

COLLECTIVE NEGOTIATION AGREEMENT

between

THE DUMONT BOARD OF EDUCATION

and

THE DUMONT SECRETARIAL ASSOCIATION

July 1, 2018 to June 30, 2021

TABLE OF CONTENTS

| ARTICLE | | PAGE |
|---------|------------------------------------------------------|------|
| I | Recognition | 3 |
| II | Negotiation Procedure | 3 |
| III | Applicable Law | 4 |
| IV | Reproduction of This Agreement | 4 |
| V | Grievance Procedure | 4 |
| VI | Employee Rights | 7 |
| VII | Management Rights Clause. | 7 |
| VIII | Association Rights and Privileges | 8 |
| IX | Sick Leave | 8 |
| X | Extended Sick Leave | 9 |
| XI | Family Leave | 9 |
| XII | Personal Leave | 9 |
| XIII | Bereavement | 10 |
| XIV | Leave of Absence (Without Pay) | 10 |
| XV | Military Leave | 10 |
| XVI | Child Bearing and Child-Rearing Leave | 11 |
| XVII | Performance of Legal Responsibilities | 11 |
| XVIII | Health Benefits and Insurance | 12 |
| XIX | Agency Shop | 12 |
| XX | Miscellaneous Provisions | 12 |
| XXI | Severance Pay | 13 |
| XXII | Salary and Hours of Work | 13 |
| XXIII | Work Schedule, Vacations and Holidays | 13 |
| XXIV | Snow Days | 14 |
| XXV | Assignment of Category and Salary Increase | 15 |
| XXVI | Duration of Agreement | 16 |
| XXVII | Salary Guides | 17 |

ARTICLE I
RECOGNITION

The Dumont Board of Education recognizes the Dumont Education Association as the exclusive bargaining representative for a consolidated unit of secretarial and custodial employees as specified below:

- A. Included:
1. Secretarial/clerical personnel under the supervision of a building principal
 2. Secretarial/clerical personnel under the direction of the Director of Buildings and Grounds
 3. Administrative secretary — purchasing and accounts payable, education center receptionist/secretary, office of the Business Administrator
 4. Secretary — office of the curriculum coordinator
 5. Computer accounting technical aide — office of the Business Administrator
 6. Secretary/clerical personnel, office of the department of Special Service
- B. Excluded:
Temporary, seasonal and part-time employees, other than regular part-time employees, working an average of less than twenty (20) hours a week, clerical aides, secretarial/clerical personnel in the office of the Superintendent of Schools, secretary to the Board Secretary/School Business Administrator, teaching staff members, supervisors, confidential employees within the meaning of the Act, transportation personnel, Director of Buildings and Grounds, supervisor of custodial personnel, Inventory Control Clerk, custodial personnel, maintenance personnel, head custodians, per diem employees, and all other employees not specifically included above.

ARTICLE II
NEGOTIATION PROCEDURE

- A. All communications between the parties relating to this Agreement shall be made in writing, addressed and given to the President and negotiation chairperson of and for the Association and to the Superintendent of Schools on behalf of the Board.
- B. The parties agree to enter into collective negotiation over a successor agreement in accordance with NJSIA 34:13A-1 et seq. in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. Such negotiations shall begin no later than December 1, or in accordance with the timetable set by PERC of the calendar year preceding the calendar year in which this agreement expires. The starting date may be waived in writing by mutual agreement of both parties. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, in accordance with Section E, below.
- C. The Board and the Association shall exchange proposals on or before a mutually agreeable date. The proposal shall represent all the proposals of either party.
- D. The execution of the Successor Agreement by the parties hereto shall take place after ratification of the provisions herein by the Association and by the Board at its next regular or special meeting following the ratification by the Association.
- E. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, except by mutual consent.
- F. 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 III
APPLICABLE LAW

- A. It is expressly understood that this contract shall be binding upon the Board of Education only to the extent permitted by the Laws and Constitution of the State of New Jersey and of the United States of America and shall not impair the rights of any individual under Article I, Section 19 of the New Jersey State Constitution.
- B. It is understood by all parties that the Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law and the Constitution of the State of New Jersey and of the United States.

ARTICLE IV
REPRODUCTION OF THIS AGREEMENT

The cost of producing one hundred copies of this Agreement shall be equally divided between the Board and the Association.

ARTICLE V
GRIEVANCE PROCEDURE

- A. Definition of a Grievance:
A grievance is a claim by an employee or the Association based upon a claimed loss, injury or inconvenience as the result of an alleged violation, misinterpretation, or inequitable application of any existing Board policy, provision of this agreement, or administrative decision affecting an employee's terms and conditions of employment.
- 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 the welfare or working conditions of employees. Both parties agree that these proceedings shall be kept informal and confidential.
- C. Procedure:
 - 1. 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 be extended by mutual agreement in writing. The term "days" in this procedure shall mean days on which the school business office is open unless otherwise specified.
 - 2. In the event a grievance is filed on or after June 1, which, 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 here shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.
 - 3. Level One
Any employee of the Association who has a grievance shall first discuss it with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level. Exception to this requirement may be initiated by the Association after a grievance has been filed in writing at Level Two, or at Level Three in the case of a group grievance, by submitting written notice to the Superintendent of the Association's intent to delay further processing of the grievance until after the school year begins. The Association's request to suspend the time limits over the summer shall be granted.
 - 4. Level Two
If as a result of the discussion at Level One the matter is not resolved to the satisfaction of the employee or Association within five (5) days after presentation of the grievance at Level One, he/she shall set forth his/her grievance, in writing,

to the principal specifying: the alleged violation, misinterpretation, or inequitable application, the date of occurrence, the relief sought. Copies shall be sent to the Superintendent and the Association. The principal shall communicate his/her decision to the employee, Superintendent of Schools, and the Association in writing, within five (5) days of receipt of the written grievance.

5. Level Three

The employee or Association may, within five (5) days after receiving the principal's decision, appeal the principal's decision to the Superintendent of Schools or his/her designee. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) days after receiving the appeal. The Superintendent shall communicate his/her decision in writing, along with supporting reasons, to the employee, the principal and the Association.

6. Level Four

If the grievance is not settled to the satisfaction of the employee after reaching the Superintendent, the matter may be referred to the Association for consideration. This referral for consideration must be made within five (5) workdays. The Association's grievance committee shall make a determination as soon as possible, but within a period not to exceed five (5) work days after referral, notifying the employee and the Superintendent in writing of that determination. If the Association determines that the grievance has, or may have merit, it shall recommend that the grievance be heard by the Board of Education. If the Association determines that the grievance is without merit, the employee shall retain the right to appeal, in writing, to the Board of Education. The request, in either case, shall be submitted, in writing, within five (5) work days through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board of Education shall review the grievance and may, at its option; hold a hearing if a hearing has been requested. The Board shall render a decision, in writing, within thirty (30) workdays after the board hearing or (30) workdays after the meeting in which the superintendent presented the grievance to the board.

7. Level Five

If the Association is not satisfied with the disposition of the grievance by the Board, the Association, may within ten (10) days after receiving the decision from the Board, submit the grievance to arbitration by requesting a list of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules and procedures of the AAA. The Superintendent shall receive a copy of the demand for arbitration. The arbitrator so selected shall confer with representatives of the Board and the Association and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions for the issues submitted. The arbitrator shall be without power or authority to make a decision, which violates the terms of this agreement. The arbitrator shall be without power to add to, delete from, or modify this agreement. He/she shall issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statement and proofs are submitted. The decision shall be submitted to the Board, the Association and the aggrieved, and shall be binding with respect to grievances involving the alleged violation, interpretation or inequitable application of the expressed provisions of the contract, and shall be advisory with respect to all other matters.

The cost for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the Association.

8. Failure to File

A grievance to be considered under this procedure must be initiated within ten (10) calendar days of this occurrence or impact on the individual. Failure to file or advance a grievance within a specified time limit shall constitute a waiver of the grievance. Failure to respond to a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.

D. Rights to Employee to Representation:

With respect to personal grievances, he/she shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal. The employee shall have the right to present his/her own appeal or designate representatives of the Association or another person of his/her own choosing to appear with him/her or for him/her at any step in his/her appeal. When an individual is not represented by the Association, the Association shall have the right to be present and informed at all stages of the grievance procedure.

E. Miscellaneous:

1. Decisions rendered at Levels Two, Three and Four of the grievance procedure shall be in writing, setting forth the decision and the reasons for the decision.
2. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association, and given appropriate distribution by both parties so as to facilitate operation of the grievance procedure.
4. No employee shall have the right to refuse to follow an administrative directive or a Board policy on the grounds that he/she has instituted a grievance.
5. All employees including the grievant shall continue under the direction of the Superintendent and administrator regardless of the pendency of any grievance until such grievance is properly determined.
6. Any grievance supported by the Association and not resolved to the satisfaction of the employee, after review by the Board, may, at the written request of the Association, be submitted to arbitration as specified in Section C. 7. of this article, except in the case of a grievance involving any of the following points:
 - a. A method of review is prescribed by law or state board rule having the force and effect of law, or any regulation of the State Commissioner 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.
 - b. A complaint of a non-tenured employee that arises by reason of his/her not being re-employed.
 - c. A complaint by any employee occasioned by appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required.
7. Grievances affecting employees in more than one building shall be initiated at the Superintendent's level.

ARTICLE VI
EMPLOYEE RIGHTS

- A. Pursuant to NJSA 34:13A-1 et. seq., the Board of Education hereby agrees that every employee of the Board shall have the right to organize, join and engage in collective negotiations and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board of Education undertakes and agrees that it will not discriminate against any employee with respect to terms and conditions of employment by reason of his/her membership in the Association, and his/her participation in any legal activities of his/her association, of his/her institution of any grievance with respect to any terms or conditions of employment.
- B. Employees shall not be disciplined or reprimanded without just cause.
- C. Violations of Board policy, rules or regulations shall be cause for disciplinary action as outlined below. Employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure, provided under this contract. There shall be three (3) separate penalties applied when it is necessary to inflict discipline on any of the employees of the Board. Prior to the administering of any discipline there shall be a meeting between the person administering the discipline, the employee(s) being disciplined, and the employee(s) union representative.
 - 1. A written reprimand to be placed in the employee's personnel file to be applied in the case of minor offenses. The Board shall furnish the employee and the Association with a copy of the reprimand. The employee shall be required to sign the file copy for the sole purpose of acknowledging that he/she has received his/her copy.
 - 2. Suspension from work without pay for periods varying from one (1) to fifteen (15) days, according to the gravity of the offense and the previous record of the employee concerned to be applied in cases of a first serious offense or continued or repeated minor ones.
 - 3. Discharge.
- D. Appeals from disciplinary action shall be made in accordance with the grievance procedure.

ARTICLE VII
MANAGEMENT RIGHTS CLAUSE

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations to:

- A. direct employees of the school district;
- B. hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees;
- C. relieve employees from duty because of lack of work or for other legitimate reasons;
- D. maintain efficiency of the school district operations entrusted to them;
- E. determine the methods, means, and personnel by which such operations are to be conducted, and;
- F. take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

It is understood by all parties to this agreement that, under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted by law.

ARTICLE VIII
ASSOCIATION RIGHTS AND PRIVILEGES

Duly authorized representatives of this Association may be given permission to transact official Association business on school property at such time and place as the administration deems reasonable so as not to interfere with or interrupt normal school operations.

In the use of buildings by the Association, the Board of Education may make a reasonable charge when special custodial service is required.

The Association may use school equipment when not otherwise in use in accordance with Board policy. Supplies in connection with such equipment use will be furnished by the Association.

ARTICLE IX
SICK LEAVE

- A. Definition of Sick Leave — NJSA 18A:30-1
“Sick leave is hereby defined to mean the absence from his or her post of duty of any person because of personal disability due to illness or because he/she has been excluded from school by the school districts medical authorities on account of contagious disease or of being quarantined for such a disease in his/her immediate household.”
- B. Absence of all full-time employees shall be governed by state law and the following detailed provisions:
1. Sick leave with pay shall be granted to all full-time employees of the Board of Education in accordance as follows: One (1) day per month of employment during each school year. All days for the year will be credited on the first day of employment each year.
 2. For absences of three (3) days or less, the employee must file with the building principal or immediate superior assigned, a signed statement showing dates and reason for absence immediately upon his/her return to employment.
 3. Absences beyond a three (3) day period require a doctor’s certificate. These certificates are to be attached to the sick leave form and forwarded to the office of the Superintendent.
 4. If any employee requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized shall be accumulative to be used for additional sick leave in subsequent years. (NJSA 18A:30-3)
 5. Whenever an employee is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, the Board of Education shall pay to such employee the full salary wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. (NJSA 18A:30-2.1)
 6. In cases where full salary is paid by the Board of Education during periods of absence covered by Worker’s Compensation, the employee shall endorse the Worker’s Compensation checks to the Board of Education. (NJSA 18A:30-2.1)
 7. In cases where a secretary must leave school during the regular hours for personal illness or other emergency, the following rules shall apply:
 - a. Prior to two (2) full hours, deduction of a full school day in either pay or time.
 - b. More than two (2) hours, but less than five and one-half (5-1/2) hours, deduction of either one-half (1/2) day in pay or time.
 - c. Over five and one-half (5-1/2) hours, no loss of pay or time.

8. For absences where no provision for payment has been made, salary will be deducted as follows:
 - a. Ten – (10) month employees — daily rate of $\cdot/200^{\text{th}}$ of yearly salary
 - b. Twelve – (12) month employees — daily rate of $\cdot/260^{\text{th}}$ of yearly salary

ARTICLE X
EXTENDED SICK LEAVE

Prolonged Absence Beyond Sick Leave Period — NJSA 18A:30–6

ARTICLE XI
FAMILY LEAVE

- A. If a member of the Association, who is qualified for leave pursuant to the Family Medical Leave Act (FMLA), requests such leave or the leave requested is determined by the Board to be FMLA leave, unpaid leave with health benefits shall be granted for a serious health condition of the employee. The leave may be taken for up to twelve (12) weeks during a twelve (12) month period measured forward from the date of the employee's first FMLA leave.
- B. The employee shall submit a physician's certification, provided by the Board, verifying that the employee is in need of leave for a serious health condition. If the serious health condition is due to pregnancy, only the due date is required unless the employee requests more than thirty (30) calendar days before and/or after the birth.
- C. If the employee has accumulated sick days those paid sick days shall be used concurrently with FMLA when the leave is for the employee.

ARTICLE XII
PERSONAL LEAVE

- A. In an effort to prevent undue hardship to employees who must be absent from school to attend to urgent personal business, three (3) days of personal leave without deduction in salary will be provided for each year of regular employment. Such leave shall not be cumulative.
- B. The intent of the Board of Education is that these days be used for urgent personal business, which cannot be attended to conveniently on a day or time other than the employee workday.
- C. Requests for leaves of this nature shall be submitted to the principal or immediate supervisor for his/her recommendation forty-eight (48) hours in advance. Emergency requests will be submitted via the substitute call service, and the employee shall be required to submit the reason for the emergency request on the first day that he/she returns to work.
- D. Reasons for leave in this category are illness in the family, religious holidays, death of friends, graduation of members of the immediate family, house closing or moving, and any undue hardship caused by circumstances beyond the control of the employee.
- E. One personal leave day shall be granted without the need to designate a reason. Reason or reasons for the other two (2) days of personal leave must be stated, and it is understood that leave shall not be taken prior to or following a school holiday, with the following exceptions:
 1. In extenuating situations, a leave may be granted prior to or following a school holiday. The Superintendent may, in his/her discretionary power, grant personal leave. However, a refusal to grant leave under this exception is not grievable.

2. Personal leave is not to be used as an extension of vacation time.
 3. In the application for personal leave day request prior to or after a school holiday period, said request is to go directly from the employee to the Superintendent.
- F. Granting of days of leave shall be in accordance with the operational needs of the school system as defined by the Superintendent of Schools.
- G. Any undue hardships caused by circumstances beyond the control of the employee, and not covered in this Article, may be reviewed by the Superintendent upon request of the employee. The Superintendent may, if he/she deems it necessary, grant an adjustment of leave beyond the terms of this Article.

ARTICLE XIII BEREAVEMENT

Five (5) days' leave with pay are allowed for death in the immediate family. For purposes of definition regarding absence, the immediate family includes: spouse, child and step-child, parent and step-parent, sibling and step-sibling, or relative by marriage in the same degree of relationship, except as noted below.

Three (3) days' leave with pay are allowed for death of grandparent, grandchild, brother/sister-in-law, or other relative living in the employee's household.

One (1) day's leave with pay is allowed for reason of death of a relative, other than those specified above.

ARTICLE XIV LEAVE OF ABSENCE (Without Pay)

A leave of absence without pay of up to one (1) school year may be granted by the Board of Education for good reason upon recommendation of the Superintendent of Schools.

ARTICLE XV MILITARY LEAVE

- A. Request For Leave:
Any employee of the Dumont Public Schools who may be conscripted into the defense forces of the United States for service or training shall make application for military leave.
- B. Reinstatement:
The employee shall be reinstated to a position in the school system with full credit, including the annual increment, in accordance with law, under the salary schedule, upon meeting the following conditions:
1. That he/she is physically and mentally capable of performing the duties of his/her former position
 2. That he/she make written application for reinstatement at least thirty (30) days prior to requested date of re-employment, and that such request is no later than ninety (90) days following his/her date of separation or discharge from active military service.
 3. That he/she furnished proof of an honorable discharge or separation from military service
- C. Reserve Military Training:
Any permanent employee shall be granted leave, up to a maximum of two (2) weeks per year, for reserve military training. Such leave shall not be counted against accumulated vacation time. An employee on reserve training leave shall be paid by the school district at his/her regular rate of the normal workweek, less such military pay allowances

except travel allowance, which he/she shall receive for such training. The employee shall provide the office of the business administrator with evidence of the amount of compensation received for summer training so that the proper adjustment can be made.

ARTICLE XVI CHILD-BEARING AND CHILD-REARING LEAVE

- A. During the period of actual disability related to pregnancy, employees may, at their option, utilize regular sick leave. The Board may require, as a condition of the employee's return to services at the conclusion of the period of disability, production of a certificate from a physician certifying that the employee is medically able to resume her duties.
- B. The Board shall grant child-rearing leave of absence without pay immediately following the conclusion of sick leave associated with childbirth or commencing on a mutually agreeable date following the birth of the child, to any employee upon request, in accordance with applicable statutes, regulations, and state agency decisions, for the balance of the school year in which the leave is requested. In addition, employees shall, upon written request, be granted a leave of absence without pay for child-rearing purposes for one (1) full year (July through June) following the year in which the initial child-rearing leave occurs. In no event shall any such leave be extended beyond the end of the contract year in which the leave is requested to commence for non-tenured employees, unless the Board otherwise elects.
- C. In the event that an employee's pregnancy terminated prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said employee may apply for early reinstatement by filing a written request therefore with the Superintendent, accompanied by a physician's certification that she is medically able to resume, or continue to perform her duties. The Board shall grant such a request if it has not contractually obligated itself to employ a replacement for the employee in question during the period for which leave has been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the education program to which the employee in question was assigned and seeks to be reinstated. The Board shall not contractually obligate itself for such a replacement if the leave requested is for a period of sixty (60) days or less.
- D. Employees adopting a child shall receive similar leave which shall commence upon receiving de facto custody of said child, or earlier, if required for adoption, The Board reserves the right to set the term of the leave, within reasonable limits, in the best interests of the school.

ARTICLE XVII PERFORMANCE OF LEGAL RESPONSIBILITIES

Leave for performance of a civic duty in serving on a petit or grand jury when required by law shall be granted providing a letter confirming the purpose of such leave from a sheriff, court, or United States attorney, depending upon jurisdiction, is filed with the Superintendent of Schools. An amount equal to the income derived from jury service will be deducted from the staff member's base salary.

Leave for acquiescing to a court or other valid subpoena, may be allowed without loss of pay, dependent on circumstances and at the discretion of the Superintendent of Schools.

ARTICLE XVIII
HEALTH BENEFITS AND INSURANCE

- A. The group insurance benefits will be identical to the group insurance benefits negotiated by the district's teachers.
- B. The Board shall reimburse an employee for the reasonable cost of any clothing or other property being worn that is damaged or destroyed as a result of an assault on an employee while an employee was acting in the discharge of his/her duties.

ARTICLE XIX
AGENCY SHOP

- A. 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. The representation fee to be paid by nonmembers will be equal to the maximum allowed by law.
- B. 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 full amount of the representation fee set forth in Section I. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin sixty (60) days after the employee begins his/her employment in a bargaining unit position.
- C. Termination of Employment:
If an employee who is required to pay a representation fee terminates his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question and promptly forward same to the Association.
- D. Indemnification:
The Association will indemnify and hold harmless the Board of all legal costs, fees and other costs arising from any action brought by an employee regarding the agency fee provision. Said indemnification is predicated on the Board complying with the contractual provisions and applicable law.

ARTICLE XX
MISCELLANEOUS PROVISIONS

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 force and effect.

ARTICLE XXI
SEVERANCE PAY

- A. Employees who retire and qualify for immediate PERS pension benefits shall be eligible for severance pay, provided that the employee has spent a minimum of ten (10) years in the school district.
- B. Severance pay shall be determined by multiplying the number of unused sick and personal leave days accumulated by the employee at the time of retirement times forty-seven (\$47) dollars.
- C. Accumulated sick leave days shall be based on the employee's total time of employment in the district. The accumulation of unused personal days shall begin with days earned during the 1983-84 school year.
- D. Severance paychecks shall be issued not later than July 15th of the school year following the school year in which the employee retires.
- E. In the event that an employee retires and dies prior to receipt of the severance paycheck, the money shall be paid to the employee's estate.
- F. The maximum payment for unused sick leave days shall be five thousand five hundred (\$5,500) dollars for employees hired on or after July 1, 1996

ARTICLE XXII
SALARY AND HOURS OF WORK

- A. The salaries of all employees covered by this Agreement are set forth in Article A.
- B.
 - 1. The normal workweek shall be thirty-five (35) hours, excluding lunch, for all full-time employees. Part-time employees' hours shall be mutually agreed to by the employee and supervisor, and approved by the Superintendent of Schools, not to exceed thirty (30) hours per week.
 - 2. All hours over forty (40) hours in one week shall be paid at the rate of one and one-half (1 1/2) times the basic hourly rate. Employees required to work on a Saturday, Sunday or holiday will be paid one and one-half (1 1/2) times the basic hourly rate.
Only overtime that has received prior approval from the employee's immediate supervisor and the Superintendent of Schools shall be paid at the above rate and shall consist of a reasonable block of time (at least one hour). The time worked shall be recorded on an overtime card and signed by the immediate supervisor and the Superintendent of Schools.

Assignment of the hourly work schedule for all employees shall be recommended by the immediate supervisor and approved by the Superintendent of Schools.

ARTICLE XXIII
WORK SCHEDULE, VACATIONS AND HOLIDAYS

- A. Work Schedule:
 - 1. Twelve- (12) Month Employees:
The normal work schedule for twelve- (12) month employees is from July 1 through June 30, with a workweek of thirty-five (35) hours (seven hours per day, excluding lunch). During the time when summer hours are in effect, the workday from Monday through Thursday will be reduced to six and one-quarter- (6 1/4) hours, excluding a forty-five- (45) minute lunch. On Fridays during the summer schedule, the workday will be reduced to six (6) hours, excluding a thirty- (30) minute lunch. These shortened workdays shall begin the day after school closes and shall be considered full workdays for payroll and attendance purposes. During recess periods of the regular school year, the six and one-quarter- (6 1/4) hour day will apply.

2. Ten- (10) month employees:
The normal work schedule for ten- (10) month employees is from September 1 through June 30, with a workweek of thirty-five (35) hours (seven hours per day, not including the lunch hour).
3. The number of working days shall be two hundred forty-three (243) workdays for twelve-month employees, and one hundred ninety-eight (198) for ten-month employees. The day before Thanksgiving shall be a 1:00 pm dismissal for all secretaries.
4. For any additional days worked beyond the employee's calendar, the twelve-month employees, shall receive one two-hundred-sixtieth ($\frac{1}{260}$) of their regular salary; the ten-month employees shall receive one two-hundredth ($\frac{1}{200}$) of their regular salary.
5. During the NJEA Convention, only employees showing evidence of having attended the convention shall not be required to report to work. All other employees shall be required to work one day as recommended by the building principal or immediate superior, and as approved by the Superintendent. In the event that school is in session for children during the convention, all those not attending the convention shall report to work in accordance with NJSA 18A:31-2.

B. Vacations:

1. Each twelve-month employee shall be entitled to vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken.
2. After one year, vacation weeks may be consecutive or separate. Vacations for twelve-month employees will be taken during July and August or when school is not in session. Secretaries may carry over 5 days into the school year, but must be taken before June 30th of that year. At least one week consisting of five (5) consecutive workdays must be taken during the summer months. Exceptions to this policy may be made with the approval of the immediate supervisor and the Superintendent of Schools.
3. If a legal holiday falls during an employee's vacation period, the employee shall have an extra day off.
4. Vacation schedules should be arranged with the immediate supervisor, who will forward said schedule to the office of the Superintendent.
5. Vacation Accrual — Twelve-month Employees
 - a. less than one year of service, but more than four months' service - six (6) days effective on July 1 following the completion of four months of service.
 - b. one year, but less than three years' service completed prior to July 1st - two (2) weeks plus one (1) day
 - c. three years of service or more completed prior to July 1st - three (3) weeks plus one (1) day for employees
 - d. ten years of service or more completed prior to July 1st - three (3) weeks plus two (2) days
 - e. fifteen years of service or more completed prior to July 1st - three (3) weeks plus three (3) days
 - f. twenty years of service or more completed prior to July 1st - four weeks
6. Vacation days cannot be accrued beyond June 30 following the work year in which they were earned.

ARTICLE XXIV
SNOW DAYS

All secretarial/clerical personnel shall be exempt from reporting to work on days when the schools are closed because of inclement weather. It is recognized that essential services must be performed; therefore, key secretarial/clerical personnel required to report to work by their immediate supervisor shall be given a day for the time worked. The operation of the

switchboard will be considered a mandatory service. Normal hours will be scheduled, except that due allowance will be made for the employee's travel problems in the event transportation is difficult.

ARTICLE XXV
ASSIGNMENT OF CATEGORY AND SALARY INCREASE

- A. Assignment of Category and Placement on the Guide:
1. Classification has no reference to the individual's personal ability or qualifications, but is intended to group together positions, which are basically similar in duties and responsibilities.
 2. Classification and category placement will be determined by the Superintendent of Schools, subject to the approval of the Board of Education.
 3. Personnel may move from one position title to another, on the recommendation of the Superintendent of Schools and approval of the Board of Education, with a ninety- (90) day probationary period, no salary increase, if forthcoming, shall be paid until the ninety-first (91) day in the new position, at which time the increase shall be retroactive to the first day in the new position.
 4. February 1 shall be the cutoff date for a full increase in salary. When contract time designates less than a complete six months of work, the salary increase will be halved.
 5. Personnel contracted for less than a twelve- (12) month work year will have their salaries pro-rated, in accordance with their assigned work calendar, their classification, or category of employment.
 6. A candidate for employment shall negotiate his/her starting salary with the Board of Education, but for not less than the first step of the guide. The bargaining unit shall negotiate subsequent salary agreements for said employee.

This same procedure shall be in effect for all secretarial/ clerical employees who move from one classification or category to another.

- B. Longevity:
Each twelve- (12) month employee who has completed fifteen (15) through nineteen (19) years of service in Dumont will receive an additional four hundred dollars (\$400) each year, and after 20 years seven hundred dollars (\$700), and that will become part of the employee's base salary.
- C. Withholding of Increments:
Salary increases are not automatically granted, but are conditioned upon the recommendation of the Superintendent of Schools, subject to the approval of the Board of Education. Withholding of increments shall be in accordance with Title 18:29-14 of the New Jersey Statutes Annotated.

ARTICLE XXVI
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2018 and shall continue in effect until June 30, 2021. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

DUMONT EDUCATIONAL
SECRETARIAL ASSOCIATION



President



Negotiating Chairperson

DUMONT BOARD OF
EDUCATION



President



Negotiating Chairperson

Date: April 25, 2019

ARTICLE XXVII
Secretarial Salary Guide
2018-2019, 2019-2020, 2020-2021

| Step | 2018-2019 | 2019-2020 | 2020-2021 |
|-------------|------------------|------------------|------------------|
| 1 | 36,467 | 36,992 | 37,634 |
| 2 | 37,297 | 37,822 | 38,464 |
| 3 | 38,127 | 38,652 | 39,294 |
| 4 | 38,947 | 39,482 | 40,124 |
| 5 | 39,797 | 40,302 | 40,954 |
| 6 | 40,747 | 41,152 | 41,774 |
| 7 | 41,597 | 42,102 | 42,624 |
| 8 | 42,615 | 42,952 | 43,574 |
| 9 | 43,497 | 43,970 | 44,424 |
| 10 | 44,379 | 44,852 | 45,442 |
| 11 | 45,261 | 45,734 | 46,324 |
| 12 | 46,143 | 46,616 | 47,206 |
| 13 | 47,025 | 47,498 | 48,088 |
| 14 | 47,904 | 48,380 | 48,970 |
| 15 | 48,754 | 49,259 | 49,852 |
| 16 | 49,604 | 50,109 | 50,731 |
| 17 | 50,458 | 50,959 | 51,581 |
| 18 | 51,444 | 51,813 | 52,431 |
| 19 | 52,082 | 52,799 | 53,285 |
| 20 | 52,697 | 53,437 | 54,437 p |

Step on guide does not reflect years of service.