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INSTITUTE OF MANAGEMENT
RUTGERS UNIVERSITY
MAY 7 1990

BOARD - EDISON TOWNSHIP ASSOCIATION OF EDUCATIONAL SECRETARIES

AGREEMENT

7/1/78 - 6/30/80

PREAMBLE

This Agreement entered into the first day of July, 1978, by and between the Board of Education of the School District of Edison in the County of Middlesex, hereinafter called the "Board" and the Edison Township Association of Educational Secretaries, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Ch. 303, P.L. 1968, as amended by Ch. 123, P.L. 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment and,

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel represented by the Association, whether under contract, on leave, or employed by the Board.
- B. Employees covered by this Agreement:
 - 1. This Agreement shall apply to all school secretarial and clerical employees, excluding all other employees.
 - 2. Excluded from this unit shall be all secretarial and clerical personnel in the Administrative Offices and the Board of Education Office.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successive agreement in accordance with Ch. 303, P.L. 1968, as amended by Ch. 123, P.L. 1974, in a good faith effort to meet agreement on all matters concerning the terms and conditions of employment of those employees covered by this Agreement. Such negotiations shall begin not later than November 1

- E. Whenever an employee of the bargaining unit is mutually scheduled by the parties herewith to participate during working hours in grievance meetings or negotiations, they shall suffer no loss in pay.
- F. Nothing contained herein shall be interpreted or applied so as to eliminate, reduce, or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE III

GRIEVANCE PROCEDURE

- A. Definition: A grievance is a claim by an employee or group of employees similarly situated or their representative that the employee has suffered harm by the interpretation, application or violation of policies, agreements, and administrative decisions affecting the employee and/or the employee's co-workers.
- B. Procedure
1. A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.
 - a. Failure at any step of this procedure to communicate the decision of a grievance within the specified time limits shall permit the grievant 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 waiver of further appeal of the decision.
 - b. It is understood that any employee grievant 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 duly determined.

5. Level IV - If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and she/he wishes review by a third party, and if the matter pertains to the provisions of this Agreement, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) working days of receipt of the Board's decision. However, the Board's decision shall be final and binding concerning:
 - a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the appropriate State agency; or
 - b. Any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
6. The following procedure shall be used to secure the services of an arbitrator:
 - a. Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the American Arbitration Association to submit a second roster of names.
 - c. If the parties are unable to determine within ten (10) working 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. The arbitrator shall limit herself/himself to the issues submitted and shall consider nothing else. She/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.

- B. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any employment advantage or be denied renewal of contract without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure within set forth.
- C. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matters which could adversely affect the continuation of that person in employment or the salary or any increments pertaining thereto, she/he may request a written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise her/him and represent her/him during such meeting or interview if she/he so desires. Any suspension of an employee pending charges shall be with pay.
- D. Representatives of the local, state and national Associations shall be permitted to transact official Association business on school property at all reasonable times upon notification to the building principal and provided the transaction of such business does not interfere with performance of normal duties of personnel involved.
- E. Subject to Board of Education policy and the approval of the building principal, the Association may use appropriate rooms for meetings, in a school building after school hours and until 5:00 p.m. Rooms may be used for evening meetings after prior approval by the building principal and the Business Office; such permission shall not be unreasonably withheld.
- F. The Association shall have the right to use the inter-school mail facilities and the school mail boxes, with good judgment, except where it interferes with the orderly transmission of inter-school mail.

2. Transfers - Any individual interested in a lateral transfer should make her/his interest known by submitting a letter to the Office of the Superintendent indicating same.

ARTICLE VII

LEAVE OF ABSENCE

A. Sick Leave

1. Personnel shall be allowed twelve (12) days of sick leave in any school year without loss of pay. All days of sick leave not utilized shall be cumulative. Secretaries will be given a written accounting of accumulated sick leave days not later than October 31 of each school year.
2. An additional thirty (30) days beyond the total number of accrued days shall be granted with deductions from the employee's pay for the cost of a substitute.
3. Sick leave is defined as absence from duty because of personal illness or quarantine for communicable disease.
4. It shall be the obligation of the employee to certify that the absence resulted from personal illness. Upon request, the employee shall present a physician's certificate of illness to the Superintendent.
5. Effective July 1, 1978, upon retirement, members will receive payment for sick days earned in the Edison School District.
6. Effective July 1, 1978, upon leaving the district, members who have completed fifteen (15) years of service in Edison will receive payment for sick days accumulated in Edison.
7. Effective July 1, 1978, payment for unused accumulated sick leave will be for 50% of the eligible days at the rate of \$10.00 per day.
8. Effective July 1, 1979, payment for unused accumulated sick leave will be for 100% of eligible days at the rate of \$10.00 per day.

2. Upon the recommendation of the Superintendent and the approval of the Board, an employee may leave at a later date and return at an earlier date than provided herewith. In cases of stillbirth, an employee may return at an earlier date.
 3. Any tenured employee adopting a child may receive a maternity leave not to exceed six (6) months which shall commence upon receiving said child or earlier if necessary to fulfill the requirements of adoption.
- E. Leaves of Absence Due to Illness in the Family - A leave of absence without pay for up to one year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.
- F. Other Leaves of Absence - Other leaves of absence may be granted by the Board of Education.
- Personnel granted leave for the purpose of serving on jury duty will not be required to return to the Board any monies received from the County or State for such duties. Personnel shall be paid all regular salary during the term of such duty. If on any day during the period of jury duty the employee is not required to report for such duty, she/he shall report for work on that day.
- G. The Board will pay the full cost of tuition incurred in connection with any courses, workshops, training sessions or other job-related sessions an employee is required or permitted to attend by the administration. Courses eligible for consideration shall include those offered at institutions of higher education, provided such courses involve skills or knowledge related to job requirements.
- When an employee is required to attend a training session outside working hours, compensation for actual time in attendance shall be paid at regular straight time rate of pay.

in which deductions were made. Prior to deduction, authorization cards in conformity with NJSA 52:14-15.9e shall be filed with the Board of Education. To assist in the administration of this procedure, the Association should provide the Secretary of the Board of Education, by August 1 of each year, an alphabetical list of members authorizing payroll deduction indicating the monthly amount of each member's deduction.

- B. The Board will deduct from the salaries of bargaining unit employees monies for local, state and/or national educational secretaries' association services and programs, provided the secretary individually and voluntarily authorizes the Board to make such deductions. The Board will transmit the monies promptly to the designated associations. Any employee may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the designated Association.

The employee and the ETAES agree to hold the Board harmless from all claims and suits which may arise by virtue of its deductions and transmittal of such service to the designated association pursuant to executed voluntary authorization cards.

ARTICLE X

HOLIDAYS

- A. The days which shall be considered holidays for secretarial personnel shall be the school-closing days as designated in the school calendar for the school term.
- B. Straight compensatory time or one and one-half (1-1/2) times the secretary's normal rate of pay shall be provided for school secretaries who are required to work on holidays.
- C. Additionally, Independence Day, July 4, and Labor Day will be observed as holidays for twelve (12) months personnel.
- D. Any employee required to work on a holiday shall be notified no later than three (3) days before the holiday to that effect.

- B. 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 the law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee, heretofore to 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 this Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be printed at the expense of the Board within thirty days after the Agreement is signed and presented to all employees now employed, hereafter employed, or considered for employment by the Board.
- E. Duration of Agreement: July 1, 1978 - June 30, 1980.
- F. If in the absence of an incumbent a class "B" secretary in a secondary school is assigned to work temporarily as head (class "A") secretary, the secretary so assigned shall be paid at class "A" rates beginning on the eleventh (11th) consecutive working day of the assignment. If in an elementary school a class "C" clerk is temporarily assigned as head (class "B+") secretary, the secretary so assigned shall be paid at the class "B+" rate beginning on the eleventh (11th) consecutive working day of the assignment.

Class A - Secretary to Principal (Secondary Schools)
Class B+ - Secretary to Principal (Elementary Schools)
Class B - Assistant Secretary (Secondary Schools)
Head Guidance Secretary
Class C - Clerk Typist

SECRETARIAL SALARY GUIDE

1978-79

<u>STEP</u>	<u>A</u>	<u>B+</u>	<u>B</u>	<u>C</u>
1	7,200	6,900	6,700	6,500
1-1/2	7,300	7,000	6,800	6,600
2	7,400	7,100	6,900	6,700
2-1/2	7,500	7,200	7,000	6,800
3	7,600	7,300	7,100	6,900
3-1/2	7,700	7,400	7,200	7,000
4	7,800	7,500	7,300	7,100
4-1/2	7,900	7,600	7,400	7,200
5	8,000	7,700	7,500	7,300
5-1/2	8,125	7,825	7,625	7,425
6	8,250	7,950	7,750	7,550
6-1/2	8,500	8,200	8,000	7,675
7	8,750	8,450	8,250	7,800
7-1/2	8,875	8,575	8,375	8,050
8	9,000	8,700	8,500	8,300
8-1/2	9,200	8,900	8,700	8,500
9	9,400	9,100	8,900	8,700
9-1/2	9,600	9,300	9,100	8,900
10	9,800	9,500	9,300	9,100
10-1/2	10,050	9,750	9,550	9,450
11	10,300	10,000	9,800	9,800
11-1/2	10,755	10,423	10,223	
12	11,210	10,845	10,645	

A - Secondary Head Secretary
B+ - Elementary Head Secretary
B - Secretary
C - Clerk-Typist

