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AGREEMENT
BETWEEN THE
BOARD OF EDUCATION
OF THE
NORTHERN BURLINGTON COUNTY

REGIONAL SCHOOL DISTRICT *Board of*

Education

AND THE
NORTHERN BURLINGTON COUNTY REGIONAL
CLERICAL - SECRETARIAL ASSOCIATION

X 1981 - 1982

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PURPOSE

The Board of Education and the Northern Burlington County Regional Secretarial/Clerical Staff 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 Staff as the exclusive and sole representative for collective negotiations for all full time Secretarial/Clerical personnel, with the exception of the Secretary to the Superintendent of Schools and any other persons designated by the Board as classified personnel.

**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 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.

C. Negotiating Committees

Neither party in any negotiations shall have any control over the selection of the negotiating representatives for the other party. The parties mutually pledge that their representatives shall have necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations. Neither committee shall be restricted in consulting their parent bodies. Final ratification is subject to final approval by both parent bodies.

D. Continuation of Present Rules

Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as to established by the rules and regulations of the Board in force on said date, shall continue to be as applicable during the term of this Agreement. Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any benefit existing prior to its effective date.

E. Modification of the 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 III
HOURS OF WORK**

The normal working day is eight(8) hours per day, including one-half hour lunch period and two fifteen minute "coffee breaks."

**ARTICLE IV
VACATION**

A paid vacation of two 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 day for every complete month of work as of June 30.

A paid vacation of three weeks will be granted after ten (10) consecutive years of service, taken in the 11th year.

**ARTICLE V
EVALUATION**

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

Yearly evaluations 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.

**ARTICLE VI
GRIEVANCE PROCEDURE**

A. Definitions

1. A "grievance" is a claim by a member of the Secretarial/Clerical Group based upon the interpretation, application, or violation of this Agreement, or administrative decisions affecting an individual or the entire group. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:
 - a. The failure or refusal of the Board to renew a contract on a non-tenured employee.
 - b. In matters where a method of review or appeal is prescribed by law, or by any rule, regulation or decision of the State Commissioner of Education or the State Board of Education. However, a party shall have the option of processing a grievance at the appropriate level up to Level IV rather than pursue a method of review or appeal as prescribed by law or by rule, regulation, or decision of the State Commissioner of Education or the State Board of Education. If the grievance is not resolved to the party's satisfaction at Level IV, the grievance shall proceed by the method of review or appeal as prescribed by law, or by rule, regulation, or decision of the State Commissioner of Education or the State Board of Education.
 - c. In matters where the Board is without authority to act.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party of interest" is the person or persons making the claim and the person who might be required to take action or against whom action might be taken in order to resolve the claim.
4. The term "days" when used in this article shall mean days when school is in session.

B. Purpose

The purpose of this procedure is to secure solutions to problems which arise under this contract.

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.

2. 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.
5. 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.

Level Three

If the Association is not satisfied with the disposition of the grievance at Level II, the Association may, within five school days, submit the grievance in writing to the Superintendent. The Superintendent shall hold a hearing within ten school days of receipt of same and shall render a decision in writing within five school days following the hearing.

Level Four

If the Association is not satisfied with the disposition of the grievance at Level III, the Association may, within five days of receipt of same, appeal the grievance to the Board by so notifying the Superintendent in writing.

The written appeal to the Board must include the basis for dissatisfaction with the Superintendent's decision.

The Board may consider the appeal on the basis of the written documentation submitted, may request the submission of additional written materials and/or may request a hearing with the Secretarial/Clerical Group.

The Board shall render the final decision on all matters other than those which are subject to further review by the Commissioner or State Board of Education. The Board shall respond in writing to the Secretarial/Clerical Group within thirty days of receipt of the appeal.

D. Class Grievance

If, in the judgment of the association, a grievance affects a group or class of employees, the association may submit such grievance in writing directly to the Principal,* and the processing of such grievance shall be commenced at Level II.

* Class grievances which include Central Office personnel will commence at Level III.

**ARTICLE VII
LEAVES OF ABSENCE**

A. Sick Leave

1. Each employee on a ten-month contract shall be entitled to ten (10) 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.
2. 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, employee will be reimbursed at the rate of one-half the per diem rate for each day of accumulated sick leave, not to exceed \$1,000.
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 consecutive days must present a doctor's certificate. All employees absent for five 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.
9. Pregnancy leaves will be granted in adherence to the guidelines set forth by the New Jersey Division of Civil Rights.

B. Jury Duty

The Board wholeheartedly supports requests for jury duty when submitted with a request. The salary paid to such employee shall be the difference between jury pay and the average daily earnings of such employees. The employee must present the completed form which is proof of jury attendance. This form is obtained from the County at the time of service.

C. Personal Leave

Temporary non-accumulative leaves of absence with full pay shall be granted by the Board with the approval of the administration as follows:

1. Three (3) days for personal, legal, religious, business, household, or family matters which require absence during school hours. Application to the administration shall be made twenty-four (24) hours in advance for approval, except in the case of emergency, and the reason for taking such leave other than it is being taken under this category shall not be stated.
 - a. No more than one (1) clerical employee, covered by this contract, from any one office will be granted personal leave on any one day. In the event that more than one clerical employee applies for personal leave on any one day, leave shall be granted to the employee whose application was first received. This maximum shall not apply on religious holidays.
 - b. Except in the case of an emergency, no personal leave shall be granted the day before or the day after a holiday. If an emergency does occur the day before or the day after a holiday, the circumstances of the emergency must be stated.
2. Three (3) days at any one time and per occurrence in the event of death of the spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparents.
3. Three (3) days per year in the event of serious illness of the spouse, child, parents, mother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-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

1. 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.
2. 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.

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.

**ARTICLE IX
PROMOTIONS, NEW POSITIONS, AND VACANCIES**

A. Notice

1. All promotional positions, new positions, and vacancies shall be adequately publicized by the Superintendent. A notice shall be posted in each school at least five (5) days before the final date when applications must be submitted. The qualifications for the position, its duties, and the rate of compensation shall be clearly set forth in the notice.

2. Definitions

- A. Promotion - A position paying a salary differential.
- B. New Position - A position for which a contract has not been previously issued.
- C. Vacancy - An existing position to which no one has been assigned.

**ARTICLE X
SENIORITY RIGHTS**

- A. Whenever a reduction in force shall effect employees with tenured status, such reduction shall be pursuant to law, and the person with the least seniority in the category of employment shall be the person who is terminated.
- B. A tenured employee who has been terminated due to a reduction in force shall be entitled to recall when a vacancy occurs in the category of employment in which the employee has seniority entitlement.
- 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 of the employee to respond to such notice within five days of receipt, and to report to work within 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, 1981, and shall continue in effect for one (1) year to midnight, June 30, 1982, at which time it shall expire unless extended by mutual consent in writing.

ATTACHMENT "A"

SECRETARIAL / CLERICAL UNIT

SALARY SCHEDULE

1981 - 1982

<u>Steps</u>	<u>Private Secretary</u>
1	8,525
2	8,825
3	9,125
4	9,425
5	9,725
6	10,025
7	10,325
8	10,625
9	10,925
10	11,225

<u>Steps</u>	<u>12 Month General Clerical *</u>
1	7,525
2	7,825
3	8,125
4	8,425
5	8,725
6	9,025
7	9,325
8	9,625
9	9,925
10	10,225

<u>Steps</u>	<u>10 Month General Clerical</u>
1	6,360
2	6,610
3	6,860
4	7,110
5	7,360
6	7,610
7	7,860
8	8,110
9	8,360
10	8,610

* Employees on former Board Office Schedule + \$200

Longevity Increments:

12 mo. employees who have completed the seventh step of the salary guide shall receive an additional \$225 in their contract salary

10 mo. employees who have completed the seventh step of the salary guide shall receive an additional \$175 in their contract salary

ATTACHMENT "B"

FRINGE BENEFITS

A. Medical Insurance

1. The Board will pay the premium of the New Jersey Blue Cross and Blue Shield (Rider "J" inclusive) as required by the plan in force Usual Customary Rates (UCR). Prevailing Fee, and Comprehensive Plan 365 (per admission, all conditions) under the laws of the State of New Jersey, at the going family rate.
2. The Board will pay the premiums for Major Medical coverage as provided by the Health Service Inc., Medical Indemnity of America, Inc. (Blue Cross/Blue Shield Association) at the going family rate.
3. The terms, conditions, rules, and limitations as provided for by the contracts of the insurance and underwriting companies will govern.

B. Dental Insurance

1. The Board will pay the premium of the New Jersey Dental Service Plan, Inc., administered by the New Jersey Delta Dental Plan, for the employee only which provides the following coverage: Delta basic and Periodontic at 50/50 U.C.R., at the going single rate.
2. At the option of the employee, family coverage may be provided, with the employee paying through payroll deduction, the difference between the premium for single coverage and the premium for family coverage.
3. The terms, conditions, rules, and limitations as provided for by the contracts of insurance and the underwriting companies will govern.