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AGREEMENT

NORTH BRUNSWICK OFFICE PERSONNEL ASSOCIATION

JULY 1, 1972 - JUNE 30, 1973

TITLE

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Office Personnel Association Unit as the majority representative for collective negotiations under Chapter 303 Laws of New Jersey, 1968 for the following:

Secretaries

Clerks

Attendance Officer

- B. Unless otherwise indicated the term "staff" when used hereinafter in the agreement, shall refer to all employees represented by the Office Personnel Association Unit in the negotiating unit as defined above, and references to male personnel shall include female personnel.

ARTICLE II

NEGOTIATION PROCEDURE

The parties agree to comply with the requirements of Chapter 303, Public Laws of 1963.

A. The parties agree to comply with the requirements of Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires.

B. During negotiation, the Board and the Office Personnel Assoc. Unit shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available any public information of the North Brunswick school district.

C. At the close of each negotiations session, the parties will agree on an agenda for the next negotiation session. Either party may add to this agenda by written notice to the other party no less than five (5) days prior to the previously set negotiation session.

D. All negotiations session between the parties shall be scheduled at least five days in advance, to take place when persons involved are free from job responsibilities, unless otherwise agreed.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" shall mean a complaint in writing by a secretary, clerk or attendance officer (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this agreement. Except that the term "grievance" shall not apply to any matter as to which (a) a method of review is prescribed by law, or (b) the Board of Education is without authority to act or (c) a complaint of a non-tenure secretary, clerk or attendance officer which arises by reason of his not being re-employed. (d) Any matter which the Public Employees Relations Commission has ruled or has the power to rule. Nothing herein shall limit the right of (secretaries, clerks and attendance officer) to request a hearing or initiate a grievance in accordance with Board of Education policy #2330. As used in this definition, the term "Office Personnel Assoc. Unit" shall mean also a group of secretaries, clerks and attendance officer having the same grievance.

2. An "aggrieved person" is the person or persons claiming the grievance.

3. A "party in interest" is the person or persons claiming the grievance and any person who might be required to take action or against whom action might be taken or order to resolve the grievance.

B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. An individual employee at any time may present grievances.

C. Rights of Secretaries, Clerks and Attendance Officer to Representation

1. Any individual secretary, clerk or attendance officer of the district shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his own grievance at any step or to designate a representative(s) of the Association or other person of his own choosing to appear with him at any step after Level One.

D. 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. It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board or its agent to hold the proceedings during regular working hours, a secretary, clerk or attendance officer participating in any level of the grievance procedure, with any representative of the Board, shall be released from the assigned duties without loss of salary.

4. Level One

A secretary, clerk or attendance officer with a grievance shall first submit it in writing to his principal or immediate superior, with the objectives of resolving the matter informally. Forms for filing grievance and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution.

5. Level Two

If the aggrieved person has not received a written reply from Level One within five (5) school days and/or is not satisfied with the disposition of his grievance, he shall file a grievance in writing with the Superintendent of Schools within ten (10) school days after the filing of the grievance at Level One. If such notification is not received within the total ten (10) school day period the grievance shall be considered as waived, and thereafter estopped from pursuing said claim.

6. 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 of Schools, he may within five (5) school days after the decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, submit in writing his grievance to the Board. The Board shall hold a hearing and render a decision within fifteen (15) school days after receipt of the grievance. If such notification is not received within a fifteen (15) school day period, the grievance shall be considered waived, and thereafter estopped from pursuing said claim.

7. Level Four

In the event that the grievance is not resolved, it shall be submitted to a mediator, mutually named by the Association and the Board of Education.

3. In no case shall any grievance be permitted that has not been activated within the thirty (30) days following the inception of the act or event that alleged to have given rise to the grievance. This clause is intended to operate as a statute of limitation.

E. Limitation

1. An employee or groups of employees shall not have the right to refuse to follow an administrative direction or Board policy on the grounds that he has instituted a grievance.

F. Miscellaneous

1. All decisions rendered at Level Two and Three of the grievance procedures shall be in writing and shall be transmitted promptly to all parties in interest.

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.

ARTICLE IV

Office personnel shall receive salary increases for the 1972-73 school year as follows:

Attendance Officer and Clerk Typist - 10 month	\$450
Clerk Typist - 12 month	450
Secretary to Principal Elementary School - 10 month	450
Secretary to Principal Secondary School - 12 month	450
Secretary - 12 month and Assistant Bookkeeper	450
Executive Secretary and Bookkeeper	450

Personnel who have completed their 5th contract obligation in North Brunswick shall receive \$100 longevity pay with the next contract.

Personnel who have completed their 10th contract obligation in North Brunswick shall receive \$100 longevity pay with the next contract.

Personnel who have completed their 15th contract obligation in North Brunswick shall receive \$100 longevity pay with the next contract.

(longevity pay is in addition to the annual contract)

Any new employee shall not be paid more than a present employee within that category with the same years of experience in the North Brunswick School system.

ARTICLE V
BENEFITS & CONDITIONS

1. Leave

Any full-time clerical employee shall have without loss of pay:

- 1) Eleven (11) sick leave days per year.
- 2) Three (3) days personal leave days per year, non-cumulative, as defined in Policy #4154.
- 3) Three (3) funeral leave days per year for immediate family (husband, wife, mother, father, mother-in-law, father-in-law, child, sister, brother, grandfather, grandmother, or anyone making his or her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee) - if there is a loss of more than one member of the immediate family during the year, three days shall be granted for each loss.
- 4) Any full-time clerical employee with more than one full year of employment shall have 5 working days' absence with pay in the event of her marriage.
- 5) Inclement Weather - if schools are closed for inclement weather by the Board of Education all offices to be closed.

If schools are dismissed early due to inclement weather by the Board of Education, all offices to be dismissed 1 hour later.

2. Vacation

- 1) The vacation entitlement for 12 month full-time clerical employees shall be:

Completion of 1-12 months - vacation days prorated at .42 per number of months worked

"	"	1-5 years employment	- 10 working days
"	"	6-10 "	" - 15 " "
"	"	11th "	" - 16 " "
"	"	12th "	" - 17 " "
"	"	13th "	" - 18 " "
"	"	14th "	" - 19 " "
"	"	15th "	" - 20 " "

- 2) The vacation entitlement for 12 month part-time clerical employees shall be prorated portion of the 12 month full-time clerical employees' vacation, based on the hours worked per day as compared to a full 7 hour work day.
- 3) There is no vacation entitlement for 10 month full-time clerical employees. They are not required to work on days when school is not in session, except to complete the month of June.

3. Holidays

July 4	November 23	February 19
September 4	November 24	April 20
September 18	December 25	April 23
October 9	December 26	May 28
October 23	January 1	

4. Insurance

Whatever benefits are granted to the N.B.E.A shall be granted to the clerical employees. Any contributory plan entered into with the N.B.E.A. shall be made available to the secretarial group wherever possible according to the regulations of the carrier.

5. Reclassification

Whenever a clerical employee shall be reclassified due to an opening in the system, her salary shall be adjusted accordingly, but in no event shall she be penalized salary wise through reclassification, but subsequent salary negotiations will be based on the newly assigned category.

6. Summer Hours

All 12 month clerical employees to work 6 hours per day during the months of July and August.

ARTICLE VI

AUTHORIZATIONS

This agreement was approved at a ^{special}~~regularly~~ scheduled meeting of the Board of Education on June 27, 1972 by a 7 to 0 roll call vote.

ON THIS 29th DAY OF June, 1972

For the North Brunswick Office Personnel Association:

Alger M. Rosen June M. Ewald

For the North Brunswick Board of Education

Christine Krause W. J. [unclear]
President Secretary