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AGREEMENT
BETWEEN

NORTH HANOVER TOWNSHIP BOARD OF EDUCATION

and

NORTH HANOVER TOWNSHIP EDUCATIONAL CLERICAL WORKERS ASSOCIATION

1986-1988

(Burlington County)

X September 1, 1986 June 30, 1988

PREAMBLE

In compliance with and pursuant to the provisions of Chapter 123, Public Laws of 1974, State of New Jersey, this Agreement is made between the Board of Education of North Hanover Township, Burlington County, New Jersey, (hereinafter referred to as the "Board") and the North Hanover Township Educational Clerical Workers Association (hereinafter referred to as the "Association").

ARTICLE I
Recognition

A. Pursuant to Chapter 123, Public Laws of 1974 of the State of New Jersey, the North Hanover Township Board of Education hereby recognizes the North Hanover Township Educational Clerical Workers Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for all clerical personnel under contract with the Board except for: Personnel directly working for the Superintendent, Assistant Superintendent, and the Board Secretary.

B. Unless otherwise specified in the Agreement, the personnel included in this unit described above shall herein be referred to as employees.

ARTICLE II
Negotiation Procedure

A. In accordance with the provisions of Chapter 123, Public Laws of 1974 of the State of New Jersey, the parties agree to commence negotiations in accordance with the time frames dictated by the Public Employees Relations Commission.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

C. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counter-proposals during the course of the negotiations. The Association understands that any agreement is tentative until ratified by a majority of the Board at a public meeting.

D. This agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this agreement as set forth in Article XVI neither party shall be required to negotiate with respect to any matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement except as required by statute.

E. In the event that the parties mutually agree to alter, amend or supplement this contract, the terms of said agreement shall be reduced to writing, signed by the parties hereto and adopted by the Board. The terms hereof shall not be otherwise modified.

F. The Board agrees that during the term hereof, it will not negotiate concerning the employees in the bargaining unit defined in Article I with any other organization than the Association.

ARTICLE III
Grievance Procedure

A grievance means a complaint by an employee(s) that he/she has been treated unfairly or inequitably.

by the Board, or a committee of the Board with jurisdiction for this purpose, who shall conduct a hearing with the grievant within fifteen (15) school days of receipt of the grievant's letter requesting review.

The results of the board's review shall be communicated in writing to the grievant by the Board Secretary within ten (10) school days of the review. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level III, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, he/she may within five (5) school days after a decision by the Board of fifteen (15) school days after the grievance was delivered to the Board, request in writing that his/her grievance be submitted to arbitration.

LEVEL IV - Within ten (10) school days after such written notice of submission to arbitration, the Board and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision no later than twenty (20) school days from the close of the hearings or, if oral hearings have been waived, then from the date of the final statements and proofs on the issues presented to him/her. The Arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding upon the parties. Acknowledging binding arbitration as the means of resolution for a dispute arising under this agreement, there shall be no form of strike. The cost for the services of the arbitrator as agreed to by both parties shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring them.

ARTICLE IV

Employee Rights

A. Whenever any employee is required to appear before the Superintendent, the Board, or any committee thereof concerning a disciplinary hearing which could adversely affect the continuation of that employee in his/her office, position, or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such hearing and shall be entitled to have representative of the Association present to advise him/her and represent him/her during such meeting or interview.

ARTICLE VI

Hours of Work

- A. All unit members shall work six hours and forty-five minutes (6 3/4) per day, exclusive of a lunch period. All approved work performed over forty hours in five day week shall be paid at the rate of time plus one-half.
SUMMER HOURS: All members of the clerical unit required to work during the summer will work five hours and thirty minutes (5 1/2) per day exclusive of a lunch period. (9AM to 3:30 PM) Summer time is defined as the day after the teaching staff leaves in June through August 31st.
- B. Reasonable hours encompassing the work day will be established by the school district for all clerk-assistants and secretaries.
- C. Employees in the unit shall work from September 1 through June 30 but shall not be required to report for work on days which the schools are closed except in emergency situations and those days required during the summer and that the pay of such shall be pro rata of pay based on the successor agreement effective September.

ARTICLE VII

Leaves of Absence

- A. Sick Leave - All ten month employees shall be entitled to ten days of paid sick leave in each work year.
- B. The Board shall provide a payment based upon accumulated sick leave to a clerical worker who retires upon New Jersey Public Employees Pension Statutes, as certified by the New Jersey Division of Pensions. Payment shall be \$8.00 per accumulated sick leave days provided the clerical worker has saved a minimum of forty (40) accumulative sick leave days.
- C. Bereavement Leave - As per Board Policy DBA: 4251.3 and attached
- D. Personal Absence - All employees in the bargaining unit shall be entitled up to three (3) days of paid leave to conduct personal business. Effective June 30, 1983 the Board of Education will grant to each employee, one (1) sick day for every two (2) unused personal leave days that have been accumulated during the current school year.
- E. Accrued Leave Statement - All employees will receive a written statement of accrued sick leave once per year.
- F. Unpaid Leave of Absence for Family Illness - Each secretary and clerk-assistant who requires an extended leave of absence without pay because of serious illness in the immediate family (defined herein as immediate kin, the same household) shall make such request to the Board through the Superintendent and such leave shall not be capriciously denied. Each request shall be accompanied with certification by a physician of the need for such leave. Leave shall be for one full year, or the balance of a work year if such be the case. Normally each request must be made at least sixty (60) days prior to commencement (in case of a bona fide emergency, the sixty (60) days notice requirement may be waived), and application for return must be made in writing at least sixty (60) days prior to the start of the subsequent work year. Reapplication for such leave must also be made at least sixty (60) days prior to the beginning of the next work year. Return from leave shall not be credited as active service for pay or benefits (but shall be entitled to applicable current benefits), and failure to comply with the time requirements stated above shall be understood as resignation by the employee.

C. When any clerk-assistant replaces a secretary for more than five (5) consecutive school days the clerk-assistant shall receive an additional ten dollars (\$10.00) on the sixth day and two dollars (\$2.00) a day thereafter until the return of the secretary.

D. If a secretary or clerk-assistant is required to take a course of study or if a course of study has been approved by the Board of Education then the secretary or clerk-assistant shall be compensated for tuition costs incurred provided a passing grade has been achieved.

ARTICLE X

Health Insurance

A. The Board shall provide health care protection.

B. The health insurance carrier(s) shall be the Hospital Service Plan of NJ (Blue Cross) and the Medical-Surgical Plan of NJ (Blue Shield) for the basic hospitalization and medical-surgical coverage with Rider J and Major-Medical coverage or the equivalent in accordance with the Board's Master Plan.

C. The insurance carrier(s) shall be requested to provide to each employee a description of the health care insurance coverage provided under this Article, which shall include a clear description of the conditions and limits of coverage as listed above.

D. Liability coverage shall be in accordance with and to the extent required by law.

E. The Board of Education shall pay for each clerical worker eligible and choosing to enroll the full single or the full family prescription plan (commonly referred to as One Dollar (\$1.00) co-pay).

F. The Board of Education shall pay for each clerical worker eligible and choosing to enroll the full single or the full family dental insurance. The dental insurance carrier shall be the New Jersey Dental Service Plan, Inc. The Board of Education agrees to pay a premium equal to but no more than that paid for any other employee of the Board regardless of the bargaining unit.

G. The employees of this unit shall be notified as soon as possible of any changes that occur with the program.

ARTICLE XIV

Administration of Contract

A. 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 full force and effect.

B. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions hereof as to salary and terms and conditions of employment.

C. The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline or employees or in the application or administration of this Agreement on the basis of race, creed, color, national origin, sex, city or town of residence or marital status.

D. This Agreement incorporates the total understand of the Board and the Association.

E. This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

F. Changes in terms and conditions of employment shall first be negotiated with the Association in accordance with the requirements of Chapter 123, P.L. 1974.

G. Copies of this agreement shall be reproduced at the expense of the Board within thirty (30) days after the agreement is signed and a copy given to each employee.

H. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so by telegram or certified mail letter at the following addresses:

1. If by the Association, to the Board at School # 1
2. If by the Board, to the Association President,
North Hanover Township Educational Clerical Workers Association

SECRETARIES GUIDE

<u>1986-87</u>		<u>1987-88</u>	
STEP 1	9825.	STEP 1	10,525.
2	10,075	2	10,775.
3	10,325	3	11,025
4	10,575	4	11,275
5	10,825	5	11,525
6	11,325.	6	11,775
7	11,825.	7	12,275
8	12,325.	8	12,775
9	13,325.	9	13,275
9A	14,325.	9A	14,275
10	15,625.	10	15,275
		11	16,575

Effective 7/1/86: Viola Schumann on Step 9 A
 Janet Amburgey on Step 10
 Joan Robson on Step 10
 Mabel Trout on Step 10

CLERK'S

STEP 1	5625.	STEP 1	6175.
2	5925.	2	6475.
3	6225.	3	6775.
4	6525.	4	7075.
5	6825.	5	7375.
6	7225.	6	7675.
7	7725.	7	8075.
8	8225.	8	8575.
9	8725.	9	9075.
9A	9225.	9A	9575.
10	9725.	10	10,075.
		11	10,575.

LONGEVITY:

Amount above salary guide: After 10 years of completed service \$100.00. After 15 years of completed service \$200.00. After 20 years of completed service \$300.00.

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