserves the right to employ persons as teachers which the State Board of Examiners judge worthy of certification by virtue of their unusual background of education and experience to be the equivalent of, or superior to, the regular requirements for certification.

Each teacher shall be placed on the Salary Guide, Schedule "A", in accordance with the following:

- a) Except the initial salary of a teacher shall be set at the discretion of the Board of Education, but shall not exceed the salary paid to teachers of equivalent training and experience presently employed in comparable positions. The Board and the individual shall decide as to the salary step and this agreed upon experience level shall proceed from this point in regular progression in future years.
- b) Additional credit will be given for military service not to exceed four (4) years.
- c) Additional credit may be given at the Board's discretion for education and/or work experience outside the usual standards, provided this meets with the approval of the New Jersey Department of Education.
- d) Reimbursement will be paid for college credits in a bonafide degree program at the rate of \$15 per credit up to a maximum of seven (7) credits per year.
- e) Teachers shall not be required to teach for more than four (4) consecutive periods on a complete school day. The lunch period or cafeteria and hall supervision shall not be considered as any part of the four (4) consecutive teaching periods. The teacher who is assigned to lunch or hall supervision and who normally does not have a free period before or after lunch waives his right to a free lunch period. Teachers performing cafeteria and hall supervision duties shall be assigned on a rotating basis, shared among all members of the faculty.
- f) All teachers will have a minimum of one (1) daily preparation period. Those teachers who have more than four (4) daily preparations will have a minimum of two (2) daily preparation periods, one of which may be a study hall.

By April 30th, a letter of intent signed by the Board shall be sent to non-tenure teachers notifying them of their re-employment and their salary step for the ensuing year. Teachers being offered contracts shall indicate acceptance or rejection within 15 days of the offer.

ARTICLE IX

SALARIES

- A. The salaries of all teachers covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.
 - 1) Teachers employed on ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

- 2) Teachers employed for more than the ten (10) months shall be paid for the additional time in accordance with a plan mutually agreeable by the employee and the Board.
 - 3) Teachers may individually elect to have ten percent (10%) of their monthly gross salary deducted from their pay which will be set aside and will be paid to the teacher along with the final salary check as prescribed in paragraph 5) below.
 - 4) When a pay day falls on or during a school holiday, vacation, or weekend, teachers shall receive their pay checks on the last previous work day.
 - 5) Teachers shall receive their checks on the last working day in June, provided they have fulfilled all professional responsibilities to the satisfaction of the administration.
 - 6) The Board shall provide the following to teachers who are required to travel in the performance of assigned duties:
 - a. The teachers shall receive compensation for the use of their automobile at the rate of twelve (12¢) cents per mile.
 - b. Teachers shall receive full reimbursement for lodging and meals and other living expenses. The duration of the stay shall be agreed upon by both parties before the teacher is required to attend
 - c. Compensation for work outside of normal school days when requested by the Superintendent, shall be equal to one - one hundred eighty-third (1/183rd) of the teachers' annual salary. Hourly rates for time worked, at request of Superintendent, outside of the normal school day at twelve (\$12) dollar per hour for less than full days work. School day shall be considered seven (7) hours.
- B. Teacher participation in extra-curricular activities as outlined in Schedule "B" which extend beyond the regularly scheduled in-school day shall be voluntary, and shall be compensated according to the rate of pay in Schedule "B" as attached hereto and made a part hereof.

ARTICLE X

TEACHER EVALUATION

Two (2) formal evaluations shall be made by the Principal by April 1st of the school year, and signed by the Principal and the teacher being evaluated. All formal evaluations will be in writing and will be dated and will be discussed with the teacher being evaluated. Formal evaluations shall include specific recommendations for instructional improvement. Ample time between formal evaluations shall be afforded teachers to carry out recommendations for improvement.

ARTICLE XI

INSTRUCTIONAL COUNCIL

Joint Committee of Boards of Education and Warren Tech Education Association, with Superintendent of Schools.

1. An Instructional Council composed of three (3) members designated by the local Warren Tech Education Association; two (2) members designated by the Board of Education, appointed by its President and approved by the Board; and the Superintendent of Schools shall be created to:

Advice the Board and Association on such matters as teaching techniques, curriculum improvement, extra-curricular programs, in-service testing, pupil testing and evaluation, philosophy and educational goals of the district, teacher recruitment, research and experimentation, education specifications for buildings, and other related matters regarding the effective operation of the Warren County Vocational School District.

2. The duties of the chairman who is to be elected on a rotating basis, teacher or Board's representative, shall be:
 - a) To convene meetings of the Instructional Council:
 - (1) At the request of the teachers' representatives.
 - (2) At the request of the Board's representatives.
 - (3) Limited to maximum of six during school year.
 - b) To act as chairman at all meetings of the Instructional Council.
3. It shall be the obligation and the duty of the Board and teacher representatives to:
 - a) Evaluate the problems presented to the committee.
 - b) Gather facts to provide for a complete understanding of these problems.
 - c) Discuss and attempt to arrive at a solution in keeping with the philosophies of each organization.
 - d) Present conclusions and recommendations to the full Board of Education.
4. If the Instructional Council is unable to reach a mutually satisfying solution to the problem being discussed, any of the three groups reserves the right to request a meeting with the entire Board of Education in executive session and in the presence of the other groups.
5. The above procedures do not preclude the teacher representatives from carrying on conversations with and resolving problems through the Superintendent of Schools.

ARTICLE XII

SICK LEAVE

As of September 1, 1971, all teachers shall be entitled to ten (10) days of personal sick leave each school year with pay as defined in Board Policy Manual. One extra day will be granted for each extra month worked.

A physician's certificate may be required at the discretion of the Board if the absences exceed three (3) consecutive days.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

As of the beginning of the 1970-71 school year, teachers shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

- 1) Illness in the immediate family - (wife, husband, children, or other in the same household) two (2) days.

- 2) Death leave - (immediate family, that is; mother, father, wife, husband, child, brother, sister, mother-in-law, father-in-law, and grandparents of employee or spouse) four (4) days.
- 3) Personal business - (that which cannot be handled outside school hours) - two (2) days (48 hours notice needed). No reasons to be required.
- 4) Unusual reasons for absence - Any unusual reason for absence must be made in writing to the Superintendent and will be disposed of on the merits of the case.

ARTICLE XIV

EXTENDED LEAVES OF ABSENCE

Military leave without pay shall be granted to any teacher inducted into any branch of the Armed Forces of the United States for the period of said induction.

Maternity leave of absence without pay will be granted to any teacher. As early as the teacher shall become aware of her pregnancy she shall apply for a leave of absence. The maximum period granted (two years) for maternity leave shall be determined by the Board for each individual case - depending upon the time of year when the application is made and other factors. Maternity leave shall begin no less than five (5) months before the approximate date of confinement or sooner as determined by the physical condition of the teacher concerned. Before returning to work the teacher shall present a doctor's certificate of personal fitness. Return from maternity leave will generally occur at the beginning of a school year. A notice of intent to return sixty (60) days prior to returning is expected of the teacher on maternity leave.

ARTICLE XV

SABBATICAL LEAVE REGULATIONS

- A. A Sabbatical leave of absence may be granted by the Board of Education for purposes of study, gaining technological or industrial experience or travel in accordance with these rules.
Study as here used shall mean study at an institution of higher learning or employment in approved establishments for the purpose of gaining technological or industrial experience of value in vocational-technical education. Evidence of matriculation shall be submitted by applicants to the Superintendent. Courses to be taken by applicants during their sabbatical leave or places of employment to gain technological or industrial experience shall be subject to the approval of the Superintendent.
Travel shall mean travel or residence outside of the State of New Jersey for at least 75% of the duration of the leave of absence.
- B. In order to be eligible for a first sabbatical leave, an employee shall have served in the Warren County Technical School system for at least ten (10) consecutive years immediately preceding the beginning of the proposed sabbatical leave and certify that he plans to return to his position at Warren Tech at the expiration of such sabbatical leave.
An employee who shall have had a sabbatical leave may apply for a second sabbatical leave beginning not earlier than the 20th consecutive year of employment in the Warren County Technical School system.
In no case shall a second sabbatical leave be granted for study or travel earlier than ten (10) years from the beginning of the first leave.

- C. Applications for sabbatical leave shall be submitted to the Board of Education through the office of the Superintendent in writing and shall be for a full school year; viz., July 1st to June 30th. Applications for the full year leave beginning July 1st must be submitted to the Superintendent not later than the first day of March preceding sabbatical leave may not be terminated before the date of its expiration.
- D. Applications shall be considered in the order of their receipt in the Superintendent's office, but the Board of Education reserves the right to reject any application. If in the opinion of the Board the number of applications for sabbatical leave for any one period is such that to grant all of them would curtail the efficiency of the schools, the Board will take such fact into consideration in deciding the question of granting sabbatical leaves.
- E. Requests for withdrawal of sabbatical leave, approved by the Board for the full year must be in the office of the Superintendent not later than the first day of May.
- F. Within one month after the resumption of service, following the termination of a sabbatical leave, each teacher shall submit to the Superintendent a written report on the manner in which the sabbatical leave was spent.
- G. A teacher granted a sabbatical leave will receive for the duration of his leave one-half of the salary to which he is entitled under the salary guide, provided he is not remunerated for study, travel, or industrial experience while on leave.
- H. Any and all rights and privileges, including salary increments, to which a teacher in regular employment is entitled shall not be forfeited or impaired by reason of a sabbatical leave but shall be in full force and effect.

ARTICLE XVI

INSURANCE COVERAGE

The Board of Education will continue to provide Blue-Cross, Blue-Shield, Major Medical and Rider "J" coverage for teachers and dependents at no cost.

ARTICLE XVII

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its teachers dues for the WARREN TECH EDUCATION ASSOCIATION, the WARREN COUNTY EDUCATION ASSOCIATION, the NEW JERSEY EDUCATION ASSOCIATION, NATIONAL EDUCATION ASSOCIATION, or the AMERICAN VOCATIONAL ASSOCIATION or any one or any combination of such associations 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 (NJSA 52:14-15 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Association by the 15th of each month following the monthly pay period in which deductions were made.

ARTICLE XVIII

TEACHER FACILITIES

By the beginning of the 1971-72 school year, the teachers lounge will be provided with a cold drink vending machine and a coffee making device. The profits from the former will go to the Association. The latter will be maintained by the Association.

Coin box phone will be installed in the teachers lounge on a six (6) month trial basis with monthly and installation costs being borne by the Board. At that time, the Board will ask the NJ Bell Telephone Company to recommend continuance or removal of the phone.

ARTICLE XIX

NON-TEACHING DUTIES

The Board and Association acknowledge that a teachers primary responsibility is to teach, and that his energies should, to the extent possible, be utilized to this end.

ARTICLE XX

MISCELLANEOUS PROVISIONS

This Agreement constitutes the contract for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held 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.

Any teaching contract between the Board and a teacher hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If the aforesaid teaching contract contains any language inconsistent with this Agreement, during its duration, this Agreement shall be controlling.

Copies of this Agreement shall be reproduced at the expense of the Board and presented to all teachers employed.

Nothing in this Agreement shall operate retroactively unless expressly so stated.

It is understood that teachers shall continue to serve under the direction of the Superintendent of Schools, and in accordance with Board policies provisions of this Agreement.

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party may do so by registered letter at the following address:

To the Board: Warren County Vocational Board of Education
RD#1 Box 168A
Washington, New Jersey 07882

To the Association: To the President of the Association
at the address as filed with the Board of Education

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1973 and shall continue in effect until June 30, 1974, subject to the Association's right to negotiate over a successor Agreement as provided in Article II.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties to this Agreement, and unless such extensions are agreed upon this contract shall expire on the date indicated herein.

The Board and the Association agree to commence negotiations not later than September 15, 1973 pertaining to a contract covering the 1974-1975 school year as per Article II of this Agreement.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested to by their respective secretaries on the day and year first written above.

WARREN COUNTY VOCATIONAL
BOARD OF EDUCATION

WARREN TECH EDUCATION
ASSOCIATION

(S) Miller R. Brooks

(S) Carolyn Scurato

President

President

(S) LeRoy G. Ziegenfuss

(S) Donald C. Picot

Sec'y Board of Education

Negotiating Chairman

SCHEDULE "A"

Salary Step	Non-Degree Emergency Certificate	Bach. Degree or Fully Certified or 128 College Credits	Bach. Degree plus 15 Graduate Credits	Bach. Degree plus 30 Graduate Credits	Master's Degree
1	\$ 8,150	\$ 8,350	\$ 8,450	\$ 8,550	\$ 8,750
2	8,450	8,650	8,750	8,850	9,050
3	8,775	8,975	9,075	9,175	9,275
4	9,125	9,325	9,425	9,525	9,725
5	9,475	9,675	9,775	9,875	10,075
6	9,850	10,050	10,150	10,250	10,450
7	10,225	10,425	10,525	10,625	10,825
8	10,625	10,825	10,925	11,025	11,225
9	11,050	11,250	11,350	11,450	11,650
10	11,475	11,675	11,775	11,875	12,075
11	11,925	12,125	12,225	12,325	12,525
12	12,375	12,575	12,675	12,775	12,975
13	12,875	13,075	13,175	13,275	13,475

- (a) All increases in all guides will be based on meritorious service.
- (b) Favorable reports by the Superintendent and those charged with supervisory responsibility and approval by the Board of Education are a prerequisite to granting of all increases in salary.
- (c) Progress on the guides shall be automatic until the maximum is reached unless the services rendered are evaluated as unsatisfactory under the rules and regulations of the Board of Education.

SCHEDULE "B"

EXTRA-CURRICULAR SALARY GUIDE

Step	Athletic Coord.	Boys' Basketball	Boys' Baseball	Girls' Basketball	Cross Country	Golf	Cheer- leaders
1	150	400	400	300	250	200	200
2	200	500	500	350	300	250	250
3	250	600	600	400	350	300	300
4	300	700	700	450	400	350	350
5	350	800	800	500	450	400	400