

CONTRACT

VINELAND BOARD OF EDUCATION

AND

VINELAND NON-CERTIFICATED SUPERVISORS

July 1, 2010 - June 30, 2012

PREAMBLE

THIS AGREEMENT effective as of the 1st day of July 2010, is between the Board of Education of the City of Vineland, Cumberland County, New Jersey, hereinafter called the "Board", and the Vineland Non-Certificated Supervisors Association, hereinafter called "the Association".

WHEREAS, the Board has an obligation pursuant to Chapter 123, P.L. 1974, to negotiate with the Association as the representative of certain employees of said Board as herein after defined, and

WHEREAS, the parties having reached certain understandings desire to confirm this Agreement as follows:

ARTICLE I

RECOGNITION

A. UNIT

The Board hereby recognizes the Vineland Non-Certificated Supervisors Association 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
Supervisor of Garage Services

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

PROMOTIONAL OPPORTUNITIES

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 employees' employment. Such negotiations shall begin no later than ninety (90) days prior to the expiration date of this Agreement. Any Agreement so negotiated shall apply to all employees, be reduced to writing and signed by the Board and the Association.

ARTICLE IV

HEALTH BENEFITS AND INSURANCE

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 (VEA) for the July 1, 2010 through June 30, 2012, including any changes in co-pays or deductible that may be implemented for VEA bargaining unit members.

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 percent (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. In the event health benefits are provided through the New Jersey State School Employees Health Benefits Plan (SEHBP), the waiver of coverage shall be covered by the rules of the SEHBP.

C. Effective July 1, 2010, all employees shall pay one and one-half (1½%) percent of their pensionable wages as a cost contribution for their health benefits. Payment shall be made by the way of withholdings from each employee's payroll check.

Effective June 28, 2011, all employees shall pay a cost contribution for Health Insurance Plan coverages according to the provisions of P.L. 2011, Chapter 78, Pension and Health Benefits Reform Law adopted June 2011. Payments shall be made by the way of withholdings from each employee's payroll checks. The Board shall establish and adopt a Section 125 Plan so that said contributions would be "pre-tax."

D. The Board may, at its option, change any of the existing insurance plans or carriers providing such benefits, so long as the level of benefits provided to the employees and their eligible dependents is substantially similar. The Board further reserves the right, at its option, to self-insure any of said plans and coverages so long as the level of benefits provided to the employees and their eligible dependents is substantially similar. Prior notice of intent to make the change must be made to employees of any change in the above described within thirty (30) days.

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 interpretation and application of the terms of this Agreement and to the issues submitted to him/her and consider no other(s). The arbitrator shall have no authority to add to, detract from, alter, amend or modify any provision of this Agreement or any policy of the Board of Education or impose on any party thereto a limitation or obligation not provided in this Agreement. The recommendation 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 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 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

All employees covered by this Agreement are entitled to sick leave days which are earned at the rate of 1.25 days per each full month of employment. Any unused sick leave days shall be accumulate and available for sick leave, if needed, in subsequent years.

Sick leave may be utilized by employees when they are unable to perform their work by reason of personal disability due to illness or injury, or because he/she has been excluded from work by the school district's medical authorities on account

of a contagious disease or of being quarantined for such disease in his/her immediate household. Sick leave may also be used for short periods, not exceeding five (5) days, because of death in the employee's immediate family or for the attendance of the employee upon a member of the immediate family who is seriously ill.

If an employee is absent for reasons that entitle him/her to sick leave, he/she shall notify the Superintendent or his/her designee as soon as reasonably possible after the onset of the illness.

B. PERSONAL DAYS

An employee who requires a temporary, extended or military leave of absence may be granted such leave in accordance with Board policies which are found in the Vineland Board of Education Administrative Policies and Procedures Manual.

Each employee shall be entitled to five (5) personal leave days each year. Personal days shall be used for personal matters. The use of personal days shall be preceded by three (3) days written notice to the Superintendent or his/her designed and a copy shall be submitted to the Director of Human Resources for approval. Advance three (3) days written notice may be waived by the Superintendent or Human Resources upon receipt of documented verification of the emergent circumstances. Personal days may not be used the last work day before or the first week day after a holiday and/or scheduled closing day. Employees may not use personal leave days on those days scheduled for an in-service, training, workshops or other professional development.

Personal Leave Days not used during a year will be converted and added to Sick Leave.

C. VACATION

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.

Every effort shall be made by employees to schedule and take at least one-half (1/2) of this vacation leave during the summer months when school is not in session.

Vacation leave days shall be used by the employee subject to the following conditions: A Vacation leave day shall be granted upon seven (7) calendar days prior written request of the employee submitted to the Superintendent or his/her designee. Said request shall be granted or denied within five (5) business days after the submission of the request at the discretion of the Superintendent so long as the employee's absence can be granted without interference with the proper conduct of the Board's business. In the event of an emergency or other extenuating circumstance, the seven (7) calendar day written

request notice requirement may be waived by the Superintendent or his/her designee.

Vacation not taken in a given year because of business demands shall accumulate and be granted during the next succeeding year only.

Upon the death of an employee, all unused vacation days will be payable to his/her estate at the per diem rate as set forth in this agreement.

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.
4. The parties agree that any new law enacted during the term of this contract which effects the Board's obligation to compensate employees for unused sick and/or vacation days shall be effective immediately and shall supersede any conflicting provisions of this agreement.

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

SALARIES:

The Board and the Association agree that the wage increase to be granted to the Association during the term of this agreement shall be as follows:

- (a) Effective July 1, 2010 1.50% increase
- (b) Effective July 1, 2011 1.00% increase

SALARY GUIDES:

Step	2009-10	2010-11 ¹	2011-12 ²
1	\$ 44,000	\$ 44,660	\$ 45,107
2	\$ 46,000	\$ 46,690	\$ 47,157
3	\$ 48,000	\$ 48,720	\$ 49,207
4	\$ 50,000	\$ 50,750	\$ 51,258
5	\$ 52,000	\$ 52,780	\$ 53,308
6	\$ 54,000	\$ 54,810	\$ 55,358
7	\$ 56,000	\$ 56,840	\$ 57,408
8	\$ 58,000	\$ 58,870	\$ 59,459
9	\$ 60,000	\$ 60,900	\$ 61,509
10	\$ 62,000	\$ 62,930	\$ 63,559
11	\$ 64,000	\$ 64,960	\$ 65,610
12	\$ 66,000	\$ 66,990	\$ 67,660
13	\$ 68,000	\$ 69,020	\$ 69,710
14	\$ 70,000	\$ 71,050	\$ 71,761
15	\$ 72,000	\$ 73,080	\$ 73,811

Notes:

¹ Effective July 1, 2010

² Effective July 1, 2011

The new agreement will begin on July 1, 2010 and end on June 30, 2012. The wage increases granted above shall represent total new money to be provided by the Board and includes the cost of all increments. The parties will agree to scats grams of salaries and the revised Guides.

The Guides will be increased by the increases stated above and all employees will stay on the same Step on the Wage Guide as they were on June 30, 2010. There will be no Step movement during the term of this Agreement

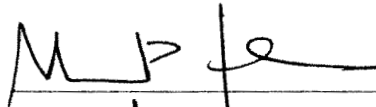


Effective July 1, 2010, the Board may elect to complete payment of salaries by "direct deposit" in which event upon request each employee shall provide "direct deposit" wiring instructions to the Board's designated agent.

ARTICLE X – TERM OF AGREEMENT

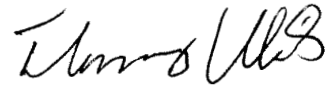
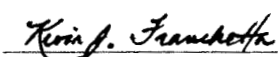
The term of this Agreement shall be July 1, 2010 through June 30, 2012.

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 November 2011.

**VINELAND NON-CERTIFICATED
SUPERVISORS ASSOCIATION**

 10.27.2011
 10.27.2011
 10-27-2011

**VINELAND BOARD OF
EDUCATION**

 11/8/2011
 Kevin J. Franchetta