

AGREEMENT

Between

HADDONFIELD BOARD OF EDUCATION

and

HADDONFIELD EDUCATION ASSOCIATION - SECRETARY-CLERICAL UNIT

X July 1, 1988 - June 30, 1991

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
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ARTICLE I

RECOGNITION

A. The Haddonfield Education Association - Secretary-Clerical Unit (hereinafter "Association") understands that the Haddonfield Board of Education (hereinafter "Board") is the representative of the government of the State of New Jersey charged with the responsibility under the law of operating public schools in the Borough of Haddonfield.

B. The Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiations concerning grievances and terms and conditions of employment for all secretaries and clericals under contract or on leave employed by the Board, but excluding all other employees including other white collar employees, professionals, confidentials, and supervisors within the meaning of the Act. (34:13A-1 et. seq.).

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

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiation for a successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning terms and conditions of employment for secretaries and clericals. Such negotiations shall begin in accordance with the Rules and Regulations of the Public Employment Relations Commission. Any Agreement so negotiated shall be reduced in writing and signed by the Board and the Association, upon ratification by the Association, and adoption by the Board by a majority vote at a public meeting.

B. 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. A "Grievance" is a claim by an employee that there has been a misinterpretation, misapplication or violation of this Agreement.

B. The processing of a grievance shall not interfere with the continuity, safety or efficiency of operations.

C. Every effort shall be made to resolve grievances at the lowest possible step and a grievance shall be processed as follows:

Step One: The employee shall first present the grievance orally to her Supervisor within ten (10) employee working days from the actual occurrence of the facts which gave rise to the grievance or within ten (10) such days after the employee knew or should have known of the grievance. The Supervisor shall give his oral answer within three (3) employee working days following the receipt of the grievance.

Step Two: If, within five (5) working days after the meeting referred to in Step One, the Supervisor fails to announce a decision, or denies the grievance, then the Association representative may present the written grievance to the Board Secretary within five (5) working days after receipt of the grievance in writing. The employee may have his representative present at the meeting with the Board Secretary.

Step Three: If, within five (5) working days after the meeting referred to in Step Two, the Board Secretary fails to announce a decision, or denies the grievance (which denial shall be in writing), then the Association representative may present the written grievance to the Superintendent of Schools within five (5) working days thereafter. The Superintendent of Schools shall conduct a meeting within ten (10) working days after receipt of the grievance in writing.

Step Four: If, within five (5) working days after the meeting referred to in Step Three, the Superintendent fails to announce a decision or denies the grievance (which denial shall be in writing), then within five (5) working days thereafter the grievance may be submitted to arbitration.

a. In the event the matter is taken to arbitration, it shall be referred to the New Brunswick office of the American Arbitration Association for the selection of an impartial arbitrator. The arbitrator shall then proceed in accordance with the rules of that Association.

b. The arbitrator's decision shall be advisory only.

c. Any arbitrator appointed pursuant to this Agreement may not render a decision which changes, modifies or substitutes, adds or subtracts from the provisions of the Agreement.

d. Pursuant to N.J.S.A. 34:13A-5.3, notwithstanding any procedures for the resolution of disputes, controversies or grievances established by any other statute, grievance procedures established by agreement of the parties hereto shall be utilized for any dispute covered by the terms of such agreement.

Step Five: The arbitrator's decision shall be submitted to the Board and Association for review within thirty (30) days following completion of the arbitration. The Board may accept or reject the arbitrator's decision in whole or in part, which acceptance

or rejection shall be conclusive and binding on the parties, subject to the laws of New Jersey. The Association or the aggrieved employee shall have the opportunity to be heard prior to Board action.

D. Any grievance shall be considered as settled on the basis of the Board representative's last answer or non-response, if not appealed to the next step or to arbitration within the time limitations set forth herein. If said time limitations are extended, they must be by written mutual consent of the Board Secretary and the appropriate Association representative.

E. The Association agrees that investigation and/or processing of grievances shall take place during non-working hours unless otherwise scheduled by the Board's representative (in such case, the employee shall suffer no loss of pay). Each party shall bear its own expenses for presentation of its case, including cost of any witnesses. The arbitrator's fee shall be borne equally by the parties.

F. The reference to working days shall mean Monday through Friday and shall not include, Saturday, Sunday or holidays.

G. The resolution, if any, of the grievance at any step of the grievance procedure, shall be in writing.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to Chapter 123, Public Laws of 1974, the Board and the Association hereby agree that every employee shall have the right to freely organize, join and support the Association and its affiliates as well as to freely refuse to engage in such activities.

B. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof, concerning any matter which could result in the termination of employment of that employee, then she shall be given prior written notice thereof, which notice shall also advise that she has the right to have a representative of her choosing present at such meeting.

1. The foregoing does not apply to the investigatory process.

ARTICLE V

ASSOCIATION RIGHTS

A. The N.J.E.A. Uni-Serve Representative shall be permitted to transact official Association business on school property at all reasonable times provided this does not interfere with or interrupt normal school operation. Prior notification to the Superintendent or his designee shall be given.

B. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary so long as it does not disrupt mail distribution for school purposes.

ARTICLE VI

WORK HOURS

A. The work day for all employees in this unit shall consist of eight and one-quarter (8-1/4) hours inclusive of a sixty (60) minute lunch period. All employees shall be scheduled by their Supervisor.

B. Immediately upon the closing of school in June until school opening in September, the normal work day shall consist of seven (7) hours, inclusive of a sixty (60) minute lunch period.

C. During the pupils' school year, the principal has the option to release an employee up to thirty (30) minutes prior to the normal closing time on Fridays and on any full school day prior to a school vacation closing.

ARTICLE VII

WORK YEAR

A. During the pupil school year, all employees shall work the same number of days as those worked by teaching staff.

ARTICLE VIII

HOLIDAYS

A. All employees shall be entitled to the same holidays as teaching staff.

B. Twelve (12) month employees shall also receive July 4th and Labor Day as paid holidays.

ARTICLE IX

VACATIONS

A. Twelve (12) month employees shall be entitled to the following vacation:

1. Upon completion of one (1) year of employment - two (2) weeks vacation.

2. Upon completion of five (5) years of employment - three (3) weeks vacation.

11th year - 3 weeks & 1 day
12th year - 3 weeks & 2 days
13th year - 3 weeks & 3 days
14th year - 3 weeks & 4 days
15th year - 4 weeks

3. Less than one (1) year of employment, one (1) day per month, not to exceed nine (9) days.

4. Employees who regularly are scheduled to work less than five (5) days per week shall receive vacation on a pro rata basis.

B. Vacation eligibility shall be determined as of July 1st of each year.

C. Vacation scheduling shall be coordinated with the needs of the Board. However, scheduling requests shall not be unreasonably denied.

D. Earned vacation shall be paid according to the proportion of full months work to the total contract year unless proper notice has not been given or the employee is terminated for cause.

E. Employees who previously served the district as school aides shall receive one (1) year's service credit for each two (2) years of continuous service immediately prior to employment as a clerk or secretary.

F. Employees who previously served the district as 10-month clerk typists or 10-month secretaries and are awarded a 12-month contract shall receive one (1) vacation day per month, not to exceed ten (10) days for the previous months worked under the 10 month contract.

ARTICLE X

SICK LEAVE

A. Each employee shall earn one sick day per month with unused days accumulating from year to year.

B. Employees shall be given a written accounting of accumulated sick days no later than September 15th of each school year.

C. Payment for unused sick days shall be made upon retirement according to the following schedule:

1. \$25 per day for employees retiring with fifteen (15) or more years but less than twenty (20) years service in the district.
2. \$30 per day for employees retiring with twenty (20) years or more service in the district.
3. \$15 per day for employees retiring at age 65 or older with less than 15 years service.

ARTICLE XI

MEDICAL INSURANCE

A. The Board shall provide a policy of insurance for basic hospitalization, surgical and major medical insurance for employees and dependents with coverage comparable to the State 14/20 Plan. The Board shall pay the full premium cost for the individual employee's coverage. The employee's contribution shall be as follows: \$85 per year for full family coverage (Code 50); \$70 per year for husband and wife (Code 40); \$25 per year for employee and child (Code 80).

The employee's contribution shall be deducted from his monthly salary. The above coverage shall be provided for each employee and dependents for whom the employee shall apply and who are determined eligible for such coverage. The Board reserves the right to seek comparable coverage at a reduced cost that would be mutually acceptable to the Board and the Association.

B. The Board shall provide a dental plan that includes a DMO option and a benefits schedule of 50% of usual and customary fees for the current contract coverage codes. The employee shall contribute \$1 per month (\$10 per year) for individual coverage or \$2 per month (\$20 per year) for family dental plan coverage.

C. The Board shall continue a prescription drug program for the individual employee. The employee shall contribute \$1 per month (\$10 per year).

D. The Board of Education will set up a Flexible Spending Account for each employee who volunteers to contribute at least \$50 annually to his/her personal FSA. The Board of Education will also make an annual \$50 contribution to the above accounts.

The Board will pay all administrative costs for setting up and managing the plan for those employees who elect to participate in and contribute to an FSA.

The concept of providing an incentive to reduce and/or drop unnecessary coverage is endorsed by both the Board of Education and the Haddonfield Education Association. The parties will jointly develop procedures to implement the incentive feature of the FSA benefit.

ARTICLE XII

LEAVES OF ABSENCE

Employees may receive the following non-cumulative leaves of absence, in addition to sick leave, with pay each year.

A. Personal Leave of Absence

Up to a total of three (3) days per year may be allowed for absence of a personal nature. These include but are not limited to:

1. A legal proceeding. No employee shall be entitled to a personal leave with pay under this provision for attendance at a legal proceeding which he/she has instituted against the Board.

2. Marriage of employee or marriage in immediate family.
3. Personal business which cannot be handled outside of school hours.

Application for approval of leave of absence shall be made by the employee to the Superintendent through the employee's building Principal, or in the case of the Child Study Team through the Supervisor of Special Services. The Board shall permit days for absence of a personal nature to be taken without describing the details of the reason but with the requirement to indicate the reason under 1, 2 or 3 above. One day per year may be taken without the need to state the reason. A request for the approval of the absence must be made. In the opinion of the Board, should there be evidence that the privilege of not giving reasons is being abused, this provision shall be revoked. Days not used shall be credited as sick leave days, providing no more than forty (40) such days be credited as sick leave for each employee.

B. Death

In the event of death of an employee's spouse or child up to ten (10) paid days of leave of absence shall be granted.

In the event of death of a member of the employee's immediate family other than a spouse or child, as described in C.1. below, the employee shall be allowed a leave of absence of three (3) days. One day a year shall be granted in the event of death of an employee's friend or relative outside the employee's immediate family as defined below. Any extension of the leave of absence shall be determined by the Superintendent of Schools in light of the circumstances.

C. Serious Illness in Immediate Family

In the event of serious illness in the employee's immediate family, as defined below, the employee shall be allowed a leave of up to three (3) days per year.

1. Immediate Family. "Immediate Family" shall include father, mother, father-in-law, mother-in-law, spouse, child, brother, sister or any member of the immediate household.

D. Disability Leave

1. Any employee who becomes disabled due to injury or illness (including pregnancy) shall notify the Superintendent as soon as possible after the injury is sustained, or after the illness becomes known, of the reason for the disability and the period of time it is estimated that the employee will be unable to perform his or her duties because of the disability.

2. The employee shall be granted disability leave while disabled and during that time shall be paid sick leave allowance to the extent that same is available pursuant to sub-paragraph A. above for days lost from work.

3. The Board may request employees who are absent on disability leave to provide it with medical certification from the employee's treating physician and also, if it elects, to have the employee examined by a physician of its choosing.

E. Extended Leaves

Extended leaves of absence without pay may be granted by the Board of Education. All extended leaves of absence and renewals thereof shall be requested and granted in writing.

ARTICLE XIII

SALARIES

A. The salary guide for employees covered by this Agreement is set forth as Salary Schedule which is attached hereto and made a part hereof.

B. During the term of this Agreement, each employee shall be paid on the 15th and the last working day of each month of the contract year.

C. When a pay day falls on or during a school holiday or weekend, employees shall receive their pay checks on the last previous working day. Employees scheduled for vacation may request their pay checks on the last working day prior to commencement of their vacation. If the checks are available, the request shall be granted.

ARTICLE XIV

RESIGNATION

An employee who is resigning from her position shall give fourteen (14) days notice.

ARTICLE XV

NOTIFICATION OF CONTRACT AND SALARY

Employees shall be notified of their contract status for the ensuing year no later than April 30th. Notification of salary status shall depend upon the status of negotiations.

ARTICLE XVI

MISCELLANEOUS

A. In consideration of this Agreement, the Board and the Association shall refrain from actions normally associated with the terms "strike" or "sanctions".

B. Subject to the provisions of this Agreement, the Board reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as are normally and customarily exercised by Boards of Education in the management of the school districts.

C. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions 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.

D. Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.

XVII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1991. Either party must give written notice not later than November 1 of any changes desired in the Agreement commencing July 1. The party giving written notice of any changes desired in this Agreement shall at the same time present such proposals as far as practicable in the language and form of the specific contract provisions which they propose for inclusion in the Agreement to effect such changes.

B. Negotiations shall commence in accordance with the timetable established by the New Jersey Public Employment Relations Commission.

C. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.