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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

Between

VINELAND BOARD OF EDUCATION

and

VINELAND EDUCATION ASSOCIATION

July 1, 1971

to

June 30, 1973

ADOPTED BY THE

VINELAND BOARD OF EDUCATION

VINELAND, NEW JERSEY 08360

ARTICLE I

RECOGNITION

A. The Vineland Board of Education recognizes the Vineland Education Association as the designated representative for purposes of collective negotiations, according to law, for all certificated personnel under contract, or on official leave employed by the Board, including all full time teachers, department heads, nurses, guidance counsellors, librarians and social workers; but excluding the superintendent, assistant superintendents, board secretary, assistant board secretary, principals, assistant principals, administrative assistants, psychologists, coordinators, directors and supervisors.

B. Unless otherwise indicated, the term "teachers" when used hereinafter in this Agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined and references to male teachers shall include female teachers.

ARTICLE II

NEGOTIATING PROCEDURE

- A. In accordance with existing laws, the parties agree to meet at reasonable times and reasonable intervals (not later than November 15, subject to emergent conditions) for the purposes of collective negotiations and to reduce to writing proposals deemed by the parties appropriate matters for negotiations. The agreement reached as a result of these negotiations will be reduced to writing and signed by the parties.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representative shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
- C. 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

Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(b) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory on the parties. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

D. MISCELLANEOUS

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
3. If time is lost by any teacher due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the teacher must either be without pay or charged to personal time.
4. (a) Failure at any level of the procedure to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.

(b) It is understood that teachers shall, during and notwithstanding the pendency of any grievance, continue to function in their duties until such grievance any any effect thereof shall be fully determined.

ARTICLE IV

TEACHER'S RIGHTS

A. In accordance with existing laws, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any teacher in the employment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the constitution of New Jersey and the United States; that it shall not discriminate against any teacher with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict any teacher such rights as he may have under New Jersey School laws or other applicable laws and regulations. The rights granted to teachers hereunder shall be deemed to be in addition to those provided elsewhere.

C. Subject to law, no teacher shall be disciplined, reprimanded, reduced in rank or compensation, have a salary increment withheld or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

D. Whenever any teacher is directed to appear before the Superintendent, Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that teacher in his office, position or employment, or the salary or any increments pertaining thereto, then he 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 and represent him during such meeting or interview.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board, subject to law and subject to its policies, agrees to furnish to the Vineland Education Association in response to a reasonable request such available information that may assist the Association and the Board in the determination of proper subject matter for negotiation.
- B. Whenever any representative of the Association or any teacher is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- C. Subject to the approval of the Board, the Association and its representatives shall have the right to use school buildings at reasonable times and reasonable intervals in accordance with existing Board policy concerning the use of the school buildings. No activities of the Association or its direct or indirect representative shall interfere with or in any way interrupt normal school activities.
- D. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary subject to the approval of the Superintendent of Schools.
- E. The Board shall grant leave with pay to the President of the Association as requested during his term of office subject to the Superintendent's approval.
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ARTICLE VI

NON-TEACHING DUTIES

A. The Board and the Association acknowledge that the teacher's primary responsibility is to teach and that his energy should, to the fullest extent possible, be utilized to this end. It is also recognized by the Board and the Association that the teacher has a responsibility to students and the profession which entails the performance of duties extending beyond assigned instructional class periods.

B. The Board will employ the services of clerical staff members and mechanical equipment to relieve all teachers from the following non-teaching clerical duties dependent upon availability of personnel:

1. classroom registers
2. duplicative permanent record cards

C. The Board will employ the services of teacher aides to relieve all elementary teachers from the following non-teaching duties dependent upon availability of personnel:

1. supervision of lunchroom
2. supervision of playgrounds

D. The Board will employ the services of teacher aides to relieve all secondary teachers from the following non-teaching duties dependent upon availability of personnel:

1. supervision of lunchroom

E. 1. Teachers shall not be required to drive students to activities which take place away from the school building. A teacher may do so voluntarily, however, with the advance approval of his principal or immediate supervisor. He shall be compensated for the use of his own automobile in accordance with existing Board policies.

2. In accordance with existing Board policies, the Board shall continue to maintain appropriate insurance to cover all damages, losses, and expenses incurred by a teacher against whom any action shall be brought for any act or omission arising out of the authorized use of his own automobile in the performance of school duties and assignments.

ARTICLE VII

TEACHER EMPLOYMENT

A. The Board agrees to hire certificated teachers holding a certificate issued by the New Jersey State Board of Examiners for every regular teacher assignment.

B. Each teacher presently employed shall be placed on his proper step of the salary schedule as of the beginning of the 1971-72 school year. Any teacher employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

C. When a new teacher is employed, the following shall apply:

1. Credit on the appropriate training level on the Teacher Salary Schedule may be recognized for previous outside teaching experience in a duly accredited school upon initial employment in accordance with the provisions in Schedule "A".

2. Credit not to exceed four (4) years of military experience or alternative civilian service required by the Selective Service System shall be recognized.

3. Credit not to exceed three (3) years for Peace Corps, VISTA or National Teacher Corps work and time spent on a Fulbright scholarship shall be recognized upon initial employment. As of the beginning of the 1971-72 school year, the aforementioned credit shall be given to any presently employed teacher who has not heretofore received it.

4. In the second year of employment, any remaining credit due by combination of the above shall be granted.

D. Teachers with previous teaching experience in the Vineland School District shall upon returning to the system receive full credit on the appropriate training level of the teacher salary schedule for such teaching experience and credit for outside experience may be granted according to Section C above.

ARTICLE VII
Teacher Employment

- E. Previously accumulated unused sick leave days will be restored to all returning teachers.
- F. Teachers shall be notified of their contract and salary status for the ensuing year not later than April 15.

ARTICLE VIII

SCHOOL CALENDAR

The Association shall meet with the Superintendent of Schools prior to April 1 to submit its recommendations for the school calendar for the forthcoming school year.

ARTICLE IX.

SALARIES

A. 1. The salaries of all teachers covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

2. Compensation for specified extra curricular duties, including coaching, shall be in accordance with Schedule "B" attached hereto.

B. 1. Teachers may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the teacher according to a schedule of payment throughout the summer as agreed upon by the Board and the Association.

2. When a pay day falls on a school holiday, vacation or weekend, teachers pay checks will be made available on the last previous working day or according to a pay schedule published by the Vineland Board of Education.

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SCHEDULE A
SALARY GUIDE
1971-1972

	N.D.	B.A.	B.A. + 30	M.A.	M.A. +30	Nurses
0	6,350	7,350	7,650	8,150	8,850	6,850
1	6,600	7,600	7,900	8,400	9,100	7,100
2	6,915	7,915	8,215	8,715	9,415	7,415
3	7,245	8,245	8,545	9,045	9,745	7,745
4	7,590	8,590	8,890	9,390	10,090	8,090
5	7,950	8,950	9,250	9,750	10,450	8,450
6	8,325	9,325	9,625	10,125	10,825	8,825
7	8,715	9,715	10,015	10,515	11,215	9,215
8	9,120	10,120	10,420	10,920	11,620	9,620
9	9,540	10,540	10,840	11,340	12,040	10,040
10	9,975	10,975	11,275	11,775	12,475	10,475
11	10,425	11,425	11,725	12,225	12,925	10,925
12	10,890	11,890	12,190	12,690	13,390	11,390
20	11,420	12,420	12,720	13,220	13,920	11,920

Schedule A
TEACHER'S SALARY GUIDE
1972-73

Exp.	ND	Ba	BA + 30	MA	MA + 30
0	6,600	7,680	8,000	8,540	9,300
1	6,860	7,940	8,260	8,800	9,560
2	7,130	8,210	8,530	9,070	9,830
3	7,470	8,550	8,870	9,410	10,170
4	7,825	8,905	9,230	9,770	10,525
5	8,195	9,275	9,600	10,140	10,900
6	8,585	9,665	9,990	10,530	11,285
7	8,990	10,070	10,395	10,935	11,690
8	9,410	10,490	10,815	11,355	12,110
9	9,850	10,930	11,255	11,795	12,550
10	10,305	11,385	11,705	12,245	13,005
11	10,775	11,855	12,175	12,715	13,475
12	11,260	12,340	12,665	13,205	13,960
13	11,760	12,840	13,165	13,705	14,460
20	12,335	13,415	13,740	14,280	15,035

NURSES

<u>Exp.</u>		<u>Exp.</u>	
0	7,140	8	9,950
1	7,400	9	10,390
2	7,670	10	10,845
3	8,010	11	11,315
4	8,365	12	11,800
5	8,735	13	12,300
6	9,125	20	12,675
7	9,530		

SCHEDULE B

EXTRA PAY FOR EXTRA WORK

1. Non-Athletic Activities

A. High School

1. Publications

(a) Newspaper	\$ 400
(b) Magazines	250
(c) Yearbook	
1. Literary	400
2. Photography	100
3. Business	100
2. Student Government Advisor	350
3. Band Director	500
4. Vocal and Concert Director	200
5. Dramatics Director	450
6. Class Advisor - Senior	400
- Junior	275
- Sophomore	175
7. Cheerleader Advisor	400
8. Majorettes Advisor	200
9. Drill Team Advisor	200
10. Color Guard Advisor	150
11. Department Heads	250 + 25/Tch.

B. Junior High School

1. Publications	300
2. Student Government Advisor	150
3. Department Heads	250 + 25/tch.
4. Team Leaders-Memorial School	200
5. Curriculum Chairmen -Memorial School	300
6. Safety Patrol Advisors (2) (2 @ 125)	250

C. Elementary

Safety Patrol Advisors (16)	125
Teachers -in-Charge	300 + 35

EXTRA PAY FOR EXTRA WORK

II. <u>Athletic Activities</u>	<u>1971-72</u>	<u>1972-73</u>
A. High School		
Director of Athletics	\$ 1,600	\$ 1,700
Faculty Manager	540	583
Athletic Doctor (all Sports)	1,080	1,165
Football Head Coach	1,458	1,574
Assistants = 1 @	756	816
- 1/4 @	648	699
Basketball (Boys)	972	1,049
Assistant (1)	486	524
Basketball (Girls)	540	583
Assistant (1)	270	291
Wrestling Head Coach	972	1,049
Assistant (1)	486	524
Baseball	864	933
Assistant (1)	432	466
Cross Country	540	583
Tennis (Boys)	540	583
Tennis (Girls)	405	437
Golf	324	349
Track Head	864	933
Assistant (1)	432	466
B. Junior High School		
Football	729	787
Assistants (2) 1 @	365	394
1 @	365	394
Basketball Head	486	524
Assistant	243	262
Baseball Head	432	466
Assistant	216	233
Wrestling Head	486	524
Assistant	243	262
Track Head	432	466
Assistant	216	233
Girls' All Sports Head	243	262
Assistant (2)	135 each	145 each

ARTICLE X.

TEACHER ASSIGNMENT

A. 1. All teachers shall be given written notice of their class and/or subject assignments and building assignments for the forthcoming year not later than July 1 .

2. The Superintendent shall give written notice of assignments to new teachers as soon as practicable, and except in cases of emergency not later than July 30.

B. In the event that changes in such schedules, class and/or subject assignments, or room assignments are proposed after July 1 , any teacher affected shall be notified promptly in writing, and upon the request of the teacher, the changes shall be reviewed between the Superintendent or his representative and the teacher affected and at the teacher's option a representative of the Association may be present.

C. Travel allowance for special subject staff members shall be compensated according to the following:

1. A base allotment of \$5.00 per month shall be paid to those staff members whose scheduled teaching assignment for the school year includes more than one school.

2. An allowance of \$1.00 per day shall be paid to any special subject teacher for travel to fulfill a daily teaching assignment involving two or more schools.

3. The maximum payment of travel allowance in any month shall not exceed \$25.00. Such payments shall be made in two equal payments during the school year.

ARTICLE XI

VACANCIES, TRANSFERS AND REASSIGNMENTS

A. The Superintendent shall post in all school buildings and in the school Board office and concurrently inform the Association of the known vacancies, locations and the requirements for such positions as they occur. A vacancy shall be interpreted to mean any position having monetary compensation, or positions paying a salary differential and/or positions on the administrative - supervisory levels of responsibility. All qualified teachers shall be given an opportunity to make application for announced vacancies and no position shall be filled until all properly submitted applications have been considered.

B. 1. Teachers who desire a change in grade and/or subject assignment or who may desire to transfer to another building may file a written statement of such desire with the Superintendent not later than March 1 and it shall remain active until September 1. Such statement shall include the grade and/or subject area to which the teacher desires to be assigned and the school or schools to which he desires to be assigned and/or transferred, in order of preference.

2. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual teacher shall be honored to the extent that the transfer does not conflict with the instructional requirements and the best interest of the school system.

3. If a teacher's request for transfer has not been granted, a renewed or subsequent request may be submitted and processed under the conditions described above.

C. It is recognized that some transfers or reassignments of teachers may be made on an involuntary basis; notification of such transfers shall be made on a person-to-person basis. In the event that a teacher objects to such transfer or reassignment, upon the request of the teacher, the Superintendent of Schools shall meet with him. The teacher may, at his option, have an Association representative present at such meeting.

ARTICLE XII

TEACHER EVALUATION

- A. A teacher shall have the right to review all evaluation reports prepared by his evaluators and the teacher shall have the right to a copy of any such reports upon request.
- B. Whenever and wherever formal classroom evaluations are conducted by an evaluator, there shall be a follow-up conference between the evaluator and the teacher.

ARTICLE XIII

INSTRUCTIONAL COUNCIL

A. 1. An Instructional Council shall be established by the Vineland Education Association. The purpose of the Council shall be to lend support to the educational program of the Vineland Public Schools. The Council will work with and be advised by the Superintendent of Schools and his staff on such matters as curriculum improvements, advancement of the profession, educational goals of the district, educational specifications for building, research and experimentation and other related matters concerning the effective operation of the City of Vineland School District.

2. The Council shall consist of eight (8) representatives, including two (2) teachers from each grade area (primary, intermediate, junior high and senior high), appointed by the Association.

3. The Council shall encourage the initiation of ideas and suggestions for projects by individual teachers, departments, grade levels, Association committees, administrators, or other interested parties.

B. 1. The Board of Education shall provide \$1,000 for the use of the Instructional Council during the period of this contract to help defray cost of the work of the Council.

2. The Association agrees that it will adhere to Board policies and mandated statutory requirements regarding the expenditure and accounting of this financial support.

ARTICLE XIV

SICK LEAVE

A. Teachers who are steadily employed by the Board of Education and who are absent because of personal illness or quarantine shall be allowed sick leave with full pay for a minimum of thirteen (13) days in any school year. If any such teacher requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such sick leave not utilized shall be accumulative to be used for additional sick leave as needed in subsequent years.

B. In the event that a tenure teacher shall have exhausted the specified annual and accumulative sick leave days because of extended illness or quarantine, such teacher shall be granted in any school year additional sick leave with adjusted salary payment for each day of such absence according to the following schedule:

- (a) Up to eight years experience an allowance up to five additional days.
- (b) With nine years through thirteen years local experience ten additional days.
- (c) With fourteen through eighteen years local experience fifteen additional days.
- (d) With nineteen or more years local experience twenty additional days.

The adjusted salary payment shall be on the basis of one-two hundredth of the teacher's annual salary minus the daily pay of a substitute teacher.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

A. An allowance of two (2) days per year shall be granted with full pay for temporary leaves of absence. A temporary leave of absence shall be interpreted to be absence from assigned duties which, by its nature, is of such pressing importance that it cannot be postponed or performed after employment hours. Prior approval by the Superintendent of Schools shall be required in connection with a request for a temporary leave of absence when such request is for a day immediately preceding or immediately after a holiday or vacation day. Further, temporary leaves of absence shall not be used for vacation purposes in any way.

If the employee does not utilize any part of the two (2) days allowed, the remainder shall be applied to the accumulative sick leave for succeeding years. There shall be no accrual of temporary leaves of absence as such from one year to the other.

In addition to this allowable temporary leave of absence, a teacher may be granted additional days as indicated for the following reasons:

3 days -- for the marriage of the employee,
serious illness or death in the immediate
household, or for religious holidays
mandated by one's faith.

1 day -- for the marriage of a member of the
immediate family, death of a relative
other than a member of the immediate
household, or the death of an intimate
friend.

ARTICLE XV
Temporary Leaves of Absence

Upon any condition, the total allowance of temporary leaves of absence with pay shall not in any year exceed five (5) days.

The procedure for requesting personal leave shall be as follows

(a) A letter shall be directed to the Superintendent of Schools with a copy to the immediate superior which shall indicate the reason for the requested leave of absence. This letter should arrive in the Superintendent's office three (3) days prior to the beginning date of the requested leave. The administration shall render a decision in connection with this request not later than the day immediately preceding the day requested.

(b) A waiver of this time limit may be approved in emergencies and unusual circumstances. In any such instance, the employee shall adhere to the normal procedure for reporting this absence and then submit a written request in accordance with the procedure outlined above.

B. Leave shall be granted to persons to fulfill the military requirements of regular annual active duty for training with any reserve unit of the Army, Navy, Marine Corps, Coast Guard, or the National Guard provided such obligations cannot be fulfilled on days when school is not in session. A teacher shall be paid his regular pay during the period of this military training

ARTICLE XXV

DURATION OF AGREEMENT

This Agreement shall become effective the 1st day of July, 1971 and shall continue into effect until the 30th day of June, 1973.

IN WITNESS WHEREOF, the Vineland Education Association has caused this Agreement to be signed by its duly elected officers who represent that they have the authority to execute this Agreement; and the Vineland Board of Education by its President and Secretary have signed this Agreement and have caused the corporate seal to be placed thereon.

VINELAND BOARD OF EDUCATION

ATTEST:

E. R. R. R. R. R.
Secretary

By

Eugene D. Barse
EUGENE D. BARSE President

VINELAND EDUCATION ASSOCIATION

ATTEST:

Joan Melanesi
Secretary

By

Louis J. Casazza
President