

Contract no. 1494

Midland Park Board of Education
Secretary
827
RUTGERS UNIVERSITY

AGREEMENT
between the
MIDLAND PARK EDUCATIONAL SECRETARIES ASSOCIATION
and the
MIDLAND PARK BOARD OF EDUCATION
Effective July 1, 1990 through June 30, 1993

Adopted:
by Board: January 8, 1991
by Association: December 19, 1990

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ARTICLE I

RECOGNITION

A. Unit

The Midland Park Board of Education, to be known herein as the "Board", hereby recognizes the Midland Park Educational Secretaries Association, to be known herein as the "Association", as the exclusive and sole representative for collective negotiation for terms and conditions of employment for all personnel under contract to the Board in the position of:

Bookkeeper/Computer Operator
Accounts Payable/Accounts Receivable
Secretary to the Principal
General Secretary
Clerk (Secretarial/Library)
Assistant Bookkeeper/Clerk
Instructional Aide

B. Definition of Employees

Unless otherwise indicated, the term "employee", when used hereinafter in this agreement shall refer to all employees represented by the Association in the negotiating unit as above-defined.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Contract proposals shall be submitted in writing to the representative of each party with all deletions indicated by brackets and all additions indicated by underlining by December 15 of the calendar year. Negotiations shall commence with a meeting at a mutually satisfactory place.
- B. Following the submission of written proposals by the Association, designated representatives of the Board and the representatives of the Association shall meet at reasonable times and negotiate in good faith with respect to salaries and other terms and conditions of employment.
- C. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.
- D. Modification - This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- E. When an agreement is reached on salaries and other terms and conditions of employment, it shall be embodied in writing and signed by the duly authorized representatives of the Board and the Association.

ARTICLE III

GRIEVANCE PROCEDURE

Definition - The term "grievance" is a claim by an employee or group of employees that there has been a misinterpretation, application, or violation of policies, agreements, or administrative decisions affecting an employee or group of employees.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenured employee. Neither shall the grievance procedure be invoked for any matter for which a method of review is provided by law or any regulation of the State Board 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.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) days of its occurrence. Failure to act within the thirty (30) day period shall be deemed to constitute an abandonment of the grievance. An employee shall have the right to have an Association representative present at any level of the following:

1. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter with the employee's immediate supervisor with the purpose of resolving the matter informally.
2. 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.
3. 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 practicable.
4. Level One - An employee shall first present his grievance in writing to his immediate supervisor. Where the immediate supervisor is below the rank of Principal, the Principal shall be notified and

and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) school days of said hearing.

5. Level Two - If the grievance is not resolved to the employee's satisfaction within five (5) school days, or if no decision is forthcoming in five (5) school days, within five (5) school days from the determination referred to in Paragraph 3 above, the employee shall submit his grievance to the Superintendent of Schools in writing specifying:
 - a. Nature of grievance
 - b. Results of the previous discussion
 - c. The basis of his dissatisfaction with the determination

The Superintendent shall render a decision in writing within ten (10) school days and communicate his decision to the employee, the employee's representative, if any, and to the immediate supervisor. This time may be extended by mutual consent.

6. Level Three - If the grievance is not resolved to the employee's satisfaction within ten (10) school days, or if no decision is forthcoming in ten (10) school days, the employee may appeal to the Board of Education unless a different period is mutually agreed upon. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board or a committee thereof shall review the grievance and may at its option hold a hearing with the employee. A decision in writing shall be rendered within thirty (30) school days of receipt of the grievance by the Board.
7. In the event the employee is dissatisfied with the determination of the Board and if the grievance pertains to a matter of formal written agreement between the Board and the Association, the employee shall have the right to request binding arbitration as per the following procedure:
 - a. A joint request shall be made to the Public Employment Relations Commission to submit a roster of persons qualified to function as arbitrators in the dispute in question.
 - b. If the parties are unable to select a mutually satisfactory arbitrator from the submitted roster within

ten (10) days of receipt of said roster, the P. E. R. C. shall be requested by either party to designate an arbitrator.

8. The authority of the Arbitrator shall be subject to the following:
 - a. He shall have no authority to modify, add to, subtract from, or in any way whatsoever alter the terms and provisions of the Agreement.
 - b. He shall be bound by the decisions of the Commissioner of Education of the State of New Jersey, the decisions of the State Board of Education, the decisions of the Courts of New Jersey, and all New Jersey Statutes.
 - c. Any monetary award which shall require expenditures of funds not allocated in the budget shall be deferred to the following budget year.
9. A request for arbitration shall be made no later than twenty (20) school days following the determination of the Board. Failure to file within said period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer period of time within which to assert such a demand.
10. In the event of arbitration, the cost of the arbitrator's services shall be shared by the Board and the employee, or if represented by the Association, by the Board and the Association. Each of the parties shall bear its own costs.
11. All meetings and hearings under this procedure shall be conducted after regular working hours and shall not be conducted in public and shall include only such interested parties and their designated or selected representatives.

ARTICLE IV

SALARIES/VACATION/LONGEVITY

- A. The salary schedule for all employees covered by this Agreement is set forth in Appendix A: Salary Schedules attached and incorporated for the term of this Agreement under the following categories:

Category I: Bookkeeper/Computer Operator
Category II: Accounts Payable/Accounts Receivable
Secretary to the Principal
Category III: General Secretary
Category IV: Clerk(Secretarial/Library)
Assistant Bookkeeper/Clerk
Category V: Instructional Aide

- B. When an employee is promoted from one category to another, said employee shall be placed on the step of the next category which she would have attained had he/she remained on the lower category.

- C. Vacation allowance is applicable to twelve (12) month employees and in accordance with the following schedule:

Less than 10 months employment - 1 day per month to July 1
1 to 5 years employment - 2 weeks
6 to 10 years employment - 2 weeks plus 1 additional day
each year to 3 weeks
11 to 15 years employment - 3 weeks plus 1 additional day
each year to 4 weeks
15 years plus employment - 4 weeks plus 1 day

- D. A longevity increment of \$600. shall be granted to employees with 10 or more years service to the District in positions listed in Article I of this Agreement.

Beginning with the second contract year, 1991-92 and for ensuing years the longevity increment will be adjusted as follows:

10 years @ \$600., 15 years @ \$800., 20 years @ \$1000.

ARTICLE V

WORK YEAR

A. Twelve Month Employees

Shall work the full year with the exception of days listed in Article VIII, Holidays.

B. Ten Month Employees

Shall work from September 1 to the opening day for teachers and from the close of the teacher year to June 30 and shall work on days school is in session, or when teachers are on duty even if school is not in session.

ARTICLE VI

WORK HOURS

The work day shall normally consist of seven (7) hours excluding one (1) hour uninterrupted lunch hour, and all working weeks will be thirty-five (35) hours, exclusive of lunch.

In the event students, faculty, and administrators are dismissed due to early closings, members of the Association shall also be dismissed.

Should school be closed for inclement weather and/or other school closing emergencies, members of the Association will not be required to report for work except in cases of emergency as determined by their immediate supervisor.

That during the month of July and August, when secretaries will work until 4:00 p.m. instead of the prior 3:30 p.m., they shall not be left alone in any building after 3:30 p.m., nor shall any secretary be required or expected to close or lock the building.

ARTICLE VII

OVERTIME

- A. Overtime shall be defined as the number of hours worked per week in excess of the regular working hours with the approval of the immediate supervisor.
- B. Overtime shall be authorized according to procedures established by the Superintendent of Schools and must be submitted on a Board Voucher for listing the day or days, hours, and reasons for the overtime.
- C. All overtime shall be at the rate of time and one-half of the employees regular hourly rate of pay.
- D. Compensatory time may be taken for overtime with the approval of the immediate supervisor.

ARTICLE VIII

HOLIDAYS

All twelve (12) month employees shall be granted thirteen (13) paid holidays as established by the Board of Education and incorporated with consultation on the proposed school calendar.

ARTICLE IX

SICK LEAVE

- A. Full-time employees who are absent because of personal illness, injury (other than on the job), physical or emotional disability, or quarantine regulations of a Board of Health shall be entitled to full pay for fifteen (15) school days each year.
- B. Part-time employees who are absent because of personal illness, injury (other than on the job), physical or emotional disability, or quarantine regulations of a Board of Health shall be entitled to full pay for ten (10) school days each year.
- C. Unused sick leave is cumulative without limit.
- D. Sick leave to which an employee is entitled each school year shall be available upon the first day of employment each school year.
- E. Upon leaving the district, an employee in good standing and with twelve (12) years of service in Midland Park shall receive pay for accumulated sick days at the rate of \$25. per day and beginning with the second year of the contract at the rate of \$35. per day. Employees hired before July 1, 1980 will be limited to a prior accumulation of seventy-five (75) days. In the event a qualified employee dies while employed by the district, payment shall be made to the estate.
- F. The Association members will receive a print-out of all absences for the completed school year on June 30.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay, less any pay or compensation received in connection with such leaves.

1. Pressing personal reasons:

- a. Two (2) days of absence with pay are allowed each year for pressing personal business. One (1) day may be carried over to the following year, allowing no more than three (3) days in one year.

Pressing personal business shall be defined as an activity of such importance to the individual's welfare, health, family, or professional status that attention to the matter cannot be deferred or conveniently re-scheduled to hours or days when school is not in session.

- b. The requested absence must be approved by the immediate supervisor and the Superintendent prior to the absence if reimbursement is to be made. In the case of an emergency, telephone approval must be secured.
2. Legal proceedings - time necessary for appearances in any legal proceedings connected with the employee's employment or with the school district.
3. Jury Duty¹ - time necessary for employees who are not exempt from jury duty.
4. Serious illness in the family² - up to a total of five (5) days each year in the event of a serious illness of an employee's spouse, child, parent, or member of the immediate household.
5. Death in the family - up to a total of five (5) days each year in the event of the death of an employee's spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparents.

In addition, an employee having at least forty (40) days of accumulated sick leave shall be eligible

for additional days of leave for death in the family at the rate of one (1) day for each ten (10) days of accumulated sick leave. Each day of such additional leave used shall be subtracted from the employee's accumulated sick leave.

- B. Decision of the New Jersey Department of Civil Rights shall apply to absences for maternity leave. The Board policy shall apply to injury on the job and leaves of absence without pay.
- C. Leaves taken pursuant to "A" shall be in addition to sick leave to which an employee is entitled.

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- 1 Employees are entitled to compensation given for mileage and meals while on jury duty.
 - 2 Leave for serious illness should be construed to mean only that time necessary to care for the patient until assistance can be obtained.

ARTICLE XI

VACANCIES AND NEW POSITIONS

- A. Notices of all vacancies shall be posted in each school by the Board or its agent within five (5) school days after the formal acceptance of a resignation or formal establishment of a new position by the Board of Education.
- B. Employees interested therein must submit a written application to the Administrator to which the vacancy applies.
- C. All such applicants shall be notified that their application has been received and shall be further notified in writing when the vacancy has been filled whether or not said applicant has been selected to fill the vacancy.

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ARTICLE XII

TRANSFERS AND REASSIGNMENTS

- A. The Superintendent and immediate supervisor shall discuss the transfer with the employee and/or her representative and shall make the final assignment in writing.
- B. In no event shall the final determination of the Board concerning a voluntary transfer or reassignment be subject to the grievance procedure.
- C. Employees shall be notified of their tentative assignment for the new contract year by April 30 if possible and no later than June 30.

ARTICLE XIII

INSURANCE PROTECTION

- A. The Board agrees to pay the full (100%) employee and dependent's premium(s) for health insurance coverage under a plan (same or better than present) provided by an insurance carrier designated by the Board.
- B. The Board agrees to pay 100% employee dental coverage under a plan (same or better than present) provided by an insurance carrier designated by the Board.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. Separability

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 of application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Travel Allowance

Employees who may be required to use their own automobiles in the performance of their duties shall be reimbursed at the existing Board Policy mileage reimbursement rate for such travel.

C. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by written communication to the secretary of the respective organization.

ARTICLE XV

BOARD RIGHTS

- A. The Board retains and reserves unto itself all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States including:
1. To direct employees of the school district.
 2. To hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, to demote, discharge, or take other disciplinary action against employees (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided) and all applicable laws and decisions of any New Jersey State or applicable Federal agency regarding these matters.
 3. To maintain the efficiency of the school district operations entrusted to them.
 4. To determine the methods, means, and personnel by which such operations are to be conducted, subject to all applicable laws and decisions of any State or applicable Federal Agency.
 5. To take whatever other actions may be necessary to carry out the matters of the school district; and to carry out all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by administrative decisions, or by appropriate courts of competent jurisdiction.
- B. In exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and use of judgment and discretion in connection therewith shall be limited only to the expressed terms of this Agreement, and then only to the extent such expressed terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its powers, rights, authority, duties and responsibilities under R. S. 18A or any other national, state, county, district or local laws or regulations as they pertain to education.

- D. This article (ARTICLE XV) shall be subject to terms and conditions of this Agreement and shall be governed by all articles of this AGREEMENT.

ARTICLE XVI

EMPLOYEE RIGHTS

Except as this Agreement shall otherwise provide, all terms and conditions of employment established by Board policy that are in force on the date of this Agreement become effective shall continue to be applicable.

ARTICLE XVII

REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee covered by this Agreement, during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins his or her employment in a bargaining unit position.

D. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

E. The Association must establish a demand and return system through which non-members can challenge the amount of representation fee.

F. It is the responsibility of the Association to make non-members aware of their legal rights of appeal and of the procedures of such an appeal.

G. Indemnification and Save Harmless Provision Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

1. the board gives the Association timely notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph, and

2. if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, secure witnesses, and in all other aspects of said defense.

H. Exception

It is expressly understood that above paragraphs under "Liability" will not apply to any claims, demands, suits or other forms of liability which may arise as a result of any inadvertent errors by the business office or the Board's execution of the obligations imposed upon it by this Article.

ARTICLE XVIII

DURATION OF AGREEMENT

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

Salaries shall be effective July 1, 1990 through June 30, 1993 and shall remain in full force and effect until a successor agreement is negotiated.

MIDLAND PARK EDUCATIONAL
SECRETARIES ASSOCIATION

By *Paul Hauptstaff*
President

By *Heleen R. Schneider*
Secretary

MIDLAND PARK BOARD OF
EDUCATION

By *Henry Clark Fick*
President

By *Laura Row*
Secretary

MIDLAND PARK PUBLIC SCHOOLS
Midland Park, New Jersey

1990-91 SECRETARIAL/CLERICAL GUIDE

<u>STEP</u>	<u>CATEGORY I</u>	<u>CATEGORY II</u>	<u>CATEGORY III</u>	<u>CATEGORY IV</u>	<u>CATEGORY V</u>		
	12 Mo.	10 Mo.	12 Mo.	10 Mo.			
1	21510	21335	17220	20120	16215	14295	15900
2	22440	22265	17970	21050	16965	15020	16350
3	23370	23195	18720	21980	17715	15745	16800
4	24300	24125	19470	22910	18465	16470	17250
5	25230	25055	20220	23840	19215	17195	17700
6	26160	25985	20970	24770	19965	17920	18150
7	27090	26915	21720	25700	20715	18645	18600

Category I - Bookkeeper/Computer Operator

Category II - Accounts Payable/Receivable
- Secretary to the Principal

Category III - General Secretary

Category IV - Clerk (Secretarial/Library)
- Assistant Bookkeeper/Clerk

Category V - Instructional Aide

MIDLAND PARK PUBLIC SCHOOLS
Midland Park, New Jersey

1991-92 SECRETARIAL/CLERICAL GUIDE

<u>STEP</u>	<u>CATEGORY I</u>	<u>CATEGORY II</u>	<u>CATEGORY III</u>	<u>CATEGORY IV</u>	<u>CATEGORY V</u>		
	12 Mo.	10 Mo.	12 Mo.	10 Mo.			
1	23330	22925	18500	21620	17445	15540	17080
2	24260	23855	19250	22550	18195	16265	17530
3	25190	24785	20000	23480	18945	16990	17980
4	26120	25715	20750	24410	19695	17715	18430
5	27050	26645	21500	25340	20445	18440	18880
6	27980	27575	22250	26270	21195	19165	19330
7	28910	28505	23000	27200	21945	19890	19780

Category I - Bookkeeper/Computer Operator

Category II- Accounts Payable/Receivable
- Secretary to the Principal

Category III-General Secretary

Category IV- Clerk(Secretarial/Library)
- Assistant Bookkeeper/Clerk

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MIDLAND PARK PUBLIC SCHOOLS
Midland Park, New Jersey

1992-93 SECRETARIAL/CLERICAL GUIDE

<u>STEP</u>	<u>CATEGORY I</u>	<u>CATEGORY II</u>	<u>CATEGORY III</u>	<u>CATEGORY IV</u>	<u>CATEGORY V</u>
	12 Mo.	10 Mo.	12 Mo.	10 Mo.	
1	25110	19890	18750	16675	18500
2	26040	20640	19500	17400	18950
3	26970	21390	20250	18125	19400
4	27900	22140	21000	18850	19850
5	28830	22890	21750	19575	20300
6	29760	23640	22500	20300	20750
7	30690	24390	23250	21025	21200

Category I - Bookkeeper/Computer Operator

Category II- Accounts Payable/Receivable
- Secretary to the Principal

Category III-General Secretary

Category IV- Clerk(Secretarial/Library)
- Assistant Bookkeeper/Clerk

Category V - Instructional Aide

BOARD OF EDUCATION

MIDLAND PARK, NEW JERSEY



EMPLOYMENT CONTRACT

NON-CERTIFICATED PERSONNEL

It is agreed between the Board of Education of the Borough of Midland Park, in the County of Bergen, party of the first part, and party of the second part, that said Board of Education has employed and does hereby engage and employ the said party of the second part, to serve as in the public schools, under the direction and supervision of the Superintendent of Schools and under the control of said Board of Education, from the day of, 19....., to the day of, 19, at a salary of \$ to be paid in equal semi-monthly installments.

The said party of the second part hereby accepts the employment aforesaid and agrees to faithfully do and perform duties under the employment aforesaid, and to observe and enforce the rules prescribed for the government of the school by the Board of Education.

It is hereby agreed by the parties hereto that this contract may not be terminated before the expiration of the full term specified above except upon 21 calendar days' notice in writing by either party to the other of intention to terminate the same.

Dated this day of, 19

THE BOARD OF EDUCATION, BOROUGH OF MIDLAND PARK
COUNTY OF BERGEN

.....
SUPERINTENDENT OF SCHOOLS

.....
PRESIDENT

Attest
SECRETARY

.....
EMPLOYEE

.....
ADDRESS OF EMPLOYEE

Contract No.

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