

Vineland Education Association

Proposed Contract Changes

April 16, 2019

1. Unless expressly stated below, all other terms and conditions remain as is.
2. *Article 1 – Recognition Clause:* all references to “Director of Personnel” changed to “Executive Director of Personnel”
3. A. *Article 3 – Grievance Procedure:* Revise A.1 for consistency with C.4b.3 to state, “Such grievance may be appealed up to and including Level Two.” (Grievances of administrative decisions are only appealable up to the Superintendent. No change, only fixes a prior mistake that listed Level Three.)  
B. C.4e.4 - Replace reference to “New Jersey Dept. of Personnel” with “N.J. Civil Service Commission”
4. *Article 5 – Association Rights and Privileges:* Add: “On or about the last day of each month, beginning with the month this Agreement becomes effective, or as required pursuant to the New Jersey Workplace Democracy Enhancement Act, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.”
5. *Article 7 – Teacher Employment –* Rename article “Salary Placement/Credit”  
Delete paragraph D, and replace with “All employees shall be able to observe through electronic access their available sick leave time. The Board shall update the accruals as of June 30<sup>th</sup> of each year.”
6. *Article 8 – Work Year:* F.6 revised to read, “The ten (10) month ~~employees~~secretaries may be required to report for work in their assigned full-time position up to five (5) working days before the teachers arrive for the new school year. For those days prior to September 1, the secretary shall be compensated on a pro-rata basis for each such day worked. ~~The application of this rule shall apply for any days worked after June 30.~~”
7. *Article 9 – Work Day.* No changes for 2018-19. Effective July 1, 2019, grades 6-8:
  - a. Teacher workday shall be seven hours in length and shall include the following:
    - i. Ten minutes prior to the start of the school day.
    - ii. Ten minutes after the student dismissal bell.
    - iii. Forty minutes of duty-free lunch for any teacher employed by both morning and afternoon sessions.
    - iv. Forty minutes of conference/preparation time
    - v. Up to three-hundred twenty minutes of pupil contact time, which may be used for instructional time.
  - b. Current contractual provisions inconsistent with this schedule shall be replaced, and those not in conflict with these changes, shall remain in place.
  - c. Effective July 1, 2020, the same provisions above (i-v) shall be in effect for grades 9-12.
  - d. (No changes for elementary or pre-school)
8. *Article 11 – Salaries*
  - a. Revise A.3 to eliminate language that made twice monthly paychecks and direct deposit optional. They have already been required. (Direct Deposit is required by state law.)
  - b. Re-letter paragraph D as C, E as D, F as E.
  - c. Memorialize practice of not paying step increases upon expiration of contract until a successor agreement: “The parties mutually agree that should negotiations for a successor contract not be completed prior to expiration, unit members shall not be moved up a step on the salary guide for the next year. Movement shall be interpreted as a vertical step increase, a column differential based on educational credit or degree attainment, or an increase in longevity based on years of service.”
9. *Article 12 – Salaries/Vacations – Secretaries*
  - a. Same as 8.c above; no paying of increments until a successor agreement is ratified by both parties.

- b. Vacation Schedule – C(b); ~~Eliminate Effective July 1, 1995, employees subject to this sub-article may accumulate no more than 5 vacation days for use in the subsequent year. Vacation entitlement accumulate prior to July 1, 1995 shall remain available to employees affected by this sub-article.~~  
 Replace with: Ten and 12 month employees may carry one year’s allotment to the following year to be used by June 30 of that year. Any days carried and not used by June 30 shall be forfeited.
- c. Revise vacation chart for 12 month employees as follows and add chart for 10 month employees:

12 Month			
<u>Beginning Year</u>	<u>Days Earned</u>	<u>Notes</u>	
1	1 day per month	maximum 12 days	
2-10	12	Granted/Available for use July 1	
11-15	15	“	“ “ “
16	16	“	“ “ “
17	17	“	“ “ “
18	18	“	“ “ “
19	19	“	“ “ “
20	20	“	“ “ “

10 Month			
<u>Beginning Year</u>	<u>Days Earned</u>	<u>Notes</u>	
1	1 day per month	maximum 10 days	
2-10	10	Granted/Available for use July 1	
11-15	12.5	“	“ “ “
16	13	“	“ “ “
17	14	“	“ “ “
18	15	“	“ “ “
19	16	“	“ “ “
20	17	“	“ “ “

- d. D. Promotion - incorporate Dec. 2017 sidebar agreement: “A secretary or clerical staff member already holding a ‘principal’ title and having been assigned permanent, additional clerical job responsibilities, may remain in the ‘principal’ title and receive up to \$3,500, in addition to his/her base salary. It is acknowledged by the Association and the Board that additional work volume is not necessarily additional responsibility.”

10. Article 13 – Teacher Evaluation, Paragraph B – Add: “The parties recognize that an electronic signature may be accepted in the absence of a physical signature. The Board shall have the right to require electronic signatures. Teaching staff shall have the right to a printed copy at their option.”
11. Article 14 – Vacancies, Transfers & Reassignments:
- a. Revise A to allow for electronic postings and vacancies and promotional opportunities or vacancies.
  - b. Add to D – “The parties recognize that, as applicable, the Board is subject to the rules and regulations of the N.J. Civil Service Commission, which may ultimately determine the identity of the successful secretarial candidate for new positions, vacancies and/or promotions.”
  - c. Add to D: “Leave time in the final year of employment shall be pro-rated upon time actually worked in that year.” (for purposes of payment for unused sick or personal time at retirement)
12. Article 15 – Sick Leave:
- a. Add to paragraph A: “In the final year of employment, sick leave shall be pro-rated based upon time actually worked in that year.” (for purposes of payment for unused sick or personal time at retirement)
  - b. Revise C: “Any teacher retiring as defined by the State of N.J. Div. of Pensions & Benefits, shall receive for each day of unused accumulated sick leave \$70 multiplied by the number of such days accumulated

with a cap of ~~\$20,000~~ \$15,000. Secretarial reimbursement shall be equal to sixty (60%) percent of the teacher reimbursement. Any employee with more than \$15,000 earned as of the date of ratification of this Agreement shall be entitled to that amount in excess of the \$15,000 cap prior to retirement. In that event, the employee shall be capped at \$15,000.”

- c. Eliminate Section D. (referenced the \$20,000 cap and cap waived if notice given prior to Nov. 1 notice for following year.
- d. F(2)(a): Add “In the final year of employment, sick leave shall be pro-rated based upon time actually worked in that year.” (for purposes of payment for unused sick time only)
- e. F(2)(b): Revise to “An employee who has been laid off and subsequently becomes reemployed shall be credited with the total accrued sick leave at the time of layoff from the District.”

13. *Article 16 – Temporary Leaves of Absence and Personal Leave Days*

- a. Add to end of second sentence in subarticle C: “All unused temporary or personal leave days available in any school year shall be converted to accumulated sick leave, as provided for in Article 15C, and subject to N.J.S.A. 18A:30 and the New Jersey Civil Service Commission. Leave time in the final year of employment shall be pro-rated based upon time actually worked in that year.”

14. *Article 17 – Extended Leaves of Absence:* Paragraph C, revise: “A ~~teacher~~ employee shall be paid his regular pay, in addition to any military pay received, for up to 90 working days in a calendar year during the period of this military training or active duty.”

15. *Article 18 – Professional Development and Educational Improvement*

- a. Paragraph A: update course reimbursement dates to July 1, 2018 to June 30, 2020 and July 1, 2020 to June 30, 2022.
- b. Delete A.1 and A.2 – (no reimbursement for year 1 of employment or while non-tenured) no longer relevant or possible since reimbursement is only permissible for tenured employees.
- c. Add new language: “Speech language pathologists (aka speech therapists) shall be reimbursed by the Board each year for the cost of renewal of their Certificate of Clinical Competence.

16. *Article 21 – Deduction from Salary*

- a. Paragraph A revise to “...Said monies together with records of any corrections shall be transmitted to the Membership Division of the New Jersey Education Association by the 15<sup>th</sup> of each month...” (changes reference from “treasurer of the Vineland Education Association.)
- b. Paragraph B revise to “An appropriate authorization form as provided by the ~~Board of Education~~ Vineland Education Association by the 15<sup>th</sup> of each month...”
- c. Paragraph D revise to: “Employees may individually elect to have monies ~~deducted~~ directly deposited from their pay into the Members First of NJ Federal Credit Union. ~~Said deductions may be changed no more than two times during a school year. These funds shall be placed in the Cumberland School Employees Federal Credit Union.~~

17. *Article 23 – Insurance Protection*

- a. A(2) - Add “Effective July 1, 2019, no waiver payment will be made to any employee for waiver of coverage. Employees shall retain the right to opt out of benefits in the event the employee demonstrates proof of alternate coverage. In consideration of the elimination of this benefit, a wage guide adjustment of \$300,000 shall be applied.” (this eliminates payment for opting out of insurance and applies most of that savings to the salary guide to pay salary increases to all members. *Due to Ch. 78, members can no longer coordinate benefits and have double coverage for self or family. Since benefits are no longer free, there is no need to take and pay for additional coverage. There is no longer any financial benefit for opting out of insurance OR holding extra insurance.*)

- b. The vision insurance rider to our Aetna medical plan will be eliminated. This saved \$98,000. The coverage was redundant as benefits are already provided under our contractually guaranteed VSP vision insurance plan.
18. Certificated Salary Guides to be distributed and incorporated as Schedule A.
  19. No change to Schedule B.
  20. Schedule C – Revised Civil Service titles in accordance with Civil Service title current title list.
  21. Secretarial Salary Guides to be distributed and incorporated as Schedule D.
  22. Miscellaneous:
    - a. The Association agrees to withdraw the pending grievance with regard to pro-ration of employee leave time at retirement.
    - b. Add new Management Rights section. (See attachment) This only references rights already enshrined in state law. It does not give the Board any further or additional rights over employees.
    - c. All leave of absence language will be combined into one separate article.
    - d. The N.J. Public Employee Relations Commission (P.E.R.C.) Fact-Finder, Robert Glasson, retains jurisdiction pending final approval of the terms of this Memorandum of Agreement and execution of a final agreement between the parties.
    - e. The parties shall meet to develop mutually agreeable salary guides consistent with this Memorandum of Agreement. (done, guides as presented)
  23. All other terms and conditions not listed above remain as currently written in the expired Agreement.
  24. All members are entitled to vote on the ratification of this memorandum of agreement. Voting shall take place on Thursday, April 18 at your building as conducted by your Building’s Association Representatives.
  25. This information, salary guides and this document will be posted on the members only Contract section of the Association website: [vea-njea.org](http://vea-njea.org). You will have to log in with your NJEA credentials from your membership card. Your password, if you never changed it, is the last four digits of your SSN. Please feel free to direct further questions to the Bargaining Committee or the VEA office at 856-696-9200:
 

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Mil Johnson, Landis Admin. Bldg / Secretarial	Patti Gibbs, Memorial I.S.
Robert Imperato, VHS-N	
- Note: Pre-K representative resigned from the district and was not replaced as we were in mediation and proposed workday changes did not affect Pre-K.

### **NEW ARTICLE: MANAGEMENT RIGHTS**

A. The Board and/or Superintendent hereby retain and reserve, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States., including but without limiting the generality of the foregoing, the following rights:

1. To the executive management and administrative control of the Board and its properties and facilities and to determine the methods of operation to be offered by its employees and to direct the on-the-job activities of its Employees;

2. To determine the standards of selection of employment and to hire all employees and subject to the provisions of Law, to determine their qualifications and conditions for continued employment or assignment and to promote and transfer employees as defined in the Collective Bargaining Agreement;

3. To suspend, demote, discharge or take other disciplinary action for just cause according to Law;

4. To relieve its employees from duty because of lack of work, lack of funding or legal cause;

5. To maintain the efficiency of its operation;

6. To determine the methods, means and personnel by which its operations are to be conducted; and

7. To exercise complete control and discretion over its organization and the technology of performing its work.

The exercise of the foregoing powers, rights, authorities, duties and responsibilities of the Employer, the adoption of policies, rules, regulations and practices in furtherance thereof and the use of judgment and discretion in connection herewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the United States. \_