

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

And

**MONMOUTH COUNTY VOCATIONAL
PRINCIPALS' AND
SUPERVISORS' ASSOCIATION**

AGREEMENT

July 1, 2018 – June 30, 2021

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PREAMBLE

This agreement entered into the 1st day of July 2018, 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, Director of Student Counseling Services, or Director of Pupil Personnel certificate.

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 finalize the annual budget in accordance with N.J.A.C.
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.