

AGREEMENT

BETWEEN

THE CENTRAL REGIONAL BOARD OF EDUCATION

AND

THE CENTRAL REGIONAL

EDUCATIONAL SECRETARIES ASSOCIATION

1981 - 1983

x July 1, 1981 - June 30, 1983

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ARTICLE I

Recognition

The Board of Education hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for those Office Personnel employed by the Board of Education but excluding the Confidential Personnel employed in the Board of Education and Superintendent's Offices.

Office personnel shall include: Switchboard operator/receptionist/typist, clerk/typist, Registrar, Library Aides, Guidance and Assistant Principal's Secretaries, Principals' Secretaries and Data Control Operator.

- D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, or in negotiations respecting the collective bargaining agreement, they will suffer no loss of pay.
- E. 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.
- F. 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 established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.
- G. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.

member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

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 a 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 at such time that it cannot be processed through all the steps of this grievance procedure by the end of the school year, and, 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 year or as soon thereafter as is practicable.
3. A grievance to be considered under this procedure must be initiated in writing by the employee within thirty (30) calendar days of the occurrence of the actual happening which gives rise to the grievance.

purpose of allowing the Association to submit appropriate evidence.

c. Within five (5) school days after the conclusion of the hearing, the Superintendent of Schools shall issue a decision, in writing, setting forth his findings of fact, reasoning and conclusions on the issues submitted to him.

6. Level Three

a. If the decision rendered by the Superintendent is adverse to the aggrieved, the Association may, within five (5) school days after the Superintendent has rendered such adverse decision, or within ten (10) school days after the position of the Association was received by the Superintendent, appeal, in writing, to the Board.

b. The Board shall consider the appeal and may, within ten (10) school days after receipt of such appeal, hold a hearing. If a hearing is held, the Board shall issue a decision, in writing, within ten (10) school days after the conclusion of such hearing.

c. If the Board determines that a hearing is not warranted or necessary, it shall nevertheless, issue a decision, in writing, within ten (10) school days after the receipt of the appeal from the Association.

b. Within ten (10) school days after such written notice of submission to arbitration, the Association shall request a listing of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules of the American Arbitration Association in the selection of an arbitrator.

c. The arbitrator shall confer with the representatives of the Board and the Association and hold hearings promptly. Said hearing shall in all cases, be confined solely to the issue or issues and evidence submitted in support thereof to the Board. The arbitrator shall limit himself to the interpretation and application of the express terms of this Agreement. He/she shall have no authority to add to, detract from, alter, amend, or modify any provision of this Agreement or impose on any party hereto a limitation or obligation not provided for in this Agreement.

d. The arbitrator shall issue his/her recommendation not later than thirty (30) days from the date of the close of statements and proofs on the issues that were submitted to him/her. The arbitrator's recommendation shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority

state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by either party to this Agreement or the Administration against any party in interest, any building representative, any administrator, any member of the Association or any other participant in the grievance procedure by reason of such participation.

MISCELLANEOUS

1. If, in the judgment of the Association, a grievance affects a group of clerical personnel, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process a grievance despite an intention of abandonment by a specifically aggrieved person.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.
3. Notwithstanding the pendency of any grievance, all personnel covered by this Agreement shall continue to perform all duties and assignments.
4. Failure by the aggrieved or the Association to process

ARTICLE IV

Association Rights and Privileges

- A. The Board agrees to furnish to the Association in response to reasonable requests, from time to time, all available non-confidential information affecting negotiations and grievances of the Association.
- B. Whenever any representative of the Association or any office personnel is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, she shall suffer no loss of pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property with administrative approval and provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the right to use the school buildings at all reasonable non-working hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required in writing.
- E. The Association, for its proper purposes, shall have the right to have its qualified personnel use school

her position of employ or the salary or any increment pertaining thereto, then she shall be given prior written notice of the reasons for such meeting and shall be entitled to have representative(s) of her choosing present to advise her and represent her during such a meeting, providing said representation is made known to the Board, through the Office of the Superintendent in advance of the meeting.

- J. The Association shall be notified of any existing vacancy that might be considered an advancement i.e. 10 to 12 month employment, a position with advancement in position and salary.
- K. The rights and privileges of the Association and its representatives as set forth in Article IV of this Agreement shall be granted only to the Association as the exclusive representative of the office personnel as recognized in Article I.

When a pay day falls on or during a holiday, vacation or weekend (as outlined in Article VI), the paycheck will be received the last previous workday.

2. Twelve month employment
 - a. Minimum 6 months employment - one (1) week vacation.
 - b. 1-3 years employment - two (2) weeks vacation
 - c. 4-9 years employment - three (3) weeks vacation
 - d. 10 years and beyond - four (4) weeks vacation

E. Office personnel shall have all days off when school is not in session during the school year, including July 4 and Labor Day, except that on those days when school(s) are not in session on account of inclement weather, office personnel shall make every reasonable effort to report to work if and when possible.

F. Office Personnel shall be compensated at the rate of time and one-half for all work beyond her normal work day. For the purpose of determining the overtime, the following shall count as regular work days:

- a. Holidays
- b. Paid sick days
- c. Other approved paid leaves

include observance of religious holiday, court subpoena, marriage in the immediate family, death of another relative or close friend, personal business, specifically stated, that cannot be conducted during work hours or emergencies not included above.

D. Professional Days:

The Superintendent may authorize absences of employees for professional purposes, not to exceed five (5) school days in any school year. The employee shall make application for the authorization of such absence at least ten (10) days in advance of their occurrence. The decision to authorize such absence in each instance shall be based upon the length of service. Previous record of absences for professional purposes may be granted on a specific authorization of the Superintendent.

ARTICLE IX

Management Rights

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the powers, right, authority, duties and responsibilities of the Board, adoption of policies, rules and regulations and practices in furtherance thereof and the use of judgment and discretion in connection with shall be limited to the extent such specific and express terms hereof are in conformance with this Agreement and the Constitution and Laws of the State of New Jersey and of the United States.
- C. Without limiting the generality of the foregoing, the Board reserves exclusive jurisdiction in the executive management and administrative control of the school system and its properties and facilities and to hire all employees, including determination of their qualifications and the conditions for their continued employment subject to the terms of this Agreement and the laws of the State of New Jersey.

ARTICLE XI

Evaluation of School Office Personnel

- A. All monitoring or observation of the work performance of school office personnel shall be conducted openly and with the full knowledge of the employees.
- B. School office personnel shall have the right, upon request, to review the contents of her personnel file and to receive copies, at her expense, of any documents contained therein. This right of review shall not apply to the employee's initial application for employment and letters of reference from prior employers.
- C. The Board reserves the right to protect the confidentiality of personal references, academic credentials and other similar documents, but shall not establish any separate personnel file which is not available for the employee's inspection.
- D. Any complaints regarding the conduct or work performance made to any member of the administration by any teacher, parent, student or other person which is used in any manner in evaluating a school office personnel, shall be promptly investigated and called to the attention of said employee.

ARTICLE XII

Miscellaneous Provisions

- A. If any provision of the Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed to be 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 contract between the Board and an individual member of the Association heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, during its duration shall be controlling.

ARTICLE XIV

Duration of Agreement

- A. This Agreement shall become effective July 1, 1981 and expire June 30, 1983.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attest to by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

CENTRAL REGIONAL EDUCATIONAL SECRETARIES ASSOCIATION

Madlyn E. Hambrick Mildred C. Berkliner
By: President, C.R.E.S.A. By: Secretary, C.R.E.S.A.
Date: April 2, 1982 Date: April 2, 1982

CENTRAL REGIONAL BOARD OF EDUCATION

Helene A. Kirby James H. Cummings
By: President, Board of By: Secretary, Board of
Education Education
Date: April 1, 1982 Date: April 1, 1982

CRESA SALARY GUIDE
1981-1982

| <u>Years of Service</u> | <u>Switchboard Clerk-Typist Registrar</u> | <u>Secretary Guidance Asst. Prin.</u> | <u>Principal Secretary</u> | <u>Data Control Operator</u> |
|---------------------------------|---|---|--------------------------------|--------------------------------------|
| 1 | \$ 6747 | \$ 7050 | \$ 7500 | \$ 7450 |
| 2 | 7047 | 7377 | 7999 | 7799 |
| 3 | 7350 | 7680 | 8301 | 8101 |
| 4 | 7847 | 8175 | 8796 | 8596 |
| 5 | 8120 | 8450 | 9071 | 8871 |
| 6 | 8395 | 8725 | 9346 | 9421 |
| 7 | 8670 | 9000 | 9621 | 9971 |
| 8 | 8917 | 9247 | 9896 | 10521 |
| 9 | 9192 | 9522 | 10226 | 10961 |
| 10 | 9522 | 9852 | 10556 | 11511 |
| 11 | 9852 | 10188 | 10886 | |
| 12 | 10182 | 10512 | 11216 | |
| 13 | 10522 | 10842 | 11546 | |
| 14 | 10842 | 11172 | 11931 | |

Edna Laird ---- \$12,200

Ten (10) month employees shall receive 10/12 of applicable position title level.

Longevity salary which shall be in addition to the salary schedule shall accrue to each employee in the following manner:

At the completion of the 3rd consecutive yr.-\$ 100
At the completion of the 6th consecutive yr.- 150
At the completion of the 9th consecutive yr.- 200
At the completion of the 12th consecutive yr.- 200
At the completion of the 14th consecutive yr.- 150

\$ 800

Benefits

Blue Cross Prescription Plan - \$1.00 Co-Pay
Major Medical with Optical and Dental (excluding Orthodontics) to life time limit.
Payment of 100% Blue Cross, Blue Shield, Rider J and UCR Plan.

CRESA SALARY GUIDE
1982 - 1983

| Years of Service | Switchboard Clerk-Typist Registrar | Secretary Guidance Asst. Prin. | Principal Secretary | Data Control Operator |
|------------------------|--|--------------------------------------|------------------------|-----------------------------|
| 1 | \$ 6970 | \$ 7299 | \$ 7788 | \$ 7733 |
| 2 | 7320 | 7649 | 8138 | 8083 |
| 3 | 7646 | 8004 | 8679 | 8462 |
| 4 | 7975 | 8333 | 9007 | 8789 |
| 5 | 8512 | 8891 | 9244 | 9327 |
| 6 | 8810 | 9168 | 9842 | 9625 |
| 7 | 9109 | 9467 | 10140 | 10222 |
| 8 | 9407 | 9765 | 10439 | 10819 |
| 9 | 9675 | 10033 | 10737 | 11414 |
| 10 | 9973 | 10331 | 11095 | 11893 |
| 11 | 10331 | 10689 | 11453 | |
| 12 | 10689 | 11054 | 11811 | |
| 13 | 11047 | 11406 | 12169 | |
| 14 | 11416 | 11764 | 12527 | |

Edna Laird ----- 13,237

Madlyn Haimbach- 11,764

Ten month employees shall receive 10/12 of applicable position title level.

Longevity salary which shall be in addition to the salary schedule shall accrue to each employee in the following manner:

| | |
|--|--------|
| At the completion of the 3rd consecutive year | \$ 100 |
| At the completion of the 6th consecutive year | 150 |
| At the completion of the 9th consecutive year | 200 |
| At the completion of the 12th consecutive year | 200 |
| At the completion of the 14th consecutive year | 150 |
| | <hr/> |
| | \$ 800 |

Benefits

Blue Cross Prescription Plan - \$1.00 Co-Pay
Major Medical with Optical and Dental (excluding
Orthodontics) to life limit.

Payment of 100% Blue Cross, Blue Shield, Rider J and
UCR Plan