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19-22

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

between

The Board of Education of the Township of Vernon

and

The Vernon Township Education Association

September 1, 1971 to August 31, 1972

ARTICLE I

- A. The Board of Education, Vernon Township hereby recognizes the Vernon Township Education Association as the majority representative for collective negotiation for the Certified Classroom Teachers, Nurses, Guidance Counselors, Librarians, Social Workers, Helping Teachers, Resource Teachers, Reading Teachers, Home Instruction Teachers
- but excluding Supervisory and Executive personnel having the power to hire, discharge, discipline, or to effectively recommend the same, and all other personnel such as Office, Clerical, Maintenance, Operational, and Per Diem employees.
- B. Unless otherwise indicated, the term "teachers" when used hereinafter in the Agreement shall refer to all professional employees represented by the Vernon Township Education Association, as above defined, and references to male teachers shall include female teachers.
- C. Unless otherwise indicated, the term "Association" when used hereinafter in the Agreement shall refer to the Vernon Township Education Association.
- D. The term "Board" when used hereinafter in the Agreement shall refer to the Vernon Township Board of Education and shall include its Officers, Members and its Agents as constituted by Public Law Chapter 18A.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on matters concerning the terms and conditions of teachers' employment. Such negotiations shall begin not later than October 15th of the School year preceding the School Year in which this Agreement expires. Any Agreement so negotiated shall apply to all teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

ARTICLE II NEGOTIATION PROCEDURE
(con't)

- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, however, such proposals will not be binding until ratified by a simple majority of the Association and a simple majority of the Board.
- C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any teacher benefit existing prior to its effective date.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. A "grievance" is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of a teacher or group of teachers and/or the interpretation, meaning or application of, any of the provisions of this Agreement.

ARTICLE III GRIEVANCE PROCEDURE
(con't)

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE:

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the terms and conditions of this employment agreement. 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. 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. The time limits specified may, however, be extended by mutual agreement.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.

3. Level One: A teacher with a grievance shall first discuss it with his principal or immediate superior with the objective of resolving the matter informally. If the matter is not resolved informally, a formal written grievance must be presented to the principal before level two is initiated. A teacher must make known the grievance within five (5) school days after its occurrence or such grievance will become null and void.

ARTICLE III GRIEVANCE PROCEDURE
(con't)

4. Level Two: If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner. Failure to do so shall waive the grievance. Within five (5) school days after receiving the written grievance, the Chairman of the PR&R Committee shall refer it to the Superintendent of Schools.

5. Level Three: 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) school days after the grievance was delivered to the Superintendent, he may within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Chairman of the PR&R Committee submit his grievance to arbitration. Failure to do so shall waive the grievance. If the PR&R Committee determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person; failure to do so shall waive the grievance.

Within ten (10) school days after such written notice of submission to arbitration, the Board and the PR&R Committee 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 of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

The arbitrator so selected shall confer with the representatives of the Board and the PR&R Committee and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him.

ARTICLE III GRIEVANCE PROCEDURE
(con't)

The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association.

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 incurred shall be paid by the party incurring same.

D. RIGHTS OF TEACHERS TO REPRESENTATION:

1. Any party in interest may be represented at all stages above Level One of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When a teacher is not represented by the Association, the Association shall have the right to be present and to state its views at all stages above Level One of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest of the grievance procedure.

E. MISCELLANEOUS:

1. Blank forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and approved by the Board. Appropriate distribution shall be made so as to facilitate operation of the grievance procedure.

2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

3. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairman of the PR&R Committee.

ARTICLE III GRIEVANCE PROCEDURE
(con't)

Decisions rendered at Level Three shall be in accordance with the procedures set forth in Section C, paragraph Five of this Article.

4. 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.

5. The following shall not be the basis of any grievance filed under the procedure outlined in this article:

- a. The termination of services or failure to reemploy any non-tenure teacher.
- b. Any claim or complaint for which there is another remedial procedure or form established by law or by regulation having the force of the law, including any matters subject to the procedures specified in the Teacher's Tenure Act.

6. If in the judgment of the Association, a grievance affects a group or class of teachers, the Association may submit such grievance in writing to the Superintendent directly, but the processing of such grievance shall be commenced at Level One.

ARTICLE IV

TEACHER RIGHTS

No teacher shall be prevented from wearing pins or similar identification of membership in the Association or its affiliates.

ARTICLE V

SALARY

SALARY SCHEDULE

The salary of each teacher covered by this agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

SUMMER PAY PLAN

Each teacher may individually elect to have (10%) ten percent of his monthly salary deducted from his pay. These funds shall be paid to the teacher or his estate on the final pay day in June, or according to a schedule of payment during the summer. Immediate payment may be made upon death or termination of employment.

ARTICLE VI

AIDES

There shall be nine (9) aides hired under the following job description:

1. DEFINITION: Uncertified personnel employed to assist the classroom teacher perform her task more efficiently by assisting in minor details.
2. QUALIFICATIONS: An aide should have a least a high school education or better, and a personality that is compatible with children. Aides will be required to meet the same health standards required of teachers. The Superintendent shall determine fitness of applicant by requesting proof from references given on application.
3. ASSIGNMENT: An aide shall be under the supervision of the building principal of the building to which they are assigned. Daily routine work shall be assigned by the classroom teacher or teachers under whom the aide is working.

ARTICLE VI AIDES
(con't)

Such tasks shall include:

- assist in milk distribution, sidewalk supervision, bus loading or unloading.
 - supervise lunchroom and playground
 - assist students under teacher direction and supervision
 - setting up visual aids and other details that may arise
 - assist in clerical work such as taking attendance, collecting money, checking homework, recording marks, preparation of duplicating materials for classroom use.
 - assist in inventorying, storing and delivering books
4. TRAINING AIDES: The building principal is responsible for the orientation of the aide to the routine of the school, use of library, and use of audio-visual equipment used in the school. It is also the responsibility to convey the philosophy of the educational program provided.

ARTICLE VII

TEACHER EMPLOYMENT

CREDIT FOR EXPERIENCE

Any teacher employed on a full-time basis on or before February 1st of any school year shall be given full credit for one year of service toward the next increment step for the following year.

NOTIFICATION OF CONTRACT AND SALARY

Teachers shall be notified of their contract and salary status for the ensuing year no later than April 1, when it is possible.

NOTIFICATION OF ASSIGNMENT AND BUILDING

Notification to all teachers of grade assignment and building by June 20, except in cases of emergency.

ARTICLE VIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

NOTIFICATION OF VACANCIES

DATE

No later than March 1, of each school year, the Superintendent shall post in all school buildings a list of the known vacancies which shall occur during the following school year.

FILING REQUESTS

Teachers who desire a change in grade and/or subject assignment or who desire to transfer to another building may file a written statement of such desire with their building principal. Such statement shall include the grade and/or subject to which the teacher desires to be assigned and the school or schools to which he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted not later than March 15.

ARTICLE IX

The Board of Education Policy Committee will review and discuss with the Teachers' Policy Committee recommended revisions and additions to the policy effecting personnel. There shall be at least three meetings per year. Either party may initiate, in writing, a request for a meeting. This committee shall make recommendations to the Board of Education for their approval.

The Board of Education will act within a reasonable time on the recommendations of this committee.

ARTICLE X

There shall be three personal days without loss of pay to be used for personal business that cannot be conducted at any other time, including religious holidays and/or family illness. Requests shall be made as soon as possible. No reasons need be given when request is made. This shall replace current policy on personal days and supplement present policy on family illness.

ARTICLE XI

STUDENT TEACHERS

VOLUNTARY PARTICIPATION

Supervision by a teacher of a student teacher shall be voluntary.

CONSENT

Each teacher shall have the right to accept or reject a student teacher.

ARTICLE XII

LONGEVITY

After fifteen years within the system, there shall be an additional \$100.00 increment added to the salary and also after 20-25-30-35 years there will be additional \$100.00 increments. However, there will not be more than one longevity step per year granted to any one individual.

ARTICLE XIII

The Board of Education shall provide 100% coverage for single and dependent hospitalization insurance.

ARTICLE XIV

There shall be 12 cumulative sick days per year granted to each teacher.

ARTICLE XV

Bedside instruction shall be \$7.00 per hour.

ARTICLE XVI

Provide a work area for teachers with a typewriter, spirit duplicator, desk, and table under supervision of building principal in the following schools: Lounsberry Hollow Middle School, Walnut Ridge Primary School and Rolling Hills Primary School.

ARTICLE XVII

SABBATICAL LEAVES

A. PURPOSE

A Sabbatical leave shall be granted to a teacher by the Board for study, including study in another area of specialization, for travel, or for other reasons of value to the school system.

B. CONDITIONS

Sabbatical leave shall be granted, subject to the following conditions:

1. Number of teachers

If there are sufficient qualified applicants, sabbatical leaves shall be granted to a minimum of one (1) teacher at any one time.

ARTICLE XVII SABBATICAL LEAVES
(con't)

2. Requests
Requests for sabbatical leave must be received by the Superintendent in writing in such form as may be mutually agreed on by the Association and the Superintendent, no later than January 1, and action must be taken on all such requests no later than February 1, of the school year preceding the school year for which the sabbatical leave is requested.
3. Minimum time to qualify
The teacher has completed at least seven (7) consecutive school years of service in the Vernon Township School District, except where service has been broken because of illness or maternity leave.
4. Pay
A teacher on sabbatical leave for one-half (1/2) of a school year shall be paid by the Board at full pay of the salary rate which he would have received if he had remained on active duty and for a full school year on sabbatical leave shall be paid by the Board at one-half (1/2) of the salary rate which he would have received if he had remained on active duty.
5. Return
Upon return from sabbatical leave, a teacher shall be placed on the salary schedule at the level which he would have achieved had he remained actively employed in the system during the period of his absence.

ARTICLE XVIII

MISCELLANEOUS

- A. If any provision of the 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.

ARTICLE XVIII MISCELLANEOUS
(con't)

B. Copies of this Agreement shall be reproduced by the Board and the Association, expenses to be split 50/50, within thirty (30) days after the Agreement is signed and presented to all teachers.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by the Association to the Board:

The Vernon Township Board of Education
P.O. Box 296, Vernon, New Jersey 07462

2. If by the Board to the Association:

The Vernon Township Education Association
Attention: President
c/o The Vernon Township Public Schools
P.O. Box 318, Vernon, New Jersey 07462

ARTICLE XIX

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1971 and shall continue in effect until August 31, 1972.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed thereon, under the date of March 18, 1971.

THE BOARD OF EDUCATION,
VERNON TOWNSHIP

Carl Olsen

Carl Olsen, President

Nancy A. Greilich

Nancy A. Greilich, Secretary

THE VERNON TOWNSHIP EDUCATION ASSOCIATION

Helen M. Simpkins

Helen M. Simpkins, President

Kathleen Ryan

Kathleen Ryan, Secretary