

Board of Education of Millville

Millville, New Jersey

A G R E E M E N T

Between: Board of Education of Millville

- and -

Millville Educational Clerical Association in
Affiliation With Cumberland Council No. 18
New Jersey Civil Service Association

Effective Date: July 1, 1973 through June 30, 1976.

Agreement Date: November 13, 1973.

Table of Contents

	<u>Page</u>
Preamble	1
Article 1 Recognition	1
Article 2 Negotiations Procedures	2
Article 3 Grievance Procedure	2
Article 4 Equal Treatment	5
Article 5 Periods of Employment & Pay Periods	5
Article 6 Salary	6
Article 7 Fringe Benefits	6
Article 8 Leave of Absence Policy	7
Article 9 Insurance	8
Article 10 Vacancies	8
Article 11 Professional Improvement Policy	9
Article 12 Bulletin Boards	9
Article 13 Duration of Agreement	10
Salary Guide	11
Grievance Form	12

PREAMBLE

This Agreement entered into this 13 th day of November 1973, by and between the Board of Education of Millville, hereinafter called the "Board", and the Millville Educational Clerical Association in affiliation with Cumberland Council No. 18, New Jersey Civil Service Association, hereinafter called the "Association"

ARTICLE 1

RECOGNITION

1:1 The Millville Board of Education recognizes Millville Educational Clerical Association, in affiliation with Cumberland Council No. 18, New Jersey Civil Service Association, as the designated representative for purposes of collective negotiations, according to law, for all clerical staff members including full time and permanent part-time clerical employees as listed below:

- a. Principal Clerk (Typing)
- b. Bookkeeping Machine Operator
- c. Clerk Stenographer
- d. Clerk Typist
- e. Senior Clerk Typist
- f. Principal Clerk (Stenographer)
- g. Clerk Typist (Part-Time)

1:2 The Millville Board of Education has the right to refuse membership in the aforementioned unit in 1:1 at any time to the following:

- a. Secretary to the Superintendent
- b. Secretary to the Assistant Superintendent
- c. Secretary to the Board Secretary

1:3 But excluding all other personnel in the Millville Public Schools not enumerated in 1:1 above.

ARTICLE 2

NEGOTIATIONS PROCEDURES

2:1 Collective negotiations concerning terms and conditions of employment shall begin on a mutually agreeable date, not later than October 15th of the year preceding the expiration date of the agreement.

2: During negotiations the Board and the Association negotiating teams have the right to present relevant data, to exchange points of view, and to make proposals and counter proposals.

2: This agreement shall not be modified in whole or in part by the parties, except in writing duly executed by both parties.

ARTICLE 3

GRIEVANCE PROCEDURE

3:1 Definition:

3:1.1 A "grievance" shall mean a claim by an employee that there has been a misinterpretation, misapplication or a violation of this Agreement adversely affecting him. A grievance, to be considered under this procedure, must be initiated by the employee within thirty (30) days of the time the employee knew or should know of its occurrence.

3:2 It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

3:2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

- 3:2.2 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 3:2.3 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 be extended by mutual agreement.
- 3:3 Rights of Employees to Representation.
- 3:3.1 Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association.
- 3:3.2 When an employee is not represented by the Association in the processing of a grievance the Association shall at the time of submission of the grievance at level two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the employee held concerning the grievance and shall receive a copy of all decisions rendered.
- 3:4 Procedure
- 3:4.1 Level One: Any employee who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.
- 3:4.2 Level Two: If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he may set forth his grievance in writing to his immediate superior on the grievance forms provided. The immediate superior shall communicate his decision to the employee in writing within three (3) working days of receipt of the written grievance.

- ✓ 3:4.3 Level Three: The employee, no later than five (5) working days after receipt of the immediate superior's decision, may appeal the immediate superior's decision to the Superintendent or Board Secretary as appropriate. The appeal to the Superintendent or Board Secretary must be made in writing reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with decisions previously rendered. The Superintendent or Board Secretary shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent or Board Secretary shall communicate his decision in writing to the employee and the immediate superior.
- ✓ 3:4.4 Level Four: If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) working days after receipt of the Superintendent's or Board Secretary's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent or Board Secretary who shall attach all related papers and forward the request within five (5) working days to the Board of Education. The Board, shall review the grievance and shall, at the option of the Board, or upon the request of the employee, hold a hearing with the employee and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

3:5 Content of Forms

- 3:5.1 Grievance forms shall contain at least (a) the nature of the grievance and approximate date of occurrence, (b) the nature and extent of the injury, loss or inconvenience, (c) the results of previous discussions and (d) his dissatisfaction with decisions previously rendered.

3:6 Council Representatives and Officers

- 3:6.1 The Council will notify the employer in writing, of the names of its Council Representative and Officers who are designated by the Council to represent employees under the grievance procedure. The Council Representative may by mutual consent be permitted the necessary time during working hours to investigate a grievance which has been put forth in writing and further permission for such time will not be unreasonably withheld or abused and providing that a limit of one hour will be observed unless specifically extended by the immediate supervisor.
- 3:6.2 Such Council Representative shall also have the opportunity to consult with employees before the start of the work shift, during lunch or breaks, or after the completion of the work shift. The Personnel Committee will designate appropriate places for such consultations.
- 3:6.3 The employer and the Council agree in conjunction with the Grievance Procedure each will give reasonable consideration to requests of the other party for meetings to discuss grievances pending at any step of the grievance procedure.
- 3:6.3 By mutual consent, grievance proceedings may occur during working hours. However, it is normally expected that grievance proceedings will be held at times other than the normal work day.

ARTICLE 4

EQUAL TREATMENT

- 4:1 The employer and the Council agree that there shall be no discrimination or favoritism for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Council Membership or Council activities.

ARTICLE 5

PERIODS OF EMPLOYMENT AND PAY PERIODS

- | | | | |
|-----|------------------------|----------|--------------------|
| 5:1 | Twelve month employees | 52 weeks | 26 pay periods |
| | | AS | |
| | Ten month employees | 43 weeks | 22 1/2 pay periods |

(ending one full week following last staff day and beginning two full weeks prior to Labor day).

ARTICLE 6

SALARY

6:1 Any employee who is authorized or required to work beyond the normal work day for his classification shall be compensated by compensatory time off or cash at one and one-half times the overtime. If the overtime is for the benefit of the employee the compensatory time or cash is to be one for one.

6:2 All members of the unit shall work a 35 hour work week at places and times determined by the Board. Time and one half shall be paid for all hours over forty (40) in any one week. Straight time will be paid for all over 35 but less than 40.

6:3 Advancement on the guide shall be by annual increments as follows unless said increments are withheld for cause upon the recommendation of the Superintendent or Board Secretary as appropriate:

12 month employee \$300.

10 month employee 225.

6:4 Any clerical employee who is off guide shall advance annually at the rate of \$450. for all 12 month employees, and \$375. for all 10 month employees.

ARTICLE 7

FRINGE BENEFITS

7:1 Vacation Schedule:

7:1.1 12 months employees - annual vacation

Under 1 year 1 day per month

After 1 year to 10 years 12 working days

After 10 years to 20 years 15 working days

After 20 years 20 working days

Employment year is the fiscal year July 1 - June 30.

7:1.2 10 months employees

Yearly schedule extends from two full weeks before Labor Day through one full week following the last staff day.

- 7:2 All secretaries - additional days off except for required rotation of 12 month secretary's to cover the Board Office during vacations etc.
- (1) Christmas recess
 - (2) Easter recess
 - (3) Secretaries to be on call during above periods
 - (4) Board Office shall be open regular hours during vacations and Teacher's Convention except legal holidays
 - (5) Additional days off shall be in accordance with School Calendar. (1973-74 Calendar attached).
- 7:3 Summer Hours
- 7:3.1 Summer hours in school offices are from 8:30 a.m. to 4 p.m. with one hour for lunch. Summer hours are in effect during all of July and August excluding the week prior to Labor Day,
- 7:4 Snow Days
- 7:4.1 School offices will be open. Secretaries will be on duty.
- 7:5 Closing Prior to Vacations
- 7:5.1 All school offices close at 1:30 p.m. when schools operate one-half day prior to vacations.
- 7:6 Elementary secretaries are paid for ten months, September through June. However, should they be required to work during the months of July and August they shall be paid on a pro-rata basis of their annual salary.

ARTICLE 8

LEAVE OF ABSENCE POLICY

- 8:1 Sick Leave
- 8:1.1 An employee is entitled to an annual leave of absence on account of personal illness for a period of fifteen (15) school days at full pay. 10 month employees shall be entitled to twelve (12) school days at full pay.
- 8:1.2 Any amount of sick leave allowance not used in any contract year shall accumulate to the employee's credit from year to year to be used if and when needed for such purpose. (Civil Service Rules: 4:1-17.16)
- 8:2 A maximum total allowance of five (5) days per year, which shall be deducted from the total of fifteen (15) days granted for sick leave under 8:1, shall be granted for a combination of the following reasons:

- 8:2.1 Death in the Immediate Family: Immediate family shall be considered grandparent, parent, brother, sister, husband, wife, child, or other relative living with the family.
- 8:2.2 Serious Illness in the Immediate Family: Immediate family same as 8:2.1 above. Maximum days that may be used for this is three (3) days in any one year.
- 8:2.3 Personal Days: An employee is entitled to an annual leave of absence on account of the death of a relative, a wedding, a religious holiday, business or other justifiable personal reason for a period of two school days at full pay. Such leave of absence must receive prior approval.
- 8:3 School Business: Permission may be granted by the Superintendent of Board Secretary as appropriate for personnel to attend meetings or conventions concerning school business to visit a designated school, not more than one day each year without loss of pay.

ARTICLE 9

INSURANCE

- 9:1 Effective July 1, 1973, the Board of Education will continue to provide at no cost to the staff, membership in the New Jersey Public and School Health Benefits Program, which includes Blue Cross/Blue Shield with Rider J and Major Medical Insurance
- 9:1.1 It is further understood and agreed that the employees covered by this agreement shall receive the same family coverage benefits and premium payment consideration as that given to other school employees: i.e., 1/2 dependent cost effective 9/1/73, 3/4 dependent cost effective 9/1/74; and full coverage effective 9/1/75.

ARTICLE 10

VACANCIES

- 10:1 All vacancies, including newly created positions or those vacated due to promotions or resignations, are to be posted so that all secretaries are aware of the opening. Any secretary who wishes the opportunity to apply for the open position should apply for said position within one week of the date of the announcement.
- 10:1.1 Any secretary may apply for the open position whether it be promotional or transfer from one position to another.

ARTICLE 11

PROFESSIONAL IMPROVEMENT POLICY

- 11:1 As a means of encouraging professional improvement on the part of staff members, the Board of Education will reimburse staff members for tuition for courses taken beyond those required to meet employment requirements, to a maximum of six points per year. Such courses shall have the prior approval of the Superintendent and their successful completion shall be attested to by submission of an official transcript accompanied by a receipted tuition voucher.
- 11:1.1 To be eligible for reimbursement, courses taken must be related to the improvement of the employee's work skills.

ARTICLE 12

BULLETIN BOARDS

- 12:1 Space on Bulletin Boards will be made available by the employer at permanent work locations for use of the Association for the purpose of posting Association announcements and other information of a non-controversial nature.
- 12:1.1 Items to be posted must carry a stamp identifying the source and that the item is an official document of the Association.

ARTICLE 13

DURATION OF AGREEMENT

21:1 This agreement shall be in effect as of July 1, 1973 and shall continue in effect until June 30, 1976 in part subject to the Association's right to negotiate over a successor agreement as provided in Article 2.

21:2 In witness whereof, the parties hereto have caused this agreement to be signed by their respective Secretaries, all on the day and year first above written.

21:3 This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

MILLVILLE EDUCATIONAL CLERICAL ASSOCIATION

by Louise Ward
President

Attest:

Ann ...
Secretary

MILLVILLE BOARD OF EDUCATION

by Robert ...
President

Attest:

Donald ...
Secretary

Signed: Nov. 23, 1973

Salary Schedule

1973-1974

	A-30	B-50	C-15	D-10	E-25	F-10
1	5300	5020	4795	4540	4150	3940
2	5620	5320	5095	4840	4375	4165
3	5940	5620	5395	5140	4600	4390
4	6260	5920	5695	5440	4825	4615
5	6580	6220	5995	5740	5050	4840
6	6900	6520	6295	6040	5275	5065
7	7220	6820	6595	6340	5500	5290
8	7540	7120	6895	6640	5725	5515
9	7860	7420	7195	6940	5950	5740
10	8180	7720	7495	7240	6175	5965
11	8500	8020	7795	7540	6400	6190
	(320)	(300)	(300)	(300)	(225)	(225)

GRIEVANCE FORM

Date: _____

The undersigned grievant hereby submits the following grievance

to _____

- (a) The nature of the grievance and the desired relief is as follows:

- (b) Previous discussions have resulted in the following disposition:

- (c) The grievant is dissatisfied with the previous decision in the following way:

Grievant