

Contract no. 1230

AGREEMENT

BETWEEN THE

UPPER SADDLE RIVER SECRETARIES' GROUP, INC.

AND THE

BOARD OF EDUCATION OF UPPER SADDLE RIVER

October 1990 -

June '92

Revised Copy

PREAMBLE

This Agreement entered into this 12<sup>th</sup> day of November 1990 by the Board of Education of Upper Saddle River, New Jersey, hereinafter called the "Board", and the Upper Saddle River Secretaries' Group, Inc., hereinafter called the "Secretaries".

WITNESSETH:

Whereas, both parties have a mutual obligation to negotiate with each other, pursuant to N.J. Employer/Employee Relations Act, with respect to the terms and conditions of employment, and

Whereas, the parties have reached certain understanding which they desire to confirm in this Agreement.

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

ARTICLE I

RECOGNITION

A. Unit

The board hereby recognizes the Upper Saddle River Secretaries' Group, Inc. as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment on behalf of all secretaries, clerical teacher aides, library clerks, payroll clerk, accounts payable clerk, switchboard operators, excluding Secretary to Superintendent and Secretary to Board Secretary, in accordance with salary classifications.

B. Definition of Employee

Unless otherwise indicated, the term "secretaries", when used hereinafter in this Agreement, shall refer to all employees represented by the Upper Saddle River Secretaries' Group, Inc. in the negotiating unit as above defined.

ARTICLE II

GRIEVANCE PROCEDURE

A. DEFINITION -

1. The term "grievance" as used herein means any controversy arising over the interpretation, application or alleged violation of the express terms of this Agreement, or policies or administrative decisions which affect terms and conditions of employment, and may be raised by an individual unit employee, a group of unit employees, or the Association on behalf of an individual unit employee or a group of individual unit employees.

B. PURPOSE

The purpose of this grievance procedure is to secure a solution to grievances as herein defined. The parties agree that grievances should be resolved at the lowest possible administrative level. Therefore, no grievance shall by-pass any step of the grievance procedure except as expressly provided herein and any failure to prosecute a grievance within the time periods provided shall constitute an absolute bar to relief and shall stop the grievant from prosecuting his grievance in any forum thereafter. This grievance procedure constitutes the sole and exclusive methods for raising and disposing of controversies within the definition of the term.

C. PROCEDURE

STEP ONE

The aggrieved shall institute action in writing, under the provisions hereof, within seven (7) calendar days after the event giving rise to the grievance has occurred, and an earnest effort shall be made to settle the differences between the aggrieved employee and his next immediate superior who is not in the bargaining unit, for the purposes of resolving the matter informally. Failure to act within seven (7) calendar days shall be deemed to constitute an abandonment of the grievance. The immediate superior shall render a decision, in writing, within seven (7) calendar days after receipt of the grievance. The written grievance must identify the grievant by name(s) and be signed by him/her (them) and the Secretaries. It must set forth a statement of the facts constituting the grievance, the approximate time and place of occurrence of the facts leading to the grievance, the names of the Board representatives whose action or failure to act forms the

basis of the grievance, the names of all witnesses the grievant intends to present, and the specific contract provision(s), if any, forming the basis of the grievance, and must set forth the remedy sought by the grievant. Any written grievance failing to comport with the foregoing requirements shall be null and void, need not be processed by the Board and shall constitute an abandonment of the grievance. The matters and persons specified and identified in a written grievance shall not be expanded upon or added to subsequent to its filing and the grievant shall be precluded from raising or presenting additional facts, witnesses, or contract provisions, thereafter, except with the express written consent of the Board.

STEP TWO -

In the event that the grievance is not resolved to the satisfaction of the aggrieved at Step One above, the grievance may be filed in writing with the Principal or his designee, within seven (7) calendar days. The Principal, or his designee, shall have seven (7) calendar days to respond to the grievance. If there is no Principal, the grievance should be filed with the next level of Supervisor instead.

STEP THREE -

In the event that the grievance is not resolved to the satisfaction of the aggrieved at Step Two above, the grievance may be filed in writing with the Superintendent of Schools, or his designee, within seven (7) calendar days. The Superintendent of Schools, or his designee, shall have seven (7) calendar days to respond to the grievance.

STEP FOUR -

If the grievance is not resolved to the satisfaction of the aggrieved at Step Three above, the aggrieved shall within fourteen (14) calendar days after the response from the Superintendent of Schools, or his designee, submit the grievance to the Board of Education. The Board of Education may hold a hearing on such grievance within thirty (30) days and shall render a decision within

(14) calendar days from the close of the hearing. If more time is needed, the Secretaries shall be notified. The decision of the Board of Education shall be final and binding upon the parties.

STEP FIVE -

For only those disciplinary grievances which, under the terms of Chapter 269, P.L. 1989, must be submitted to binding arbitration (reprimands and disciplinary increment withholding only) the Secretaries may, within ten (10) days of the decision in Step Four, submit the matter to the New Jersey State Board of Mediation. An arbitrator may be appointed pursuant to the Board of Mediation's arbitration rules. Any arbitrator appointed shall have no authority to alter, modify, or change this Agreement. He shall rule only on the issue presented to him, and shall do so by a written award, stating his reasons and conclusions of law and fact, and shall submit the award within thirty (30) days of the close of hearings.

D. MISCELLANEOUS -

1. The individual grievant shall have at his request a representative from the Secretaries to assist in the resolution of the grievance at such meetings and hearings. Requests for such representatives and any witnesses shall be made to the appropriate Principal, or his designee, in writing by no later than three (3) days prior to the date of any meeting or hearing, and meeting or hearing dates shall be scheduled considering the availability of all parties and witnesses and the needs of the Board.
2. In the event anyone designated to hear a grievance through the above procedure is a member of any N.J.E.A. bargaining unit, the Board shall either substitute a non-member at that Step, or have the grievant by-pass the Step and proceed to the next Step.

ARTICLE III

WORK SCHEDULE

SECRETARIES - 12 Month

Daily Work Hours - 8 A.M. to 3:30 P.M. with one-hour lunch period.

PAYROLL CLERK - 12 Month

Daily Work Hours - 8:30 A.M. to 4 P.M. with one-hour lunch period.

ACCOUNTS PAYABLE CLERK - 10 Month

Daily Work Hours - 8:30 A.M. to 4 P.M. with one-hour lunch period.

CLERICAL TEACHER AIDES - 180 X 5 hours/day

LIBRARY CLERKS - 180 X 7.5 hours/day, with one-hour lunch period.

SWITCHBOARD OPERATOR I - 12 Month

Daily Work Hours - School Year: 8 A.M. to 12 Noon  
Summer: 9 A.M. to 12 Noon

SWITCHBOARD OPERATOR II- 12 Month

Daily Work Hours - School Year: 11 A.M. to 4 P.M.  
Summer: 12 Noon to 3 P.M.

SUMMER HOURS

BOARD OFFICE- Employees shall work Summer Hours (9 A.M. - 3 P.M.) July 1st through August 31st with one-hour lunch period.

BUILDING EMPLOYEES - shall work Summer Hours (9 A.M. - 3 P.M.) with one-hour lunch period from the day after the teachers leave in June until the day teachers return in September.

VACATIONS - PAID

Ten non-cumulative working days' vacation shall be granted in a given year to an employee who has worked from one to 4 years prior to the year in question; 15 non-cumulative working days for 5 through 8 years of service; 20 non-cumulative working days for 9 years of service or more.

Anyone hired by September 1st and remaining after June 30th will be entitled to 10 working days vacation in the subsequent year of employment. Anyone hired by February 1st and remaining after June 30th will be entitled to 5 working days vacation in the subsequent year of employment. All vacations will be scheduled at the convenience of the school system and the approval of the Superintendent or the Board Secretary, as appropriate.

Vacation days must be taken in the year subsequent to that in which they have been accrued and are not cumulative.

HOLIDAYS

The following days are granted with pay:

- |  |                                      |
|--|--------------------------------------|
| 1 day - Christmas Day  | 1 day - New Year's Day               |
| 1 day - Independence Day                                     | 1 day - President's Day              |
| 1 day - Labor Day  | ** 1 day - Martin Luther King Day    |
| 1 day - Columbus Day   | 1 day - Good Friday                  |
| * 2 days-NJEA Convention                                     | *** 1 day - Rosh Hashanah/Yom Kippur |
| 2 days-Thanksgiving<br>(Thanksgiving Day &<br>the day after) |                                      |

\*\*\*If 2 Jewish Holidays are used,  
Columbus Day will be excluded.

\*\*Provided schools are closed

\*NJEA Convention-

The Board of Education agrees that unit members shall be entitled to two days for the NJEA Convention. (18A:31-2)

In the event the Student Calendar is changed to incorporate any of the above listed holidays, it is hereby agreed that the "secretaries" will report for work on those days.

BUILDING EMPLOYEES shall work the School Calendar with regard to Christmas, Mid-Winter, and Spring recesses.

BOARD OFFICE EMPLOYEES shall cover the three recess periods; such days shall be equitably divided. The hours are 9 A.M. to 3 P.M. with one hour lunch period.



Any Board Office Employee who works in the Board Office when the schools are closed i.e. Christmas, Winter, and Spring Recesses, will be reimbursed for this time through the \* Voucher System.

\* The designated employee will be compensated by receiving one days pay for each day worked at the employee's individual pay scale based on existing method for per diem pay.

If there are no other employees on the school premises during the entire period of time the Board Office is to be open, the office will remain closed. Board Office employees will be advised prior to each recess which employee/employees will be working.

ARTICLE IV

SALARY GUIDES

The guides for 1989-90, 1990-91, 1991-92 are attached and reflect the Board/Secretaries Agreement that the impact settlement of this agreement will equal:

Base: \$180,790.00

\$14,463.00	-	1989/90
\$15,843.00	-	1990/91
\$17,110.00	-	1991/92

and further, the 1989/90 Longevity stipend of \$2,780.00 is not part of impact.

ARTICLE V

SICK LEAVE

Accumulative - All employees shall be entitled to 10/12 sick days each school year as of the first official day of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

Eligibility -

- a. All persons steadily employed by this district, whether tenured or non-tenured, full or part time, shall be eligible for sick leave pay those days when such employee is absent from work for reasons of personal disability.
- b. A sick leave absence shall commence when the employee calls in to report absence.

c. Payment for Unused Sick Leave Upon Retirement -

Effective July 1, 1989, upon retirement from service under the rules of PERS, Secretaries with at least 10 years of service in the Upper Saddle River School System will be reimbursed for accumulated sick leave days at the rate of \$30.00 per day to a maximum total payment of \$3,000.00. A Cap of \$6,000 per year has been established for this by the Board.

Records - The personnel records of this district shall show the attendance of each employee, and such days as that employee may be absent shall be recorded with the reason for such absence noted. A record shall be made of the unused sick leave days accumulated by the employee, and employees shall be given a written accounting of accumulated sick leave days in September and June of each year.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

Types of Leaves -

1. Family Illness-

Serious illness in immediate family, three (3) days absence without loss of pay in any given year. Exception may be granted with the approval of the Board. Immediate family consists of husband, wife, son, daughter, mother, father, sister, brother, and all corresponding in-laws or any other member of the household in which the employee lives.

2. Death -

Up to five (5) working days at any one time 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, and any other member of the immediate household. Employees shall be granted up to two (2) days in the event of death of an employee's relative or friend outside the employee's immediate family as defined above.

3. Personal

Two (2) days leave of absence for personal, legal, business, household, or family matters which require absence during school hours. Application to the secretaries' principals or other immediate supervisor for personal leave shall be made before taking such leave.

4. Other

A leave of absence for reasons other than those set forth above may be given only at the discretion of the Board.

ARTICLE VII

Seniority - Should any job position be eliminated, employees will be released only by least senior employee in the general job category.

ARTICLE VIII

INSURANCE COVERAGE

It is agreed that the Board will provide the following coverages for the Secretaries and their families who qualify according to State of New Jersey rules.

1. New Jersey State Health Benefits Program
2. Dental Plan, which is in effect for the Education Association during the duration of the contract..
3. Prescription Plan, which is in effect for the Education Association during the duration of the contract..
4. Vision Care Plan, which is in effect for the Education Association during the duration of the contract.
5. Disability Insurance, which is in effect for the Education Association during the duration of the contract.

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1989 and shall continue in effect until June 30, 1992, subject to the "Secretaries" right to negotiate over a successor Agreement. 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.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective officers, and their corporate seals be placed hereon, all on the day and year first above written.

UPPER SADDLE RIVER BOARD OF EDUCATION

By Christopher O'Connell  
Christopher O'Connell, Board President

By Jesse McCrea  
Jesse McCrea, Board Secretary

UPPER SADDLE RIVER SECRETARIES' GROUP, INC.

By Betty Ann Uhlmann  
Betty Ann Uhlmann, President

By Alice Salter  
Alice Salter, Vice-President

LIBRARY CLERK

+1055	<u>1989/90</u>	+1,040	<u>1990/91</u>	+1,161	<u>1991/92</u>
1)	9,495		10,535		11,696
2)	9,845		10,885		12,046
3)	10,185		11,225		12,386
4)	10,530		11,570		12,731
5)	10,880		11,920		13,081
6)	11,225		12,265		13,426
7)	11,575		12,615		13,776
8)	11,920		12,960		14,121
9)	12,230		13,270		14,431

SWITCHBOARD - 4 Hr.

+627	<u>1989/90</u>	+676	<u>1990/91</u>	+727	<u>1991/92</u>
1)	8,182		8,858		9,585
2)	8,422		9,098		9,825
3)	8,672		9,348		10,075
4)	8,922		9,598		10,325
5)	9,172		9,848		10,575
6)	9,422		10,098		10,825
7)	9,672		10,348		11,075
8)	9,922		10,598		11,325

SWITCHBOARD - 5 hr.

+779	<u>1989/90</u>	+842	<u>1990/ 91</u>	+928	<u>1991/92</u>
1)	10,254		11,096		12,024
2)	10,544		11,386		12,314
3)	10,864		11,706		12,634
4)	11,174		12,016		12,944
5)	11,484		12,326		13,254
6)	11,784		12,626		13,554
7)	12,104		12,946		13,874
8)	12,444		13,286		14,214

SECRETARY/PAYROLL

+1178	<u>1989/ 90</u>	+1,249	<u>1990/91</u>	+1,401	<u>1991/92</u>
1)	14,973		16,222		17,623
2)	15,928		17,177		18,578
3)	16,588		17,837		19,238
4)	17,243		18,492		19,893
5)	17,898		19,147		20,548
6)	18,553		19,802		21,203
7)	19,213		20,462		21,863
8)	19,868		21,117		22,518
9)	20,523		21,772		23,173
10)	21,178		22,427		23,828
11)	21,838		23,087		24,488
12)	22,493		23,742		25,143
13)	23,153		24,402		25,803



10 MONTH POSITION

+1045	<u>1989/90</u>	+1040	<u>1990/91</u>	+1,161	<u>1991/92</u>
1)	12,640		13,680		14,841
2)	13,190		14,230		15,391
3)	13,790		14,830		15,991
4)	14,190		15,230		16,391
5)	14,660		15,700		16,861
6)	15,260		16,300		17,461
7)	15,860		16,900		18,061
8)	16,460		17,500		18,661
9)	17,025		18,065		19,226
10)	17,660		18,700		19,861
11)	18,260		19,300		20,461

TEACHER'S AIDE

+651	<u>1989/90</u>	+688	<u>1990/91</u>	+741	<u>1991/92</u>
1)	7,856		8,544		9,285
2)	8,111		8,799		9,540
3)	8,371		9,059		9,800
4)	8,626		9,314		10,055
5)	8,936		9,624		10,365
6)	9,146		9,834		10,575

LONGEVITY

In addition to the salary guide amounts for each category of employment for the school years 1989/90, 1990/91 and 1991/92, each staff member who has completed the appropriate number of years of service will receive payment as follows:

<u>YEARS OF SERVICE</u>	<u>1989/90</u>	<u>1990/91</u>	<u>1991/92</u>
9 years	200	300	500
15 years	400	500	600
20 years	500	600	700
25 years	600	700	800

The amounts listed will be pro rated for the staff members who work less than 12 months a year and/or who work less than full time in any position.