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AGREEMENT BETWEEN
DOVER BOARD OF EDUCATION
AND
DOVER EDUCATION SECRETARIAL ASSOCIATION

July 1, 1979 - June 30, 1982

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ARTICLE I
RECOGNITION

A. The Board of Education of the Town of Dover, hereinafter called the "Board" hereby recognizes the Dover Education Secretarial Association, hereinafter called the "Association" as the exclusive representative for collective negotiations concerning the terms and conditions of employment, as defined by N.J.S.A. 34:13A-1 et seq., for all regularly employed secretarial and clerical employees of the Board, including head secretaries. Excluded from such representation are all other employees of the Board including:

1. Managerial executives.
2. Professional employees.
3. Confidential employees within the meaning of the Commissioner (P.E.R.C.) including the Secretary to the Superintendent, Secretary to the Assistant Superintendent, and the Secretary to the Board Secretary.
4. Supervisors within the meaning of the New Jersey Employer-Employee Relations Act.

B. Unless otherwise indicated, the term "Employees" when used hereinafter in this Agreement shall refer only to the personnel represented by the Association in the negotiating unit as above defined, and references to female employees shall include male employees.

ARTICLE II
NEGOTIATION PROCEDURE

A. Negotiation shall begin no 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 employees herein identified under Article I, be reduced to writing, upon approval by the Association, be signed by the Association, and upon approval by the Board be signed and adopted by the Board.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions:

1. Grievance

A "Grievance" is a claim by an employee based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees. However, only a violation of the Agreement shall be subject to Level Four (Advisory Arbitration).

2. Aggrieved Person

An "Aggrieved Person" is the person or persons making the claim.

3. Party in Interest

A "Party in Interest" is the person or persons making the claim and any person who might be required to take action or against whom

action might be taken in order to resolve the claim.

B. Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure:

1. Time Limits

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, however, be extended by mutual agreement. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of the time that the employee knows or should know of its occurrence, otherwise the same shall be deemed to have been abandoned.

It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to carry out all duties and assignments and observe all rules and regulations of the Board.

2. Level One - Principal

An employee with a grievance shall first discuss it with his Principal with the objective of resolving the matter informally.

3. Level Two - Superintendent (or designee)

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within ten (10) work days after presentation of the grievance, he may file the grievance in writing with the Superintendent within five (5) work days after the decision at Level One or fifteen (15) work days after the grievance was presented, whichever is sooner, specifying:

- (a) The nature of the grievance;
- (b) The nature and extent of the claimed injury or loss;
- (c) The result of previous discussions;
- (d) Reasons for dissatisfaction with prior decision;
- (e) Relief being sought.

4. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within fifteen (15) work days, he may submit the grievance to the Board of Education within five (5) work days. The Board shall respond or hold a hearing within twenty (20) work days.

5. Level Four - Advisory Arbitration

- (a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three he may within five (5) work days after a decision by the Board or twenty (20) work days after the grievance was submitted to the Board or ten (10) work days after

the holding of a hearing, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may inform the Board in writing of its decision to submit the grievance to arbitration. The Association shall within five (5) work days of informing the Board of its decision file a demand for arbitration with the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

- (b) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which are violative of the terms of this Agreement. The recommendation of the arbitrator shall be submitted to the Board and the Association and shall be advisory.
- (c) The costs of the services of the arbitrator shall be borne equally by the parties. Any other expenses incurred shall be paid by the party incurring the same.

D. Rights of Employee to Representation - Employee and Association

An aggrieved employee is to be present at all stages of the grievance procedure and may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected by him. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views commencing at Board Level.

E. Miscellaneous

1. Group Grievance

If a grievance affects a group of employees and is signed by those affected members, the Association may submit such grievance on behalf of the employees to the Principal and may process such grievance commencing at Level One.

2. Separate Grievance File

All documents, communications and records which deal solely with the processing of a grievance are to be kept in a separate grievance file.

3. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public.

ARTICLE IV
EMPLOYEE RIGHTS AND PRIVILEGES

A. Pursuant to N.J.S.A. 34:13A-1 et seq., the parties hereto agree that every employee shall have the right freely to organize, join, and support the Association and its affiliates or to refrain from such activities.

B. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in her position, employment, or the salary or any increments pertaining thereto, then she shall be given to the extent practicable prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise her and represent her during such meeting or interview.

C. No records shall be placed in an employee's file, either commendatory or derogatory, without first being discussed with the individual. The individual shall sign the document indicating she has read the item of record.

D. An employee shall have the right, upon request, to review the contents of said employee's personnel file.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property with proper administrative approval and following administrative reporting procedures, provided that this shall not interfere with or interrupt normal school operations or be conducted during regularly scheduled work periods.

C. The Association and its representatives shall have the right to use school facilities at all reasonable hours for meetings when said facilities are not otherwise in use, provided that this shall not interfere with or interrupt normal school operations or be conducted during regularly scheduled work periods. The Superintendent and Board of Education shall be notified in advance of the time and place of all such meetings and approval shall not be unreasonably withheld.

D. The Association shall have the right to use school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use. Such use shall not interfere with or interrupt normal school operations or be conducted during regularly scheduled work periods.

E. The Association shall have the right to use the inter-school mail

facilities and school mail boxes with copies of such material being given to the Building Principal or appropriate administrator.

F. Paragraphs "A" through "E" above shall be subject to compliance with Board policy.

ARTICLE VI
WORK YEAR

- A. The work year of employees shall be as follows:
1. The work year for ten (10) month secretaries shall be from September 1 to June 30.
 2. The work year for twelve (12) month secretaries shall be from July 1 to June 30.

ARTICLE VII
DAILY WORK HOURS

A. September 1 - June 30

The work day shall consist of seven and one-half (7-1/2) hours exclusive of a thirty (30) minutes uninterrupted lunch hour, Monday through Friday, these hours to be determined by employee's Building Principal or Central Office Administrator, as applicable.

B. Summer Work Hours

For the period July 1 through August 31, the work day shall consist of seven (7) hours, exclusive of a thirty (30) minutes uninterrupted lunch hour, Monday through Friday.

C. Coffee Breaks

One fifteen (15) minute coffee break shall be provided to full-time employees in accordance with applicable standards and policy.

ARTICLE VIII
OVERTIME

- A. All work performed in excess of eight (8) hours in any one work day or in excess of forty (40) hours in any one week shall be compensated at one and one-half (1-1/2) times the base rate of the affected employee.
- B. An employee so affected may opt to take compensatory time off (at straight time) in lieu of monetary compensation with approval of the immediate supervisor.

ARTICLE IX
HOLIDAYS

A. The following paid holidays will be observed by secretarial and clerical personnel:

1. During the school year, the same days off as administrative staff, as follows:

Labor Day	Christmas Day
Columbus Day	New Year's Day
Thanksgiving and Friday after Thanksgiving	Washington's Birthday
	Good Friday
	Memorial Day

2. During summer months recess (12 month employees) - Independence Day.

B. Subject to Paragraph "C" below during the regular school year secretarial and clerical personnel shall not ordinarily report for work when schools are closed for holidays, storm days, and other recesses, except as follows:

1. Central office personnel are required to report for work on a rotating basis to staff the Board office during Christmas vacation, Easter vacation, and other times as directed by the administration.
2. School building office personnel are required to report for work when needed, as directed by the Principal with authorization from the Superintendent's office.

C. Should a longer work year be negotiated for administrators, the impact in terms and conditions of employment for affected unit members shall be subject to negotiation.

ARTICLE X
PAID LEAVES OF ABSENCE

A. Sick Leave

Employees shall be entitled to the following sick leave:

1. Twelve month employees - 12 days per year.
2. Ten month employees - 10 days per year.

All unused sick leave shall be accumulative from year to year with no maximum limit.

B. Bereavement Leave

1. Up to four (4) consecutive non-accumulative days, per occurrence for death in the immediate family: "Immediate family" shall mean father, mother, spouse, child, brother, sister, mother or father-in-law, or any member of the employee's immediate household.
2. One (1) day, non-accumulative, per occurrence for other relatives as follows: grandparents, brother-in-law, sister-in-law.

C. Personal Leave

Employees shall be entitled to three (3) personal days per year without reason. These days will not be granted on the day prior to or following a school recess, vacation or holiday.

D. Jury Duty

Employees called to jury duty shall be excused at full pay less the stipend paid by the Court. (Employee to turn over jury duty pay to employer.) Employee shall report for work if excused early or on days when jury is not in session.

E. Employees may request in writing a leave of absence without pay. Such a request shall be made to the Superintendent of Schools who shall transmit the request for Board of Education action. The Board of Education reserves the right to grant or deny such leave or extension of such leave.

ARTICLE XI
VACATIONS

A. Vacation

Full-time, 12 month secretaries shall receive paid vacations during July and August as follows:

- (a) Two weeks (10 working days) after one (1) year of service.
- (b) Three weeks (15 working days) after ten (10) years of service shall be based on the following conditions:
 - (1) 120 months of actual contractual service rendered prior to August 1 of the current July-August vacation period.
 - (2) No time credit shall accumulate during a leave of absence.
 - (3) An involuntary separation from employment followed by re-employment interrupted by more than 12 months shall void all prior time credit.
 - (4) A resignation shall void all prior time credit.
 - (5) No time credit shall be received for part-time or hourly employment.

- (c) Vacation entitlement for less than one (1) year of service shall be prorated as follows:
1. Full vacation if employment begins on or before September 1, and continues through June 30.
 2. One vacation day for each full month of employment after September 1.
- (d) Vacations shall be taken after June 30 of the expired school year and must be completed before the last two weeks in August, with exceptions for good reason being approved by the Principal with authorization from the Superintendent's office.

ARTICLE XII
JOB POSTING

A. All notices of full time job opportunities in secretarial and clerical positions shall be posted in the main offices of each school for a duration of three (3) days prior to publication in the newspaper. A copy of said notices shall be sent to the President of the Association. Applications of all applying employees shall be given consideration by the Administration.

ARTICLE XIII
MANAGEMENT RIGHTS

A. The Board, subject only to the express written provisions of this written Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities, by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the provisions of N.J.S.A.34:13A-1 et seq. and by the specific and express terms of this Agreement and then only to the extent such specific and express terms and such exercise thereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

ARTICLE XIV
MISCELLANEOUS

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 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 full force and effect.

B. Compliance between Individual Contract and Master Agreement:

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

C. Printing Agreement:

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format, within a reasonable time after the Agreement is signed. The Agreement shall be presented to all employees employed or hereafter employed by the Board.

D. Notice:

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified letter at the following addresses:

1. If by Association, to Board at: Grace Street, Dover, New Jersey 07801.
2. If by Board, to Association at: Middle School, Myrtle Avenue, Dover, New Jersey 07801.

E. Board Policies:

Board policies are available in each building for use by secretaries.

F. Dues Deduction:

The Board agrees to deduct from the salaries of its employees, dues for the New Jersey Education Association or the National Education Association or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with N.J.S.A. 52:14-15.9e and under rules established by the State Department of Education.

Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

G. Saved Harmless:

Whenever any civil action has been or shall be brought against any employee for any act or omission arising out of and in the course of the performance of his duties, the Board shall defray all costs of defending such action, including legal fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom.

H. Contracts:

All contracts for non-tenure secretaries and/or salary statements for tenure secretaries shall be distributed by April 15th, or as soon thereafter as possible but not later than June 1st, of each school year for employment during

the following school year.

I. Non-modification of Agreement:

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.

ARTICLE XV
INSURANCE PROTECTION

A. The Board shall make available to employees and their dependents, group coverage provided by the Public and School Employees' Health Benefit Act of the State of New Jersey (the State Plan) as follows:

1. N.J. Blue Cross Hospital Service Plan and N.J. Blue Shield Medical-Surgical Plan.
 - (a) The Basic Plan, including Extended Basic Out Patient Benefits and Extended Basic Benefits.
2. The Prudential Insurance Company of America
 - (a) Major Medical Insurance

The Board shall pay the full cost of this insurance protection.

ARTICLE XVI
SALARIES

A. Twelve (12) month employees shall receive the following raises over their base salary for the 1978-79 school year:

1979-80	\$736
1980-81	\$688
1981-82	\$643

B. Ten (10) month employees shall receive the following raises over their base salary for the 1978-79 school year:

1979-80	591
1980-81	552
1981-82	516

C. Hourly employees shall receive the following hourly rates:

1979-80	\$3.75
1980-81	\$4.00
1981-82	\$4.25

ARTICLE XVII
EXTRA STIPENDS

A. All employees in the below named categories shall receive, in addition to their base salaries, the following stipends:

	<u>1979-80</u>	<u>1980-81</u>	<u>1981-82</u>
1. Cafeteria Bookkeeper	\$500	\$700	\$900
2. School Facilities Clerk	\$500	\$700	\$900
3. Head Building Secretary	\$500	\$700	\$900

ARTICLE XVIII
DURATION OF AGREEMENT

A. The Articles of this Agreement shall be effective commencing on July 1, 1979, and terminating on June 30, 1982.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested to by their respective secretaries.

DOVER EDUCATION SECRETARIAL
ASSOCIATION

DOVER BOARD OF EDUCATION

By _____

By _____

ATTEST:

ATTEST:

Secretary

Secretary

Date

Date