

4-0287
02.10

COLLECTIVE NEGOTIATION AGREEMENT

Between

The Dumont Board of Education
and
The Dumont Education Association, Inc.
July 1, 1970 - June 30, 1971

THIS BOOK DOES
NOT CIRCULATE

WHEREAS, THE BOARD has negotiated with the Negotiating Committee of the Dumont Education Association, Inc.; and

WHEREAS, the parties hereto have heretofore initialed a Memorandum of Agreement with respect to the scope of collective negotiations; and

WHEREAS, as a result of said collective negotiation meetings, the parties have reached certain agreements with respect to a collective negotiation agreement;

NOW, THEREFORE, in consideration of the mutual premises hereinafter contained, the parties hereto agree as follows:

ARTICLE I
Recognition

The Board of Education recognizes the Dumont Education Association, Inc. as the exclusive agency for negotiating with the Board of Education on behalf of all certificated personnel in the school system within the meaning of Title 18 in matters of terms and conditions of employment.

This recognition shall not impair the right of any certificated employee or group of certificated employees to represent themselves individually in their employment relations with the district through the regular channels established by Board of Education Policy. However, the Dumont Education Association Inc. must be informed of and may be present at such meeting as an observer. Any changes or modifications in terms and conditions of employment can be made only through negotiations with the Dumont Education Association, Inc.

ARTICLE II

An agreement between the Dumont Board of Education, hereinafter known as the Board of Education, and the Dumont Education Association, Inc. hereinafter known as the DEA regarding procedure for Staff-Board Relations and Negotiations under Chapter 303, Public Laws of New Jersey, 1968 to be adopted as policy.

PREAMBLE

The Board of Education and the DEA recognize that in all policy decisions, the rights of the children must come first. They further recognize the Board's duty and responsibility as a public trustee. The Board of Education believes that the certificated staff are professional people and that the advice of these professionals is both necessary and beneficial to the promulgation of policies which are in the best interest of all parties concerned.

The certificated staff recognize that the Board of Education has the authority as well as the obligation to make final decisions.

1. GENERAL PROVISIONS

A. Recognition of Representation

The Board of Education recognizes the DEA as the exclusive representative for collective negotiation on behalf of the employees of the collective negotiation unit in matters of terms and conditions of employment.

B. Jurisdiction of this Agreement

This document, which has been negotiated and agreed to by both the DEA and the Board of Education is subject to annual review and revision by mutual consent at the Spring meeting as provided under Article II, Section B-3, duties of the Superintendent.

C. Definitions - Limitations

1. A teacher shall mean a member of the professional staff of the District of Dumont whose position or employment requires him to hold a valid standard, provisional, or emergency certificate issued by the State Board of Examiners appropriate to his office, position, or employment. (Title 18A:1-1) Under Public Law 303, the Superintendent of Schools is excluded for negotiation purposes.
2. A school day shall be defined as any day in which the school is officially in session.
3. An impasse shall occur when either party to the Agreement shall notify the other, in writing, that no further negotiations will take place, or when five (5) school days have elapsed since an offer not acceptable to the other side has been made. The second proviso may be waived by mutual consent.
4. A negotiable item is one which the parties agree may be the subject for discussion and which does not contravene any law.
5. Good Faith shall be defined as those actions in accord with ethical conduct as defined in the Code of Ethics

governing the Board and the DEA. Such codes will be furnished to all parties of interest.

6. Fringe benefits shall mean non-wage benefits or payments which are received by the staff.
7. Policy shall mean the policies as established from time to time as written in the GENERAL POLICY BOOK of the Board of Education.
8. Salaries shall include all guides dealing with certificated personnel with the exception of the Superintendent of Schools and the Secretary of the Board of Education/Business Manager.
9. Negotiations shall mean the discussions between the representatives of the Board of Education and the DEA within the meaning of Article I, Section 19 of the Constitution of the State of New Jersey, and chapter 303, Public Laws of New Jersey, 1968.
10. Working Conditions shall be considered under terms and conditions of employment as stated in Chapter 303, Public Laws of New Jersey, 1968.
11. Mediation shall mean an attempt by a third party to help in negotiations through suggestion, advice, or other ways of fostering agreement, pursuant to Chapter 303, Public Laws of New Jersey, 1968.

II. CERTIFICATED STAFF-BOARD RELATIONS COMMITTEE AND PROCEDURE FOR NEGOTIATIONS

A. Composition and Function

1. The committee shall be composed of three members designated by the DEA, three members of the Board of Education, and the Superintendent of Schools.
2. The committee shall appoint a recorder whose compensation shall be borne equally by the Board of Education and the DEA, and whose services shall be available to the committee upon the call of either party or the chairman.
3. It shall be the function of this committee to conduct negotiations on behalf of the Board of Education and the DEA.

B. Duties of the Superintendent

1. The Superintendent is designated as chairman, but shall not cast a vote.
2. He shall convene meetings at the request of:
 - a. The DEA representatives
 - b. The Board of Education representatives
 - c. himself, acting on his own discretion

3. He must convene three meetings each school year. These must be held in the fall, winter and spring as follows:
 - a. fall meetings will concern salary negotiations and other budgetary items related to fringe benefits and shall be held not later than October 1.
 - b. winter meeting - not later than one week prior to the public adoption of the budget.
 - c. spring meeting - not later than March 15.
4. He shall prepare all agenda mutually agreed upon by all parties and shall not deviate therefrom at any meeting except by agreement of both parties.
5. He shall be responsible for the distribution of all information setting forth the progress and results of all proceedings to the committee membership.
6. He shall act:
 - a. as a neutral adviser
 - b. as the contact between the DEA and the Board of Education.

- C. The committee agrees to regard all proceedings as confidential and to present material for publication only when the committee as a whole has reviewed it.

The committee further agrees that:

1. When either party within the joint committee intends to issue a statement to the public news media, the full committee shall be informed of the statement and its contents before release.
2. It is further understood that the other party may, if it wishes, issue a counter-statement of its position in a joint release to public news media under the same terms as noted above.
3. Any release to public news media must contain:
 - a. the name of the organization issuing the statement
 - b. the name of a responsible officer (preferably the chairman of the group committee) of such organization.
4. It is also agreed that a joint release will be issued in the event that an unauthorized statement is issued to public news media.

D. Scope of Negotiations

The Board of Education and the DEA agree to negotiate in good faith in compliance with Chapter 303, Public Laws of New Jersey, 1968 regarding terms and conditions of employment. When agreed upon, the terms and conditions of

employment shall be embodied in writing and signed by both the authorized representatives of the Board of Education and the DEA.

E. Procedures for Negotiations

1. During negotiations, the Board of Education and the DEA shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board of Education shall make available to the DEA for inspection, all pertinent records of the Dumont school system, excluding confidential records. Either party may utilize the services of professional and/or lay representatives to assist in the negotiations.
2. If the Certificated Staff-Board Relations Committee is unable to achieve agreement with respect to any negotiable item, then either the persons representing the DEA or the Board of Education, or the chairman of the committee, shall have the right to require a meeting of the full membership of the Board of Education in closed session, at which meeting representatives of all groups party to the negotiation shall have the opportunity to be present and take part in all the discussions.
3. In the event that the parties have not, prior to December 1, or a mutually agreed upon extension date, achieved a mutually satisfactory agreement, at the written request of either party, a copy of which written request will be delivered to the opposing party, the Division of Public Employment Relations may, pursuant to such request, join in a negotiations to mediate a voluntary resolution of any impasse then existing. Should such mediation fail to resolve such impasse or impasses, the Division of Public Employment Relations may, pursuant to law, recommend or invoke fact finding with recommendation for settlement (the cost of which shall be borne equally by the parties).

III. APPLICABLE LAW

It is expressly understood that this procedure 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.

ARTICLE III

GRIEVANCE PROCEDUREA. Definition of Grievance

Grievance shall mean any alleged violation, misinterpretation, or inequitable application of any existing law, regulation, policy, or provision of this agreement which relates to or involves the employee in the exercise of duties assigned him.

B. Purpose

The purpose of this procedure is to secure at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of staff members. Both parties agree that these proceedings shall be kept informal and confidential as may be appropriate at any level of the procedure.

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, however, be extended by mutual agreement.

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 herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school term or as soon thereafter as is practicable.

3. LEVEL ONE

Any employee who has a grievance shall first discuss it with his principal or immediate superior, or department head if applicable in an attempt to resolve the matter informally at that level.

4. LEVEL TWO

If, as a result of the discussion in level one, the matter is not resolved to the satisfaction of the employee within five (5) school days after presentation of grievance in level one, he shall set forth his complaint in writing to the principal with copies to the Superintendent of Schools and the Chairman of the Dumont Education Association, Inc., Professional Rights and Responsibilities Committee. The Principal shall communicate his decision to the employee, the Superintendent of Schools, and the Chairman of the Association P R and R Committee in writing within

three (3) school days of receipt of the written complaint.

5. LEVEL THREE

The employee may within three (3) school days after receiving the principals' decision, appeal the principals' decision to the Superintendent of Schools. 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 request a report on the grievance from the Principal, shall confer with the concerned parties, and, upon request, with the employee or principal separately. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) school days after receiving the appeal. The Superintendent, at this time, shall communicate his decision, in writing, along with supporting reasons, to the employee, the principal and chairman of the Dumont Education Association, Inc. Professional Rights and Responsibilities Committee.

6. LEVEL FOUR

If the grievance is not settled to the satisfaction of the employee after reaching the Superintendent of Schools, the matter may be referred to the Professional Rights and Responsibilities Committee of the Dumont Education Association, Inc., for consideration. This referral for consideration must be made within three (3) school days. The Committee shall make a determination as soon as possible, but within a period not to exceed five (5) school days after referral, notifying the employee in writing of that determination.

If the Professional Rights and Responsibilities Committee determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education. If the P R and R Committee 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 three (3) school 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, hold a hearing with the employee if requested, and render a decision in writing within thirty (30) calendar days.

7. LEVEL FIVE

Any grievance supported by the Professional Rights and Responsibilities Committee and not resolved to the satisfaction of the employee, or party of interest, after review by the Board of Education may at the written request of the P R and R Committee be submitted to advisory arbitration.

Within ten (10) days of written notice of submission to advisory arbitration, the Board of Education and the Professional Rights and Responsibilities Committee of the DEA will each name one advisor. A third member, who shall be chairman, shall be named by the first two.

ARTICLE IV

TEACHER'S RIGHTS

Pursuant to Chapter 303, Public Laws of New Jersey, 1968; the Board of Education hereby agrees that every certificated employee of the Board shall have the right to organize, join and support the Dumont Education Association, Inc. for the purpose of engaging in collective negotiation 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 directly or indirectly discourage or deprive or coerce any teacher in the enjoyment of any rights conferred by Chapter 303, Public Laws of New Jersey, or other applicable laws; that it shall not discriminate against any teacher with respect to terms and conditions of employment by reason of his membership in the Dumont Education Association, Inc. and his participation in any legal activities of his association, or his institution of any grievance with respect to any terms or conditions of employment.

ARTICLE V

MANAGEMENT RIGHTS CLAUSE

It is understood by all parties that under the rulings of the Courts of New Jersey, and the State Commission of Education, the Board of Education is forbidden to waive any rights or powers granted by Law.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

Duly authorized representatives of the teacher organization may be given permission to transact official teacher organization business on school property at such time and place as the administration deem 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 or contravene the law. Supplies in connection with such equipment use, will be furnished by the Association.

ARTICLE VII

SCHOOL CALENDAR

Refer to calendar attached.

ARTICLE VIII

TEACHING HOURS

Refer to 4-128 - Board Policy Book

ARTICLE IX

Teaching Load and Assignments

Assignments shall be made at the discretion of the Administration and within the area of teacher competency, teacher certificate, or other major or minor fields of study, except temporarily, and/or for good cause.

It is recognized by the Board of Education that pupil-teacher ratio is an important aspect of an effective educational program. The Board agrees to continue its efforts to keep class sizes at an acceptable number as dictated by the financial conditions of the district, the building facilities available, the availability of qualified teachers, and the best interest of the district as deemed administratively feasible.

ARTICLE X

Vacancies, Promotions, and Transfers

A teacher may apply for any position at any time. Such applications should be in writing, addressed to the Superintendent of Schools. Applications will be considered should such vacancy occur, either during the school year or during the summer. This application should be renewed annually.

In filling a vacancy the board agrees to give new weight to the professional background and attainments of all applicants, the length of time each has been in the school system, and other relevant factors. The decision of the board as to the filling of such vacancies shall, however, be final.

In filling promotional vacancies to administrative positions the board shall consider the professional qualifications, background, attainments, and other relevant factors, including service in the school district, of all applicants from outside the school district. The parties recognize, however, that the filling of vacancies at the supervisory and administrative levels and the filling of newly created supervisory and administrative positions is a prerogative of the board, and the decision of the board with respect to such matters shall be final.

The parties recognize that changes in grade assignments in the elementary schools, changes in subject assignments in the secondary school grades, and transfers between schools will be necessary. While the right of determination to assign or transfer a teacher is vested in the Board, the Board will not, in any case, assign or transfer a teacher without prior discussion with said teacher. Such transfers in changes of assignments shall be at a voluntary basis whenever possible. In making involuntary assignments in transfers, the convenience and wishes of the individual teacher will be honored to the extent that these considerations do not conflict with the instructional requirements and best interests of the school system and the pupils.

ARTICLE XI

Teacher Evaluation

It is the responsibility of the Board and the Administration to establish the basis for teacher evaluations. In the event that a teacher believes either has acted improperly or unfairly with respect to the use of such teacher evaluation, the individual teacher has the opportunity to avail himself of the grievance mechanism, or in the alternative, those procedures and rights established in 18 A in connection with tenure. The format of the evaluation form, the frequency of the evaluations, the individuals who are to do them and their use are areas in which the board and the administration must make and have the right to make, unilateral decisions.

ARTICLE XII

The salaries of all certificated personnel covered by this agreement is attached hereto and made a part of this agreement.

(TEACHERS GUIDE AND COACHES GUIDE ATTACHED)

ARTICLE XIII

Non-Teaching Duties

The Board retains the right of its administrators, principals, and Superintendent to assign such duties and responsibilities to the teachers as the administrators determine to be necessary for the efficient operation of the schools in order to accomplish the goal of the best education possible.

ARTICLE XIV

Sick leave, temporary leaves of absence, maternity leave. As per present policy book: 3-107, 3-108, 4-134.

ARTICLE XV

Payment of additional compensation to regular full-time teachers when required to substitute an occasional period will be based upon a 1/6 ratio of the daily reimbursement to a substitute teacher.

ARTICLE XVI

Professional Development and Educational Improvement

The Board of Education agrees to pay the full cost of tuition

and other reasonable expenses incurred in connection with courses, workshops, seminars, conferences, in-service training sessions when a teacher is requested by the administration to participate in any of the above.

ARTICLE XVII

Protection of Teachers, Students, and Property

Title 18A of the New Jersey Law imposes specific requirements and liabilities on the Board of Education and is in effect in relation to Article XVII.

ARTICLE XVIII

Deduction of Dues From Salaries

Pursuant to the provisions of Chapter 310, P.L. 1967, and the Rules of the State Board of Education, the Board agrees to deduct from the salaries of the employees in the bargaining unit the dues of only one grouping of employee association to include DEA, B.C.E.A., N.J.E.A., and N.E.A.

Prior to making such deduction from the salary of any employee the Board of Education Business Manager must have in his records a current writing executed by the employee authorizing such deduction.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1970 and shall continue in effect until June 30, 1971. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

DUMONT EDUCATION ASSOCIATION INC. DUMONT BOARD OF EDUCATION

President

President

Secretary

Secretary

Chairman, Negotiating Committee

Chairman, Negotiating Committee