



1809

Agreement Between

**OCEAN COUNTY VOCATIONAL
BOARD OF EDUCATION**

and the

**OCEAN COUNTY VOCATIONAL-TECHNICAL
ADMINISTRATORS ASSOCIATION**

July 1, 1994 through June 30, 1997

February 15, 1995

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Article I

Recognition

In accordance with New Jersey Statute 34:13A-1 (Chapter 123 Laws of 1974), the Board hereby recognizes the OCVTS Administrators Association as the exclusive and sole representative for the collective negotiations concerning the terms and conditions of employment for all Principals, Vice Principals, and Supervisors employed by the Board .

Article II

Grievance Procedure

A. Definition

A "grievance" is defined as a complaint by any employee and/or the association that there has been an unjust application, interpretation, or decision affecting the terms and conditions of employment of said employee provided for by this agreement.

B. Procedures

Grievances must be initiated by the association within fifteen (15) calendar days of its occurrence.

Step 1

1. An individual who has a complaint shall discuss it first with his/her immediate supervisor in an attempt to resolve the matter informally. However, if the complaintant is the Administrator's Association, the discussion shall automatically proceed to step 2

2. If the problem is not resolved within five (5) working days, the matter will proceed to step 2.

Step 2

A written document stating the alleged grievance must be submitted to the superintendent or designee. The superintendent will call an informal meeting within ten (10) working days to resolve the matter. If the matter is not resolved or the superintendent fails to act within five (5) working days, the Administrators Association shall proceed to step 3.

Step 3

A written grievance shall be filed with the Board Secretary. This document will contain (a) a written reply from the superintendent indicating his/her position on the matter and (b) a copy of the original document stating the alleged violation. The matter will be placed on the agenda and a decision reached by the Board of Education at its next regularly scheduled meeting following the receipt of the grievance. The decision will be communicated in writing to the Administrators Association within five (5) days following the meeting.

Article IIILeaves of Absence**A. Sick Days**

All Administrators covered by the terms and conditions of this contract shall be entitled to twelve (12) sick days per year. Unused sick days shall be accumulated from year to year. One (1) additional day shall be added after five (5) and ten (10) years in the district to a total maximum of fourteen (14) days per year. These are accumulative.

B. Temporary leaves of absence with pay

1. Leave is provided for three (3) days per year for bona fide business of personal nature, such as requires the administrators presence during working hours and which cannot be attended to at any other time provided, however, the superintendent approves the leave in advance. Such approved leave shall be without reduction of pay.

Each year, unused personal leave shall be converted to the unused sick leave total available to the administrator for compensation at the time of retirement under Article V. This day(s) shall not be used as accumulated sick leave.

2. Up to five (5) school days at any one time shall be granted to administrators in the event of death of a spouse, child, son-in-law, daughter-in-law, parent, mother-in-law, father-in-law, brother and sister.

3. In the case of the death of a near relative, defined as first cousin, grandparent, uncle, aunt, niece, nephew, sister in-law, brother-in-law, there shall be no deduction in salary for absence on the day of the funeral subject to advance notice and approval of the superintendent or designee.

4. No leave of absence shall be granted due to other business or gainful employment.

5. Professional leave for such purposes as attending meetings, seminars and visiting other schools may be granted at the discretion of the Board upon recommendation of the Superintendent.

C. Vacation Days

1. Administrators employed under a twelve (12) month contract shall be entitled to twenty-two (22) vacation days annually. Vacation days must be taken subsequent to the year in which they were earned and may not be carried over into the next school year. Additionally no vacation request will be honored one week prior to the start of a new school year.

2. (a) For administrative employees hired after July 1, 1994, vacation shall be earned according to the following schedule:

▶ for years 1 through 3 of employment	=	10 days
▶ for years 3 through 7 of employment	=	15 days
▶ for years 7+	=	22 days

(b) To earn vacation time, only years served as a twelve (12) month administrator in the Ocean County Vocational Technical School District shall count.

(c) The Board of Education reserves the right to waive this provision, on a case-by-case basis, for new administrators who are promoted from within the district teaching staff.

Article IV

Insurance Protection

Health Insurance

Administrators shall be eligible for medical insurance according to the following:

- A. The Board shall provide the New Jersey State Health Benefits Plan, or an equivalent plan, for each administrator. The Board of Education shall fund the cost of individual, parent/child, husband/wife, or family coverage, as appropriate.
- B. Should an administrator elect to join a health maintenance organization, the cost of any such program which exceeds the cost of the New Jersey State Health Benefits Plan shall be borne by the employee through payroll deductions.
- C. The Board shall fund the cost for each administrator of single, parent/child, husband/wife, or family prescription coverage and dental coverage, as appropriate.
- D. It shall be understood by both parties that the cost of all the above benefits for 1996-97 will establish the base-year figure for insurance benefits costs and that any future increased costs in insurance benefits shall be paid by the employees or be negotiated by way of any future salary settlement.

Disability Insurance

An administrative employee shall be reimbursed for the Washington National Income Protection Plan, or any other income protection plan, upon presentation of a receipt for payment. Said receipt shall be submitted to the Board Secretary's office for payment and reimbursement shall not exceed three hundred dollars (\$300) per year.

Article V

Terminal Leave Remuneration

Sick Leave Remuneration

A retiring administrator who notifies the Board of Education in writing on or before December 1st prior to the year of retirement, and who actually files a retirement paper with the N.J. State Retirement System shall be entitled to receive compensation for unused sick days and personal days at a rate of \$125.00 per day up to a maximum of \$25,000.

Failure to do so by December 1st will result in forfeiting this benefit until the following school year.

In the event of death of the retired administrator, prior to collecting the full benefit under the terms of the within paragraph, his/her estate shall be paid the remainder.

At the option of the employee, all payments for unused sick leave under this provision may be made in two (2) equal installments, the first payment thirty (30) days after the employee's actual retirement date, and the second payment on the first anniversary date of the employee's actual retirement. The employee shall notify the Superintendent which option he/she chooses, no later than thirty (30) days prior to actual retirement. This provision is subject to the restriction contained in paragraph two (2) above.

Article VI

Terminal Paid Health Benefits Upon Retirement

Upon retirement, administrative employees are entitled to health benefits as per the provisions of the New Jersey State Health Benefits Plan.

Article VII

Professional Development

A. Sabbatical Leave

Sabbatical leave will be granted subject to the following conditions:

1. Availability of funds.
2. The administrator must have ten (10) years continuous employment in the district; seven (7) of these years must have been classified administrative.
3. The request for sabbatical must be submitted to the superintendent before December 1 of the year prior to the sabbatical.
4. Fifty percent (50%) of the administrators salary will be paid plus medical and insurance benefits for one full year.
5. A mid-year and end of the year professional development progress report will be submitted to the superintendent's office.
6. The administrator requesting the sabbatical will sign an agreement to return to full time employment following the completion of the sabbatical leave.
7. Upon return, the administrator shall be placed upon that step of the guide which was earned at the time of taking the sabbatical leave.

B. Courses, Seminars, Workshops, Conferences, Advanced Degrees

The Board of Education recognizes the need to encourages its professional staff to continue to expand their technical/administrative competencies. Consistent with this philosophy, the following guidelines are established:

Reimbursement for costs related to single courses, seminars, and other professional development activities will be reviewed by the superintendent and Board of Education. When requests for such activities are consistent with recommendations made in professional improvement plans, the recommendations made in the professional improvement plan, the full cost incurred by the administrator will be reimbursed.

C. Course Reimbursement

Reimbursement for the tuition of graduate courses taken and approved by the Superintendent shall be made by the Board of Education. Such reimbursement will be a maximum of no more than \$100.00 per credit. Maximum entitlement for reimbursement shall be nine (9) credits per year including summer.

D. Professional Dues

The Board of Education will assume the cost of dues for some Professional Associations (based upon recommendation of the superintendent) up to \$500.00 per year exclusive of the dues for the American Vocational Association, which will be paid for each administrator. The list of said associations is to include: NJVEA, NJPSA, NASSP, OSCP, OCPGA, ASCD, NJHOA, and NJT & T. Each member of the association shall be limited to six choices.

Article VIII

Agency Shop Clause

If any Principal, Vice Principal, or Supervisor does not become a member of the Ocean County Vocational Technical School Administrators Association during the Membership year (September 1 to August 31) which is covered in whole or in part by this agreement, said administrator will be required to pay a representative fee to the Association for that membership year. The purpose of this fee will be to offset the administration per capita cost of services rendered by the association as majority representative.

Prior to the beginning of each membership year, the association will notify the Board of Education, in writing of the amount of the regular membership dues, initiation fees and assessments charged by the association to its own members for that membership year. The representation fee to be paid by the non-members will not exceed eighty five percent (85%) of that amount.

Any new administrator within the unit who fails to join the association within sixty (60) days will be added to the agency shop for deductions.

Article IX

Savings Clause

All of the terms and conditions prior to this agreement shall remain in effect, except those added, deleted or modified by this agreement.

Article X

Rights of the Board

A. Except otherwise provided in this agreement and under the provision of New Jersey Statute 34:13A-1 (Chapter 123, Public Law 1974), New Jersey Employer and Employee Relations Act, the Administrators Association recognizes that the Board has the responsibility and authority to manage and direct in behalf of the public all the operations and activities of the Ocean County Vocational-Technical School.

B. Anything to the contrary notwithstanding, nothing contained in any section, paragraph, or sub-section of this agreement shall be interpreted in any manner or be construed as to indicate that the Board has waived rights which are expressly required by the courts to retained by the Board.

Article XI

Duration of Agreement

This Agreement shall be effective as of July 1, 1994 and shall continue in full force and effect until June 30, 1997, or until such time as successor agreement has been completely negotiated and accepted by both parties.

Article XII

Salary

A. Administrative employees hired after July 1, 1994, for the first three (3) years of their employment, may be employed at a salary that is not more than twenty percent (20%) less than step one (1) of the appropriate salary guide. Said salary shall be set at the discretion of the Board of Education based upon an evaluation of the employee's experience and subsequent performance.

B. For administrative employees hired after July 1, 1994, after three (3) full years of satisfactory service from the date of hire as an administrator in the Ocean County Vocational Technical School District, an administrator shall be placed at least on step one (1) of the appropriate salary guide.

C. Administrators hired from within the teaching staff of the district, shall have their years of service as a teacher within the district credited towards the longevity provisions contained herein.

D. Any administrator or supervisor hired after July 1, 1992, must be employed for a minimum of six (6) months in order to advance to the next higher step on the salary guide. Any administrator or supervisor employed for less than six (6) months in their first year of employment will remain on the same step of the appropriate salary guide for the second year of employment and then proceed through the salary guide as described in the above paragraphs.

E. Salary guides for the duration of this agreement are attached hereto and made a part hereof as Schedules A-1, A-2, and A-3.

Article XIII

Administrative Work Year

1. The work year for all twelve month administrators shall be as follows:

[a] The school calendar from the first day teachers report through the last day teachers report.

[b] all weekdays during the remainder of the calendar year with the exclusion of the following holidays;

- ▶ July 4
- ▶ Labor Day*
- * if not within the school calendar

2. The Superintendent reserves the right to require the attendance of administrative staff members on regularly scheduled holidays, due to unforeseen circumstances or in emergency situations. In such case, the Superintendent shall arrange for equal, comparable time for the administrator(s) called in, on a mutually acceptable, case-by-case basis.

Article XIV

Miscellaneous

1. The Administrators Association agrees to promote the implementation and use of a district wide direct deposit banking system for salary checks. This system will be implemented by the Board of Education on a voluntary basis. The Board will make an effort to make the system broad enough to meet the banking needs of the administrators. There shall be no cost to the Board for instituting such a system. Should a cost result, the Board reserves the right to cancel such arrangements, unilaterally.

2. The Administrators Association agrees that should the Board of Education arrange to implement an Employee Assistance Program, the administrators will share the cost of the program with the Board of Education to maximum of fifty percent (50%) of the cost of the plan, each individual administrator's share not to exceed twenty-five dollars (\$25) per year.

Ocean County Vocational Technical Schools

Schedule A-1

ADMINISTRATIVE SALARY GUIDE

1994-95

<u>Step</u>	<u>Principals</u>	<u>V.P.</u>	<u>Supv</u>
1	73650	63400	55500
2	74650	64500	57000
3	75650	65500	58000
4	76720	66390	59000
5	76890	66866	60000
6	77510	67386	61000
7	78130	67906	62000
8	78750	68426	63000
9	79370	68946	64000
10	80000	70000	65000

Longevity (Service in the District)

Longevity shall be paid according to the following schedule.

6th year through 10th year	Salary +	\$700.00
11th year through 15th year	Salary +	\$1,200.00
16th year through 20th year	Salary +	\$1,700.00
21st year on	Salary +	\$2,200.00

Ocean County Vocational Technical Schools

Schedule A-2

ADMINISTRATIVE SALARY GUIDE

1995-96

<u>Step</u>	<u>Principals</u>	<u>V.P.</u>	<u>Supv</u>
1	75410	64560	57500
2	76910	65840	59000
3	77910	66675	60500
4	78560	67690	61500
5	79210	68615	62500
6	79860	69540	63500
7	80510	70280	64500
8	81160	71020	65500
9	81810	71700	66500
10	82500	72500	67500

Longevity (Service in the District)

Longevity shall be paid according to the following schedule.

6th year through 10th year	Salary +	\$700.00
11th year through 15th year	Salary +	\$1,200.00
16th year through 20th year	Salary +	\$1,700.00
21st year on	Salary +	\$2,200.00

Ocean County Vocational Technical Schools

Schedule A-3

ADMINISTRATIVE SALARY GUIDE

1996-97

<u>Step</u>	<u>Principals</u>	<u>V.P.</u>	<u>Supv</u>
1	77520	65860	60000
2	79020	67160	61500
3	79770	68110	63000
4	80520	69060	64000
5	81270	70010	65000
6	82010	70960	66000
7	82750	71935	67000
8	83490	72935	68000
9	84230	73935	69000
10	85000	75000	70000

Longevity (Service in the District)

Longevity shall be paid according to the following schedule.


6th year through 10th year	Salary +	\$700.00
11th year through 15th year	Salary +	\$1,200.00
16th year through 20th year	Salary +	\$1,700.00
21st year on	Salary +	\$2,200.00

Article XV

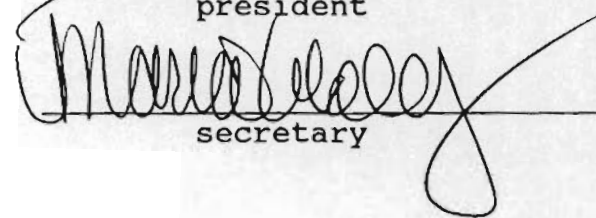
Signature Article

In witness whereof the parties have affixed their respective signatures this 17th day of February 1995.

FOR THE BOARD

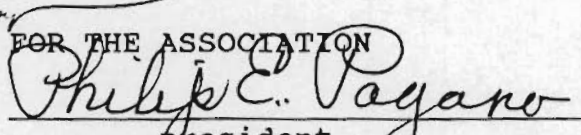


president

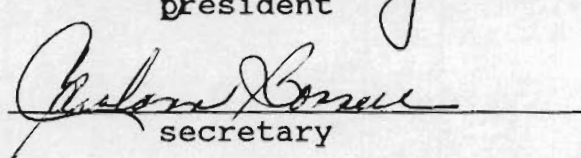


secretary

FOR THE ASSOCIATION



president



secretary

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REPLY TO _____

Ocean County Vocational-Technical Board of Education

-and-

Ocean County Vocational-Technical Administrators Association


Re: Article VI (1992-94 Agreement)

During negotiations for a successor agreement to the 1992-1994 contract between the parties, it was agreed that the above-captioned article would be removed from the contract and replaced with new language. Pending the decision of the Appellate Division of the Superior Court in Hamilton Township Education Association and Hamilton Township Board of Education, the former language shall be dealt with as follows:

- A. Should the Appellate Court rule in favor of the Hamilton Township Board of Education, the former contract language shall become null and void.
- B. Should the Appellate Court rule in favor of the Hamilton Township Education Association, the former article shall be reopened for negotiations.

The purpose of this letter is to memorialize this understanding outside the contract.

Witness:



Robert C. Shea

A copy of this letter has been received by both parties.

SHEA & NOVY

Ocean County Vocational-Technical Board of Education
-and-
Ocean County Vocational-Technical Administrators Association
Page 2

FOR THE BOARD

Philip E. Pagano
PRESIDENT

Carol Ann Bonuc
SECRETARY

DATED: 2/27/95

FOR THE ASSOCIATION

[Signature]
PRESIDENT

[Signature]
SECRETARY

DATED: 3/8/95

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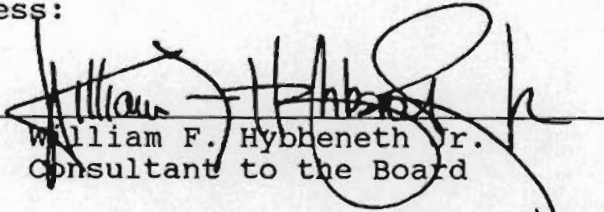
Ocean County Vocational-Technical Board of Education
- AND -
Ocean County Vocational-Technical Administrators Association

Re: Administrative Employees Hired After July 1, 1994

During negotiations for a successor agreement to the 1992-1994 contract between the parties, it was agreed that with regard to any administrative employee hired below step 1 of the appropriate guide, pursuant to Article XII of the agreement, the cost of moving said individual to Step 1 shall be borne by the Board of Education - outside of the increment cost for the unit. Additionally, the salary of said individual shall not be considered part of the base cost for the unit until the individual is being paid on Step 1 or above.

The purpose of this letter is to memorialize this understanding outside the contract.

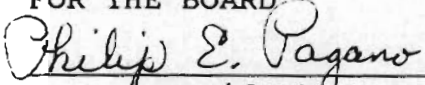
Witness:



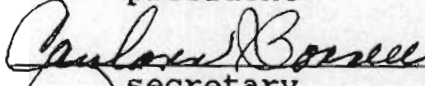
William F. Hybbeneth Jr.
Consultant to the Board

A copy of this letter has been received by both parties.

FOR THE BOARD



Philip E. Pagano
president

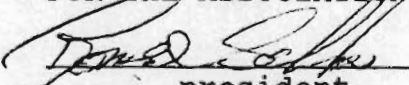


Pauline Borelli
secretary

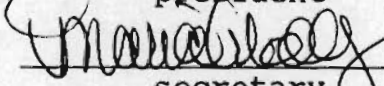
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FOR THE ASSOCIATION



Ronald S. S. S.
president



M. M. M.
secretary

3/8/95
date