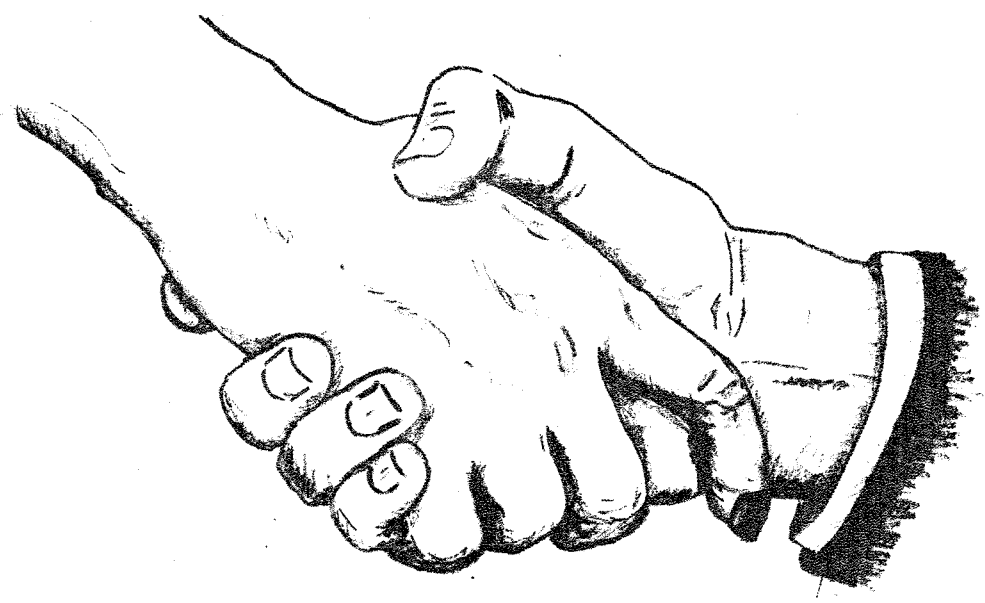


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THIS BOOK DOES NOT CIRCULATE

COLLECTIVE NEGOTIATION AGREEMENT



BETWEEN

THE DUMONT BOARD OF EDUCATION

AND

THE DUMONT EDUCATIONAL SECRETARIES ASSOCIATION

JULY 1, 1975 - JUNE 30, 1976

Bergen County

Collective Negotiation Agreement

Between
The Dumont Board of Education
and
The Dumont Educational Secretaries Association
July 1, 1975 - June 30, 1976

Preamble

This agreement is entered into in order to comply with and conform to the New Jersey Employer-Employee Relations Act as amended by Chapter 123 Public Laws of 1975, by and between the Board of Education and The Dumont Educational Secretaries Association. The purpose of this agreement is to establish an orderly procedure for negotiations between the Board of Education and the secretarial/clerical personnel, leading to agreements on terms and conditions of employment.

ARTICLE I

Recognition

The Board of Education recognizes The Dumont Educational Secretaries Association as the exclusive negotiating representative for all contractual employees in classifications set forth in Appendix A.

ARTICLE II

Negotiation of Successor Agreement

- A. The parties for negotiation shall be composed of not more than three members designated by the Association and three members of the Board.
- B. Negotiations shall be conducted according to the following provisions:

1. Requests for Negotiating Sessions

- a. A negotiating session shall be initiated when either the Board or the Association delivers a written request for such a session to the Superintendent.
- b. A request for a negotiating session shall include a brief statement of the matter or matters to be negotiated or discussed.
- c. Upon receipt of such a request, the Superintendent shall prepare and transmit copies to each member of the negotiating panels.
- d. The Superintendent shall by consultation with each side set a mutually agreeable date, time, and place for the requested negotiation session, as well as for subsequent sessions until the matter is disposed of. He shall provide the services of a competent person acceptable to both parties to keep the minutes of the negotiation sessions, and he shall make all other arrangements appropriate or necessary for each session.
- e. In the negotiating process the Superintendent of Schools shall exercise independent judgement to assist both parties in arriving at reasonable decisions.

2. Conduct of Negotiating Sessions

- a. All communications between the parties relating to this Agreement shall be made in writing, addressed and given to the President and Negotiation Chairman of and for the Association and to the Superintendent of the Schools on behalf of the Board.

- b. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1975 in a good-faith effort to reach agreement on all matters concerning the terms, and conditions of secretarial/ clerical employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all secretarial/clerical personnel, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- c. It is understood that the October 1 date may be waived by mutual agreement of the parties in writing.
- d. The proposals of the Association presented on or before the deadline date of November 1 will represent all the proposals of the Association.
- e. During negotiations, the Board of Education and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may utilize the services of professional and/or lay representatives to assist in the negotiations.
- f. In the event that the parties have not, prior to December 1, or a mutually agreed upon extension date, achieved a mutually satisfactory agreement, at the written request of either party, a copy of which written request will be delivered to the opposing party, the Division of Public Employment Relations may, pursuant to such request, join in negotiations to mediate a voluntary resolution of any impasse then existing. Should such mediation fail to resolve such impasse or impasses, the Division of Public Employment Relations may, pursuant to law, recommend or invoke fact-finding for settlement (any cost incurred shall be borne equally by the parties).
- g. The parties understand that it is of paramount importance to the success of collective negotiations that the proceedings of the collective negotiations remain confidential and that the premature release to news media or public groups would be inimical to their mutual interest and to the public interest. The representatives agree to observe the following procedures, providing there has been good faith bargaining all the time:
 1. When either party within the joint committee intends to issue a statement to the public news media, the full committee shall be informed of the statement and its contents before release.

2. It is further understood that the other party may, if it wishes, issue a counter-statement of its position in a joint release to public news media under the same terms as noted above.
 3. Any release to public news media must contain:
 - a. The name of the organization issuing the statement.
 - b. The name of a responsible officer (preferably the chairman of the group committee) of such organization.
 4. It is also agreed that a joint release will be issued in the event that an unauthorized statement is issued to public news media.
- h. The parties agree that all items presented by November 1 have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, except by mutual consent. Further, in the event meetings are held and no agreement is reached between the parties amending the agreement, then neither party shall be charged with having created an impasse.
 - i. The execution of this agreement by the parties hereto shall take place after ratification of the provisions herein by the Association and by the Board at its next regular or special meetings following the ratification by the Association.

ARTICLE III

Applicable Law

- A. It is expressly understood that this procedure shall be binding upon the Board of Education only to the extent permitted by the Laws and Constitution of the State of New Jersey and of the United States of America and shall not impair the rights of any individual under Article I, Section 19 of the New Jersey State Constitution.
- B. It is understood by all parties that the Board on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law and the Constitution of the State of New Jersey and of the United States.

ARTICLE IV

Reproduction of this Agreement

The cost of producing one hundred (100) copies of this agreement shall be equally divided between the Board and the Association.

ARTICLE V

Grievance Procedure

A. Definition of Grievance

Grievance shall mean any alleged violation, misinterpretation, or inequitable application of any existing law, regulation, policy, or provision of this agreement which relates to or involves the employee in the exercise of duties assigned her/him.

B. Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of staff members. Both parties agree that these proceedings shall be kept 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 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 on or after June 1 (for ten month employees) which, 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 here shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

3. Level One

Any employee who has a grievance shall discuss it first with her immediate superior in an attempt to resolve the matter informally at that level.

C. Procedure (continued)

4. Level Two

If, as a result of the discussion in level one, the matter is not resolved to the satisfaction of the employee within five (5) school days after presentation of the grievance in level one, he/she shall set forth his/her grievance in writing to the principal with copies to the Superintendent of Schools and the Association. The Principal shall communicate his decision to the employee, the Superintendent of Schools, and the Association in writing within three (3) school days of receipt of the written grievance. A school day shall be defined as any day in which the school is officially in session.

5. Level Three

The employee may within three (3) school days after receiving the principal's decision, appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the principal, shall confer with the concerned parties, and upon request, with the employee or principal separately. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days after receiving the appeal. The Superintendent, at this time, shall communicate his decision, in writing, along with supporting reasons, to the employee, the principal and chairman of the Association.

6. Level Four

If the grievance is not settled to the satisfaction of the employee after reaching the Superintendent of Schools, the matter may be referred to the Association for consideration. This referral for consideration must be made within three (3) school days. The Committee shall make a determination as soon as possible, but within a period not to exceed five (5) school days after referral, notifying the employee in writing of that determination.

If the Association determines that the grievance has or may have merit it shall recommend that the grievance be heard by the Board of Education. If the Association determines that the grievance is without merit, the employee shall retain the right to appeal in writing to the Board of Education. The request in either case shall be submitted in writing within three (3) school days, through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education.

C. Procedure (continued)

The Board of Education shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within thirty (30) calendar days.

7. Level Five

Within ten (10) days of written notice of submission to advisory arbitration, the Board of Education and the Association will each name one advisor. A third member, who shall be chairman, shall be named by the first two.

The advisory arbitrators so selected shall confer with representatives of the Board of Education and the Association and hold hearings promptly. They shall issue their decision not later than ten (10) days from the date of the closing of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to them. The advisory arbitrators' decision shall be in writing and shall set forth the findings of fact, reasoning and conclusions on the issues submitted. The arbitrators shall be without power or authority to make a decision which violates the terms of the Agreement. The decision of the arbitrators shall be submitted to the Board of Education and the Association, or the party of interest and shall be advisory only, and no judgment may be entered thereon.

The costs for the services of an arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board of Education and the Association or the party of interest.

8. Failure to File

If an employee does not file a grievance in writing with the Superintendent within thirty (30) school days after the employee knew or should have known of the act or condition on which the grievance is based, the the grievance shall be waived.

D. Rights of Employee to Representation

Any individual member of the staff shall have the right to appeal the application of policies and administrative decisions affecting him/her through administrative channels. With respect to his/her personal grievances, he/she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. He/she shall have the right to present

his/her own appeal or designate representatives of the Association or another person of his/her own choosing to appear with him/her or for him/her at any step in his/her appeal. When an individual is not represented by the Association, the Association shall have the right to be present and informed at all stages of the grievance procedure.

E. Miscellaneous

1. Decisions rendered at Levels Two, Three, and Four of the Grievance Procedure shall be in writing, setting forth the decision and the reasons therefor and shall be promptly transmitted to all parties in interest and to the Chairman of the Grievance Committee of the Association. Decisions rendered at Level Five shall be in accordance with the procedures set forth in that paragraph.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared and given appropriate distribution by the Superintendent so as to facilitate operation of the grievance procedure.
4. No employee shall have the right to refuse to follow an administrative directive or a board policy on the grounds that he/she has instituted a grievance.
5. All personnel including the grievant, shall continue under the direction of the Superintendent or his designated representative regardless of the pendency of any grievance until such grievance is properly determined. Any case of violation shall be regarded as evidence of conduct unbecoming an employee within the purview of the tenure of office act.
6. Any grievance supported by the Association and not resolved to the satisfaction of the party of interest, after review by the Board of Education may at the written request of the Association be submitted to advisory arbitration, except in the case of a grievance involving any of the following points:
 - a. A method by review is prescribed by law or state board rule having the force and effect of law, or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of board authority or limited to action of the board alone.

- b. A complaint of a secretarial/clerical employee that arises by reason of her/his not being re-employed.
- c. A complaint by any secretarial/clerical employee occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required.

ARTICLE VI

Secretarial/Clerical Rights

Pursuant to Chapter 123, Public Laws of New Jersey, 1975; the Board of Education hereby agrees that every secretarial/clerical employee of the Board shall have the right to organize, join and engage in collective negotiation and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board of Education undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any secretarial/ clerical employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of New Jersey, or other New Jersey applicable laws; that it shall not discriminate against any secretarial/ clerical employee with respect to terms and conditions of employment by reason of her membership in the Association and her participation in any legal activities of her association, or her institution of any grievance with respect to any terms of conditions of employment.

ARTICLE VII

Management Rights Clause

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations to:

- A. direct employees of the school district
- B. to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees.
- C. to relieve employees from duty because of lack of work or for other legitimate reasons.
- D. to maintain efficiency of the school district operations entrusted to them.

- E. to determine the methods, means, and personnel by which such operations are to be conducted; and
- F. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

It is understood by all parties to this agreement that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

ARTICLE VIII

Association Rights and Privileges

Duly authorized representatives of the secretarial organization may be given permission to transact official secretarial organization business on school property at such time and place as the administration deem reasonable so as not to interfere with or interrupt normal school operations.

In the use of buildings by the Association, the Board of Education may make a reasonable charge when special custodial service is required.

The Association may use school equipment when not otherwise in use in accordance with Board policy. Supplies in connection with such equipment use will be furnished by the Association.

ARTICLE IX

Deduction of Dues from Salaries

Pursuant to the provisions of Chapter 310, P.L. 1967, and the Rules of the State Board of Education, the Board agrees to deduct from the salaries of the secretarial/clerical personnel in the bargaining unit the dues of only one grouping to include D.E.S.A., B.C.E.A., N.J.E.A. and N.E.A.

Prior to making such deduction from the salary of any secretarial/clerical employee, the Board of Education Business Administrator must have in his records a current writing executed by the secretarial/clerical employee authorizing such deduction.

ARTICLE X

Board Policies

Matters related to the following shall be in accordance with Board policy as adopted at the effective date of this agreement:

Board Policies (continued)

Withholding of Increments
Sick Leave
Extended Sick Leave
Personal Leave
Bereavement
Leave of Absence
Maternity Leave
Performance of Legal Responsibilities
Military Leave
Non-renewal of a non-tenured secretary/clerk

ARTICLE XI

Health Benefits

The Board agrees to provide without cost to the employee, the following:

- A. The Public and School Employees Health Benefits Program administered through the New Jersey Division of Pensions or its equivalent under individual or family plan whichever is applicable to the employee.

Carrier will be chosen by the Board.

- B. Any change in benefits to teacher personnel will include secretarial/clerical personnel.

ARTICLE XII

Salary and Hours of Work

The salaries of all employees covered by this agreement are set forth in Appendix A.

The normal work week shall be thirty-five (35) hours for all full-time employees. Part-time employees' hours shall be mutually agreed to by the employee and supervisor and approved by the Superintendent of Schools, not to exceed thirty-five (35) hours per week.

All hours, for full-time employees, over thirty-five (35) hours in one week or over seven (7) hours in one day shall be paid at the straight hourly rate. All hours over forty (40) hours in one week shall be paid at the rate of time and one-half. Secretaries required to work on a Saturday, Sunday, or holiday will be paid one and one-half time's basic hourly rate.

Salary and Hours of Work (continued)

Only overtime that has received prior approval from the employee's immediate supervisor* and the Superintendent of Schools shall be paid at the above rate and shall consist of a reasonable block of time (at least one hour). The time worked shall be recorded on an overtime card and signed by the immediate supervisor and the Superintendent of Schools.

Assignment of the hourly work schedule for all employees shall be recommended by the immediate supervisor and approved by the Superintendent of Schools.

* The immediate supervisor will be considered the Principal of the school to which the employee is assigned.

ARTICLE XIII

Work-Schedule, Vacations, and Holidays

A. Work-Schedule

1. Twelve (12) month employees
The normal work schedule for twelve (12) month employees is from July 1, through June 30 with a work week of thirty-five (35) hours (seven hours per day with an hour for lunch).
2. Ten (10) month employees
The normal work schedule for ten (10) month employees is from September 1 through June 30 with a work week of thirty-five (35) hours (seven hours per day with an hour for lunch).
3. Beyond the opening and closing of the school year, twelve (12) month secretaries will work the school calendar plus one (1) duty day to be assigned at the discretion of the immediate supervisor. For any additional days worked during the school calendar, the employees shall receive one two hundred sixtieths (1/260) of their regular salary. Any such additional time shall be volunteered on the part of the employee.

During the N.J.E.A. convention recess, time off will be granted in accordance with the past practice established in the district.

B. Vacations

1. Each twelve (12) month employee shall be entitled to vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken.

2. After one year, vacation weeks may be consecutively or in part. This refers to weeks not individual days. Vacations for twelve (12) month employees will be taken during July and August or when school is not in session. Exceptions to this policy may be made with the approval of the immediate supervisor and the Superintendent of Schools.
3. If a legal holiday falls during an employee's vacation period, the employee shall have an extra day off.
4. Vacation schedules should be arranged with the immediate supervisor who will forward said schedule to the Office of the Superintendent, for approval, no later than May 1.
5. Vacation Schedule - twelve (12) month employees
 - less than 1 year, but more than four (4) months service - 1 week
 - one year, but less than three (3) years service - 2 weeks
 - three (3) years service or more - 3 weeks
6. Vacation days cannot be accrued beyond July 1 following the work year in which they were earned.

C. Holidays

For the contract period July 1 through June 30.

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Recess (Thursday & Friday)
Christmas Day
New Year's Day
President's Day (Washington's Birthday)
Good Friday
Memorial Day

In the event that Election Day is not a school holiday, two (2) hours excused time shall be granted, without loss of pay, to vote.

ARTICLE XIV

Snow Days

All secretarial personnel shall be exempt from reporting to work on days when the schools are closed because of inclement weather. It is recognized that essential services must be performed; therefore, key secretarial personnel required to report to work by their immediate supervisors shall be given a day for the time worked. The operation of the switchboard will be considered a mandatory service. Normal hours will be scheduled except that due allowance will be made for the employee's travel problems in the event transportation is difficult.

ARTICLE XV

Miscellaneous Provisions

- A. This agreement shall go into effect on July 1, 1975 and shall expire on June 30, 1976. It shall be renegotiated prior to its expiry by use of the negotiation procedures provided in this agreement.
- B. 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 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 force and effect.

ARTICLE XVI

Duration of Agreement

This agreement shall be effective as of July 1, 1975 and shall continue in effect until June 30, 1976. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

DUMONT BOARD OF EDUCATION

DUMONT EDUCATIONAL SECRETARIES ASSOCIATION

Peter P. Quione
President

F. Klassman
President

Frances S. Robinson
Chairperson, Negotiating Committee

B. Alba
Chairperson, Negotiating Committee

APPENDIX A

ASSIGNMENT OF CATEGORY AND SALARY INCREASE
1975-1976

A. Assignment of Category

1. Classification has no reference to the individual's personal ability or qualifications, but is intended to group together positions which are basically similar in duties and responsibilities.
2. Classification and category placement will be determined by the Superintendent of Schools, subject to the approval of the Board of Education.
3. All secretarial personnel under the supervision of a building principal shall be covered by this agreement.

B. Salaries for school year 1975-76

1. Salaries for the 1975-76 school year shall be increased over the 1974-75 salary of the individual employee covered by this agreement as follows:
 - a. twelve (12) month employee - \$375.00
 - b. ten (10) month employee - \$300.00