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Item 8

BOARD OF EDUCATION
THOMAS W. MITCHELL
SECRETARY-BUSINESS ADMINISTRATOR
9 SOUTH STOCKTON STREET
TRENTON, NEW JERSEY 08611

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

BETWEEN

THE TRENTON PUBLIC SCHOOL SECRETARIES ASSOCIATION

and

THE TRENTON BOARD OF EDUCATION

for the period

JULY 1, 1970 to JUNE 30, 1972

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PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO on this
First day of JULY, 1970, by and between
the TRENTON BOARD OF EDUCATION, (Hereinafter referred to as
the "Board") and the TRENTON PUBLIC SCHOOL SECRETARIES
ASSOCIATION (Hereinafter referred to as the "Association").

ARTICLE I

PRINCIPLES

- SECTION 1 Attainment of the objectives of the educational program conducted in the schools of the district requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel, the other personnel and citizens of the community. To this end, free and open exchange of views is desirable, proper and necessary.
- SECTION 2 This agreement is negotiated in order to establish for its term the terms and conditions of employment of all members employed.
- SECTION 3 The provisions of this agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superceded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules, or regulations of the parties will operate retroactively unless expressly so stated.
- SECTION 4 Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer specifically to those employees identified in the negotiating unit defined above.

ARTICLE II

RECOGNITION

SECTION 1 The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees in the classifications of secretaries excluding the following:

Budget Accountant

Payroll Clerk

Computer Programmer

Secretary to the Superintendent

Secretaries to Assistant Superintendents

Senior Secretary and Administrative I Secretary
Assigned to Secretary-Business Administrator's
Office

Secretary to Assistant to the Superintendent
for Administration

ARTICLE III
MODIFICATION OF AGREEMENT & NEGOTIATION OF SUCCESSOR AGREEMENT

- SECTION 1 Before the Board adopts a change in policy which affects terms and conditions of employment, the Board will notify the Association in writing that it is considering such a change. The Association shall have the right to negotiate with the Board for a mutually acceptable change in said policy. Any agreement reached with the Board shall be reduced to writing, signed by the Board and the Association, and become an addendum to this Agreement.
- SECTION 2 Not later than October 15, 1971, the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.
- SECTION 3 During negotiations the party making the proposals shall submit such proposals in writing to the other party. Receipt of a proposal shall be acknowledged in writing within 5 days. Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- SECTION 4 Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

ARTICLE IV
GRIEVANCE PROCEDURE

SECTION 1 A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

SECTION 2 Procedure for Adjusting Complaints and Grievances -

- a. The employee shall first discuss his complaint orally with his immediate supervisor, either alone or accompanied by an Association representative, with the objective of resolving the matter informally.
- b. Step 1 - In the event the complaint is not resolved informally, the Association representative and/or the employee shall present the grievance, in writing, to the supervisor, within two (2) days following the attempt at informal resolution. Within five (5) days the Supervisor shall meet with the Representative and/or the employee involved, in an effort to resolve the grievance. Within five (5) days after the grievance meeting said Supervisor shall communicate his decision in writing to the Association Representative and/or the employee involved.
- c. Step 2 - The Association may appeal the decision of the supervisor to the Assistant Superintendent in Charge of Personnel within five (5) days after receiving the decision of the supervisor. The appeal shall be in writing and shall be accompanied by a copy of the supervisor's decision. The Assistant Superintendent in Charge of Personnel shall hold a hearing on the grievance appeal. He may hear witnesses or employees who participated in the first step of the grievance or any other participants and evidence relevant to the issues involved. Within five (5) days after the hearing, the Assistant Superintendent in Charge of Personnel shall communicate his decision, in writing, together with the supporting reason, to the aggrieved employee, the Association, the supervisor of the department involved, and the Principal of the school, in the event that the work location is a school.
- d. Step 3 - The Association may appeal the decision of the Assistant Superintendent in Charge of Personnel within five (5) days after the receipt of the decision to the Board. A hearing shall be held by the Board within fifteen (15) days after receipt of the appeal. The appeal shall be in writing and accompanied by a copy of the decision of the Assistant Supt. in Charge of Personnel.
- e. Step 4 - If the Board has failed to render a decision within 20 days from the date of the hearing, or the written decision is unacceptable to the aggrieved party, the grievance may be submitted to arbitration. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall be selected from the American Arbitration Association and adhere to their rules and procedures.

The arbitrator's decision shall be final and binding in all areas except for the non-re-employment of non-tenure secretaries and any areas which do not directly fall under the definition of grievance.

- f. The employee and the Association shall be given at least 15 days notice, in writing, of the time and place of each hearing, at each step.
- g. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Association to lodge an appeal at the next step of this procedure.
- h. The time limits specified in this procedure may be extended, in any specific instance, by mutual agreement.
- i. If a grievance arises from an action of authority higher than the immediate supervisor, the Association may present the grievance at Step 2 of this procedure without Step 1 thereof.
- j. At each of the first two steps of this Grievance Procedure, the Board and the Association shall have the opportunity and duty to present all documentary evidence and witnesses on which each relies in support of its position. At Steps 3 and 4 of the Grievance Procedure, each of said parties shall be given the opportunity to present documentary evidence and witnesses on which it relies but shall not be permitted to present any evidence or witnesses not presented at either Step 1 or Step 2, unless such evidence or witnesses were not known to exist and could not, by reasonable diligence, have been discovered prior to the hearing at Step 3.
- k. Whenever members of the negotiating unit are mutually scheduled by the parties hereto to participate in the processing of a grievance, they will suffer no loss in pay.
- l. No reprisals of any kind shall be taken by the Board or by any member of the administrative staff against any party in interest, any Association Representative, or any other participant in the grievance procedure by reason of such participation.
- m. Any party in interest may be represented at any or all stages of the grievance procedure by himself, or, at his option, by a representative selected by the Association. When a party is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
- n. The cost of arbitration shall be borne equally by both parties.

ARTICLE V

EMPLOYEE RIGHTS

- Section 1 Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of employment.
- SECTION 2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- SECTION 3 No employee shall be reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- SECTION 4 No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

- SECTION 1 The Board agrees to furnish to the Association in response to reasonable requests from time to time, available information concerning the financial resources of the district.
- SECTION 2 The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified. Building permits for such meetings shall be processed in accordance with present procedures. Said notification shall take place as far in advance as is practicable, but not less than three (3) weeks prior to a meeting except in cases of emergency.
- SECTION 3 The Association shall have the right to use school equipment at reasonable times when such equipment is not otherwise in use. The Association shall replace all materials and supplies incident to such use and pay for any repairs or loss as a result thereof.
- SECTION 4 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization.

ARTICLE VII

SALARY AND HOURS OF WORK

- SECTION 1 The Salaries of all employees covered by this Agreement are set forth in the attached pay schedule.
- SECTION 2 Twelve-month employees shall be paid every other Friday for the entire school year.
- SECTION 3 The regular work week shall be 37-1/2 hours during winter months and 32-1/2 hours during summer months.
- SECTION 4 On the first day of a school year (July 1) a Junior Secretary beginning her fifth (5th) year shall automatically be promoted into the Senior Secretary category provided she has exhibited performance which merits this promotion.

SALARY GUIDE FOR SECRETARIES

1970 - 1971

SECTION 1

Junior Secretary
Junior Tele. Op.
\$200 Increment

4000
4200
4400
4600
4800

Senior Secretary
Senior Tele. Op.
\$250 Increment

4500
4750
5000
5250
5500
5750
6000
6250
6375

Administrative I
\$250 Increment

5150
5400
5650
5900
6150
6400
6650
6900
7150
7400
7525

Administrative II
\$300 Increment

5350
5650
5950
6250
6550
6850
7150
7450
7750
7900

Administrative III
\$300 Increment

5650
5950
6250
6550
6850
7150
7450
7750
8050
8350
8500

SECTION 1 A secretary may be entitled to a second super maximum equal to a secretary's annual increment upon completion of an added fifteen approved college credits. These courses shall relate directly to the improvement of a secretary's skills and responsibility and shall be approved by the Assistant Superintendent in Charge of Personnel. The First Super Maximum is presently a part of Board Regulations and is based on fifteen (15) credits required.

SECTION 2 LONGEVITY - (Experience in Trenton plus outside credited experience included)

20	Years	-	additional	\$400
30	Years	-	additional	\$400
35	Years	-	additional	\$200
40	Years	-	additional	\$200

ARTICLE VIII

TRANSFER AND REASSIGNMENT

- SECTION 1 Employees desiring a change in employment shall make their request in writing to the Assistant Superintendent in Charge of Personnel. These requests shall be granted wherever possible. If there are no vacancies available at that time, prior consideration shall be given to the individuals requesting transfers when positions become available.
- SECTION 2 Involuntary transfers will be made only as conditions require them. Seniority within the system shall be given consideration.
- SECTION 3 The Assistant Superintendent in Charge of Personnel shall discuss the transfer with the employee and/or his representative and shall make the final assignment in writing.

ARTICLE IX

VACANCIES AND NEW POSITIONS

- SECTION 1 Notice of all vacancies in secretarial positions shall be posted in each school and office building.
- SECTION 2 Vacancies which may occur in the top seven positions excluded in this contract must also be advertised and posted.
- SECTION 3 The notice shall be posted for five (5) work days and employees interested therein must submit a written application to the Assistant Superintendent in Charge of Personnel with the aforementioned five (5) work day posting period to be considered for the vacancy. The notice shall state the name of the job and shall be posted at all work stations.
- SECTION 4 Consideration shall be given to employees who have acquired experience, skill and ability to do the work required in the job without training. All such applicants shall be considered and will be given a reply to their application and an interview within a reasonable period of time.

ARTICLE X

SICK LEAVE

SECTION 1 Sick leave is hereby defined to mean the absence from duty of any employee because of personal disability due to illness or injury or because he has been excluded from school by the school district's medical authorities because of a contagious disease or because of a quarantine for such a disease in his immediate household.

SECTION 2 All employees shall be allowed sick leave with full pay for 18 days in any year. All unused sick leave shall be accumulative for additional sick leave as needed in subsequent years.

SECTION 3 After the above allowed sick leave has been used, the employees shall be allowed additional sick leave according to the following schedule:

<u>Years of Service</u>	<u>Days of Pay Minus Substitute's Pay</u>
3 to 6	15
6 to 11	20
11 to 16	25
16 to 21	30
21 to 26	35
26 to 31	40
31 to 36	45
36 to 41	50
after 41	55

ARTICLE XI

OTHER LEAVE

- SECTION 1 As of the beginning of the 1970 - 71 school year, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
- a. Three (3) days' leave of absence for personal, legal, business, household or family matters which require absence during school hours; Application to the employee's principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave.
 - b. Absence by reason of a subpoena shall result in no deduction from salary provided the subpoena is filed with the Secretary-Business Administrator except where the employee is a party to the suit in which case full deduction shall be made. Employees subpoenaed for jury duty shall receive full pay less fee received for such service.
 - c. All full-time employees shall be allowed five (5) days without loss of pay at the time of death in the immediate family. Immediate family shall mean spouse, child, parent, brother, sister, or other relative living in the same household at the time of death. With the approval of the Superintendent of Schools an employee shall be allowed an absence for one (1) day without loss of pay for the death of others.
 - d. Up to a total of three (3) days per year shall be allowed for illness in the immediate family with no loss of pay. Immediate family shall mean spouse, child parent, brother, sister or other relative living in the same household.
 - e. Up to one (1) day for the purpose of honeymoon and marriage.
 - f. Other leaves of absence pay may be granted by the Board for good reason.

SECTION 2 Leaves taken pursuant to Section 1 above shall be in addition to any sick leave to which the employee is entitled.

SECTION 3 An employee expecting to become a mother and wishing to continue in the service must request a leave of absence without pay to become effective at least five months prior to the birth of the child and to terminate on the first of September following the first anniversary of the birth of the child.

The Board of Education may permit personnel to leave at a later date and return at an earlier date than provided herewith.

Maternity leave may not exceed two (2) years.

ARTICLE XI

OTHER LEAVE (con't.)

- SECTION 3 (con't)
Any female secretary adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant.
- SECTION 4
Other leaves of absence without pay may be granted by the Board for good reason.
- SECTION 5
All benefits and remuneration to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available.
- SECTION 6
All extensions or renewals of leaves shall be applied for and granted in writing.

ARTICLE XIII

INSURANCE PROTECTION

SECTION 1 The Board shall pay the premium (employee only) for medical benefits coverage under the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical-Surgical Plan.

The Board shall pay the premium (family coverage) for Rider J and Major-Medical insurance coverage effective July 1, 1969.

A substantially equivalent plan may be substituted, provided that such plan shall be mutually agreeable to the Board and the Association.

SECTION 2 The Board shall make deductions from the salary of each secretary covered by the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical-Surgical Plan, who requests that such deductions be made, for the purpose of payment of family coverage or its equivalent as agreed upon.

ARTICLE XIII

HOLIDAYS

SECTION 1 Each employee shall be entitled to the specified holidays outlined on the approved School Calendar for the year 1970-71 and 1971-72.

SECTION 2 If a holiday falls during an employee's vacation period, the employee shall receive an extra day off.

ARTICLE XIV

VACATIONS

SECTION 1

Secretaries shall take their annual vacations during the period from the day after teachers leave in June through the Friday preceding Labor Day, at times approved by their immediate supervisors. Exceptions invoked because of seasonal necessities in school business must have the approval of the immediate supervisor and the Superintendent of Schools.

- a. The number of annual vacation days allowed to secretaries shall be based on the total number of continuous years of employment with the Trenton Public School system. For the purpose of vacation allowances, the continuity of employment is not broken by leaves of absence granted by the Board of Education. However, leave time shall not be calculated in years of employment for vacation purposes.

Annual vacation allowances for secretaries shall be made according to the following schedule:

<u>Length of Employment</u>	<u>No. Annual Vacation Days</u>
to and including 7th month	1 day per month of service
after 7th month and including 10th year	12 days
after 10th year and including 20th year	15 days
after 20th year of service	20 days

- b. Secretaries attaining 10 years of service during the months of July or August shall be eligible for 15 vacation days that year. Secretaries attaining 20 years of service during July or August shall be eligible for 20 vacation days that year.

SECTION 2

In any calendar year, where the vacation or any part thereof is not granted by reason of pressure of business, such vacation periods or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only.

SECTION 3

No vacation allowance will be granted to secretaries who resign or take a leave of absence before the end of the school year, except as noted above.

SECTION 4

Vacation allowance will be granted those secretaries whose retirement becomes effective before the end of the school year, providing they have worked 7 of the 12 months of the current school year.

ARTICLE XV

DAILY WORKING HOURS

Section 1 The regular work day for secretaries during the school year shall consist of a 7-1/2 hour work day for all.

- a. Secretaries employed in the Administration Building will work between the hours of 8:30 a.m. and 5:00 p.m. during the school year.
- b. Secretaries employed in the Annex will work between the hours of 8:00 a.m. to 4:30 during the school year.
- c. Secretaries employed in school buildings will work between the hours of 8:00 a.m. to 4:00 p.m. with 1/2 hour for lunch. No secretary shall be made to remain in a school building without the principal or supervisor after 4:00 p.m. If the principal finds it necessary for the secretary to remain after 4:00 p.m., arrangements must be made for someone to remain with her as long as she is in the building.

Section 2 The regular work day for secretaries during the summer recess shall consist of a 6-1/2 hour work day for all.

- a. Secretaries employed in the Administration Building will work between the hours of 8:30 a.m. to 4:00 p.m. with one hour for lunch.
- b. Secretaries employed in the Annex will work between the hours of 8:30 a.m. to 4:00 p.m. with one hour for lunch.
- c. Secretaries employed in school buildings will work between the hours of 8:30 a.m. to 3:30 p.m. with only 1/2 hour for lunch.

ARTICLE XVI

EVALUATION PROCEDURE

(Secretaries Only)

- SECTION 1 A secretary shall be given a copy of any evaluation report prepared by her evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the secretary's file or otherwise acted upon without prior conference with the secretary.
- SECTION 2 A secretary shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. A secretary shall be entitled to have a representative of the Association accompany her during such review.
- SECTION 3 No material derogatory to a secretary's conduct, service, character or personality shall be placed in her personnel file unless the secretary has had an opportunity to review the material. The secretary shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The secretary shall also have the right to submit a written answer to such material, and her answer shall be reviewed by the superintendent or his designee and attached to the file copy.
- SECTION 4 Prior to any annual evaluation report, the immediate supervisor of a non-tenure secretary shall have had appropriate communication with said secretary regarding her performance as a secretary except for the one year probationary period.

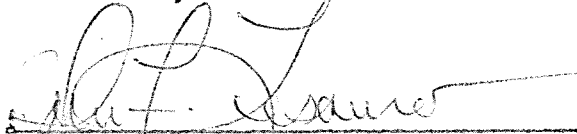
ARTICLE XVII

DURATION OF AGREEMENT

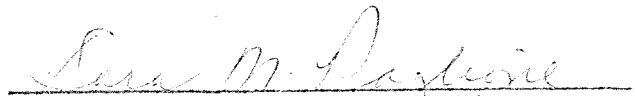
- A. This Agreement shall be effective as of 12:01 a.m. July 1, 1970 and shall continue in effect until 12:01 a.m. July 1, 1972, subject to the Association's right to negotiate each annual budget with negotiations commencing no later than October 15 of each year, under procedures defined in Article II, and subject to the Association's right to negotiate a successor Agreement as provided in Article III. This Agreement shall not be extended orally.
- B. It is mutually understood and agreed that this Agreement is re-opened on the matters of salaries and fringe benefits only.
- C. This Agreement incorporates all of the understandings of both parties and may not be modified subject to Article III.
- D. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective vice-presidents, and their corporate seals to be placed hereon, all on the day and year first above written.

BOARD OF EDUCATION OF THE CITY
OF TRENTON, NEW JERSEY

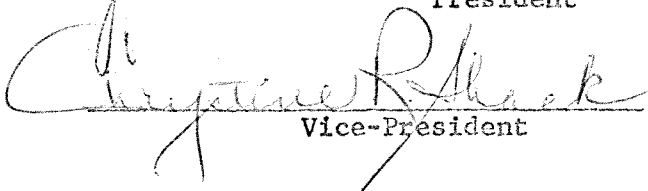
TRENTON PUBLIC SCHOOL SECRETARIES ASSN.



President



President



Vice-President



Vice-President