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AGREEMENT

BETWEEN THE

BRIDGEWATER-RARITAN REGIONAL BOARD OF EDUCATION

AND THE

BRIDGEWATER-RARITAN ASSOCIATION OF EDUCATIONAL SECRETARIES

JULY 1, 1976 - JUNE 30, 1977

Somerset County

EMPLOYMENT AGREEMENT
SECRETARIAL AND CLERICAL PERSONNEL
JULY 1, 1976 - JUNE 30, 1977

THIS AGREEMENT made this 26th Day of May by and between
THE BRIDGEWATER-RARITAN REGIONAL BOARD OF EDUCATION
Raritan, New Jersey,
Hereinafter called the "Board";

AND

BRIDGEWATER-RARITAN ASSOCIATION OF EDUCATIONAL SECRETARIES, an
unincorporated association, Raritan, New Jersey, hereinafter called
the "Association."

ARTICLE 1: RECOGNITION

Pursuant to Chapter 123, State of New Jersey, the Board hereby
recognizes the Association as majority representative and as sole and
exclusive representative for collective negotiation concerning the
terms and conditions of employment for all personnel within the following
employee unit, whether or not they are members of the Association:

Secretarial and Clerical Personnel and Media Technician
but excluding:

Executive Secretary	Secretary to Director of
Secretary to Assistant Superintendent	Instruction
Secretary to Board Secretary/School	Data Systems Operator
Business Administrator	

- A. The Board agrees that it will not recognize, encourage or negotiate
with any other organization of employees within the aforesaid employee
unit, pursuant to Chapter 123.

ARTICLE 2: SALARY PROGRAM

- A. The compensation and other employment benefits for the various
employees in the employment unit are set forth in Appendix A,
which is attached hereto and made a part hereof.

ARTICLE 3: GRIEVANCE PROCEDURE

- A. A "grievance" shall mean a claim by a secretary, secretaries, or
representative of a secretary or secretaries that there has been
misinterpretation, misapplication, or violation of Board policy,
this Agreement, or an administrative decision affecting her. A
grievance to be considered under this procedure must be initiated by
the secretary within ten (10) working days of the time the secre-
tary knew or should know of its occurrence.

ARTICLE 3: GRIEVANCE PROCEDURE (Continued)

- B. 1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. It is understood that secretaries shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process.

C. Level One

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

Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the secretary within five (5) school days, she may set forth her grievance in writing to her principal on the grievance forms provided. The principal shall communicate his decision to the secretary in writing with reasons within five (5) school days of receipt of the written grievance.

Level Three

The secretary, no later than ten (10) school days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as rendered. The Superintendent or his designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing with reasons to the employee and the principal.

Level Four

If the grievance is not resolved to the secretary's satisfaction, she, no later than ten (10) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within ten (10) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the secretary, hold a hearing with the secretary and render a decision in writing with reasons within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

Level Five

No claim by a secretary shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law, (b) any rule or regulation of the State Commissioner of Education, but not to the violation, misinterpretation, or misapplication of such a rule or regulation, (c) any By-Law of the Board of Education pertaining to its internal operation, (d) any matter which according to law is beyond the scope of Board authority, or (e) any grievance processed through Level 4 that does not allege a violation of this Agreement.

If the decision of the Board does not resolve the grievance to the satisfaction of the secretary and the secretary wishes review by a third party, she shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision. A secretary, in order to process her grievance beyond Level Four, must have her request for such action accompanied by the written recommendation for such action by the Association.

D. Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of an arbitrator:

1. A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
3. If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.
4. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory.

E. Rights of Secretaries to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or, at his/her option, by a representative(s) selected or approved by the Association.
2. When a secretary is not represented by the Association in the processing of a grievance, the Association shall have the right to be present and present its position in writing at all meetings held with the secretary concerning the grievance, and shall receive a copy of all decisions rendered.

F. Miscellaneous

Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association. Such forms shall be available only through the Association.

ARTICLE 3: GRIEVANCE PROCEDURE (Continued)

G. Costs

1. Each party shall bear the total cost incurred by itself.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and they will be shared equally.

ARTICLE 4: GENERAL PROVISIONS

- A. This Agreement constitutes a Board policy and the parties to the Agreement will take every reasonable step to see that the spirit, intent and purpose of this Agreement are fully carried out.
- B. If any provision of this Agreement is held to be contrary to law, such provision shall be void, but all other provisions of this Agreement shall continue in full force and effect.
- C. Nothing in this Agreement shall be construed as limiting the right of the Association or the Board to negotiate any provision of this Agreement with respect to future or successor Employment Agreements.
- D. This Agreement shall not be modified or amended in whole or in part except by a written agreement signed by both parties.
- E. In cooperation with the Association, the Board will prepare a Non-Instructional Handbook outlining the employment rights, responsibilities and fringe benefits of the employee unit.

ARTICLE 5: ASSOCIATION RIGHTS

- A. The Association shall have the right to request and receive from the Board salary data and other public information respecting all employees in the employee unit, as well as any other public information relating to the terms and conditions of employment of the employee unit.
- B. The Association shall have the right to use school buildings for meetings at reasonable hours, by prearrangement with the Superintendent or his designee.
- C. The Association shall have the right to use school equipment, such as typewriter, mimeograph machines and duplicating equipment, at reasonable hours, when such equipment is not otherwise in use. The Association shall pay for any damage or injury to such equipment while being used by the Association. No equipment will be taken off school property.
- D. The Association shall have the right to use inter-school mail facilities and school mail boxes for the purposes of making announcements and providing information to members of the employee unit with the permission of the Superintendent or his designee. Such permission shall not be withheld unreasonably.
- E. All Association Business shall be conducted outside of working hours.

ARTICLE 6: NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Not later than October 1 of the year in which the Agreement will terminate, the Board agrees to enter into negotiations with the Association over a successor agreement. By the same dates and for the purposes indicated above, the Association agrees to present its proposals to the Board. The agreements negotiated shall apply to the unit defined, be reduced to writing, be ratified by the Association, be adopted by the Board and be signed by the Association and the Board.
- B. 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 at reasonable times that information which is available to the public.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. 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 7: DURATION OF AGREEMENT

- A. This Agreement shall take effect upon execution by officers of the Board and the Association and official ratification by resolutions of the Board of Education and the membership of the Association.
- B. When so executed and ratified, the Agreement shall be effective as of July 1, 1976, and shall continue in effect until June 30, 1977. This Agreement may be extended only by a written document executed and ratified as provided in this ARTICLE.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the proper officers and their seals to be affixed hereto the day and year first above written.

ATTEST:

Alto Moya
Secretary

By

BRIDGEWATER-RARITAN REGIONAL BOARD
OF EDUCATION

Christopher Dittman
President.

ATTEST:

M. Jane Madson
Secretary

By

BRIDGEWATER-RARITAN ASSOCIATION OF
EDUCATIONAL SECRETARIES

Robert M. Zahradka
President

APPENDIX A

SALARY PROGRAM - 1976 - 1977

1. Hourly and Substitute Clerk-Typists

Hourly clerk-typists are to submit monthly time sheets. Time sheets are to be certified by the immediate supervisor and sent to the Personnel Office for processing to the Payroll Department.

2. Work Week	Weeks per year	Hours per week*	Days per year
12-month employees	52	37½	260
11-month employees	47.6	37½	238
10-month employees	43.2	37½	216

*35 hours per week during Christmas and Easter vacations and from July 1 to September 1.

Regular working hours for full-time secretarial and clerical personnel are from 8:00 A.M. to 4:00 P.M. in the Elementary Schools, and 8:00 A.M. to 4:30 P.M. in the Intermediate, High Schools, and in the Administration Building, Monday through Friday, or 37½ hours per week.

3. Overtime

- a. Overtime requires prior approval of the immediate supervisor and the Personnel Director. Overtime requests shall be received by the Personnel Director at least 24 hours in advance of the anticipated overtime. In cases of emergency the 24 hour notification shall be waived. The emergency shall be determined by the individual's superior in consultation with the Personnel Director.
- b. Overtime after 8 hours per day - 40 hours per week, will be paid at one and one-half times hourly rate.

4. Holidays

Full-time contract employees are entitled to paid holidays as prescribed annually by the Board of Education. Hourly employees are not entitled to any paid holidays from September 1 through June 30.

5. Vacations

- a. 6 months service or less - 0
- b. 7 months - 11 months service - 5-9 working days
- c. One year of continuous service as of June 30
 - (1) 12-month employees 10 working days
 - (2) 11-month employees 9 working days
 - (3) 10-month employees 8 working days
- d. Five years of continuous service as of June 30
 - (1) 12-month employees 13 working days
 - (2) 11-month employees 12 working days
 - (3) 10-month employees 11 working days

5. Vacations (Continued)

- e. Six years of continuous service as of June 30
 - (1) 12-month employees 14 working days
 - (2) 11-month employees 13 working days
 - (3) 10-month employees 12 working days
- f. Eight years of continuous service as of June 30
 - (1) 12-month employees 15 working days
 - (2) 11-month employees 14 working days
 - (3) 10-month employees 13 working days
- g. Ten to sixteen years of continuous service as of June 30
 - (1) 12-month employees 17-22 working days
 - (2) 11-month employees 16-21 working days
 - (3) 10-month employees 15-20 working days

Hourly employees are not entitled to vacation days.

6. Sick Leave

Full-time salaried and regularly scheduled hourly employees are entitled to sick leave as follows:

- a.
 - (1) 12-month employees 14 working days
 - (2) 11-month employees 13 working days
 - (3) 10-month employees 12 working days
- b. Sick leave shall accumulate from year to year without limit. Annual accounting of sick leave days will be made to each employee as early in the school year as possible, but, in no event, later than December 31, 1976.

7. Leaves of Absence

- a. Excused absences may be granted for any of the following reasons, up to a maximum of four (4) days per year:
 - (1) Marriage in the immediate family
 - (2) Graduation exercises of the employee or his children
 - (3) Required appearance in court involving no moral turpitude on the part of the employee
 - (4) Secretaries shall be granted two (2) temporary leave days due to circumstances requiring her absence during school hours for legal business or family matters. The reason for such temporary leave days must be specified.

All leaves of absence referred to in this section are subject to the following conditions:

- 1. At least twenty-four (24) hours' notice shall be given in requesting a personal day through the immediate supervisor.
- 2. Personal days will not be granted the day immediately preceding or following a vacation or holiday, except for court appearances, and do not accumulate from year to year.

One (1) day may be granted upon request to the office of the Personnel Director for the purpose of skill improvement.

APPENDIX A (continued)

8. Emergency Leave

- A. Up to three (3) days may be granted for serious illness in the immediate family.
 - 1. Serious illness is defined as hospitalization or one which the attending physician considers sufficiently serious to require the employee's presence at bedside.
- B. Up to five (5) days may be granted for death in the immediate family.
 - 1. Immediate family consists of husband, wife, children, and other members of the same home; father and mother; brothers, and sisters; grandfathers and grandmothers; father-in-law and mother-in-law.
- C. In emergency situations, twenty-four (24) hours notice requesting leave shall be waived provided such notice shall be given as soon as practicable within such twenty-four (24) hour period.
- D. Emergency leave cannot accumulate.

9. Emergency Closing

Dependent upon the nature of the reason for the emergency closing of a particular school or the district's schools, all salaried employees are expected to report for work and shall promptly report their arrival to the Personnel Office. On days when schools are closed because of weather conditions which result in extremely hazardous travel, personnel shall be notified that they are not expected to report for work. Such notification shall be made to the members of the Association at the time the school closing notification call system is instituted and all personnel should insure that they are listed on the individual school calling list. Absence of personnel on such days when they are expected to work should be reported in the usual manner.

10. Health Care Coverage

- A. The Board of Education agrees that for the 1976-77 school year it will provide individual and full family health-care insurance coverage for all secretaries in the defined unit through the New Jersey State Benefits Program which shall include:
 - 1. Blue Cross
 - 2. Blue Shield
 - 3. Major Medical
 - 4. Rider J

10. Health Care Coverage (Continued)

B. As of July 1, 1976, the Board agrees to fund fully a single interest dental plan for all secretaries in the defined unit. Said program shall be non-deductible, U.C.R. Basic Dental Plan as set forth in the Health Service, Inc. Proposal, dated March 1975.

11. Health Care-Retirement

The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association insofar as the insurer accepts retirees under the terms of the existing plan. The retiree shall be responsible for all premium costs involved and will pay these directly to the insurer.

12. Deduction for Dues

The Board agrees to deduct from the salaries of its secretaries, dues for the Bridgewater-Raritan Association of Educational Secretaries, associate membership to the New Jersey Education Association, or any one or any combination of such Association as said secretaries individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Bridgewater-Raritan Association of Educational Secretaries by the 15th of each month following monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Secretary authorizations shall be in writing on the form provided by the Board of Education.

13. Credit for Previous Experience

Credit on the salary guide shall be given as follows:

- A. Upon employment, credit for previous secretarial and clerical experience outside the district will be given at the discretion of the Personnel Director.
- B. Hourly and substitute clerk-typists who may be placed under contract shall receive credit for up to six (6) months for each year of part-time experience in the district up to a maximum of three (3) years, and shall also receive the same experience factor for vacation purposes; current personnel to be updated.
- C. Advancement within the ranks of the Association should be encouraged by providing for promotions to a higher job classification without loss in step/level, at the discretion of the Administration.

14. Posting of Vacancies

Announcement of each secretarial or clerical opening in the district, including positions requiring secretarial and clerical skills not covered by this Agreement, shall be publicized by means of a notice which shall be posted in each District Building. Such notice shall indicate the title and location of the position, the salary and a brief description of duties. All qualified applicants shall be given adequate opportunity to apply for the vacancy.

15. Handbook

Other conditions of employment will be enumerated in the handbook for non-instructional personnel. This handbook will be prepared as soon as possible following the signing of the Agreement. Proofs of the Handbook are to be reviewed by a member of the Association prior to the final printing.

16. Workshops and Seminars

A. The Board and the Association recognize the value of further training; and the Board, upon request in writing, will pay expenses for attending workshops, adult school courses and seminars related to the individual's assignment if maximum amount for all members of the unit shall be \$500.00.

B. The Board agrees that the Association may conduct an in-service program, which will coincide with the teachers' in-service program. The Administration will be notified in advance and approve the program.

SALARY RANGE
SECRETARIAL AND CLERICAL STAFF
1976-77

CLASSIFICATION	MINIMUM	MAXIMUM	EARNED INCREMENTS			STEPS	SUPER MAXIMUM
SECRETARY I							
12 months	\$6500	\$9100	3 @ 350	3 @ 375	1 @ 425	8+	\$10,425
11 months	5900	8325	3 @ 325	3 @ 350	1 @ 400	8+	9,500
10 months	5350	7600	3 @ 300	3 @ 325	1 @ 375	8+	8,675
SECRETARY II							
12 months	6300	8725	3 @ 325	3 @ 350	1 @ 400	8+	10,000
11 months	5765	8015	3 @ 300	3 @ 325	1 @ 375	8+	9,125
10 months	5250	7325	3 @ 275	3 @ 300	1 @ 350	8+	8,400
SECRETARY III							
12 months	6225	8475	3 @ 300	3 @ 325	1 @ 375	8+	9,550
11 months	5685	7760	3 @ 275	3 @ 300	1 @ 350	8+	8,725
10 months	5175	7075	3 @ 250	3 @ 275	1 @ 325	8+	8,000
STENOGRAPHER							
12 months	5515	7590	3 @ 275	3 @ 300	1 @ 350	8+	8,600
11 months	5085	6985	3 @ 250	3 @ 275	1 @ 325	8+	7,875
10 months	4650	6375	3 @ 225	3 @ 250	1 @ 300	8+	7,175
CLERK-TYPIST							
12 months	5235	7135	3 @ 250	3 @ 275	1 @ 325	8+	8,025
11 months	4775	6500	3 @ 225	3 @ 250	1 @ 300	8+	7,300
10 months	4390	5940	3 @ 200	3 @ 225	1 @ 275	8+	6,675
HOURLY RATE	\$2.40	\$3.45	7 @ \$.15	1 @ \$.20			\$3.65