

AGREEMENT

BETWEEN

OCEAN TOWNSHIP BOARD OF EDUCATION  
AND  
WARETOWN ADMINISTRATORS ASSOCIATION

## ARTICLE 1

### RECOGNITION

In Accordance with Chapter 123, Public Laws of 1974, the Ocean Township Board of Education, hereinafter known as “the Board,” recognizes the Waretown Administrators Association, hereinafter known as "The Association," as the exclusive and sole representative for the collective negotiations, grievances and terms and conditions of employment for all regularly employed certified Supervisory personnel, specifically, Principal/Director of Special Education/School Psychologist, Director of Curriculum Instruction and Management Personnel, and District Assistant Principal, whether under contract, on leave, employed by the Board.

## ARTICLE 2

### NEGOTIATIONS

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment of supervisory personnel and is subject to ratification by both parties.

This Agreement represents and incorporates the complete and final settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplations of either or both of the parties at the time they negotiated or signed this Agreement.

## ARTICLE 3

### GRIEVANCE PROCEDURE

#### A. Definitions:

##### 1. Grievance

A “grievance” is a complaint by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administration decisions and practices affecting an employee or a group of employees.

##### 2. Aggrieved Person

An “aggrieved person” is the person or persons or the Association making the claim.

### 3. Party in interest

A “party in interest” is the person or persons making the claim and any person including the Association or the Board, who might be taken in order to resolve the claim.

### 4. Immediate Supervisor

For the purposes of this Article, the “immediate supervisor” is the District employee to whom the employee or employees report.

## B. Purpose:

The Purpose of this procedure is to secure, at the lowest possible level, solutions to the problems, which may from time to time arise affecting employees. 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. Level One – Immediate Supervisor

An employee with a grievance shall discuss the matter with his/her immediate supervisor in an attempt to resolve it. If this discussion does not resolve the matter to the satisfaction of the employee, he/she may file a written grievance. In order to be timely, a written grievance must be filed within fifteen (15) days of the occurrence of the aggrieved matter. The immediate supervisor shall respond in writing to a written grievance within seven (7) days of its receipt.

### 3. Level Two – Superintendent of Schools

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within seven (7) days, he/she may file the grievance in writing with the Superintendent within seven days of when the response was issued or when the response should have been issued whichever is sooner. The Superintendent shall acknowledge receipt of the grievance and schedule a conference with the affected party or parties of the grievance at which time the Superintendent shall hear the position of the grievance and consider the relief sought. Within ten (10) days the Superintendent shall render his written decision to the aggrieved person or persons.

### 4. Level Three – Board Grievance

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) days after the presentation of the grievance, he/she may file the grievance with the Board Grievance Committee in writing within seven (7) school days of when the response was received or should have been received, whichever is sooner. The grievance Committee shall respond to the grievance in writing within fifteen (15) school days.

If either party believes a joint hearing would clarify the grievance, this hearing may be conducted by mutual consent of both parties. If a hearing is decided upon, the Board Grievance Committee may have an additional five (5) days to render its decision.

#### 5. Level Four – Arbitration

- a. If the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within the time lines set forth in 4. above, it may submit the grievance to arbitration, within seven (7) days after the response was received from the Board Committee or should have been received, whichever is sooner.
- 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 period, a request for a list arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of PERC.
- c. The arbitrator shall limit him/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the agreement between the parties. The decision of the arbitrator shall be Advisory. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's award.
- d. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely within the appropriate Court of Law.
- e. The costs for the services 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 and fees incurred shall be paid by the party incurring same.

#### D. Rights of Employees to Representation

##### 1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or if at her/his option, by a representative selected or approved by the Association. When an employee is not

represented by the Association, the Association may be present and state its views at all stages of the grievance procedure at the discretion of the employee.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any member of the Association.

E. Miscellaneous

1. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved party 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.5.c of this Article.

2. 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.

3. Grievance Forms

Forms for filling grievances, serving grievance notices, taking grievance appeals, and making grievance reports and recommendations and other necessary documents shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. Cost for preparation of said forms will be equally shared by the Association and Board.

ARTICLE 4

EMPLOYEE RIGHTS

A. Required Meetings or Hearings

Whenever any employee is required to appear before any immediate supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position of employment or the salary or any increments pertaining thereto, then he/she 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/her and represent him/her during such meeting or interview. Not to include regular

evaluation/observation conferences. All suspensions will be in accordance with state statutes.

**B. Criticism of Employees**

Any criticism by the immediate supervisor of an employee shall be in confidence and not in the presence of students, parents, and co-workers, except in an emergency.

**C. Association Identification**

No employee shall be prevented from wearing pins or other identification of membership in professional organizations.

## ARTICLE 5

### ASSOCIATION RIGHTS AND PRIVILEGES

**A. Information**

The Board agrees to make available to the Association in response to reasonable requests from time to time all available public information.

**B. Released Time for Meeting**

All Association business should be scheduled after normal work hours. However, when the Board or their appointed representatives find it necessary to meet during normal work hours, the employee shall not incur a loss in pay.

**C. Use of School Building**

The Association and its representatives may request the right to use school buildings at all reasonable hours for meetings. Association meetings shall be scheduled after normal work hours. The Superintendent shall be notified three (3) working day in advance of the time and place of all such meetings. In the event of conflicting schedules, alternate facilities, mutually agreed upon, will be used by the Association.

**D. Use of School Equipment**

The Association may request the right to use school facilities and equipment, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof. Request for use of school equipment will go through the Superintendent and will include fax, telephone, e-mail and photocopying.

## ARTICLE 6

### WORK YEAR

1. All supervisory personnel covered by this agreement shall be 12 month employees. The work year is July 1 to June 30. Administrators hired after July 1, 2014, shall either be 10, 11 or 12 month employees.
2. The in-school work year shall be the school calendar, including those days when pupils are scheduled for attendance and any other days when teacher faculty attendance is mandatory.
3. Paid Vacation – All employees shall be entitled to fifteen (15) working days of vacation annually. Vacation time is earned at a rate of 1.25 days per month. All vacation days shall be available for use on July 1<sup>st</sup> each year of the contract. Employees may use up to five (5) vacation days during the regular school year. Employees may sell back up to two (2) vacation days per year at their full per diem rate. Vouchers for vacation sell back shall be submitted to the Business Administrator no later than June 1<sup>st</sup> each year. All vacation days must have prior approval by the Superintendent.
4. Inclement Weather – Supervisory personnel shall not be required whenever student attendance is not required due to the inclement weather.
5. Accrued Vacation – All employees may, at their discretion carry over into the following contractual year no more than one-half of vacation days credited to the employee the previous July 1<sup>st</sup>. Additional time may be carried over only with advance approval by the Board. At no time, except with advanced approval of the Board may an employee accumulate more than 22 and ½ days of vacation.
6. In the event of permanent separation from the district, the employee or the employee's estate shall be reimbursed for unused accumulated vacation days.
7. Accumulated vacation days are based upon one hundred percent (100%) of the employees' per diem annual salary rate. "Per Diem" under this section is defined as 1/240<sup>th</sup> of the employee's annual salary in effect at the time of separation.

## ARTICLE 7

### SICK LEAVE

1. All employees shall be entitled to 15 days sick leave annually.
2. Unused sick leave days shall be accumulated from year to year with no maximum limit.
3. In the event of voluntary retirement, death, disability or voluntarily leaves the District, the employee or their estate shall be entitled to a lump sum payment for all accumulated sick leave up to one hundred eighty three (183) days of such accumulated leave based upon two-thirds of the current per diem salary of the employee. Current employees shall have their lump sum payment frozen as of July 1, 2014. The employees shall receive a certificate from the Business Administrators office verifying this amount.
4. Administrators hired after July 1, 2014 shall be capped at Fifteen Thousand (\$15,000.00) dollars.

In order to receive the lump sum payment, the employee must have been employed by the district at least ten (10) years.

“Per Diem” under this section is defined as  $1/240^{\text{th}}$  of the annual salary in effect at the time of retirement, death or leaving the District.

## ARTICLE 8

### TEMPORARY LEAVE OF ABSENCE

1. All employees shall be granted four (4) days non-cumulative leave of absence for personal, legal, business, household or family matters which require absence during the school hours.
2. All employees shall be granted time to attend appropriate professional meetings at the local, state and national level. The expenses for said attendance and membership in said professional organizations shall be paid by the Board. In order to attend such meetings and to be reimbursed for them, the employee must obtain written advanced approval of the Board of Education.
3. Bereavement time – Up to five (5) days shall be granted, at any one time in the event of death of an employee’s spouse, child, parent, brother, sister and any other member of the immediate household.



Up to three (3) days shall be granted at any one time in the event of death of an employee's grandparent(s), grandchild(ren), son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law, sister-in-law.

One day shall be granted in the event of death of a relative outside the employee's immediate family as defined above. In the event of the death of an employee or student in the District, the Superintendent shall grant to an appropriate number of employees sufficient time off to attend the funeral.

4. Other leaves of absence with or without pay may be granted by the Board for good reason.

## ARTICLE 9

### EXTENDED LEAVES OF ABSENCE

#### CHILD REARING LEAVE

1. Application for child-rearing leave shall be made by the employee to the Superintendent at least ninety (90) days prior to the anticipated birth of the child.
2. Child-rearing leave shall be granted to all unit members who have been employed in the district for at least four consecutive years. The eligible employee is entitled to take up to sixteen (16) weeks child rearing leave beyond their initial medical leave. The employee may apply for an additional eight (8) weeks leave, the Board of Education shall consider this additional leave on a case by case basis. Such approval will be at the discretion of the Board.
3. Any eligible employee adopting an infant child shall receive leave pursuant to the terms of paragraph 2. Above which shall commence upon his/her receiving de facto custody of said infant, or earlier of necessary to fulfill the requirements for adoption. An eligible employee shall apply for said leave at least ninety (90) days prior to the anticipated date of custody if possible and, if not, as soon as practicable.
4. Nothing shall prevent the employee and the Board from agreeing that the employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board.
5. Unit members shall inform the Superintendent in writing by February 1 of her/his intention to return to work on the following July 1.

6. Any pregnant employee will be deemed eligible for 1) accumulated sick leave to the extent allowable, or, 2) to utilize accumulated sick leave commencing thirty (30) calendar days prior to the expected date of birth and continuing thirty (30) calendar days after the birth.
7. Unused vacation days and sick leave days accumulated prior to leave shall be restored to all employees returning from fulfilling child rearing leave.

#### GOOD CAUSE

Other leaves of absence without pay may be granted by the Board for good reason.

#### BENEFITS

An employee shall be entitled to all existing benefits upon return from leave.

#### EXTENSIONS AND RENEWALS

All extensions or renewals of leaves shall be submitted in writing and responded to in Writing by the Board.

### ARTICLE 10

#### TUITION REIMBURSEMENT

A. Reimbursement—The Board of Education shall reimburse members of the Association up to \$500.00 per credit for tuition for approved college and university courses up to a maximum of 6 credits per year. Members must receive a “B” or better in Board-approved graduate courses in order to be Eligible to receive tuition reimbursement.

B. Approval for courses—Courses must be approved by the Superintendent prior to registration.

C. Promissory note- A promissory note will be drafted, stating three years of employment shall incur or the member will refund tuition costs to the district.

### ARTICLE 11

#### PROTECTION OF EMPLOYEE’S PROPERTY

##### A. ACTION BEFORE BOARD OF COMMISSIONER

Whenever any action is brought against an employee before the Board or before the Commissioner of Education of the State of New Jersey which may affect his employment or salary status, the Board of Education shall reimburse him for the

cost of his defense if the action is dismissed or results in a final decision in favor of the employee.

#### B. ASSAULT

1. Legal Assistance

The Board may give legal support and other assistance for any assault upon the employee while acting in the discharge of his/her duties.

2. Leave

When absence arises out of or from such assault or injury, the employee shall be entitled to full salary and other benefits for the period of such absence but shall not forfeit any sick leave or personal leave.

3. Reimbursement for Personal Property Damage

The Board may reimburse employees for the reasonable cost of any clothing or other personal property damaged or destroyed as a result of an assault suffered by an employee while the employee was acting in the discharge of his duties within the scope of his/her employment.

4. Vandalism

The Board may reimburse employees for any loss of personal property due to vandalism committed on school property while said employee is on duty or attending a school function.

#### C. REPORTING ASSAULTS

1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.

2. Such notification shall be immediately forwarded to the Board who shall comply with any reasonable request from the employee for information in the possession of the Board relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

### ARTICLE 12

#### INSURANCE

##### A.

The Board shall provide health care insurance protection through the State Health Benefits Program for the employee and family. Employee contributions to Health Insurance premiums shall be in accordance with Chapter 78 and attached table of premiums contributions. ( To be renegotiated July 1, 2015 re. Article 13-B reopener)

1) The Board of Education shall provide a 125/ Cafeteria Benefit Plan through Health Benefits Express. This is a voluntary option provided to every member. The member will pay an annual fee of \$1.10 to set up their plan and

\$5.00/ month to maintain. This option must be renewed July 1 of each year of the contract.

B.

If the Board withdraws from State Health Benefits in the future medical coverage will revert back to: Employees hired before July 1, 1996 shall receive such coverage at Board expense. An employee who desires to select any other insurance plan which is provided by the District may do so by paying the premium for the selected plan which is in excess of the POS premium at the same enrollment level. Employees who waive medical insurance under a private health care insurance company will receive 50% of the premium cost in two (2) installments. (January and June) They will establish a section 125 plan.

C.

A dental plan shall be provided for all employees on the salary guide. During the term of the 2014-2015 contract, the Board shall absorb the full cost of this insurance.

D.

Beginning July 1, 1997, there shall be no separate prescription insurance offered. The Board shall, beginning July 1, 1997, reimburse eligible employees for the full difference between the prescription cost and the amount covered by their medical insurance. Prescriptions must come from participating pharmacies in the POS plan to be eligible. Reimbursement will be on a semi-annual basis and receipts will be required. Employees who choose not to participate in the POS plan and submit prescription costs to their major medical insurance will be reimbursed for 10% of the prescription cost after applicable deductibles have been met. The parties agree to extend the agreement previously reached on payment/reimbursement of prescriptions.

E.

Employees hired after June 30, 1996, shall receive single coverage "POS" medical, dental, and prescription insurance at Board expense. Upon completion of three continuous years of employment they shall become eligible for the prevailing full-family coverage at Board expense. During his/her first three years of employment an employee may opt for full-family coverage by paying the difference in premium between single and full-family.

F.

Employees who retire on a service retirement may remain in insurance group plans at their own expense where such participation is allowed by the carrier. The retiree must immediately enroll in the desired coverage(s). A break in participation ends the retiree's participation in the coverage. The Business Office shall provide to each eligible retiree a list of the procedures with respect to participation.

F.

Description of Coverage

The Board shall provide to each employee a description of the health care insurance coverage provided under this Article, including a clear description of conditions and limits of coverage as listed above.

G.

In order to be eligible for coverage under A., B. and C. above, the employee must be regularly scheduled at least 20 hours per week.

### ARTICLE 13

#### DURATION OF AGREEMENT

A. Duration Period

This agreement shall be effective as of July 1, 2014 and shall remain in effect through June 30, 2017.

B. Reopener

The parties agree to reopen negotiations with the sole and limited purpose of negotiating Article 12 – Insurance for the final two (2) years of this agreement July 1, 2015 through June 30, 2016.

### ARTICLE 14

#### SALARIES

2014 – 2015	2.25% salary increase.
2015 – 2016	2.00% salary increase
2016 – 2017	2.00% salary increase

Board of Education representatives:

Pete M. Sweeney Date \_\_\_\_\_

A. Annette Stride Date \_\_\_\_\_

[Signature] Date \_\_\_\_\_

[Signature] Date \_\_\_\_\_

Maureen E. Kellogg 10/16/14

Association representatives: \_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_