

Contract no 610

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF OAKLAND

AND

THE OAKLAND EDUCATIONAL SECRETARIES ASSOCIATION

FOR SCHOOL YEARS

1989-1990

1990-1991

1991-1992

LIBRARY
INSTRUCTIONAL MANAGEMENT
1989

FUJIGERS UNIVERSITY

TABLE OF CONTENTS

	<u>PAGE</u>
INTRODUCTION	1
ARTICLE I Recognition	2
ARTICLE II Grievance Procedure	3
ARTICLE III Annual Agreement, Contract Periods, Salary Base	3 3
ARTICLE IV Health Benefits	3-4
ARTICLE V Dental Plan	4
ARTICLE VI Tuition Assistance	4
ARTICLE VII Job Qualifications	4
ARTICLE VIII Tenure	5
ARTICLE IX Transfer	5
ARTICLE X Work Schedules	5
ARTICLE XI Overtime	6
ARTICLE XII Personal Days	6
ARTICLE XIII Sick Leave	6-7
ARTICLE XIV Bereavement Leave	7
ARTICLE XV Paid Holidays and Recess Periods	7-8
ARTICLE XVI Vacations	8
ARTICLE XVII Child-Rearing Leave	8-9
ARTICLE XVIII Layoffs	9
ARTICLE XIX Substituting	9
ARTICLE XX Agency Shop	9-10
ARTICLE XXI Reimbursement of Unused Sick Leave	10
ARTICLE XXII Stipend	10
ARTICLE XXIII Service Award	10
ARTICLE XXIV Nonwaiver	11
ARTICLE XXV Duration	11
SALARY GUIDE 1989-1990 (Schedule A-1)	12
SALARY GUIDE 1990-1991 (Schedule A-2)	13
SALARY GUIDE 1991-1992 (Schedule A-3)	14
GRIEVANCE PROCEDURE (Schedule B)	15-18

AGREEMENT

Made this day of , 1989 BY AND

BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF OAKLAND,
a body corporate and politic, hereinafter referred to as
"Board"

AND

THE OAKLAND EDUCATIONAL SECRETARIES ASSOCIATION,
hereinafter referred to as "Association."

W I T N E S S E T H:

WHEREAS, the parties herein have heretofore been
conducting negotiations concerning the terms and conditions of
employment of Association and Board and an agreement has been
reached between the parties.

NOW, THEREFORE, it is covenanted and agreed by and
between the parties as follows:

ARTICLE I

RECOGNITION

The Board recognizes the Association as the negotiating agent for educational secretaries in the Oakland Public Schools.

Unit Definition is as follows:

Superintendent's Office	Assistant Secretary to Superintendent Secretary to Assistant Superintendent
Board Secretary/Business Administrator's Office	Bookkeeper Assistant Secretary to Board Secretary/Business Administrator (10 months)
Valley Middle School	Secretary to Principal Secretary to Vice Principal Assistant Secretary to Principal, Vice Principal and Guidance Department
Dogwood Hill School	Secretary to Principal Assistant Secretary to Principal (10 months)
Heights School Office	Secretary to Principal Assistant Secretary to Principal (10 months)
Manito School Office	Secretary to Principal Assistant Secretary to Principal (10 months)
Special Services Office	Secretary to Special Services Director Assistant Secretary to Special Services Director (3 days per week - 2 days for Oakland Board of Education and 1 day under Federal Program Grant (10 months)
District Reading and Math Office	Secretary to Reading and Math Directors

Unit Definition does not preclude the Board of Education from adding or deleting secretarial positions.

If a secretary is hired under grant funding, salary will be in accordance with the grant.

ARTICLE II

GRIEVANCE PROCEDURE

The Grievance Procedure shall be that as set forth in Schedule B, which is annexed hereto, made a part hereof, and incorporated herein by reference as though set forth at length.

ARTICLE III

ANNUAL AGREEMENT, CONTRACT PERIODS, SALARY BASES

The Board shall negotiate a successor agreement as to salary and terms and conditions of employment with the Oakland Educational Secretaries through the Oakland Educational Secretaries Association. Secretaries shall be hired, and contracts issued, on a 12-month basis, July 1 through June 30, except in instances where the nature of the work is limited to the academic school year. In the latter event, 10-month contracts will be issued, September 1 through June 30.

ARTICLE IV

HEALTH CARE BENEFITS

The Board covenants and agrees to cover all full-time secretaries only and their dependents only in the New Jersey State Health Benefits Plan (Laws of 1964, Chapter 125) or other plan providing equal coverage. Said plan includes hospitaliza-

tion, medical-surgical coverage, Rider J and major medical coverage.

ARTICLE V

DENTAL PLAN

The Board covenants and agrees to cover all full-time secretaries only and their dependents only, in the Connecticut General Insurance Company Plan or other plan providing equal to or better than existing coverage. This plan includes Preventive Diagnostic 100%; Remaining Basic Benefits at 80% of UCR; Prosthodontic 50% of UCR (maximum yearly benefits of \$1,000); Orthodontic 50% (maximum \$1,200 - per person).

ARTICLE VI

TUITION ASSISTANCE

Each secretary shall be eligible to receive financial assistance for courses or workshops of value to the school system. Applications for assistance may be initiated by a secretary or an administrator, subject to the approval of the Superintendent of Schools and the Board of Education.

ARTICLE VII

JOB QUALIFICATIONS

Secretaries and clerks shall have such training and skills as may be required to successfully carry out the requirements of the job.

ARTICLE VIII

TENURE

In accordance with state law (N.J.S.A. 18A:17-2), all secretaries shall be granted tenure after three years of successful service. Such tenure begins the first day of the fourth year of service.

ARTICLE IX

TRANSFER

Any secretary who is to receive a transfer of assignment shall be notified prior to public or official announcement of the transfer.

ARTICLE X

WORK SCHEDULES

Secretaries shall work a seven (7) hour day, exclusive of one (1) hour for lunch. During the summer, for a consecutive seven (7) week period, secretaries with twelve (12) month contracts shall work a six (6) hour day, exclusive of one (1) hour for lunch. The Superintendent will establish the commencement date of the seven (7) week period and so notify the secretaries not later than June 15.

ARTICLE XI

OVERTIME

All assigned duties beyond the regular work day shall be emergency only, compensated by regular hourly rate up to forty (40) hours and one and one half (1-1/2) thereafter.

ARTICLE XII

PERSONAL DAYS

Upon recommendation of their immediate supervisor and with approval of the Superintendent, secretarial personnel shall be granted two (2) personal leave days per year with no deduction in salary. However, any personal days not utilized during the school year may be redeemed at the end of the school year at \$60.00 for one (1) day or \$65.00 per day for two (2) unused personal business days. No oral or written reason is required, but advance notification of one (1) week is necessary in order to allow time for obtaining substitutes.

ARTICLE XIII

SICK LEAVE

A total of twelve (12) sick leave days per year will be granted to full-time (i.e. twelve-month) secretaries, with any unused portion accumulated. A total of ten (10) sick leave days per year will be granted to ten (10) month secretaries, with any unused portion accumulated. When an employee under tenure has used up all accumulated sick leave and is absent because of

extended illness, the employee may be paid the difference between the specified salary and the cost of a substitute for such a length of time as may be determined by the Board of Education in each individual case, upon the recommendation of the Superintendent and approval of the Board. The deduction will be based upon the prevailing daily substitute rate for each day of absence. The number of sick leave days per year which shall be available to secretaries who are employed after July shall be prorated according to the number of months remaining in the school year times one (1) day per month.

ARTICLE XIV

BEREAVEMENT LEAVE

Employees shall be granted leave with pay for bereavement of a member of the immediate family of the employee or spouse. The leave shall begin on the date of death and shall extend through the day following burial. Immediate family of the employee or spouse shall be defined as son, daughter, wife, husband, mother, father, sister, brother, grandparents or grandchildren. Extensions of such leave may be granted at the discretion of the Superintendent and the Board.

ARTICLE XV

PAID HOLIDAYS AND RECESS PERIODS

Except in emergencies, secretaries with twelve (12) month contracts shall be granted the same paid holidays and recess

periods during the academic school year as are granted teachers. Secretaries with ten (10) month contracts shall work from September 1 to June 30. They shall be granted the same paid holidays and recess periods during the academic school year as are granted teachers.

ARTICLE XVI

VACATIONS

All full-time secretarial personnel with twelve (12) month contracts shall be granted the following vacation:

After completing the first year:	2 weeks vacation
After 5 years of service:	3 weeks vacation
After 11 years of service:	3 weeks plus 2 days
After 12 years of service:	3 weeks plus 4 days
After 13 years of service:	4 weeks vacation

Secretaries will be granted credit for all system-wide time from previous jobs for credit toward vacation.

ARTICLE XVII

CHILD-REARING LEAVE

The Board will grant a leave of absence without pay for child rearing to any regularly employed secretary who has been employed three years or more, upon written request for such leave. Such leave of absence shall be for a maximum period of two (2) years. The application shall be filed as soon as possible after

pregnancy is determined. The above policy shall be applicable to any secretary adopting an infant six (6) months of age or younger.

ARTICLE XVIII

LAYOFFS

The seniority of all secretaries now covered or hereafter coming under the coverage of this Agreement shall be computed from the date of their employment as unit members by the Board of Education. Tenured secretaries in the same position as non-tenured secretaries will have seniority over non-tenured secretaries in the event of a layoff or the abolishment of a position.

ARTICLE XIX

SUBSTITUTING

A secretary covering a desk at a higher rate shall be paid the rate for the desk she is covering after a period of twenty (20) days, new rate to be retroactive.

ARTICLE XX

AGENCY SHOP

Full-time secretaries who are not members of the Oakland Educational Secretaries Association shall be subject to "Agency Shop" payroll deductions to the maximum of law for affiliated local, county and state organizational dues. The Association shall indemnify and save the Board harmless from any claims

resulting from the failure of the Association to properly transmit these funds.

ARTICLE XXI

REIMBURSEMENT FOR UNUSED SICK LEAVE

Each secretary eligible for retirement under P.E.R.S. will be reimbursed for unused sick leave days at the rate of \$50.00 per day up to a maximum of \$5,000.00 per retiree. This benefit shall be paid within thirty (30) days of the last date of employment, except that at the option of the secretary, the benefit may be paid at any other date. In the event of death of the secretary prior to collecting the full benefits, the estate of the secretary shall be paid the remainder of the benefits.

ARTICLE XXII

STIPEND

A stipend of \$1,000.00 per year will be granted for additional responsibilities as Transportation Coordinator.

ARTICLE XXIII

SERVICE AWARD

After completion of ten (10) years of service in the district, each employee shall be paid an additional \$300.00. After completion of fifteen (15) years of service in the district, each employee shall be paid an additional \$500.00.

ARTICLE XXIV

NONWAIVER

The failure of either party to exercise any right it may have shall not constitute a waiver of that right.

ARTICLE XXV

DURATION

All terms and conditions of employment as set forth in Board Policy shall be adhered to for the duration of this Agreement.

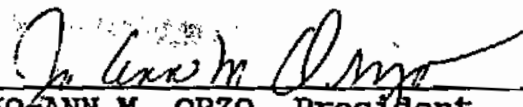
This Agreement shall be in effect from July 1, 1989 to June 30, 1992.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

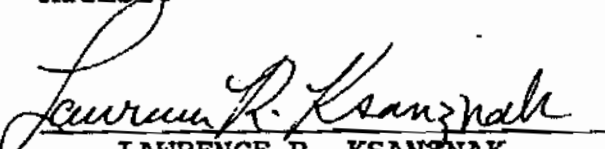
ATTEST:


FRANK BUONO, Board Secretary

THE BOARD OF EDUCATION OF THE
BOROUGH OF OAKLAND

By: 
JO ANN M. ORZO, President

ATTEST:


LAWRENCE R. KSANZNAK
Superintendent of Schools

OAKLAND EDUCATIONAL SECRETARIES
ASSOCIATION

By: 
LORRAINE MURRAY, President

Dated: October 2nd, 1989

Dated: October 2nd, 1989

sd:132

SCHEDULE A-1

SECRETARIES SALARY GUIDE 1989-1990

<u>New Step</u>	<u>10 Months Assistant Secretary</u>	<u>12 Months Assistant Secretary</u>	<u>12 Months Secretary</u>
1	\$16,256	\$19,508	\$20,043
2	16,662	19,995	20,530
3	17,068	20,482	21,017
4	17,474	20,970	21,504
5	17,880	21,457	21,991
6	18,286	21,944	22,478
7	18,692	22,431	22,965
8	19,098	22,918	23,452
9	19,504	23,405	23,939
10	19,910	23,892	24,426
11	20,316	24,379	24,913
12	20,722	24,866	25,400
13	21,128	25,353	25,887
14	21,534	25,840	26,374

SCHEDULE A-2

SECRETARIES SALARY GUIDE 1990-1991

<u>New Step</u>	<u>10 Months Assistant Secretary</u>	<u>12 Months Assistant Secretary</u>	<u>12 Months Secretary</u>
1	\$18,096	\$21,715	\$22,250
2	18,502	22,202	22,737
3	18,908	22,689	23,224
4	19,314	23,176	23,711
5	19,720	23,663	24,198
6	20,126	24,150	24,685
7	20,532	24,637	25,172
8	20,938	25,124	25,659
9	21,344	25,611	26,146 +300 + 500
10	21,750	26,098	26,633
11	22,156	26,585	27,120
12	22,562	27,072	27,607
13	22,968	27,559	28,094

SCHEDULE A-3

SECRETARIES SALARY GUIDE 1991-1992

<u>New Step</u>	<u>10 Months Assistant Secretary</u>	<u>12 Months Assistant Secretary</u>	<u>12 Months Secretary</u>
1	\$19,826 <i>DD</i>	\$23,791	\$24,364
2	20,261	24,312	24,885 <i>EG</i>
3	20,696 <i>SM 70%</i>	24,833	25,406 <i>RP</i>
4	21,131 <i>MG MR (3/5)</i>	25,354 <i>ML + 300</i>	25,927 <i>CB + 1000 R.C.</i>
5	21,566 <i>A. FAY</i>	25,875	26,448
6	22,001	26,396	26,969 <i>NV</i>
7	22,436	26,917	27,490
8	22,871	27,438	28,011
9	23,306	27,959	28,532 <i>AS + 300 + 500</i>
10	23,741	28,480	29,053 <i>LM + 600</i>
11	24,176	29,001	29,574
12	24,611	29,522	30,095 <i>LK + 600 ES + 600</i>

BOARD OF EDUCATION
OAKLAND, NEW JERSEY

SCHEDULE B

GRIEVANCE PROCEDURE

The term "grievance" means a complaint by any employee that, as to him/her, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

- (a) the failure or refusal of the Board to renew the contract of a non-tenured employee;
- (b) in matters where the Board is without the authority to act.

In the following instances, an employee shall have the right to invoke the grievance procedure up to the hearing before the Board of Education, and upon a determination being made by the Board, the procedure thereafter shall be by petition filed with the Commissioner of Education:

- (a) in matters where a method of review is prescribed by law or by any rule, regulation, or bylaw of the State, Commissioner of Education, or the State Board of Education;
- (b) in matters where the Board contends that it has the sole and unlimited discretion to act;
- (c) in matters where the discretion of the Board may not be unlimited but where after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

The term "employee" shall mean any regularly employed individual receiving compensation from the Board but shall not include the Superintendent.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees association, or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this School District.

The term "party" means an aggrieved employee, his immediate supervisor, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

Time limits may be extended in the event of vacation periods or other school closings.

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) days of the occurrence complained of, or within thirty (30) calendar days after he/she would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in the appeal. A minority organization shall not have the right to present or process a grievance.

4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. An employee shall first discuss his/her grievance orally with his/her immediate superior (department head, supervisor or principal). Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) days of said hearing.

6. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in paragraph 5 above, the employee shall submit his/her grievance to the Superintendent of Schools in writing, specifying:

- (a) The nature of the grievance;
- (b) The results of the previous discussions;
- (c) The basis of his/her dissatisfaction with the determination.

7. A copy of the writing called for in paragraph 6 above shall be furnished to the school principal and to the immediate superior of the aggrieved employee.

8. Within five (5) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within five (5) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

10. In the event of the failure of the Superintendent to act in accordance with the provisions of paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party, the dissatisfied party, within five (5) school days of the failure of the Superintendent to act within five (5) school days of the determination by him, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted by the appellant:

- (a) The writing set forth in paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

12. If the appellant, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within (30) days from the receipt of the grievance and shall in writing notify the employee, his/her representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

14. In the event an employee is dissatisfied with the determination of the Board, he/she shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968, as amended and supplemented.

A request for advisory arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

15. In the event a grievance should be filed by a principal or by an employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss his/her grievance initially with the Superintendent and if dissatisfied with the determination may appeal to the Board in accordance with the provisions herein set forth.

16. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within five (5) days of the issuance of said order, ruling or directive, or within five (5) days of the time when same should have been brought to the employee's attention, by filing with the Secretary of the Board a writing setting forth:

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the writing setting forth the above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of a grievance filed under the provisions of paragraph 16, the procedure shall be as set forth in paragraphs 12 and 13.

18. All employees shall be entitled to the full procedure hereinabove set forth.

sd:132