

❖ ARTICLE I ❖

RECOGNITION

- A. The **Board of Education of the Township of Jackson** (hereinafter referred to as the **Board**) recognizes the **Jackson Central Office Secretarial Association** (hereinafter referred to as **JCOSA**) as the official and exclusive bargaining agent for collective negotiations concerning salaries and terms and conditions of employment for the following non-certified secretarial, clerical, and record-keeping positions with Central Office responsibilities:

**Switchboard
Data Processing
Bookkeeping
Accounts Payable
Transportation
Purchasing
Facilities
Educational Services
Pupil Personnel Services
Funded Programs
Security and Attendance
Child-Care Program
Payroll
Basic Skills
Athletics
Homebound
*Community School***

Excluded: (Confidential/Managerial)

**Secretary to the Superintendent
Secretary to the Assistant Superintendent
Secretary to the Director of Personnel
Secretary to the Director of Staff Development/Affirmative Action/
Personnel
Secretary to the Director of Pupil Personnel Services
Secretary to the Secretary to the Board of Education
Bookkeeping Specialist
Payroll Specialist**

B. Definition

Unless otherwise indicated, the term “secretary” when used hereinafter in this agreement, shall refer to all employees represented by the **JCOSA** as defined in the Recognition clause, and references to female employees, include male employees and conversely.

❖ARTICLE II❖

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Procedure

The parties agree to enter into collective negotiations in a good faith effort to reach agreement on matters concerning salary and terms and conditions of secretaries’ employment. Any agreement so negotiated shall apply to all secretaries, be reduced to writing, be signed by the **Board** and the **Association**.

B. Modification

This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

❖ARTICLE III❖

COMPLIANCE-MASTER AGREEMENT

Any individual contract between the **Board** and any individual secretary, 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 Master Agreement, the Master Agreement, for its duration, shall be controlling.

❖ARTICLE IV❖

REPRESENTATION FEE

A. The **Association** shall, on or before September 30, deliver to the **Board** a written statement containing the following:

1. A statement that the **Association** has determined the amount of representation fee in accordance with the formulated requirements of NJSA 34:13A-5.4.
2. A statement that the **Association** has established a demand and return system in accordance with requirements of NJSA 34:13A-5.4.
3. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessment.
4. A list of all employees who have failed to arrange for and become members of the **Association** and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

B. Beginning with the first full pay period in November, the **Board** will commence deductions from salaries of such non-members as defined in Subsection A.4. above in accordance with Section C. below of the full amount of the representation fee and will promptly transmit the amount so deducted to the **Association**.

C. **Payroll Deduction Schedule**

The **Board** will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks.

1. In November, or thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the

resumption of the employee's employment in a bargaining unit position, whichever is later.

2. The mechanics for deduction of representation fees and the transmission of such fees due to the **Association**, as nearly as possible, shall be the same as those used for the deduction of regular membership to the **Association**.
- D.** On or about the last day of each month, beginning with the month this Agreement becomes effective, the **Board** will submit to the **Association**, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, starting salaries, and dates of employment for all such employees.
- E.** The **Association** hereby agrees to indemnify, defend, and save harmless the **Board** from any claim, suit or action of any nature whatsoever which may be brought at law or equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement provided the **Board** has fully complied with the requirements contained herein. In addition, the **Board** shall be required to make available any and all public records necessary for such defense.

❖ ARTICLE V ❖

JUST CAUSE

The **Board** and the **JCOSA** agree that no secretary shall be reprimanded or disciplined without just cause. Grievances involving reprimands or discipline shall not be arbitrable, if the dispute replaces or is inconsistent with an alternate statutory appeal procedure applicable to employees under tenure.

❖ ARTICLE VI ❖

SECRETARIAL WORK DAY/WORK YEAR

- A.** The **Board** and the **JCOSA** agree that all secretaries shall be employed under twelve (12) month contracts effective July 1st and terminating on June 30th, of each year.

- B.** The **Board** and the **JCOSA** agree that the secretarial work year shall be as follows: Secretaries will be on duty, with the exception of previously arranged and approved vacation schedules, in the summer months. Summer months are defined as all days occurring between the **last teacher work day of one school year** and the **first teacher work day of the subsequent school year**.
- C.** During the school year, from the first teacher work day until the last teacher work day, secretaries will follow the teachers' calendar.
1. **Winter Hours**

Eight (8) hours per day including one (1) hour lunch as required by position responsibilities and as approved by supervisor.
 2. **Summer Hours**

Six (6) hours per day, **starting the first Monday after the last day of school and ending with the Monday before Labor Day**, which shall include one-half (1/2) hour lunch. Summer hours may also include a four (4) day flexible schedule as developed between the parties and subject to approval of the Superintendent of Schools.

❖ARTICLE VII❖
VACATION SCHEDULES

- A.** The **Board** agrees that all members of **JCOSA** shall be entitled to the following vacation time:
- All **JCOSA** members, hired after July 1st in any year, will be entitled to .85 of a day's vacation per month for each full month worked that year. This vacation time may not be used until July 1st or after in the following year.
- | | |
|----------------|---|
| 10 Days | After completion of one (1) year of consecutive service |
| 15 Days | After completion of five (5) years of consecutive service |
| 20 Days | After completion of ten (10) years of consecutive service |
| 25 Days | After completion of seventeen (17) years of consecutive service |

The above paid vacation may be taken any time, including when school is in session, but subject to the prior approval of the immediate supervisor.

- B.** Any day which is normally scheduled as a non-work day according to the teachers' calendar, wherein the immediate supervisor requires the presence of a secretary in the office, the secretary will be compensated at an overtime rate of pay.
- C.** The **Board** agrees that all members may carryover ten (10) unused vacation days for use in the next contract year.
- D.** The parties agree that total pro-rated cash payment for accumulated earned vacation time (accumulated during a particular year) shall be paid to any secretary who resigns or retires prior to the completion of the contract year, as long as proper written notice, sixty (60) days, has been given to the Director of Personnel.
- E.** *The Board agrees to buy back a maximum of 10 (ten) vacation days, at the member's request, at the members current rate of pay.*

❖ ARTICLE VIII ❖

FRINGE BENEFITS

A. Longevity

JCOSA members shall receive a longevity increment after the following years of consecutive service in the Jackson School District, which shall be added to and made part of the regular monthly salary payment.

Ten (10) years	\$1,000.
Fifteen (15) years	\$1,250.
Twenty (20) years	\$1,500.
Twenty-five (25) years	\$1,750.

B. Medical Insurance

1. The **Board** shall provide 100% of the coverage plans, up to and including full family coverage, for New Jersey Blue Cross/Blue Shield/Rider J

Prevailing Fee Plan (UCR) and Major Medical Insurance, and shall be subject to change only at the discretion of Blue Cross/Blue Shield. Yearly and lifetime maximum benefits shall be \$100,000 yearly and unlimited lifetime.

2. When both a husband and wife from the same household are employed by the **Board**, the **Board** will self-insure one (1) spouse to provide for coordinated family plan benefits up to an annual cost that does not exceed the annual family plan premium cost.
3. The dependent coverage through December of the 23rd year rider shall be included in the insurance program.
4. The BC/BS mandatory second opinion program for elective surgery shall be effective July 1, 1990.
5. Employees may elect to enroll in an HMO Program. Employer contribution to equal health benefit premium per employee. Further, parties will agree to limit the district in participating in only one program, HMO Blue.

C. Dental Insurance

1. The **Board** will pay the cost of the enrolled plans, up to and including full family coverage for one (1) family member per household for New Jersey Dental Service Plan, Inc.
2. When both a husband and wife from the same household are employed by the **Board**, the **Board** will self-insure the spouse and/or dependents of an enrollee in the Dental Plan by paying to any claimant spouse and/or dependent the amount that would have been received had both the enrolled employee and his/her spouse been enrolled for full family coverage of dental insurance.
3. The Basic portion of the dental insurance program shall be an 80%-20% plan. The maximum benefit for orthodontics shall be \$1,000. per year. In the second and third years of the Agreement, the employee will pay a \$25.00/\$75.00 deductible which is not applicable to preventive and diagnostic procedures (\$25.00 single/\$75.00 family).

- D.** The **Board** will pay the premium cost for prescription insurance up to and including full family coverage for one (1) family member per household. (Six dollars (\$6.00) co-pay for contraceptives for the name brand and three dollars

(\$3.00) co-pay for the generic brand.) In the second and third years of the Agreement, the co-pay amounts shall go from \$6.00/\$3.00 to \$10.00/\$5.00.

E. Upon retirement after twenty-five (25) years of service employees will have the right to continue enrollment in any or all of the insurance plans listed in Sections B., C., and D. above, not covered by the State Pension Program, at the employee's expense.

F. Employees who retire from the School District shall be entitled to convert to unused accumulated sick leave days, and effective January 1, 1988, unused personal leave days accumulated from September 1, 1987, and each year thereafter to severance pay in accordance with the following rules:

1. The **Board** must receive written notice of the employee's intent to retire at least sixty (60) days prior to the retirement date, except in cases of emergency.
2. Days accumulated prior to 6/30/93 will be compensated upon retirement at the rate of \$40.00/day. Days accumulated after 7/1/93 shall be compensated upon retirement at the rate of:

\$55.00 in 2002/2003

\$60.00 in 2003/2004

\$65.00 in 2004/2005

If an employee uses accumulated sick days for sick leave, those days banked after 7/1/93 shall be charged first.

3. Accumulated personal leave days may only be used for conversion to severance pay *at a rate equal to sick days*.

G. Upon the death of an employee with ten (10) years or more consecutive service in Jackson, the above benefit shall be paid to the employee's estate.

H. Each **JCOSA** member shall have the right to attend any classes held by the Community Continuing Education Program free of charge.

I. Professional days may be taken upon recommendation and with prior approval of immediate supervisor and Superintendent.

- J. An employee may elect to waive any and all of his/her insurance coverage. If such a waiver is exercised, the employee shall receive a cash payment agreed upon by the parties which is equal to thirty-four (34%) percent of the savings which accrues to the **Board** as a result of the waiver. Employees wishing to re-enter coverage due to a change in life situation, may do so without penalty to the employee.

The **Board** will file the necessary IRS-125 Waiver.

Payment shall be made to the employee annually in the second paycheck each June.

- K. The Board shall pay any JCOSA member who attends job-related workshops after hours with Supervisor's and Superintendent's prior approval at a time and one-half rate.
- L. *VSP Individual Optical Plan to be paid by the employee on a per month basis on annual enrollment only.*

❖ ARTICLE IX ❖

PERSONNEL RECORDS

The **Board** agrees that any employee shall have the right, upon request for appointment, to review the contents of his/her personnel file and to receive one copy of any document contained therein. No document or communication of any kind shall be placed in any personnel file without full knowledge of the employee and full opportunity to attach comments and/or rebuttal evidence or statements.

❖ ARTICLE X ❖

LEAVES OF ABSENCE

- A. Death

Employees shall be granted up to five (5) days per occurrence in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, grandchildren and any other members of the family unit living in the same household. Employees shall be granted up to two (2) days per occurrence in the event of an employee's relative outside the employee's household. The above days may not be split when the office is closed for four (4) or more consecutive days.

B. Personal Leave Days

All full-time employees are permitted absence with pay for personal reasons, three (3) days (non-cumulative). These absences shall be with prior approval of the immediate supervisor. However, unused personal days may be banked yearly and treated as sick days at retirement as per Article VIII F.

Definition

Personal days will be defined as those days an employee will be absent during the work day for which personal matters cannot be taken care of other than on work time, i.e., house closing, emergencies, religious holidays, etc. All requests for personal days must be submitted, through the immediate supervisor, five (5) days in advance. Five (5) days' prior notification to the supervisor will be waived only in emergency situations with the approval of the Superintendent's Office. Reasons for emergency absences must be stated. Reasons must be given when applying for a personal day to be taken on Monday or Friday; on the day before or after a holiday; and after a person has used up his/her total accumulated sick days. Personal days may be used for religious days.

C. Good Cause

Other leaves of absence without pay may be granted by the **Board** for good reason at the discretion of the **Board**.

D. Return from Leave (Benefits)

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return.

E. Extension and Renewals

All extensions, or renewals, of leaves shall be applied for, in writing, and shall be granted or denied in writing.

❖ ARTICLE XI ❖

DEDUCTIONS FROM SALARY

Tax-sheltered annuities and/or savings bonds arrangements can be made by all employees through the **Board** Office to obtain tax-sheltered annuities and/or government savings bonds, in accordance with **Board** policy and practice.

❖ ARTICLE XII ❖

GRIEVANCE PROCEDURE

A. Definitions

1. It is understood and agreed between the parties that a grievance shall be defined as any dispute arising over the interpretation or application of any particular terms of this Agreement entered into between the **Jackson Township Board of Education** and the **Jackson Central Office Secretarial Association**.
2. It is understood and agreed between the parties that Steps One through Three may be utilized concerning any dispute arising over the interpretation, application and violation of policy or administrative decision affecting an employee.
3. Any employee represented by the **Association** having such a grievance is under obligation to follow proper procedures in an attempt to satisfy his/her grievance and in doing so he/she shall be assured freedom from prejudicial action, restraint, interference, coercion, discrimination or reprisal in presenting the grievance.

4. Days when used herein shall mean days when school is in session unless otherwise indicated. Failure by the **Board** or any representative of the **Board** to meet the deadlines established in the grievance procedure shall allow the grievance to be automatically moved to the next level. Failure by the **Association** to meet the deadlines established in the grievance procedure shall cause the grievance to be waived.
5. Upon request by the aggrieved, the supervisor, at Steps One and Two of this procedure, may hold a hearing at which the aggrieved may have the opportunity to orally support the written grievance.

B. Procedure

Step One

Any employee having a grievance must first present his/her complaint, in writing, to the supervisor and the **Association** within ten (10) calendar days of the date of the occurrences of the grievance specifying:

1. the nature of the grievance;
2. the nature and extent of the injury, loss or inconvenience;
3. the result of previous discussions;
4. the relief sought.

The supervisor shall then communicate his decision to the employee and the **Association**, in writing, within ten (10) days of the receipt of the written grievance.

Step Two

If, within five (5) days after receipt of the decision at Step One, the aggrieved person is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days after presenting the written grievance at Step One, the **Association** shall refer it to the Superintendent of Schools, in writing, specifying the individual's dissatisfaction with the decision previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) days. The Superintendent of Schools shall communicate his decision, in writing, to the employee, and the **Association**.

Step Three

If the grievance is not resolved to the employee's satisfaction, he/she, no later than ten (10) days after receipt of the Superintendent's decision, or if no decision has been rendered within eleven (11) days after presenting the grievance to the Superintendent, may request a review by the **Board of Education**. The request shall be submitted, in writing, through the Superintendent of Schools who, within, five (5) days, shall attach all related papers and forward the request to the **Board of Education**. The **Board**, or a committee thereof, shall review the grievance and shall, if requested, hold a hearing with the employee and render a decision, in writing, to the employee and the **Association**, within thirty (30) calendar days of transmittal of the grievance to the **Board**.

Step Four

1. If the decision of the **Board** does not resolve the grievance to the satisfaction of the employee and the employee wishes review by a third party, he/she shall file a request, in writing, within ten (10) days that the **Association** submit the grievance to arbitration. If the **Association** determines that the grievance is meritorious, it may file a request for arbitration with the Public Employment Relations Commission (PERC) within fifteen (15) days after receipt of the request from the aggrieved. The rules and procedures of PERC shall be used in selecting the arbitrator, conducting hearings and transmitting awards.
2. The arbitrator shall limit himself to the issue submitted to him as well as the definition of grievance contained herein 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 decision of the arbitrator in connection with the said grievance as defined above shall be final and binding upon both parties for the duration of this Agreement.
3. The parties shall share the arbitrator's cost equally. All other costs shall be borne by the party incurring such costs.

C. Employee Representation

Any employee presenting such a grievance may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative selected or approved by the **Association**.

D. Group Grievance

1. Grievances affecting a group or class of employees limited to Central Office will be initiated at the Superintendent's level.
2. Group grievances will identify the number of grievants, the class of individual, and the titles of the positions affected.

E. Personnel Records

All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.

❖ ARTICLE XIII ❖

STATUTORY SAVINGS CLAUSE

Nothing contained herein shall be construed to deny or restrict to any employees such rights as he/she may have under the New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

❖ ARTICLE XIV ❖

REQUIRED MEETINGS OR HEARINGS

Whenever any employee is required to appear before the Superintendent's Office concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining hereto, then he/she shall be given a prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the **Association** present to

advise and represent him/her, during such meeting or interview. Any suspension of an employee pending charges shall be with pay.

❖ ARTICLE XV ❖

BOARD RIGHTS CLAUSE

The **Board** reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of state law, retains the right, subject only to the limitations imposed by this Agreement in accordance with applicable laws and regulations to manage and direct on behalf of the public all of the operations and activities of the school district.

❖ ARTICLE XVI ❖

POSTING

Posting of all vacancies included in this bargaining unit shall include the specific position title and salary range level, and shall be posted for a period of not less than seven (7) work days prior to the final date for submission of applications.

❖ ARTICLE XVII ❖

SALARY PROVISIONS

A. Promotional Increases

1. No salary increase shall result from any lateral reassignment or transfer whether voluntary or involuntary.
2. The **Board of Education** and **JCOSA** recognize that there are *eight (8)* positions formally known as Specialists (Level 6) that require a greater expertise and more specific skills than the other positions covered in this Agreement. These positions are:

**District Technology Services Specialist
Security Specialist
Facilities Specialist
Payroll Specialist
Purchasing Specialist
Child Care Office Manager**

Whenever one of these positions is vacated, a member who is promoted to that position shall be given a one-time promotional raise equal to a higher step on the salary guide closest to, but not less than, \$2,000. more than their current step on the salary guide.

The Board has the right to consider and approve title changes and salary increases for JCOSA members with the approval of their Supervisor to a Specialist position, if they meet the criteria of such position. Salary increases will be in accordance with Paragraph 2 of this section.

B. Salary Increases

See **Schedule A - JCOSA Salary Guide – 2002 – 2005.**

4.5% - 2002/2003

4.5% - 2003/2004

4.5% - 2004/2005

C. Disagreements regarding the appropriateness of the classification category of any job may be submitted to the grievance procedure at the Superintendent's level.

D. *Homebound Secretary to be pro-rated with Step 1 of the COSA guide:*

\$12.88 – 2002/2003

\$12.94 – 2003/2004

\$13.00 – 2004/2005

❖ARTICLE XVIII❖

SENIORITY RIGHTS FOR JCOSA MEMBERS

- A. Members shall achieve layoff seniority rights based on date of employment in a specific area. (Examples: Payroll, Bookkeeping, etc.)
- B. If there is a reduction in force due to economic reasons, the last person hired would be the first laid off within a specific area. If there is a job opening, employees will be recalled in reference to order of layoff in a specific area.

DURATION

This Agreement shall be effective from July 1, **2002**, and shall continue until June 30, **2005**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries on the _____day of _____, **2002**.

**FOR THE JACKSON CENTRAL
OFFICE SECRETARIES ASSOCIATION**

**FOR THE JACKSON TOWNSHIP
BOARD OF EDUCATION**

President

President

Secretary

Secretary

SCHEDULE A
JCOSA SALARY GUIDE
2002 - 2005

STEP	2001	STEP	2002/2003	STEP	2003/2004	STEP	2004/2005
						1	\$24,960
				1	\$24,842	2	\$25,960
		1	\$24,729	2	\$25,842	3	\$27,005
1	\$24,620.85	2	\$25,729	3	\$26,887	4	\$28,096
2	\$25,767.37	3	\$26,927	4	\$28,139	5	\$29,405
3	\$27,097.15	4	\$28,317	5	\$29,591	6	\$30,922
4	\$28,641.22	5	\$29,930	6	\$31,277	7	\$32,684
5	\$30,578.84	6	\$31,955	7	\$33,393	8	\$34,896
6	\$31,861.43	7	\$33,295	8	\$34,793	9	\$36,359
7	\$33,668.73	8	\$35,184	9	\$36,767	10	\$38,422

8	\$34,199.14	9	\$35,738	10	\$37,346	11	\$39,027
9	\$34,723.84	10	\$36,286	11	\$37,919	12	\$39,626
10	\$37,404.49	11	\$39,088	12	\$40,847	13	\$42,685
11	\$38,443.59	12	\$40,174	13	\$41,981	14	\$43,871
12	\$40,574.39	13	\$42,400	14	\$44,308	15	\$46,302
13	\$43,269.91	14	\$45,217	15	\$47,252	16	\$49,378
14	\$43,775.18	15	\$45,745	16	\$47,804	17	\$49,955

NOTE: The above guide is based upon full-time employment. Persons employed on a part-time basis will receive a pro-rata share of the step on the guide based upon the percentage of full-time hours worked.

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**CONTRACT AGREEMENT
BETWEEN**

**JACKSON TOWNSHIP
BOARD OF EDUCATION**

AND THE

**JACKSON CENTRAL OFFICE
SECRETARIAL ASSOCIATION**

JULY 1, 2002 – JUNE 30, 2005