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Final

AGREEMENT
between
KINNELON EDUCATION SECRETARIES ASSOCIATION
and the
KINNELON BOARD OF EDUCATION
MORRIS COUNTY

July, 1, 1993 - June 30, 1996

This AGREEMENT made this 26 day of July, 1993 by and between the Board of Education in the Borough of Kinnelon, in the county of Morris, hereinafter referred to as the "Board" and the Kinnelon Education Secretaries Association, hereinafter referred to as the "Association".

ARTICLE I RECOGNITION

A. Unit

Pursuant to Chapter 123, Public Laws of New Jersey, 1974, the Board of Education of Kinnelon, New Jersey recognizes the Kinnelon Education Secretaries Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment of the personnel including: all secretaries employed at Kinnelon High School, Pearl R. Miller School, Stonybrook School, Kiel School and Special Services, and also the bookkeeper and transportation secretary employed in the Business Office, as outlined on the attached salary guide.

B. Definition of K.E.S.A. Members

Unless otherwise indicated, the term "K.E.S.A. Members" when used hereinafter in this Agreement shall refer to all office personnel employees represented by the K.E.S.A. in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION PROCEDURE

A. Deadline Date

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Law, 1974. Such negotiations shall begin not later than September 15 of the year preceding the school year in which this Agreement expires. Any agreement so negotiated shall apply to all Association members, be reduced to writing, be acted upon by the Association and be acted upon by the Board within sixty (60) calendar days.

B. Modification of Agreement

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.

C. The Board and the Association shall meet at reasonable times and negotiate in good faith. Reasonable, relevant data requested by either party shall be supplied by the proper official upon seven (7) days notice.

D. The parties agree that their representatives will be given the power to negotiate a tentative agreement pending ratification by the majority of the Board and the Association.

E. Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced to writing and signed by said parties and become incorporated as part of this agreement.

F. Only joint or agreed upon press releases regarding negotiations will be made.

G. The time of the next meeting and the agenda will be set at the end of each meeting.

H. Where necessary and possible, there may be two-way communication between meetings.

I. At the conclusion of each negotiating meeting, tentative agreements will be reduced to writing and signed by both parties.

ARTICLE III

GRIEVANCE PROCEDURES

A. Definitions

1. Grievance

A "grievance" is a claim by a K.E.S.A. member or the Association based upon the interpretation, application or violation of the Agreement and Board policies.

2. Aggrieved Party

An "aggrieved party" is the member or members of the Association making the claim.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting K.E.S.A. members. A grievance shall be activated within thirty (30) calendar days from the time when the alleged grievance occurred.

1. Level One - Supervisor

An aggrieved party shall first discuss the grievance with their immediate supervisor in an effort to resolve the matter informally.

2. Level Two - Building Principal

If the aggrieved party is not satisfied with the disposition of the grievance at Level One, the party shall discuss the grievance within fourteen (14) calendar days with their building Principal in an effort to resolve the matter informally. The Principal shall review the grievance and render a decision in writing within fourteen (14) calendar days.

3. Level Three - Business Administrator

If the aggrieved party is not satisfied with the disposition of the grievance at Level Two, the party shall file the grievance in writing within fourteen (14) calendar days with the Business Administrator who shall review the grievance and render a decision in writing within fourteen (14) calendar days.

4. Level Four - Superintendent

If the aggrieved party is not satisfied with the disposition of the grievance at Level Three, the party shall file the grievance in writing within fourteen (14) calendar days with the Business Administrator who shall review the grievance and render a decision in writing within fourteen (14) calendar days.

5. Level Five - Board of Education

If the aggrieved party is not satisfied with the disposition of the grievance at Level Four, the party shall within ten (10) calendar

days after receipt of the decision, request a hearing with the Board of Education. Said hearing shall be conducted and a decision rendered within sixty (60) calendar days. The aggrieved party shall have the right to representation of member's choice at said hearing.

ARTICLE IV

SECRETARIAL RIGHTS

A. Separability

If any provision of this Agreement or any application of this Agreement to any K.E.S.A. member or group of K.E.S.A. members 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.

ARTICLE V

VACATIONS

K.E.S.A. members completing one (1) full year of service shall receive two (2) weeks vacation, three (3) weeks after three (3) years, and four (4) weeks after five (5) years. K.E.S.A. members employed for a period of less than one (1) year shall receive one (1) day vacation for each month employed up to a maximum of ten (10) days.

Vacations for K.E.S.A. members working in the Kinnelon High School, Pearl R. Miller School, Stonybrook School, Kiel School and Special Services will be taken during a consecutive four (4) week period in July or August as determined by the Superintendent. Exceptions to this policy must be made with the approval of the Building Administrator and the Business Administrator. If a holiday, as indicated on the school calendar, occurs during a member's vacation period, the member shall receive compensatory time. In the event an unscheduled school holiday is declared by the Board of Education or the Superintendent, all office personnel shall be included.

ARTICLE VI

SNOW DAYS

When schools are closed because of inclement weather, it is recognized that essential services must be performed, therefore

office personnel shall report to work at 10:00 a.m. and remain until 3:00 p.m. unless notified otherwise by the Superintendent or his designee.

ARTICLE VII

HOLIDAYS, WEEKENDS AND OVERTIME

K.E.S.A. members shall be granted the same school holidays as listed on the school calendar to be adopted by the Board of Education. Should a member be required to work during a school holiday, the member will be paid at the contracted rate.

Straight time will be paid for school holidays and one and one-half (1½) time for national holidays. National holidays for twelve month contracted K.E.S.A. members shall include July 4 and Labor Day. Employees shall be paid time and one-half for weekend work (Saturday and Sunday).

ARTICLE VIII

PROMOTIONS, NEW POSITIONS, AND PLACEMENT OF

EMPLOYEES ON THE SALARY GUIDE

A. K.E.S.A. members shall be given the opportunity to apply for all vacant or new positions. All openings for these positions shall be posted, showing classification and salary range in every school and all administrative offices. All K.E.S.A. members who apply shall be granted an interview.

1. Prospective employees with no immediate past experience will be placed on Step One of the existing salary guide in the appropriate classification.
2. All office personnel will be appointed with three months probationary status prior to the issuance of a regular contract. The contract will be retroactive to the first day of employment.
3. Whenever an individual is hired, promoted or has had a step change the Association President shall be notified. The notification shall be in writing and contain the classification and step placement.
4. When existing staff members are promoted to a

different category, e. g. from S-I to ES-III, the step placement on the guide may be adjusted vertically by one step.

Any unit member may request that her job description and guide placement be re-evaluated by her immediate supervisor.

If the supervisor/program administrator agrees that a change in category is appropriate, the supervisor/program administrator will, within thirty (30) days make such recommendations to the Building/Program Administrator. If they agree that the change is appropriate, they will within thirty (30) days make such recommendations to the Business Administrator. A response in writing within thirty (30) days (unless the thirty (30) day period is extended by mutual agreement) shall be given to the unit member by the Business Administrator as to the resolution of the request. The unit member may pursue this matter to the next level of administration.

5. The unit member shall receive an up to date Board approved job description. Should a job description be revised by the Board of Education, the unit member shall receive a revised job description within thirty (30) days.

B. In the event there is a special job appointment or project for which a secretary may be eligible, the position shall be posted throughout the district for a minimum of five (5) work days and all members given the opportunity to apply therefore. The rate of pay for evenings and weekends shall be time and one-half.

ARTICLE IX

SECRETARIAL SALARIES AND BENEFITS

- A. Salary Guide (See Attachment 1)
- B. Health and Insurance

The Board will provide the full New Jersey Health Benefits Program as provided by New Jersey Blue Cross and Blue Shield, the Prudential Insurance Company of America (Basic Plan including Rider J benefits), and the Delta Dental Plan of New Jersey, or equal, and pay the full premium for family or individual as designated by the employee.

C. Sick Leave

All K.E.S.A. members employed by the Kinnelon Board of Education shall be entitled to twelve (12) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit; however, the Board reserves the right to verify any illness, including the right to request a doctor's certificate after three (3) consecutive days of absence.

D. Leaves of Absence

1. Three (3) personal days
 - a. These days will be granted without reason except if they occur on Monday, Friday, and/or the day before or day after a holiday.
 - b. Personal days on Monday, Friday, and/or the day before or day after a holiday will be granted with reason subject to the Business Administrator's approval and will require three (3) days' advance notice.

Unused personal business days will accumulate as sick leave days for possible use as sick leave days in future years or for conversion at retirement.

2. Ten (10) additional days for family illness in the family will be granted subject to the following:
 - a. family is defined as spouse, parents, sibling and children or relative living at home or whose legal residence is the home of the employee.
 - b. up to two (2) days may be used in the event of death of any of the following family members: parents-in-law, grandparents or grandchild.
 - c. if a member does not utilize any of the ten (10) family illness/death days in a given fiscal year, the member will be credited with one (1) additional day of accumulated sick leave for the following fiscal year.

d. use of more than one (1) consecutive day for family illness, or more than three (3) days for death in family, must be approved by the Superintendent or his designee.

e. leaves of absence with pay in case of emergency may be granted by the Business Administrator.

E. Retirement Benefits

K.E.S.A. members who have completed a minimum of ten (10) years as an employee in the District will be eligible to convert accumulated sick leave days to severance pay upon retirement. K.E.S.A. members will be reimbursed for each day of unused sick leave at a rate of \$37.50 per day until June 30, 1994 and at a rate of \$40.00 per day thereafter. The payment will be made in a lump sum on or about July 1 following retirement for those members who notify the Board by December 1 of the year prior. In the event of the death of the employee prior to retirement, the sick leave benefits shall be paid to the employee's estate provided that the member has completed 10 years of employment and is eligible for retirement benefits.

F. Work Day

The length of the workday shall be eight (8) hours which includes either a one (1) hour lunch and one (1) fifteen (15) minute morning coffee break, or one (1) forty-five (45) minute lunch and one (1) fifteen (15) minute morning coffee break and one (1) fifteen (15) afternoon coffee break. Working hours shall be arranged by the building administrator and shall not exceed the length of the workday which is eight (8) hours.

G. Professional Days

Office personnel may receive professional days upon application to the Business Administrator to attend professional conferences and meetings by submitting programs and other pertinent information along with the application for approval.

H. Leaves without Pay

Leaves without pay may be granted for a period of up to five (5) consecutive days during the school year. Requests must be made ten (10) working days in advance and have prior approval of the building administrator and Business Administrator. Upon recommendation of the Business Administrator other leaves of absence without pay may be granted by the Board. Request must be made ten (10) working days in advance and have prior approval of the building administrator and Business Administrator.

I. Tuition Reimbursement

Tuition reimbursement shall be granted, with prior approval of the course by Superintendent, to all K.E.S.A members who have completed courses to improve their secretarial abilities.

Reimbursement will be made for a course in an approved program with a grade of "C" or better in a degree program, or a "pass" grade. An official reimbursement form is to be submitted to the Business Administrator with either an official transcript or proof of the successful completion of the approved course work. A maximum of four (4) courses or twelve (12) credits per year will be allowed.

J. Evaluation

- A. Tenured support personnel shall be evaluated by their immediate supervisor at least one (1) time in each school year. Such evaluations shall be completed by June 30.

Non-Tenured support personnel shall be evaluated by their immediate supervisor at least two (2) times in each school year. Such evaluations shall be completed by January 15 and June 30.

B. Working Conditions

Every effort will be made to provide the unit member with materials, equipment, guidance and realistic timelines to complete her assigned tasks.

K. Staff Development

There shall be established a committee of two (2) K.E.S.A. members and either one (1) or two (2) administrator(s) to organize appropriate staff development activities for members of the K.E.S.A. In-service days will be provided as deemed appropriate by the Business Administrator.

A standing committee of the Board, a rotating group of school administrators, and a standing committee from the Association shall meet two (2) times during the school year at dates mutually agreed upon and arranged by the Superintendent. Emergency or additional meetings can be called by either party. One week prior to said meeting each party shall submit to the Business Administrator an agenda in order that all items will be included in the master agenda. Two (2) days prior to the meeting, the master agenda will

be distributed to the representatives of the Board, school administrator(s), and the Association Committee. The meetings may be canceled by mutual agreement.

L. For the years 1994-95 and 1995-96 an amount of .025% merit increase is included in the guides. A committee will be established during the 1993-94 school year to meet and make recommendations by April 1, 1994 as to the procedure to be used in establishing the criteria for merit increases.

ARTICLE X

REPRESENTATION FEE

Any employee who is not a member of the Association shall pay a representation fee in lieu of dues for services rendered by the Association. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law, and shall be paid in an amount equivalent to the regular membership dues, initiation fees, and assessments charged by the Association to its own members, less the cost of benefits financed through the dues, fees and assessments and available to or benefitting only its member, but in no event shall the representation fee exceed 85% of the regular membership dues, fees and assessments.

ARTICLE XI

MISCELLANEOUS PROVISIONS

Secretaries will receive a stipend for substitute calling according to secretarial stipend guide.

The K.E.S.A. President or her designee shall be released to attend K.E.S.A. responsibilities when prior approval has been obtained from the Business Administrator and notification given to the building principal or supervisor.

ARTICLE XII LONGEVITY

- A. Secretaries upon completion of seven (7) years employment in the district shall receive \$200.00 added to base pay.
- B. Secretaries upon completion of nine (9) years employment in the district shall receive \$450.00 added to base pay.

C. Secretaries upon completion of twelve (12) years employment in the district shall receive \$750.00 added to base pay.

D. Longevity shall be added to base pay for pension purposes.

For determining a year the employee must be employed for six (6) months.

ARTICLE XIII

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1993 and shall continue in effect until June 30, 1996, subject to the Association's right to negotiate over a successor agreement as provided herein as specified in Article II, Section A. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

B. Failure to Reach Agreement

Should the Association and the Board fail to reach an agreement by June 30th of any given year, any subsequent agreement will be retroactive to July 1 of the new contract year.

C. Status of Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective secretaries, on the day and year first written above.

KINNELON EDUCATION
SECRETARIES ASSOCIATION

Margaret Sturhoff 7/1/93
President Date

Colissa Poland 7/1/93
Secretary Date

KINNELON BOARD OF EDUCATION

President Date

Secretary Date