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OUTGERS UNIVERSITY

### NEGOTIATED AGREEMENT

# BETWEEN

THE NORTHERN BURLINGTON COUNTY REGIONAL SECRETARIAL/CLERICAL ASSOCIATION

AND

BOARD OF EDUCATION

BOARD OF EDUCATION

1987 - 1988

and

1988 - 1989

X July 1, 1787 June 30 1789

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#### **PURPOSE**

The Board of Education and the Northern Burlington County Regional Secretarial/Clerical Association have entered into this Agreement for the purpose of establishing terms and conditions of employment.

# ARTICLE I RECOGNITION

The Board of Education of the Northern Burlington County Regional School District hereby recognizes the Northern Burlington County Regional Secretarial/Clerical Association as the exclusive and sole representative for collective negotiations for the below stated Secretarial/Clerical personnel, with the exception of the Secretary to the Superintendent of Schools and any other persons designed by the Board as classified personnel:

Private Secretary 12-Month General Clerical 10-Month General Clerical Media Services Technician Duplication Clerk

# ARTICLE II NEGOTIATION PROCEDURE

### A. Available Data

During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association for inspection all public records of the Northern Burlington County Regional School District.

# B. Successor Agreements

The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on terms and conditions of secretarial/clerical employment.

The Secretarial/Clerical Association shall submit a contract proposal to the Board of Education no later than November 30 of the calendar year prior to the expiration of this agreement.

ARTICLE III HOURS OF WORK

The normal work week is 37 1/2 hours.

The normal work day is 7 1/2 hours per day which includes two (2) 15 minute breaks per day which is a total of 37 1/2 hours per week.

Each employee shall received 1/2 hour each day for lunch which is not included in the 37 1/2 hour work week.

ARTICLE IV VACATION

A paid vacation of two (2) weeks will be granted after the first year of work, and will be taken as approved by the appropriate administrator.

A person working less than a year will receive one (1) day for every complete month of work, as of June 30, to a maximum of five (5) days.

A paid vacation of three (3) weeks will be granted after eight consecutive years of service, taken in the ninth year.

It is agreed that at least two (2) weeks must be taken during the summer period. The additional one (1) week of vacation will be at the discretion of the employee's supervisor or administrator.

ARTICLE V EVALUATION

Monthly evalutions shall be made by supervisory employees of all probationary secretarial/clerical personnel.

Yearly evalutions shall be made by supervisory employees of all post-probationary secretarial/clerical personnel.

Any evaluation that is to be placed in the personnel folder of the employee shall be reduced to writing, prepared in duplicate, and a copy furnished to the employee. The copy to be placed in the personnel folder shall be signed by the employee. The signature is not intended as an indication of total agreement concerning contents, but as verification of the fact that a copy of the report was received by the employee.

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# C. Procedure

- 1. Failure to file a grievance within thirty (30) days of the occurrence complained of shall be deemed to constitute an abandonment of the grievance.
- The aggrieved person may be represented by or with a designated representative of the Secretarial/Clerical Group.
- 3. All grievances must be submitted in writing if taken beyond the first level and decisions regarding this grievance must be committed to writing at all levels beyond the first. Copies of these decisions shall be forwarded to all parties of interest and the Secretarial/Clerical Representative.
- 4. All parties of interest may be present at all hearings regarding a grievance.
- Both parties agree that these procedures will be kept as informal and confidential as may be appropriate at any level of the procedure.
- 6. The total days time allowance at each level of the grievance process are indicated below. These time allowances may be extended by mutual agreement between the parties of interest.

# Level One

An individual with a grievance shall first discuss it with the immediate supervisor either directly or through the Secretarial/Clerical Group's one designated representative with the objective of resolving the matter informally. The immediate supervisor shall respond within five days after the discussion is held.

### Level Two

If the individual is not satisfied with the disposition of the grievance at Level I, the Secretarial/Clerical Group may submit the grievance in writing within five days to the Principal.\* The Principal shall hold a hearing within five school days of receipt of same and shall render a decision in writing within five school days following the conference.

\*Central Office personnel may proceed from Level I to Level III.

### A. Sick Leave

- 1. Each employee on a ten-month contract shall be entitled to ten (1) days leave for personal disability each school year as of the first work day of said year, whether or not he reports for duty that day. Unused disability leave days shall be accumulated from year to year without limit. Twelve month employees shall have twelve (12) leave days per year for personal disability under the same conditions.
- Any employee who uses three or less sick days in any year will accumulate an additional two sick leave days.
- 3. Upon retirement after ten (10) years of consecutive service, employees will be reimbursed at the rate of one-half the per diem rate for each day of accumulated sick leave, not to exceed \$1,200.00.
- 4. Accumulation of sick leave allowance shall be based on consecutive years of service. An employee shall be considered as rendering consecutive service as long as the Board does not terminate his service. A leave of absence does not constitute an interruption of service, but during a leave of absence there shall be no accumulation of sick leave.
- 5. All employees absent for more than three (3) consecutive days must present a doctor's certificate. All employees absent for five (5) days of a continuous period may be required to present a doctor's preliminary statement.
- 6. All employees absent the day before or after a holiday must present a doctor's certificate. Such statements may not be presumed to establish the employee's disability conclusively.
- 7. Whatever the claims of disability, no day of absence shall be considered to be a sick leave day on which the employee has engaged in or prepared for other gainful employment or has participated in a concerted work stoppage.
- 8. A sick leave absence shall commence when the employee (or his agent, if the employee is sufficiently disabled) calls in to report his absence. A sick leave day, once commenced, may be reinstated as a working day only with the approval of the Superintendent or his designee.

- 3. Three (3) days per year in the event of serious illness of the spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-inlaw, sister-in-law, daughter-in-law, or grandparents.
- 4. Other leaves of absence may be granted by the Board for good reason.

# D. Leave Without Pay

- Leave without pay must be approved by the administration and the Board of Education.
   All extensions or renewals shall be applied for and granted or rejected in writing.
- Anyone taking unauthorized leave will cause breach of contract.
- 3. All request for leave without pay must be submitted in writing at least thirty (30) days prior to the commencement date of the leave.

# ARTICLE VIII ASSOCIATION RIGHTS AND PRIVILEGES

# A. Use of Buildings

The Association and its members shall have the right to use school buildings as long as the proper forms have been initiated and approved in accordance with Board policy. The approval shall be granted by the building Principal within the framework of building availability.

# B. Use of Equipment

The Association may have the right to use school duplicating and typing equipment in the faculty rooms at reasonable times when such equipment is not otherwise being used by teachers.

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### C. Reduction in Force (RIF)

Whenever an anticipated reduction in force would specifically affect members of the bargaining unit, the President of the Association shall be immediately, as practical, notified in writing, after affected individuals have been notified.

- C. Written notice of recall to work shall be sent by the Board by certified mail, restricted delivery, return receipt requested, to the employee's last known address as shown on the Board's personnel records.
- D. Failure to the employee to respond to such notice within five (5) days of receipt, and to report to work within fifteen (15) days of receipt of this notice, shall result in loss of seniority entitlement.

# ARTICLE XI MISCELLANEOUS PROVISIONS

A. Placement on Salary Guide

Anyone employed prior to February 1 (10 month employee) or January 1 (12 month employee) of the school year shall be given credit for one (1) year of service toward the next increment step for the following year.

B. Credit for Experience

For the purpose of initial placement of prospective secretarial/clerical employees on the appropriate salary guide, credit for prior comparable or equivalent service may be granted upon recommendation of the Superintendent and approval of the Board up to three (3) years.

C. Salary Guide

See Attachment "A"

D. Fringe Benefits

See Attachment "B"

E. Duration of Agreement

This Agreement shall be effective from July 1, 1987, and shall continue in effect for two (2) years to mid-moght, June 30, 1989 at which time it shall expire unless extended by mutual consent in writing.

# Additional Compensation:

- 1. The Media Services Technician shall receive \$1,000.00 additional over base salary.
- 2. The Duplication Clerk shall receive \$700.00 additional over base salary.
- Any new employee hired in the Board Office will not receive the \$200.00 stipend that is presently being paid.

### Overtime:

Employee will advise Administration which overtime option they will be using in a contract year by July 1.

Option I - Compensation Payment:

Straight time shall be paid for hours worked from 37 1/2 to 40 hours in one work week. After 40 hours in one work week, employee shall be paid at the rate of 1 1/2 times the hourly rate, based on total salary. Sick days, personal days, vacation days, etc., shall be counted as time worked.

Option II - Compensatory Time:

Employees shall be granted compensatory time for additional time worked between 37 1/2 and 40 hours at an hour for hour basis. After 40 hours an employee shall be granted compensatory time for additional time worked at 1 1/2 hours for every additional hour worked. Sick days, personal days, vacation days, etc., shall be counted as time worked.

Compensatory time can be used September 1 through August 31.

# Longevity Increments:

12-month employees who have completed seven (7) years of continuous employment in the district as a member of the Secretarial/Clerical Association shall receive an additional \$250 in their contract salary.

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10-month employees who have completed seven (7) years of continous employment in the district as a member of the Secretarial/Clerical Association shall receive an additional \$200 in their contract salary.

12-month employees upon completion of fourteen (14) years of continuous employment in the district shall receive an additional \$250 in their contract salary.

10-month employees upon completion of fourteen (14) years of continuous employment in the district shall receive an additional \$200 in their contract salary.

### RATIFICATION

The Board of Education and the Association have caused this agreement to be signed by their respective Presidents and included in the official minutes of the Board of Education Proceedings.

THE BOAR				NORTHERN	BURLING	TON COUNTY
ву:						
NORTHERN ASSOCIAT		TON COUN	NTY RE	GIONAL CL	ERIC <b>AL-</b> S	ECRETARIAL
Ву:				Date	:	
Ratified	by the	Board of	E Educa	ation on:	April	20, 1987