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COLLECTIVE NEGOTIATION AGREEMENT

Between

THE DUMONT BOARD OF EDUCATION
and
THE DUMONT EDUCATION ASSOCIATION, INC.
July 1, 1971 - June 30, 1973

THIS BOOK DOES
NOT CIRCULATE

ARTICLE I

Recognition

The Board of Education recognizes the D.E.A. Inc. as the exclusive negotiating representative for the following certificated personnel: teachers, school psychologist, social workers, nurses, extra curricular advisers, athletic coaches and department chairmen.

The following employees are specifically excluded from the provisions of this agreement:

Superintendent of Schools
Assistant Superintendent of Schools
Administrative Assistants
Secretary to the Board of Education - Business Manager
Principals
Vice Principals
Custodians
Secretaries and Clerks
Cafeteria Personnel
Teacher Aides
Substitute Teachers
Superintendent of Buildings and Grounds
Custodian of School Monies

The term "Teacher" when used hereinafter in this agreement shall refer to all employees represented by the name of the employee organization in the negotiation unit as above defined.

ARTICLE II

Negotiation of Successor Agreement

- A. The parties for negotiation shall be composed of not more than three members designated by the D.E.A. Inc. and three members of the Board.
- B. Duties of the Superintendent
1. The Superintendent is designated as chairman, but shall not cast a vote.
 2. He shall convene meetings at the request of:
 - a. The DEA representatives
 - b. The Board of Education representatives
 - c. Himself, acting on his own discretion

B. Duties of the Superintendent (cont.)

3. He must convene three meetings each school year. These must be held in the fall, winter and spring as follows:
 - a. Fall meetings will concern salary negotiations and other budgetary items related to fringe benefits and shall be held not later than October 1.
 - b. Winter meeting - not later than one week prior to the public adoption of the budget.
 - c. Spring meeting - not later than March 15.
4. He shall prepare all agenda mutually agreed upon by all parties and shall not deviate therefrom at any meeting except by agreement of both parties.
5. He shall be responsible for the distribution of all information setting forth the progress and results of all proceedings to the committee membership.
6. He shall act:
 - a. As a neutral adviser
 - b. As the contact between the DEA and the Board of Education.

C. Communications

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.

- D. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms, and conditions of teacher's 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 teachers, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- E. It is understood that the October 1 date may be waived by mutual agreement of the parties in writing.
- F. The proposals of the Association presented on or before the deadline date of November 1 will represent all the proposals of the Association.
- G. During negotiations, the Board of Education and the DEA, Inc. 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.

- H. 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 recommendation for settlement (the cost of which shall be borne equally by the parties).
- I. 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.
- J. The Parties agree that all negotiable items 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.
- K. The execution of this agreement by the parties hereto shall take place after ratification of the provisions herein by the DEA, Inc. and by the Board at its next regular or special meetings following the ratification by the DEA, Inc.

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

Printing of This Agreement

Copies of this Agreement shall be reproduced at the expense of the Board of Education. The Agreement shall be presented to all teachers by the opening of the school.

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 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.

C. Procedure (cont.)

2. In the event a grievance is filed on or after June 1, 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 teacher who has a grievance shall first discuss it with his principal or immediate superior, if applicable in an attempt to resolve the matter informally at that level.

4. Level Two

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

5. Level Three

The teacher 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 teacher 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 teacher, the principal and chairman of the Association.

6. Level Four

If the grievance is not settled to the satisfaction of the teacher after reaching the Superintendent of Schools, the matter may be referred to the Association for consideration. This referral for consideration must be made within (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 teacher in writing of that determination.

C. Procedures (cont)

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

7. Level Five

Any grievance supported by the Association and not resolved to the satisfaction of the teacher, or party of interest, after review by the Board of Education may at the written request of the Association be submitted to advisory arbitration.

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 (10) days from the date of the closing of the hearings, or if oral hearing 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.

C. Procedures (cont)

8. Failure to File

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

D. Rights of Teachers To Representation

Any individual member of the staff shall have the right to appeal the application of policies and administrative decision affecting him through administrative channels. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of the Association or another person of his own choosing to appear with him or for him at any step in his 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 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 teacher shall have the right to refuse to follow an administrative directive or a board policy on the grounds that he has instituted a grievance.

All certificated personnel including the grievant, shall continue under the direction of the Superintendent and administrator 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 a teacher within the purview of the tenure of office act.

ARTICLE VI

Teacher's Rights

Pursuant to Chapter 303, Public Laws of New Jersey, 1968; the Board of Education hereby agrees that every teacher 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 teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of New Jersey, or other applicable laws; that it shall not discriminate against any teacher with respect to terms and conditions of employment by reason of his membership in the Association and his participation in any legal activities of his association, or his institution of any grievance with respect to any terms or conditions of employment.

ARTICLE VII

Management Rights Clause

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

ARTICLE VIII

Association Rights and Privileges

Duly authorized representatives of the teacher organization may be given permission to transact official teacher 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 teachers in the bargaining unit the dues of only one grouping of teacher association to include D.E.A., B.C.E.A., N.J.E.A. and N.E.A.

Prior to making such deduction from the salary of any teacher the Board of Education Business Manager must have in his records a current writing executed by the teacher authorizing such deduction.

ARTICLE X

Board Policy

Matters related to the following shall be in accordance with Board Policy:

- Recruitment, Selection and Appointment
- Assignment and transfer
- Vacancies and promotions
- Teacher evaluations
- Salary guides
- Non-teaching duties
- Substitute teachers (compensation)
- Teacher responsibilities
- Professional development and educational improvement
- Compensation and related benefits
- Leaves, personal business and vacations
- School calendar
- Teaching day and class load
- Withholding of increments

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1971 and shall continue in effect until June 30, 1973. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

DUMONT EDUCATION ASSOCIATION INC.

DUMONT BOARD OF EDUCATION

Alice L. Thissen
President

Lewis L. Jacobo
President

Rosario G. Coran
Chairman, Negotiating Committee

Frank R. Manning
Chairman, Negotiating Committee