

4-2077

BOARD OF EDUCATION OF MILLVILLE

Millville, New Jersey

AGREEMENT

Between: Board of Education of Millville

and

Millville Educational Clerical Association

in affiliation with

New Jersey Civil Service Association

Cumberland Council 18

Effective Date: X July 1, 1979, through
June 30, 1982

Agreement Date: September 5, 1979

T A B L E O F C O N T E N T S

	Page
Preamble	1
Article 1 Recognition	2
Article 2 Negotiations Procedures.....	3
Article 3 Grievance Procedure.....	4
Article 4 Equal Treatment.....	7
Article 5 Periods of Employment and Pay Periods.....	7
Article 6 Salary	8
Article 7 Fringe Benefits.....	9
Article 8 Leave of Absence Policy.....	11
Article 9 Insurance.....	13
Article 10 Vacancies.....	13
Article 11 Professional Improvement Policy.....	14
Article 12 Bulletin Boards.....	14
Article 13 Duration of Agreement.....	15
Appendix A Salary Schedule.....	16
Grievance Form	17

P R E A M B L E

This agreement, entered into this fifth day of September, 1979 by and between the Board of Education of Millville, New Jersey, hereinafter called the "Board", and the Millville Educational Clerical Association, in affiliation with the New Jersey Civil Service Association, Cumberland Council 18, hereinafter called the "Association".

A R T I C L E I

RECOGNITION

1:1 The Millville Board of Education recognizes Millville Educational Clerical Association, in affiliation with New Jersey Civil Service Association, Cumberland Council 18, 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 recognition in the aforementioned unit in 1:1 at any time to the following:

- a. Secretary to the Superintendent (1)
- b. Secretary to the Assistant Superintendent (2)
- c. Secretary to the Board Secretary (1)
- d. Secretary in charge of District Payroll (1)

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

1:4 In the event new clerical positions are created by the Board during the term of this contract, then the Union may petition for inclusion in the unit specified in 1:1 above, or unit clarification may then be requested of P.E.R.C.

A R T I C L E 2

NEGOTIATIONS PROCEDURES

- 2:1 *Collective negotiations concerning terms and conditions of employment shall begin on a mutually agreeable date, not later than October 15 of the year preceding the expiration date of the agreement.*
- 2:2 *During negotiations the Board and the Association negotiating team have the right to present relevant data, to exchange points of view, and to make proposals and counter proposals.*
- 2:3 *This agreement shall not be modified in whole or in part by the parties, except in writing duly executed by both parties.*

A R T I C L E 3

GRIEVANCE PROCEDURE

3:1 Definition:

3:1.1 The term "grievance" shall mean an allegation by an employee that there has been:

- a. A breach, misinterpretation or improper application of the terms of this Agreement adversely affecting him; or
- b. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy, or orders, applicable to the agency or department which employs the grievant affecting the terms and conditions of employment.

A grievance, to be considered under this procedure, must be initiated by the employee within thirty (30) calendar days of the time the employee knew or should know of its occurrence.

3:1.2 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.

3:1.3 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.

3:1.4 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.

3:1.5 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.

- 3:2 *Rights of Employees to Representation.*
- 3:2.1 *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.*
- 3:2.2 *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.*
- 3:3 *Procedure.*
- 3:3.1 *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.*
- 3:3.2 *Level Two - If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within seven (7) calendar 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 five (5) calendar days of receipt of the written grievance.*
- 3:3.3 *Level Three - The employee, no later than seven (7) calendar days after receipt of the immediate superior's decision, may appeal the immediate superior's decision to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing reciting the matter submitted to the immediate superior as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible, but within a period not to exceed fourteen (14) calendar days. The Superintendent of Schools shall communicate his decision in writing to the employee and the immediate superior.*
- 3:3.4 *Level Four - If the grievance is not resolved to the employee's satisfaction, he, no later than seven (7) calendar days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers*

and forward the request within seven (7) calendar days to the Board of Education. The Board, shall review the grievance and shall, at the option of the Board, or upon request of the employee, hold a hearing with the employee and render a decision in writing within thirty-five (35) calendar days of the receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

3:3.4.1 If the grievance is filed as a result of alleged action initiated by the Superintendent of Schools, the Superintendent shall be present at the meeting with the Board, if said meeting occurs, but shall not conduct the meeting.

3:4 Content of Forms

3:4.1 Grievance forms shall contain at least (a) the nature of the grievance and the approximate date of occurrence, (b) the nature and extent of the injury, loss or inconvenience, (c) the results of previous discussion(s), (4) the employee's dissatisfaction with decisions previously rendered, and (e) the exact nature of the remediation sought.

3:5 Council Representatives and Officers

3:5.1 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 unreasonable withheld or abused and providing that a limit of one hour will be observed unless specifically extended by the immediate supervisor.

3:5.2 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.

3:5.3 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.

3:5.4 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.

A R T I C L E 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.

A R T I C L E 5

PERIODS OF EMPLOYMENT AND PAY PERIODS

5:1	Twelve-months employees	52 weeks	26 pay periods
	Ten-months employees	45 weeks*	22½ pay periods

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

A R T I C L E 6

SALARY

6.1 All members of the unit shall work a 35 hour week at places and times determined by the Board. Any employee who is authorized or required to work beyond the normal work day for his classification, by the Superintendent of Schools, shall be compensated by compensatory time off or cash at the regular rate between 35 and 40 hours and time and one-half for all time over 40 hours. If the overtime is for the benefit of the employee, the compensatory time or cash is to be one for one.

6:2 Salary Guide - See Appendix A

6:2.1 Advancement on the guide shall be by annual increments according to the guide unless said increments are withheld for cause upon the recommendation of the Superintendent of Schools.

6:3 Longevity pay for in-district service to the Board will be added to base salary annually as follows:

	<u>1979-80</u>	<u>1980-81 and 1981-82</u>
After 15 years through 19 years	\$100.00	\$120.00
After 20 years through 24 years	\$200.00	\$220.00
After 25 years	\$300.00	\$320.00

No longevity credit shall be granted for service outside the Millville School District.

Employees employed before January 1st shall be granted one full year of experience. No other part-time credit will be granted.

6:4 In the event of reclassification then any new job titles shall be included by the Board in the current salary guide columns.

6:5 Each employee covered by this agreement shall be entitled to a one (1) time cash payment of \$25.00 in the second and in the third year of this three (3) year contract. Such payment shall be paid on or about December 1, 1980 and December 1, 1981. To be eligible for this cash payment, the employee would have to be employed by July 1, 1980 in the second year and by July 1, 1981 in the third year.

A R T I C L E 7

FRINGE BENEFITS

7:1 Vacation Schedule.

7:1.1 Vacation allowances for 12-month employees shall be as follows:

Under 1 year	1 day per month
After 1 year through 8 years	12 days
After 8 years through 14 years	15 days
After 14 years through 24 years	20 days
After 24 years	25 days

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

7:1.2 Ten-month employees shall be granted Christmas and Easter recesses and teachers convention as vacation days in deference to state regulations covering vacations.

Employees employed in the district as of July 1, 1976 shall be granted up to three (3) years of credit toward vacation if they move to twelve-month positions prior to and during the life of this contract.

7:2 Twelve-month secretaries - additional days off except for required rotation of twelve-month secretaries 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 teachers convention, except legal holidays.
- (5) Additional days off shall be in accordance with school calendar.

7:3 Summer hours.

7:3.1 Summer hours in school offices are from 8:30 A.M. to 4:00 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 one-half hour later in the A.M. and close one-half hour earlier in the P.M.

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 *Ten-month secretaries are paid for 45 weeks, as stated in Article 5:1. However, should they be required, with approval of the Superintendent of Schools, to work beyond the normal contracted period, they shall be paid on a pro-rated basis of their annual salary.*

A R T I C L E 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. Ten-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 Schools or 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.

8:4 Employees who retire after working fifteen (15) years in the Millville School System will be compensated for one hundred (100) percent of their accumulated sick leave at a rate of fourteen dollars and fifty cents (14.50) in 1979-80; fifteen dollars (15.00) in 1980-81 and fifteen dollars and fifty cents (15.50) in 1981-82. This provision

applies only to sick days earned during employment within the Millville School District, and accumulated by employees with a minimum of fifteen (15) years of service completed within the district. One year notification by the employee is required.

Exception may be made for those employed in the District at the time the contract is initiated who reach mandatory retirement age before fifteen (15) years of service are completed.

8:5 In order to be eligible for retirement bonus specified in 8:4 above, an employee must have acquired at least seventy-five (75) days minimum of accumulated sick leave (except for those personnel who retire prior to June 30, 1982).

8:6 Maternity Convenience and Child Rearing Leaves.

8:6.1 An employee requesting such leave without pay shall make written application at least sixty (60) days prior to commencement of such leave and shall specify the anticipated return date on the initial application.

8:6.2 Advise the administration at least sixty (60) days prior to return of such intention, or submit notice of resignation at such time.

8:6.3 Prior to return from such leave supply the District with medical certification of ability to resume job function.

8:6.4 Maximum time for such leave shall be one (1) year.

A R T I C L E 9

INSURANCE

9:1 The Board will continue to provide at no cost to the employee and his dependents, membership in the New Jersey Public and School Health Benefits Program, which includes Blue Cross/Blue Shield with Rider J and Major Medical Insurance. The Board will provide equal coverage on health benefit as provided to all negotiating units except the administrative unit.

A R T I C L E 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. The President of the Association shall receive a copy of posted notices. 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.

A R T I C L E 11

PROFESSIONAL IMPROVEMENT POLICY

- 11:1 As a means of encouraging professional improvement on the part of staff members, the Board 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 of Schools 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.

A R T I C L E 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.

A R T I C L E 13

DURATION OF AGREEMENT

- 13:1 This agreement shall be in effect as of July 1, 1979 and shall continue in effect until June 30, 1982 in part subject to the Association's right to negotiate over a successor agreement, as provided in Article 2.
- 13:2 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.
- 13:3 This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Millville Educational Clerical Association
in affiliation with
New Jersey Civil Service Association
Cumberland Council 18

By: Robert N. Fithian
President

By: Hannah B. Wesley
Secretary

Millville Board of Education

By: Alice K. Davidson
President

By: W. Lynch
Secretary

Date: September 5, 1979

SALARY SCHEDULE

<u>1979-80</u>	<u>Principal Clerk-Steno. (12 months)</u>	<u>Book. Mach. Oper. & Steno. (12 months)</u>	<u>Clerk-Steno. Sr. Clerk Typist Prin. Clerk Know. of Typing</u>	<u>Clerk-Typist</u>
1	\$ 5,680	\$ 5,340	\$ 5,115	\$ 4,870
2	6,115	5,750	5,505	5,235
3	6,550	6,160	5,895	5,600
4	6,925	6,570	6,285	5,970
5	7,305	6,945	6,665	6,345
6	7,710	7,325	7,040	6,725
7	8,105	7,705	7,420	7,100
8	8,510	8,085	7,800	7,480
9	8,915	8,460	8,175	7,855
10	9,320	8,840	8,550	8,235
11	9,715	9,210	8,930	8,610
12	10,125	9,590	9,305	8,990
13	10,525	9,970	9,690	9,365
14	10,935	10,350	10,065	9,750
15	11,335	10,725	10,445	10,125
<u>1980-81</u>				
1	\$ 5,920	\$ 5,605	\$ 5,400	\$ 5,180
2	6,355	6,015	5,790	5,545
3	6,790	6,425	6,180	5,910
4	7,225	6,835	6,570	6,275
5	7,600	7,245	6,960	6,645
6	7,980	7,620	7,340	7,020
7	8,385	8,000	7,715	7,400
8	8,780	8,380	8,095	7,775
9	9,185	8,760	8,475	8,155
10	9,590	9,135	8,850	8,530
11	9,995	9,515	9,225	8,910
12	10,390	9,885	9,605	9,285
13	10,800	10,265	9,980	9,665
14	11,200	10,645	10,365	10,040
15	11,610	11,025	10,740	10,425
16	12,010	11,400	11,120	10,800
<u>1981-82</u>				
1	\$ 6,210	\$ 5,920	\$ 5,735	\$ 5,540
2	6,645	6,330	6,125	5,905
3	7,080	6,740	6,515	6,270
4	7,515	7,150	6,905	6,635
5	7,950	7,560	7,295	7,000
6	8,325	7,970	7,685	7,370
7	8,705	8,345	8,065	7,745
8	9,110	8,725	8,440	8,125
9	9,505	9,105	8,820	8,500
10	9,910	9,485	9,200	8,880
11	10,315	9,860	9,575	9,255
12	10,720	10,240	9,950	9,635
13	11,115	10,610	10,330	10,010
14	11,525	10,990	10,705	10,390
15	11,925	11,370	11,090	10,765
16	12,335	11,750	11,465	11,150
17	12,735	12,125	11,845	11,525

GRIEVANCE FORM

Date: _____

The undersigned grievant hereby submits the following grievance
to: _____.

- (a) The nature of the grievance and the approximate date of occurrence is:

- (b) The nature and extent of the injury, loss or inconvenience to the grievant is:

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

- (d) The grievant is dissatisfied with the previous discussion in the following way:

- (e) The grievant seeks the exact remediation or relief as follows:

Grievant

MILLVILLE PUBLIC SCHOOLS

MILLVILLE, NEW JERSEY 08332

ASSISTANT SUPERINTENDENT - BOARD SECRETARY
WILLIAM PUZAK

August 14, 1979

Mrs. Dolores Fithian, President
Millville Educational Clerical Association
New Jersey Civil Service Association
Cumberland Council 18
Millville, New Jersey 08332

Dear Mrs. Fithian:

This letter is to confirm the following mutual understandings between the Union and the Board regarding the current attendance clerks:

1. Presuming that one of two senior clerk typists currently employed as twelve month attendance clerks does not transfer to another twelve month position prior to July 1, 1980 all four twelve month attendance clerks will continue as twelve month employees through the 1979-1980 year.
2. The four, twelve month attendance clerks will be utilized in a "pool" for assignment within the District during July and August, 1979.
3. Each of the four, twelve month attendance clerk positions will become ten month attendance clerk positions on July 1, 1980 unless they have been transferred into twelve month positions prior to that date.
4. During the 1979-1980 year, the four, twelve month attendance clerks will be given primary consideration for vacancies in twelve month positions throughout the District if they are qualified for said vacancy and if all other factors are equal.
5. Those twelve month attendance clerks who become ten month attendance clerks on July 1, 1980, will be given the equivalent of five days salary in the paycheck prior to Christmas, 1980.

Mrs. Dolores Fithian
August 14, 1979

Page 2

6. Any of these attendance clerks who refuses an offered twelve month position prior to July 1, 1980 shall not be entitled to the benefits of paragraph five above.

Sincerely yours,



William Puzak

Assistant Superintendent - Board Secretary

WP:df

cc: Board of Education
Ernest DiPalma
Gene E. Stanley
Edward J. Mokrynski
Daniel Brandon