

CONTRACT

VINELAND BOARD OF EDUCATION

AND

VINELAND NON-CERTIFICATED SUPERVISORS

July 1, 2007 - June 30, 2010

ARTICLE I

RECOGNITION

A. UNIT

The Board hereby recognizes the Vineland Non-Certificated Supervisors as the exclusive and sole representative for purposes of collective negotiations, specifically the following titles:

Coordinator of Maintenance Services
Traffic Safety Coordinator
Transportation Inspector
Assistant Maintenance Supervisor

B. DEFINITIONS

1. Unless otherwise indicated, the term "non-certificated supervisors" when used hereinafter in this agreement shall refer to all professional employees represented by the Association in the negotiating unit as above defined.
2. The term "Board" when used shall refer to the Vineland Board of Education, City of Vineland, New Jersey.
3. The term "Association" shall mean the Vineland non-certificated supervisors.
4. "Promotion" shall mean a move to any job title that carries with it an increase in salary.
5. "Transfer" shall mean moving a non-certificated supervisor within his/her job title.
6. "Vacancy" shall mean any unfilled position in any job title after transfers have been affected. All vacancies shall be advertised prior to their filing.

ARTICLE II

VACANCIES, TRANSFERS AND REASSIGNMENTS

The Superintendent shall post and concurrently inform the Association of any promotional opportunity or vacancy which provides for a salary differential, additional compensation or a position which is primarily an administrative or supervisory position. No position for advancement shall be filled until all properly submitted applications have been considered.

ARTICLE III

NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor Agreement in accordance with existing laws to reach agreement on all matters concerning the terms and conditions of non-certificated supervisors' employment. Such negotiations shall begin not later than October 1 of the calendar year proceeding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all non-certificated supervisors, be reduced to writing and signed by the Board and the Association.

ARTICLE IV

INSURANCE PROTECTION

A. The Board of Education will assume, upon request of the individual employee, the cost of hospital, medical, major medical and other insurance and health care benefits as provided by the Board to employees represented in its agreement with the Vineland Education Association for the period July 1, 2007 through June 30, 2010.

B. Employees enrolled in the Board's health insurance coverage plan may elect to waive all coverage, provided proof of coverage through another source can be demonstrated. Employees who waive all coverage shall receive an end-of-year payment in the amount of thirty per cent (30%) of the applicable premium for the insurance plan in lieu of the insurance, based on the number of months that the insurance is waived during the year. An employee may revoke his or her waiver of coverage and request re-entry into the employer's plan, subject to a change in status, as provided under Section 125 of the Internal Revenue Code. This provision is contingent upon the existence of a plan established pursuant to Section 125 of the Internal Revenue Code.

ARTICLE V

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance is an allegation by a non-certificated supervisor, non-certificated supervisors or the Association that there is a violation in the interpretation, application, or administration of the terms of this Agreement. A grievance may also be an allegation by a non-certificated supervisor, non-certificated supervisors or the Association concerning an administrative decision. Such grievance may be appealed up to and including Level Three; the decision of the Superintendent shall be final with respect to grievances concerning administrative decisions.

2. An "aggrieved non-certificated supervisor" is the individual making the claim.

3. A "party in interest" is the non-certificated supervisor(s) 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. PURPOSES

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 non-certificated supervisors. 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 work 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 a 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. (a) Any aggrieved non-certificated supervisor may be represented at all stages of the grievance procedure beyond Level One by himself or herself, or, at his/her option, with a representative selected or approved by the Association.

(b) If a grievance affects a group or class of Non-Supervisors, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three.

4. (a) Level One

A non-certificated supervisor with a grievance shall first discuss it with his/her appropriate superior with the objective of resolving the matter informally at this level. Upon request of the non-certificated supervisor, the Association's designated representative may be present as an observer.

(b) Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the non-certificated supervisor within five (5) days, he/she shall set forth his/her grievance in writing to the appropriate Assistant Superintendent specifying:

- (1) the nature of the grievance
- (2) the nature and extent of the injury, loss or inconvenience
- (3) the results of the previous discussions
- (4) his/her dissatisfaction with decisions previously rendered.

The Assistant Superintendent shall communicate his/her decision to the employee in writing within five (5) school days of receipt of the written grievance.

(c) Level Three

If the aggrieved non-certificated supervisor is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) days after presentation of the grievance, he/she may file the grievance with the Superintendent of Schools within five (5) work days after the decision at Level Two or ten (10) work days after the grievance was presented, whichever is sooner.

The decision of the Superintendent with respect to appeal of grievances for administrative decisions shall be final and not subject to further appeal.

(d) Level Four

If the aggrieved non-certificated supervisor is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent, he/she may, within five (5) work days after a decision by the Superintendent, or fifteen (15) work days after the grievance was delivered to the Superintendent, whichever is sooner, submit his/her grievance to the Board of Education. The Board shall review the grievance and within a period of thirty (30) workdays shall render a decision in writing to the aggrieved non-certificated supervisor.

(e) Level Five

If the decision of the Board does not resolve the grievances to the satisfaction of the non-certificated supervisor, the Association may request a review by a third party. Such request must be made in writing to the Board through the Superintendent's office within ten (10) work days of the Association's receipt of the Board's decision. The Board shall not be required to give reason for its decisions, and the Board's decision in the following matters shall be final and not subject to appeal to a third party:

(1) Any matter subject to any rule or regulation of the State Commissioner of Education or covered by New Jersey Civil Service.

5. (a) The following procedure will be used to secure the services of an arbitrator:

(1) A joint request will be made to the American Arbitration 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) work 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/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties 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/her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) work days of the completion of the arbitrator's hearing.

D. MISCELLANEOUS

1. Each party will bear the total cost incurred by itself.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs shall be shared equally.
3. (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 non-certificated supervisors shall, during and notwithstanding the pendency of any grievance, continue to function in their duties until such grievance or any effect thereof shall be fully determined.

ARTICLE VI

LEAVES OF ABSENCE

A. SICK LEAVE

1. All employees covered in this guide are entitled to sick leave days. At the rate of 1.25 days per month.
2. Sick days shall be accumulative with no maximum limit.

B. PERSONAL DAYS

1. (5) per year which they may be used for temporary and or personal leave, unused days shall be rolled into accumulated sick leave.
2. Personal days shall be used for matters of such importance that can only be performed during work hours when emergency situations arise.
3. (3) days with no reason and seven (7) days notice

C. VACATION

1. All 12-month employees shall be entitled to vacation days as provided for 12-month employees in the agreement between the Board of Education and the Vineland Education Association.

ARTICLE VII

A. RETIREMENT ALLOWANCE

1. At retirement, employees covered by this program who have completed ten (10) years of service to the Vineland Public Schools, shall be entitled to a retirement allowance based upon twenty-five percent (25%) of the number of unused sick days accumulated while in the employ of the Vineland Public Schools multiplied by the daily rate of pay in effect at the time of retirement. (12 month employee rates shall be calculated based upon 260 days.)
2. Employees who plan to retire and give written notice before November 1 for the following July 1, or other late date, upon actual retirement, shall be entitled to receive compensation for accumulated days at the rate listed above with the cap waived. If notice is provided as herein described and subsequently rescinded, the employee shall be ineligible for the cap waiver for that year.

3. Employees on staff as of July 1, 1998 shall not be paid less than \$50 per day.

ARTICLE VIII – MISCELLANEOUS

A. SHIFT DIFFERENTIAL

Additional compensation of 5% of the annual salary will be paid as shift differential to maintenance personnel assigned to the second shift.

B. ON CALL DUTY

Any member of the Association who is actually called in shall receive a minimum of two (2) hours pay. This would apply if the return to work were after the designated workday.

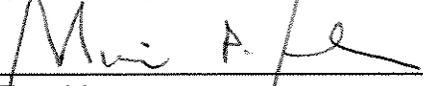
ARTICLE IX

SALARIES:

<u>Step</u>	<u>2007-008</u>	<u>2008-2009</u>	<u>2009-2010</u>
1	\$ 40,000	\$ 42,000	\$ 44,000
2	\$ 42,000	\$ 44,000	\$ 46,000
3	\$ 44,000	\$ 46,000	\$ 48,000
4	\$ 46,000	\$ 48,000	\$ 50,000
5	\$ 48,000	\$ 50,000	\$ 52,000
6	\$ 50,000	\$ 52,000	\$ 54,000
7	\$ 52,000	\$ 54,000	\$ 56,000
8	\$ 54,000	\$ 56,000	\$ 58,000
9	\$ 56,000	\$ 58,000	\$ 60,000
10	\$ 58,000	\$ 60,000	\$ 62,000
11	\$ 60,000	\$ 62,000	\$ 64,000
12	\$ 62,000	\$ 64,000	\$ 66,000
13	\$ 64,000	\$ 66,000	\$ 68,000
14	\$ 66,000	\$ 68,000	\$ 70,000
15	\$ 68,000	\$ 70,000	\$ 72,000

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed, and signed by their respective presidents and attested by their secretaries on the 9th of April 2008

VINELAND NON-CERTIFICATED
SUPERVISOR'S ASSOCIATION

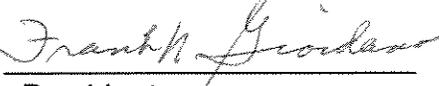


President

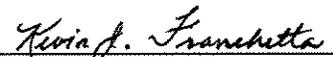


Secretary

VINELAND
BOARD OF EDUCATION



President



Secretary