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**THIS BOOK DOES
NOT CIRCULATE**

AGREEMENT

between

The Board of Education of the Township of Vernon

and

The Vernon Township Education Association

September 1, 1970 to August 31, 1971

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's 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.
- 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.

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. A teacher must make known the grievance within five (5) school days after its occurrence or such grievance will become null and void.

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.

ARTICLE III Grievance Procedure

C. (con't.):

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. 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,

ARTICLE III Grievance procedure

E. (con't.)

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. 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 re-employ 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.

ARTICLE IV

MISCELLANEOUS

- A. This Agreement constitutes a supplement to the Board Policy for the term of said Agreement.
- B. 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.
- C. 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.
- D. 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 School
P. O. Box 318, Vernon, New Jersey 07462

ARTICLE V

SALARY

Teacher's salaries shall be as provided in Appendix I.

ARTICLE VI

There shall be six teachers aids 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: A teacher's aide should have at 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. Such tasks shall include:
 - 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.
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 his responsibility to convey the philosophy of the educational program provided.
5. EMPLOYMENT: Classroom aides shall be employed on an hourly basis and assignment made at time of employment. The minimum salary shall be \$1.75 per hour.

ARTICLE VII

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 VIII

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

ARTICLE IX

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

ARTICLE X

Bedside instruction shall be \$7.00 per hour.

ARTICLE XI

Provide a work area for teachers with a typewriter, spirit duplicator, desk, and table under supervision of building principal in both Lounsberry Hollow Middle School and Walnut Ridge Elementary School.

ARTICLE XII

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

ARTICLE XIII

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. This committee shall make recommendations to the Board of Education for their approval.

ARTICLE XIV

There shall be three personal days without loss of pay to be used for personal business that can not 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.

APPENDIX I

1970-71 Salary Guide

	B.A.	B.A. + 10*	B.A. + 20*	B.A. + 30*	M.A.	M.A. + 15*	M.A. + 30*	R.N.-N.D.
1.	7400	7600	7800	8000	8200	8400	8600	5900
2.	7710	8110	8310	8510	8710	8910	9110	6240
3.	8130	8530	8580	8780	8980	9180	9380	6584
4.	8604	8704	8904	9104	9304	9504	9704	6833
5.	8986	9186	9386	9586	9786	9986	10,186	7212
6.	9214	9514	9714	9914	10,114	10,314	10,514	7586
7.	9692	9892	10,092	10,292	10,492	10,692	10,892	7856
8.	10,070	10,270	10,470	10,670	10,870	11,070	11,270	8184
9.	10,448	10,648	10,848	11,048	11,248	11,448	11,648	3400
10.	10,826	11,026	11,226	11,426	11,626	11,826	12,026	3882
11.	11,204	11,404	11,604	11,804	12,004	12,204	12,404	
12.	11,582	11,782	11,982	12,182	12,382	12,582	12,782	
13.	11,988	12,188	12,388	12,588	12,788	12,988	13,188	
14.					13,188	13,388	13,588	

* Graduate credits only

1. All credits*earner up to August 31st shall be included in determining the contract salary for the current school year.
2. Teachers who accept a position at a salary below their place on the guide shall receive yearly increments that will place them on guide at the beginning of their tenure year.

DURATION OF AGREEMENT

This Agreement shall be effective as of September 1, 1970 and shall continue in effect until August 31, 1971.

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 hereon, under the date of May 29, 1970.

THE BOARD OF EDUCATION,
VERNON TOWNSHIP

Amisa M. Gilpatrick
Amisa Gilpatrick, President

Nancy A. Greilich
Nancy A. Greilich, Secretary

THE VERNON TOWNSHIP EDUCATION ASSOCIATION

Fred Spatt
Fred Spatt, President

Ruth Struble
Ruth Struble, Secretary