

**AGREEMENT**

**Between**

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

**And**

**MERCER COUNTY VOCATIONAL  
ADMINISTRATORS/SUPERVISORS ASSOCIATION**

**2006-2007 TO 2008-2009**

## TABLE OF CONTENTS

ARTICLE	DESCRIPTION	PAGE
	Board Rights .....	3
	Recognition .....	3
I	Work Year .....	4
II	Maternity Leave .....	4
III	Vacations .....	6
IV	Sick Leave .....	7
V	Contingency Leave .....	9
VI	Longevity Allowance .....	10
VII	Salary .....	10
VIII	Fringe Benefits .....	12
IX	Job Security for the Supervisor of Buildings & Grounds. .	15
X	Certificate of Insurance .....	16
XI	Grievance Agreement .....	16
XII	Duration of Agreement .....	17
	Salary Guides	

## **BOARD RIGHTS**

The Board of Education of the Vocational Schools in the County of Mercer on its own behalf retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon an vested in it by law and the Constitution of the State of New Jersey and of the United States including the foregoing, without limiting the generality of the determination and administration of educational policy; the operation of the school; the management and control of materials used for instruction; and the selection, direction, transfer, promotion, discipline or dismissal of all personnel. Nothing contained herein shall be construed to deny the Board such rights as they may have under New Jersey Laws or other applicable laws and regulations except as otherwise provided in this Agreement.

## **RECOGNITION CLAUSE**

In accordance with Chapter 123, Public Laws of 1974, the Board of Education of the Vocational Schools in the County of Mercer, (hereinafter known as the “Board”), hereby recognizes the Mercer County Vocational Administrators/Supervisors Association, (hereinafter known as the “Association”), as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for the following full-time positions:

Principal  
Supervisor of Secondary Education  
Supervisor of Buildings of Grounds

Unless otherwise indicated, the term “employee” or “Association member” when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the negotiating unit as defined above. All references to males shall be read to cover females as well, except where specifically stated otherwise.

## **ARTICLE I**

### **WORK YEAR**

- A. Employees who receive no extra compensation for evening work are not limited to specified hours, but they are expected to give whatever time is necessary to accomplish the work assigned to them. Those so employed are expected to keep the office to which they are assigned informed as to where they are during the hours the office is open for business.
- B. Certificated and non-certificated employees covered under this Agreement shall work all weekdays of the year except as follows:
  - 1. They shall not be required to work on vacation days as provided in Article III of this agreement.
  - 2. They shall receive not less than fourteen (14) scheduled holidays in observance of the following:

July 4	NJEA Convention (Veteran's Day)
Labor Day	Christmas Eve
Thanksgiving Day	Christmas Day
Thanksgiving Friday	New Year's Day
Good Friday	Martin Luther King Day
NJEA Convention (1 day)	Memorial Day

Note: The exact schedule for the observance of the (12) listed holidays shall be established annually by the Board. An additional two holidays shall be scheduled by the Board within the ten-month student calendar.

- 3. They shall be guaranteed not less than ten (10) additional non-work days scheduled during or in lieu of Winter and Spring recess.

## **ARTICLE II**

### **MATERNITY LEAVE**

The Board shall grant maternity and/or child-care leaves to any employee upon request subject to the following stipulations and limitations:

- A. 1. The Board shall grant a leave of absence for medical reasons associated with pregnancy on the same terms and conditions governing leaves of absence for other illness or medical disability as set forth in N. J. S. A. 18A:30-1 et seq. and

Article IV, "Sick Leave" of this Agreement. An employee on such a leave may, if she desires, use her accumulated sick leave for the period of disability related to her pregnancy and childbirth.

2. An employee who becomes pregnant shall notify the Board of the anticipated due date at least three (3) months prior to said date. Such notification shall be accompanied by certification from a physician regarding the anticipated due date.
  3. Such employees shall notify the Board of the date on which they plan to commence their pregnancy disability leave thirty (30) days prior to the beginning of the leave. No physician's certification shall be required for leaves that commence within four (4) calendar weeks prior to the anticipated due date and terminate within four (4) calendar weeks after the anticipated due date. The Board may require the employee to produce a certificate from a physician in support of requested leave dates commencing earlier than four (4) calendar weeks after the anticipated due date. If the Board desires a second medical opinion, the employee may, at her option, obtain a second opinion from the Board's physician at Board expense or from mutually agreed second physician at her own expense.
  4. Employees who notify the Board of certain anticipated disability dates and who subsequently require medical leave earlier than the dates initially requested, or extending beyond the termination date originally requested, shall be entitled to use their accumulated sick leave during the additional period of time. The Board may require the employee to produce a certificate from a physician in support of the modified leave dates. If the Board desires a second medical opinion, the employee may, at her option, obtain said second opinion from the Board's physician at Board expense or from a mutually agreed second physician at her own expense.
  5. Nothing in this Section A shall be construed as limiting a pregnant employee's right to take disability sick time prior to giving notice whenever such need arises.
- B. Child-rearing leaves without pay shall be granted for the duration of the school year in which they commence and shall be renewed for tenured staff for one (1) additional year at the employee's request. Such leaves shall commence immediately following the period of pregnancy disability in the case of the mother, and the point of childbirth in the case of the father. Such leaves shall be applied for at least sixty (60) school days prior to the requested commencement date.
- C. Any employee adopting a child (up to his/her fifth (5<sup>th</sup>) birthday) shall be granted a child-rearing leave as set forth in paragraph B above except that the leave shall commence upon physical custody of the child, or earlier if necessary to fulfill the requirements of the adoption agency, and application shall be made as soon as the employee has been approved by the adoption agency.

- D. Any employee may request an early return to duty from child-rearing leave by notifying the Superintendent of Schools in writing. The Superintendent shall respond with his/her decision within four (4) weeks of the request.
- E. Advancement on the salary guide shall be as follows: The employee shall be granted a full salary step if he/she worked sixty-five (65%) percent of his/her work year, either ten (10) month or twelve (12) months, in which the leave commences. Paid sick leave shall count as time worked for purposes of salary guide movement.
- F. Unpaid leaves under this Article shall not be counted for tenure attainment.

### **ARTICLE III**

#### **VACATIONS**

- A. Vacations shall not be cumulative from one year to another. However, this shall not prohibit the Superintendent from permitting an employee to take a vacation earned by service in one school year within a reasonable time after the beginning of the next school year. The pay during the time of vacation shall represent the employee's regular salary amount approved for the particular school year.
- B. The time of all vacations shall be at the discretion of the Superintendent.
- C. No one who has been employed less than three month shall be granted a vacation.
- D. In figuring vacations, Saturdays, Sundays, and Legal Holidays shall not be counted.
- E. Those covered under this Agreement shall be entitled to a total of twenty (20) vacation days per school year. Vacation schedules must be submitted to the Superintendent for prior approval.
- F. One week's vacation time may be taken in days.

## ARTICLE IV

### SICK LEAVE

- A. Employees covered by this Agreement shall not be absent from work without first obtaining permission from the Superintendent unless the absence is caused by personal illness which is covered by sick leave.

Sick Leave is hereby defined to mean the absence from an employee's post of duty because of personal disability due to illness or injury, or because the employee has been excluded from school by the medical authorities because of a contagious disease, or of being quarantined for such a disease in his/her immediate household.

- B. A doctor's certificate stating the illness, the inability of the employee to report for work, and the period of such disability, will be required in case of absence because of personal illness for more than three (3) consecutive days.

- C. In case of personal illness, an allowance of full pay will be made for fourteen (14) working days in any school year for twelve-month employees after three months of continuous service. If any such person requires, in a school year, less than the specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative and may be used for additional sick leave with full pay in subsequent years except as provided in paragraphs D & E below.

- D. 1. Upon retirement under the rules and regulations of the New Jersey Teachers Pension and Annuity Fund or the Public Employees Retirement System of New Jersey, the Board shall provide supplemental compensation for unused sick leave.
2. For employees hired and on the payroll prior to July 1, 1988, the procedure for determining compensation shall be fifty percent (50%) of the unused portion of sick leave accumulated with the school district as of July 1 of the last year of employment, times the daily rate of pay established by the existing guide at the time of retirement. For employees hired and on the payroll commencing on or after July 1, 1988, the procedure for determining compensation shall be fifty percent (50%) of the unused portion of sick leave accumulated with the school district as of July 1 of the last year of employment, times one-half the daily rate of pay established by the existing guide at the time of retirement.
3. The maximum payments under this clause shall be \$1,000 per year of service in the district for *for Principals, the Supervisors of Secondary Education and the Supervisor of Buildings and Grounds*.
4. All new employees hired after July 1, 2000, the maximum payment under this clause shall be \$10,000.

5. To qualify for the supplemental compensation, personnel must submit written notification to the Superintendent on or before December 1, of their intention to retire the following July 1; if notification is provided after December 1, payment shall be made on or about the second July 1 following notification. An employee may elect to receive supplemental sick leave compensation as a single lump sum payment or annually over a two (2) year period.
  6. In event of death of an employee prior to retirement, benefits payable under this section shall be paid to his/her estate.
- E. In addition to paragraph D, employees shall be eligible annually to receive supplemental compensation based on the following:
1. "Eligible days" are those days accumulated each year over and above ten (10) days, i.e., the first ten (10) days per year of unused sick leave are not eligible for conversion to supplemental compensation but are accumulated per law as sick leave for use in the future or for supplemental compensation under paragraph D upon retirement. Employees with ten (10) days or less remaining of their annual allotment of fourteen (14) days at year's end have no eligible days for annual supplemental compensation.
  2. Days converted annually to supplemental compensation are not carried forward for use in the future as accumulated sick leave or supplemental compensation at retirement, but are permanently erased from the employee's sick leave account.
  3. Payment shall be in accordance with paragraph D.2 above.
  4. Payment shall be made in July for eligible days accumulated in the preceding school year.
  5. Participation in the annual supplemental compensation program outlined above is voluntary.
  6. Payment shall be based on the number of days an employee has accumulated compared to the number of days he/she earned during his/her years of employment in the school district. No payment is available for the first ten (10) days of sick leave earned in each year based on the average number of days accumulate per year. Therefore, the formula shall be as follows:

$$\begin{array}{r}
 \text{Number of days earned since employment} \\
 \text{minus} \\
 10 \times \text{number of years of employment} \\
 \text{equals} \\
 \text{Number of days eligible for payment}
 \end{array}$$

All days relevant to this formula shall reflect prorating for any years of partial service.

7. Sick days converted to supplemental compensation are not carried forward for use in the future as accumulated sick leave or for supplemental compensation at retirement, but are permanently erased from the employee's sick leave account.

## **ARTICLE V**

### **CONTINGENCY LEAVE**

- A. In addition to sick leave, absence without salary deduction shall be allowed in the amounts specified for each of the following cases provided that the total number of days so used do not exceed six (6) in any one school year. Contingency leave days are as follows:
  1. In case of the death of a nephew, niece, uncle, aunt, brother-in-law or sister-in-law, or grandparent no deduction in salary will be made for absence on day of the funeral.
  2. In the case of sickness in the immediate family (see E below), no deduction will be made for one day of same sickness.
  3. In case of absence by reason of court subpoena, no deduction will be made except where the absentee is a party to the suit.
  4. Employees on a full-time permanent basis will be entitled to four (4) days of contingency leave during the school year (July 1 through June 30) for personal business, including religious observations.
- B. Contingency leave will be granted only if a written reason for the request is submitted in advance to the Superintendent for approval.
- C. Contingency leave will not be charged against vacation time, but cannot be taken in conjunction with vacation.
- D. Contingency leave days remaining unused at the end of the school year will not be carried over into the next school year.
- E. In case of death of a wife, husband, father, mother, son, daughter, father-in-law, mother-in-law, and brother, sister, child, or grandchild no deduction of salary will be made for absence on work days included in the five (5) day period following each such death.

- F. Effective July 1, 2003, contingency leave days pursuant to Article V (A) (4) remaining unused at the end of the school year will accumulate as sick leave pursuant to Article IV.

## ARTICLE VI

### LONGEVITY ALLOWANCE

- A. The Board shall provide a longevity allowance for employees in addition to their regular salary as indicated:

15 years – An employee after the fifteenth (15<sup>th</sup>) year of employment with the school system shall receive a longevity allowance *of \$1050* plus his/her regular annual salary.

20 years – An employee after the twentieth (20<sup>th</sup>) year of employment with the school system shall receive longevity allowance *of \$1300* plus his/her regular annual salary.

25 years – An employee after the twenty-fifth (25<sup>th</sup>) year of employment with the school system shall receive longevity allowance *of \$1,550* plus his/her regular annual salary.

## ARTICLE VII

### SALARY

- A. Salary

1. Salary will be paid by check every two (2) weeks or the nearest working day, if these dates fall during holidays or weekends.
2. Under no circumstances will the Board make payroll advances other than for vacation periods. Advance vacation pay will only be honored if requested one payroll in advance.

3. When an employee is absent from his/her post of duty resulting from injury caused by an accident in the course of his/her employment, the Board shall continue payment of the employee's salary for a period of one year. The employee is required to reimburse the Board for any workers' compensation award received for wage replacement or in lieu of salary. An employee's regular salary will be reduced by the amount of the bi-weekly workers' compensation award. When a workers' compensation check is received, it will be forwarded immediately to the employee. Copies of the check or back up showing the period covered will be kept in the employee's file. At the next regularly scheduled Board payroll date, the employee will receive a gross salary check equal to his/her regular salary less the workers' compensation award received. Payroll deductions will be based on the "net gross pay" (i.e., regular salary less workers' compensation), except for the employee's pension contribution which must be based on his/her full pension salary. If an employee receives an award or settlement from Workers' Compensation other than for wage replacement or in lieu of salary, that award or settlement shall not be reimbursed to the Board. During said temporary disability, the employee shall not be deducted for sick leave. All medical benefits will continue on the same level as if the employee were not disabled.
4. Salary guides for all employees covered by this Agreement are attached hereto and made a part hereof.
5. Salary increases may be withheld by the Superintendent if professional service is unsatisfactory. Unsatisfactory performance can be attributed to the "evaluation of job performance", "insubordination", "failure to comply with Board policies", or "lack of professional ethics". These reasons are intended to be all-inclusive. The aggrieved employee has the right to appeal to the Board in accordance with the Grievance Procedure (Article XI) of this agreement.
6. Recognition for professional development, namely an additional increment, shall be given to those employees covered by this Agreement who attain degrees above and beyond his/her position requirements. A copy of the degree shall be presented to the Superintendent for verification and the Superintendent will then make a recommendation to increase the employee's salary by one increment effective July 1 of the next school year.

B. Salary Deductions

1. The Board offers many benefits to employees through payroll deductions. The only compulsory deductions are Federal Income Tax, F.I.C.A. (Social Security), State Income Tax, State Unemployment Tax, and the Teachers Pension and Annuity Fund or the New Jersey Public Employees' Retirement System.

2. State contributory insurance is compulsory for one year. After the first year, contributory insurance may be discontinued; however, it may not be reinstated once it is discontinued.
3. The following optional deductions will be made from the employee's pay upon written authorization by the employee: Delaware Valley United Way (D.V.U.W.), Health Maintenance Organization fees, United States Savings Bonds, Washington National, Tax Deferred Annuities, and other deductions as approved by the Board.

## **ARTICLE VIII**

### **FRINGE BENEFITS**

#### **A. Health Benefits Program**

1. Effective July 1, 2000, the Board will provide medical insurance equivalent to the Grinspec Insurance Proposal (consisting of three plans: PPO, Traditional and HMO) including a wrap-around prescription plan for each plan. The Board will cover all full-time employees covered by this Agreement and their dependents.
2. The Board will pay the premium for the full coverage for full-time employees covered by this Agreement and 100% for dependents coverage under the medical insurance plan referenced above. All new employees hired on or after July 1, 2000 shall be provided only with the Grinspec PPO plan for the employee and dependents for the first four years of employment. Should the employee during their first four years of employment want a plan other than the PPO (which would be either the Traditional or HMO), then the employee may select such other plan and shall pay the difference between the Traditional or HMO cost for the employee and/or dependent(s) and the Board paid PPO coverage. After four (4) years of employment, the employee may select at the next open enrollment period (July 1 of each year) any of the three insurance plans provided in the Grinspec Proposal at no cost to the employee.

- B. Effective July 1, 2000, the Board shall provide prescription coverage pursuant to the Grinspec Insurance Proposal which includes wrap-around prescription.

#### **C. Dental Plan**

The Board agrees to provide a Dental Plan to its employees effective July 1, 2000 with a premium paid by the Board for any level of coverage except family, subject to 75% of the employees' participation. Employees selecting family coverage shall pay the following premium:

**2006-2007 - \$25.50 per month**

**2007-2008 - \$25.50 per month**

**2008-2009 - \$25.50 per month**

***Effective 90 days after the final approval of a new Agreement between the Board and the Association by both parties, but no earlier than July 1, 2006, the maximum benefits payable annually for covered dental expenses for an eligible person shall be increased from 1000.00 to 1500.00 during each calendar year. This maximum is combined for all services except orthodontics.(same as teachers)***

***Effective 90 days after the final approval of a new Agreement between the Board and the Association by both parties but no earlier than July 1, 2006, the maximum benefit payable for covered orthodontic expenses during any five year period for each eligible person shall be increased from \$1,000.00 to \$1,500.00.***

The Board agrees to permit retiring employees to maintain their membership in the Dental Plan, with approval of the carrier, for a period of ten (10) years after retirement or until the employee's sixty-fifth (65<sup>th</sup>) birthday, whichever comes first. The employee shall pay the full cost of such continued membership directly to the school district in accordance with procedures that the school district shall establish.

D. The Board retains the right to change carriers as long as the level of benefits remains the same.

E. Vision Care

The Board shall provide a vision care plan for employees only, providing for an examination every twelve (12) month, and lenses and frames every twelve months (12) months, with no deductible. The Board will pay the full cost of the premium. The Board retains the right to change carriers as long as the level of benefits remains the same.

F. Waiver of Insurance

The Board will pay 50% of the saved premiums to employees who waive insurance coverage under paragraphs A, C, or E above. Payments will be made in two (2) equal parts in January and in June. Proof of alternative coverage must be supplied by the employee. Re-enrollment in any of the plans will be governed by the rules of the carrier.

G. Contributory Insurance

The employee must join the State Group Life Insurance Plan for at least the first year of employment and he/she will pay the premium for this insurance as a payroll

deduction. At his/her option, the employee may discontinue this coverage any time after one year of service upon written notification of one month to the school district's payroll department. However, once it has been discontinued, the insurance may not be reinstated.

#### H. Pension Plan

The employee is required to enroll in the Teachers Pension and Annuity Fund or the Public Employees' Retirement System, if applicable. Upon written notification of induction into the plan by the State Pension Division, the required periodic contribution will be made as a wage deduction on a regular basis. Should any back payments be required due to the delay in the notification of enrollment in the plan, such back payments will also be deducted automatically during the prescribed period.

#### I. Membership Dues

The Board shall assume the cost of membership to professional associations related to the employee's position and program area, as approved by the Superintendent, for those covered by this agreement. Life membership to professional associations shall be obtained, where applicable, in order to realize a greater cost savings to the Board. Also, the Board shall pay membership dues to community service organizations as approved by the Superintendent. Payments under this clause shall not exceed \$1,000 per administrator per year.

#### J. Professional Improvement

1. The Board shall reimburse up to the amount of \$750 per employee in each year of this Agreement for courses taken at any accredited school, college or university toward a matriculated degree. In addition, employees who wish to pursue professional upgrading courses in their current position or another position in the bargaining unit shall be reimbursed subject to the maximum of \$750 as described above. To be eligible for reimbursement the employee must submit a written proposal to the Superintendent for approval prior to taking the course(s). The Superintendent shall respond in writing with an approval or non-approval within two (2) weeks of receipt of the request. Reimbursement shall be made upon receipt by the Superintendent of proof of tuition payment and a transcript of the course(s) showing completion with a "B" grade or better.
2. The Board will continue to pay associated costs for participation in seminars, workshops and conferences if a proposal is made at least three (3) weeks prior to the date of the activity and approval is obtained by the Superintendent.
3. Up to two (2) employees per year from the bargaining unit may each attend one (1) national convention or conference at the expense of the Board. The conventions/conferences shall have the approval of the Superintendent. The two (2) employees shall be chosen per a rotation system established by the

Superintendent. Expenses shall be reimbursed by the Board in accordance with Board policy 4133/4134.

4. *All Administrators with emergency or provisional certification who achieve full certification will be granted an increase in annual salary by one increment and will be paid in accordance with the new salary rate upon receipt of certificate by the Superintendent's office, provided they have had a satisfactory performance evaluation by the Superintendent. Payment will commence the payroll period following a recommendation from the Superintendent and Board approval.*

5. Travel Reimbursement

Employees required by the Superintendent to use their own automobile in the performance of their assignment shall be reimbursed per mile for all such travel at the prevailing IRS rate.

- L. The Supervisor of Buildings and Grounds will be provided with a vehicle for use on school business.

## **ARTICLE IX**

### **JOB SECURITY FOR THE SUPERVISOR OF BUILDINGS AND GROUND**

- A. After the completion of sixty (60) consecutive months of full-time employment, the Supervisor of Buildings and Grounds shall not be dismissed or reduced in salary except for inefficiency, incapacity, conduct unbecoming an employee or other just cause, only after written notice and a full due process hearing before the Board shall have been provided. The burden of proving the grounds for such dismissal or reduction in salary shall be on the party seeking the dismissal. The Board's decision shall be reduced in writing within fourteen (14) days of the close of the hearing. If the dismissal or a reduction in salary is ordered, the Supervisor of Buildings and Grounds shall have the right to appeal the Board's decision to the Commissioner of Education. The Commissioner shall decide the matter based on the complete record of the hearing before the Board, and no additional evidence shall be permitted.
- B. Prior to the completion of sixty (60) consecutive months of full-time employment, the Supervisor of Buildings and Grounds shall be employed on a fixed-term contract of such duration as shall be determined by the Board. All other terms and conditions of employment for the position shall be as outlined in this Agreement.

## **ARTICLE X**

### **CERTIFICATE OF INSURANCE**

A certificate of insurance shall be required and filed in Board record each school year from employees covered by this Agreement. If an employee can show through documentation presented from his/her insurance company that the use of his/her personal automobile for school business has increased his/her automobile insurance premium cost, the Board shall reimburse the employee the increased cost.

## **ARTICLE XI**

### **GRIEVANCE AGREEMENT**

If the employee believes that he/she has been personally aggrieved by the application of policy, by administrative decisions, or by the interpretation of this Agreement, the employee shall first meet with his/her immediate supervisor and attempt to resolve the matter informally. In the event the matter is not satisfactorily resolved, the employee may appeal to the Superintendent. If the matter is not satisfactorily resolved at the Superintendent's level, the employee may, within thirty (30) days following the meeting with the Superintendent, file a written appeal to the Board of Education and shall include the following: (a) what the grievance is, (b) any contract clauses, Board policies, or administrative decisions that may be involved, (c) the facts underlying the grievance, and (d) the specific relief sought.

The Board shall, within thirty (30) days of receipt of the grievance, hear and decide the grievance. The Board shall have the discretion to meet privately with the Superintendent before rendering a decision on the grievance.

**ARTICLE XII**

**DURATION OF AGREEMENT**

This agreement shall cover the period July 1, 2006 to June 30, 2009.

Salary increases detailed in this Agreement shall be applicable to all employees hired prior to March 1 of the given school year. If employment takes place after said date, those employees shall not receive a salary adjustment.

**IN WITNESS WHEREOF**, the parties to this Agreement have set their hands and seals, or caused this Agreement to be signed by their proper officers.

**MERCER COUNTY ADMINISTRATORS/SUPERVISORS  
ASSOCIATION**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Representative

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Representative

By: \_\_\_\_\_ Date: \_\_\_\_\_  
Representative

**BOARD OF EDUCATION OF THE VOCATIONAL-TECHNICAL  
SCHOOLS IN THE COUNTY MERCER**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
President

By: \_\_\_\_\_ Date: \_\_\_\_\_