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Dussex County Vocational-Technical
Board AGREEMENT Education

BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL

IN THE COUNTY OF SUSSEX

AND

SUSSEX COUNTY VOCATIONAL

SECRETARIAL ASSOCIATION

SCHOOL YEARS

√ July 1, 1984 through June 30, 1987

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Labor Relations

JUN 1 4 1985

RUTGERS UNIVERSITY

PREAMBLE

THIS AGREEMENT entered into this 14th day of August, 1984, by and between the BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL IN THE COUNTY OF SUSSEX, the County of Sussex, New Jersey, hereinafter called the "Board" and SUSSEX COUNTY VOCATIONAL SECRETARIAL ASSOCIATION, hereinafter called the "Association."

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ARTICLE I

RECOGNITION

- A. The Board of Education of the Vocational School in the County of Sussex recognizes the Sussex County Vocational Secretarial Association as the collective negotiating unit concerning grievances and terms and conditions on behalf of all full-time secretarial and clerical employees not specially funded.
- B. All other positions, not specifically defined above, are excluded.

ARTICLE II

MISCELLANEOUS

A. Unsafe and Hazardous Conditions:

Members of the Association shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well being. Time lost because of the above conditions will be made up as agreed upon between the employee and his/her supervisor, but in no case shall the elapsed time exceed two (2) weeks.

ARTICLE III

TIME SCHEDULE

- A. Office employees on a twelve-month basis shall start on July 1st of each year and continue through June 30th of the succeeding year.

 Ten month employees shall begin work on September 1st and continue through June 30th of the succeeding year.
- B. The required working hours for each employee during the period July 1st through the third (3rd) Friday in August are 6 1/2 hours per day and includes a thirty (30) minute lunch period. During this period, the hours will be from 8:30 a.m. to 3:00 p.m., unless other hours agreed to by the employee and his/her supervisor.
- C. The required working hours for each employee during the period starting on the fourth (4th) Monday in August through June 30th are 7 1/2 hours per day. This includes the lunch period. Each employee will be given the hours for reporting for work and the time for leaving by his/her immediate supervisor during this period. These hours will generally be between the hours of 7:00 a.m. and 10:00 p.m.
- D. Lunch Period All office employees are entitled to a full period in accordance with the bell schedule for lunch. Employees are requested to have their lunch here at school unless there is an emergency and they must leave the building. Under these circumstances you should notify your immediate supervisor prior to leaving the building.

Article III - Time Schedule (Continued)

E. Coffee Break - The coffee break is a period of time that permits the employee to relax and enjoy the companionship and fellowship with fellow employees.

Coffee and dessert is available throughout the school year in the faculty dining room or other designated areas. A time period of fifteen minutes is provided for a coffee break and care should be exercised not to abuse the privilege. The time schedule of coffee breaks shall be arranged by the responsible unit administration. The time allowed for the coffee break cannot be accumulated nor can it be utilized to alter the normal working day time schedule.

ARTICLE IV

HOLIDAY SCHEDULE

July 1, 1984 through June 30, 1985

(Twelve (12) days)

A. The twelve (12) day Holiday Schedule will be developed in consultation with the Association and published after the Board has approved the school year calendar.

HOLIDAY		DATE OBSERVED			
1.	INDEPENDENCE DAY	Wednesday, July 4, 1984			
2.	LABOR DAY	Monday, September 3, 1984			
3.	THANKSGIVING	Thursday, November 22, 1984			
4.	HOLIDAY	Friday, November 23, 1984			
5.	HOLIDAY	Monday, December 24, 1984			
6.	CHRISTMAS	Tuesday, December 25, 1984			
7.	HOLIDAY	Monday, December 31, 1984			
8.	NEW YEAR'S DAY	Tuesday, January 1, 1985			
9.	WASHINGTON'S BIRTHDAY OBSERVED	Monday, February 18, 1985			
10.	GOOD FRIDAY	Friday, April 5, 1985			
11.	HOLIDAY	Monday, April 8, 1985			
12.	MEMORIAL DAY OBSERVED	Monday, May 27, 1985			

B. All future schedules will consist of no less than twelve (12) holidays per year. The school will be closed during the above holidays and the weekend prior to or following the nearest date listed if that date falls on a Monday or a Friday.

Note: Any schedule developed must include Christmas Day and New Year's Day.

ARTICLE IV

HOLIDAY SCHEDULE

To be determined in accordance with existing agreement.

ARTICLE IV

HOLIDAY SCHEDULE

To be determined in accordance with existing agreement.

ARTICLE V

VACATION

A. Vacation time will be earned as follows (based on full-contract year of work):

Up to five full years of service - 12 days per year

More than five and up to fifteen full years of service - 17 days per year

Over fifteen years of service - 22 days per year

In addition to the vacation specified above, employees shall accrue additional vacation time using the following formula:

12 Minus No. of sick days used the previous year X 3 equals

additional vacation days for the current year. Fractions shall be rounded to the nearest 1/2 day. (See attached Example of Sick Days - Vacation Formula.)

- B. During the first year of employment, vacation will be earned at the rate of 1 day per month.
- C. Vacation carry-over of up to five (5) days may be permitted provided:
 - 1. The employee has been employed for one year or more.
 - 2. The employee has been recommended for re-employment.
 - 3. The employee has a satisfactory evaluation.
 - A written request to the Assistant Superintendent for Business is made at least thirty days prior to June 30.
 - Scheduling of approved carry-over shall be at the discretion of the Assistant Superintendent for Business.
- D. Sec/Clerks leaving employment during the contract year and before taking vacation shall receive the opportunity to take the vacation or be credited for pay purposes at the discretion of the Board of Education. Credit for the portion of a year worked will be established on the following schedule:

Up to five full years of service - 1 day for each full month of service.

More than five and up to fifteen - 1.5 days for each full month of service. full years of service

Over fifteen years of service - 2 days for each full month of service; maximum of 22 days.

In no case will the above calculation be permitted to provide for more than the number of days indicated for a full year of service above.

ARTICLE V

ARTICLE V

VACATION - continued

E. Vacation time must be arranged with the immediate supervisor. If agreement cannot be reached, the Assistant Superintendent for Business will make the final determination. Vacation time shall be taken prior to June 30th of the contract year in which the vacation is earned, except as outlined in paragraph C.

EXAMPLE OF SICK DAYS = VACATION FORMULA

GIVEN		KEN		•		GIVEN	ADDITIONAL VACATION DAYS AUTHORIZED
12 -	0	= <u>12</u> 12	=	1 X 3	•	3	≠ 3 days
12 -	1	<u>11</u>	9 16	X 3	` _	2.748	= 2½ days
12 -	2	= <u>10</u> 12	= . 833	х 3	=	2.499	= 2½ days
12 -	3	= <u>9</u>	75	x 3	-	2.25	= 2½ days
12 -	4	- <u>8</u> 12	- .666	ж 3	=	1.998 .	= 2 days
12 -	5	- <u>7</u>	583	ж з	-	1.749	= 2 days /
12 -	6	- <u>6</u>	- 1.5	X , 3	-	1.5**.	= 2 days
12 -		= <u>5</u>	416	ж з	•	1.248	= 1 day
12 -	· <u>8</u>	= <u>.4</u> 12	333	х 3	-	.9 99	- 1 day
12 -	9	= <u>3</u>	25	х 3	=	.750	- 1 day
12 -	10	$\frac{2}{12}$	= .166	 X 3	-	.498	= ½ day
12 -	11	$-\frac{1}{12}$	083	х з	-	.249	= 0 day
12 -	12	- <u>0</u>	- 0	х 3	-	0	• .0 day

Fractions shall be rounded to the nearest $\frac{1}{2}$ day

ARTICLE VI

SICK LEAVE

- A. Members absent due to illness will call their immediate supervisor.

 Time forms will be provided by the Administration, and when

 completed, will be returned weekly to the Superintendent's Office.
- B. Absences for personal illness shall be allowed and shall include pay not exceeding twelve (12) days time in any one contract year. If fewer than said twelve (12) days of allowed sick leave is taken in any contract year, then the number of days not utilized shall be cumulative.
- C. Absences for illness exceeding five (5) consecutive days will require a physician's certificate, indicating nature of illness and readiness for return to work; said certificate to be filed with the Superintendent of the School.
- D. Upon retirement, a member will be paid at the rate of \$10.00 a day for unused sick leave up to a maximum of \$300.00

ARTICLE VII

PERSONAL DAYS & OTHER AUTHORIZED ABSENCES

- A. Absences on account of marriage or to attend weddings of relatives or friends may be allowed by the Superintendent on request, but shall be without pay.
- B. Absences due to a death in the individual's immediate family or household, including father-in-law or mother-in-law, shall be allowed with pay for the required period but not to exceed four (4) days in each such case.
- C. Absences because of the death of a grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter-in-law, or son-in-law or other relative not living with the immediate family of the employee will be allowed with pay on the day of the funeral only.
- D. Absences not exceeding (3) days per year, with pay, but not accumulative, shall be allowed. Request for these personal days shall be made through the immediate supervisor (5) five days in advance except in emergency situations. Appropriate supervisor will notify the Superintendent's secretary to facilitate recording absences and to arrange office coverage, if necessary. Unused Personal Days will be carried over as sick days at the end of each school year.
- E. Whenever any representative or member of the Association is required to participate during working hours in negotiations, grievance proceedings or approved meetings with the Administration or the Board, the member shall suffer no loss in pay.

F. Maternity:

1. Natural Birth - The Board shall grant maternity leave without

pay to any member upon request, subject to the following stipulations and limitations:

- a. Maternity leave shall commence on the date requested by the member providing the Board is notified 90 days in advance of date requested.
- b. Any member granted maternity leave without pay, according to the provisions of this section, may at her discretion elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.
- c. No member shall be prevented from returning to work

 after childbirth solely on the ground that there has not

 been a time lapse between childbirth and the desired date

 of return providing the Board is notified 60 days in

 advance of time of desired date of return.
- d. The Board shall not remove any member from her duties during pregnancy unless the member cannot produce a certificate from her physician that she is medically able to continue working.
- e. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et.seq., the Law Against Discrimination, nor in violation of the Constitution of the State of New Jersey and the United States.
- G. Unpaid vacation and leave may be granted by the Superintendent upon written request.

H. Inclement Weather -

- 1. Secretarial attendance shall not be required whenever school is closed due to inclement weather. Provided, however, that any secretarial work left unperformed by virtue of nonattendance pursuant hereto shall be subsequently performed at a time mutually arranged between the secretary and the supervisor. Such make-up work shall be performed without additional compensation to the secretary.
- 2. The switchboard shall be covered from 8:00 a.m. to 3:30 p.m. during days when school is closed due to inclement weather or for other unscheduled causes. Time worked during said closing shall accrue as additional vacation time. The decision of whether to open the switchboard, when, and for how long shall rest solely with the superintendent or his designee. Coverage shall be arranged by the Association.
- 3. Closing in excess of those days allotted in the school calendar shall be made up prior to June 30th of each year as full work days or as loss of a day's pay at the option of the employee.
- I. All twelve (12) month employees hired prior to July 1, 1980, are entitled to one (1) secretarial day off during each of the following recess periods:

Christmas Winter Recess Spring Recess
These days must be taken during each recess period.

J. Any full-time secretary or office clerk, who desires to attend the Annual Convention of the New Jersey Education Association, must file an application for attendance with his/her immediate supervisor no less than thirty (30) days prior to date of convention. Permission shall be granted by the Superintendent for not more than two (2) days in any one year. The attendee shall receive their full salary for days of actual attendance upon filing with the secretary of the Board a Certificate of Attendance signed by the Executive Secretary of the Association.

ARTICLE VIII

REIMBURSEMENT

A. When required to utilize personal transportation for school use, individuals shall be reimbursed at the rate established by Board policy. Persons authorized for such reimbursement shall be designated by the Assistant Superintendent for Business.

ARTICLE IX

RETIREMENT

A. All employees belonging to the Public Employees Retirement System shall retire at the close of the school year after attaining the age of 70 years, unless the employee, six months prior to the date of retirement, requests in writing that he/she be employed an additional year, and the request is granted by the Board of Education. Such request may be made every year until the employee reaches the age specified in law when retirement is mandatory.

ARTICLE X

GRIEVANCE PROCEDURE

A. Definitions:

GRIEVANCE

A "grievance" is a claim by a member of the Association based upon the interpretation, application, alleged violation of this Agreement, affecting an identified member or group of members.

AGGRIEVED PERSON

An "aggrieved person" is the member or members of the Association making the claim of a grievance. The aggrieved person, or persons, should be identified.

3. PARTY IN INTEREST

A "party in interest" is the person or persons making the claim and any person including the Association or the Board, 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 both parties of the problems which may from time to time arise affecting members. 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 limit specified may, however, be extended by mutual agreement.

All grievances shall be filed within ten (10) working days of the date of awareness of the grievance.

2. YEAR END GRIEVANCES

In the event a grievance is filed at such time that it cannot be processed through all steps in the procedure by the end of the school year, the grievance steps shall be accelerated, if possible, or the time shall be extended by mutual consent.

3. LEVEL ONE - IMMEDIATE SUPERIOR, PRINCIPAL, OR BUSINESS ADMINISTRATOR

A member with a grievance shall discuss the same with his immediate superior within fourteen (14) working days of the occurrence of the grievance or within fourteen (14) working days of the date when the grievant reasonably should have become aware of the grievance. The member may discuss the matter directly, or if the individual chooses, through the Association's designated representative, with the objective of resolving the matter informally.

4. LEVEL TWO - SUPERINTENDENT AND/OR ASSISTANT SUPERINTENDENT

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance in writing with the Director/Superintendent of the School and/or the Assistant Superintendent (with a copy to the Association) within fourteen 14) working days of the conference specified in Level One.

5. LEVEL THREE - BOARD OF EDUCATION

If the employee is not satisfied with the action taken by the Director/Superintendent and/or Assistant Superintendent, he shall notify, in writing, within ten (10) working days the Secretary of

the Board of Education. The Secretary of the Board of Education shall immediately notify the President of the Board of Education who shall arrange a hearing if the employee is not satisfied with the action. Said hearing to be held in executive session no later than the next regular Board meeting. Board findings will be final.

If either party fails to act within the time limits prescribed, the Grievance shall be waived or moved to the next step by the party not negligent.

D. Rights of Members to Representation:

1. MEMBERS AND ASSOCIATION

Any aggrieved person may be represented at all stages of the aggrievance procedure by himself, or at his option, by a representative he/she selects. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

REPRISALS

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. GROUP GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing and shall commence at Level One.

ARTICLE X GRIEVANCE PROCEDURE (Continued)

2. WRITTEN DECISIONS

Decisions rendered after Level One shall be in writing, and shall set forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. SEPARATE GRIEVANCE FILE

All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. MEETINGS AND HEARINGS

All meetings and hearings under this procedure shall be conducted in private.

SALARIES AND BENEFITS

- A. Medical and Dental Coverage will be provided on the same basis as provided for the teaching staff and will be paid for by the Board of Education.
- B. Salary Guide July 1, 1984 through June 30, 1987:

Clerk/Typist	<u>Level</u>	84-85	85 - 86	86-87
	1	8350	8976	9604
	2	8550	9191	9834
	2 3 4	8891	9558	10227
	4	9286	9982	10681
	5	9658	10382	11109
	6	10044	10797	11553
	7	10446	11229	12015
	8	10864	11679	12497
Secretary	Level	84-85	85-86	86-87
	1	9418	10124	10833
	2	10077	10833	11591
	2 3	10620	11417	12216
	4	11672	12547	13425
	5	12345	13271	14200
	6	13092	14074	15059
	7	14135	15195	16258
	8	15124	16258	17396
Specialist	Leve1	84 <u>-8</u> 5	85-8 <u>6</u>	86-87
	1	10033	10786	$\overline{11541}$
	2	10620	11417	12216
	. 3	11606	12477	13350
	4	12127	13037	· 13950
	5	13413	14419	15428
	6	14419	15500	16585
	7	15500	16663	17829
	8	16663	17913	19167
Executive Sec.	Level	84-8 <u>5</u>	85-86	86-87
	1	10570	11363	$\overline{12158}$
	2	11310	12158	13009
	2 3	12102	13009	13920
	4	12949	13920	14895
	5 · 6	13856	14895	15938
	6	14826	15938	17054
	7 .	15864	17054	18248
	8	16974	18247	19524

- NOTE: 1. Step on guide shall be as determined by the Board of Education.
 - 2. Years of service to determine vacation shall be from date of hire.
 - A one time \$300.00 stipend will be paid after 10 years of consecutive service.

ARTICLE XII

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1984 and shall continue in effect until June 30, 1987.

In witness whereof, the Secretarial Association has caused this agreement to be signed by its President, after ratification by the members of the Association at a meeting duly called for that purpose, and the Board has caused this agreement to be duly signed by its President and attested by its Secretary pursuant to a resolution duly adopted by the said Board the 14th day of August of 1984.

This agreement has been executed in duplicate, one copy to be retained by the Board, and one copy to be retained by the Association, such duplicate copy being permanently bound.

BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL IN THE COUNTY OF SUSSEX

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SUSSEX COUNTY VOCATIONAL-SECRETARIAL ASSOCIATION

 α

President

ATTEST:

ard Secretary

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