

A G R E E M E N T

between

MONROE TOWNSHIP ASSOCIATION OF EDUCATIONAL SECRETARIES

(Gloucester County)

and the

MONROE TOWNSHIP BOARD OF EDUCATION

X JULY 1, 1980 -- JUNE 30, 1982 LIBRARY  
Institute of Management and  
Labor Relations

OCT 8, 1981

RUTGERS UNIVERSITY



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PREAMBLE

Know all men by these presents, that, pursuant to the provisions set forth in Title 34, Chapter 303, Laws of 1968, and P.L. 123, Laws of 1974 State of New Jersey, entitled "New Jersey Employer-Employee Relations Act," The Monroe Township Board of Education, hereinafter called the "Board" and the Monroe Township Association of Educational Secretaries, hereinafter called the "Association" do hereby enter into this Agreement the 1st day of July, 1980.

Any use of a pronoun in this text is intended for general reference than any particular person or sex.



ARTICLE I

RECOGNITION

1:1 The Monroe Township Board of Education hereby recognizes the Monroe Township Association of Educational Secretaries as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel under contract to the Monroe Township Board of Education as indicated herein:

1. Computer Operator/Accounts  
Computer Operator/Payroll
2. Secretaries
3. Clerks and PBX Operator

But excluding confidential employees as indicated hereafter:

1. Secretary to the Superintendent of Schools

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- 2:1 The parties agree to enter into collective negotiations over a successor agreement, Chapter 123, P.L. of N.J., 1974, to reach agreement on matters concerning the terms and conditions of employment.
- 2:2 Consistent with Chapter 123, P.L. of N.J., 1974, the Board shall not affect any change in Policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
- 2:3 Such negotiations shall begin according to the rules and regulations as set forth by P.E.R.C and the Agreement negotiated between the parties shall be reduced to writing and signed by authorized representatives of both parties.

2:4 Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

2:5 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.

### ARTICLE III

#### GRIEVANCE PROCEDURE

3:1 DEFINITION:

Grievance: A "grievance" is any dispute between the parties concerning the meaning or application of the terms and conditions of employment of this Agreement or administrative decisions or Board policies.

3:2 PURPOSE:

The purpose of the following grievance procedure will be to secure, at the most immediate possible administrative level, equitable solutions to the issues which may arise from time to time. Grievances shall be presented in writing in not less than duplicate, and shall be signed by the employee presenting the grievance. The Board and the Association agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3:3 PROCEDURE:

Level One - Principal or Immediate Supervisor (Informal)

Within fourteen (14) school days of the event giving rise to the grievance, an employee with a grievance shall first discuss it with her principal or immediate supervisor either directly or through the Association designated representative, with the objective of resolving this matter informally.



Level Two - Principal or Immediate Supervisor (Formal)

If the aggrieved person is not satisfied with the disposition of her grievance at Level One, she may formally express her grievance in writing within five (5) school days to her principal or immediate supervisor. If no decision has been rendered within five (5) school days after the presentation of the grievance in writing the aggrieved person may proceed to Level Three. The grievance shall include the date of occurrence.

Level Three - Superintendent

In the event a satisfactory settlement is not reached as provided for in Level Two, an employee or her representative may within five (5) additional school days, present the grievance to the Superintendent. The Superintendent shall grant a hearing to the aggrieved and/or her representative within five (5) school days after the date the grievance is received. The Superintendent's written disposition shall be returned to the employee and/or her representative within five (5) school days after the date of the hearing.

Level Four - Board of Education

If the grievant is not satisfied with the disposition of her grievance at Level Three, she may within five (5) additional school days, submit the grievance to the Board of Education. The Board shall grant a hearing and render a written disposition to the employee or her representative within thirty (30) school days of the presentation.

Level Five - Arbitration

- (a) Within ten (10) school days after the written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable

to agree upon an arbitrator or are unable to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to P.E.R.C. by either party. The parties then shall be bound by the rules and procedures of P.E.R.C.

- (b) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue a decision not later than twenty (20) days from the date of the close of the hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issue are submitted. The arbitrator shall be without power or authority to make any decisions which require the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding.
- (c) The Board reserves to itself the right to manage the school district on behalf of the public except for those rights contained herein.
- (d) The cost of arbitration shall be shared equally by both parties.
- (e) The arbitrator shall limit himself to the issues submitted to him 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. Only the Board and the aggrieved and her representatives shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

#### ARTICLE IV

##### EMPLOYEE RIGHTS

- 4:1 No employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.
- 4:2 Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in her position, employment or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of her choice present.
- 4:3 No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

#### ARTICLE V

##### ASSOCIATION RIGHTS AND PRIVILEGES

- 5:1 Representatives of the Association may be permitted to transact official Association business on school property at reasonable times provided it is not done during regularly scheduled working hours and provided that permission has been granted by the Superintendent or his designee. If permission is denied by the Superintendent or his designee, such denial shall be in writing.
- 5:2 The Association and its representatives may have the right to use of school buildings at reasonable hours for meetings provided it does not interfere with the daily educational programs and permission has been granted by the Superintendent or his designee. If permission is denied by the Superintendent or his designee, such denial shall be in writing.

5:3 The Association shall have use of a bulletin board in each office in each building. Copies of all materials to be posted on such bulletin boards shall be given to the building principal and Superintendent for approval. If permission is denied by the Superintendent or his designee, such denial shall be in writing.

5:4 The Association may use the school mailboxes in a reasonable manner with the permission of the building principal. If permission is denied by the building principal, such denial shall be in writing.

5:5 The President of the Association shall enjoy freedom to enter and leave her assigned building and other buildings at reasonable times when school is in session and she is not otherwise assigned, provided she notifies her building principal or supervisor, and if she secures permission to enter any other school building or buildings from the building principal or supervisor of that building.

#### ARTICLE VI

##### EMPLOYEE-ADMINISTRATION LIAISON

6:1 At the request of either party, the Association's representative shall meet with the Superintendent or his designee at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interest and the administration of this Agreement.

#### ARTICLE VII

##### WORK YEAR - WORK DAY

7:1 The work year of all ten (10)-month employees shall be September 1 through June 30 of each year.

The work year of all twelve (12)-month employees shall be July 1 through June 30 of each year.

- 7:2 Each employee shall have a normal work day of seven (7) hours and thirty (30) minutes, excluding a duty-free lunch period of at least thirty (30) minutes.
- 7:3 Summer work hours will be defined as the first Monday subsequent to the closing of school to the opening of school for district staff as determined by the adopted school calendar.
- 7:4 After three (3) years and one (1) day of uninterrupted continuous service, each employee shall be appointed for an unfixd term so as to provide the tenure protection available to such employee under the provisions of Chapter 137, P.L. of 1960 (18A:17-3 and 18A:17-4).

#### ARTICLE VIII

##### OVERTIME

- 8:1 Overtime shall be defined as work in excess of forty (40) hours per week. Overtime compensation shall be one and one-half (1½) times the hourly rate.
- 8:2 When requested to work during the time school is closed for holidays and vacation periods, the employee shall be compensated additionally at straight time rate for the first forty (40) hours; time and one half for all over forty (40) hours in any weekly period.
- 8:3 All overtime must be mutually agreed upon by both parties and be priorly approved by the immediate supervisor and Superintendent of Schools.

#### ARTICLE IX

##### EDUCATIONAL IMPROVEMENT

- 9:1 Any employee who takes a course or courses in the secretarial field related to her position shall be reimbursed toward the tuition of such course or courses to a maximum of \$125.00 per employee for any given year.

- 9:2 Sole approval for the tuition reimbursement must be secured from the Superintendent prior to the employee taking the course.
- 9:3 Courses not directly related to the Secretarial area may be considered upon application to the Superintendent.
- 9:4 Maximum expenditure in any given year shall not exceed \$1,000.00.

ARTICLE X

VACATION SCHEDULE

- 10:1 All twelve (12)-month employees shall receive ten (10) days vacation upon completion of one (1) year's service.
- Over 5 years to 10 years - 12 days
- Over 10 years to 15 years - 15 days
- Over 15 years to 20 years - 19 days
- Over 20 years - 20 days

10:2 New employees hired prior to January 31 shall accrue vacation time.

10:3 Vacation time shall be taken subject to the approval of her immediate supervisor.

ARTICLE XI

POSTING PROCEDURES

11:1 All notices of vacancies shall be posted as far in advance as possible; except in emergencies, at least fifteen (15) days before the date when applications must be submitted.

ARTICLE XII

EVALUATION

12:1 All employees shall receive written evaluations of their job performance by their immediate supervisor and acknowledge same no less than twice a year.

ARTICLE XIII

TEMPORARY LEAVES OF ABSENCE

13:1 Death in Family Allowance

All employees of the Board of Education, in the event of death in the immediate family shall be granted allowance with pay for attending the death or funeral hereinafter stated:

A. An allowance of five (5) days shall be granted in case of death in any of the following:

1. Employee's parents, spouse, children, brothers and sisters
2. Legally adopted members of the family and step-relationships as outlined in number 1

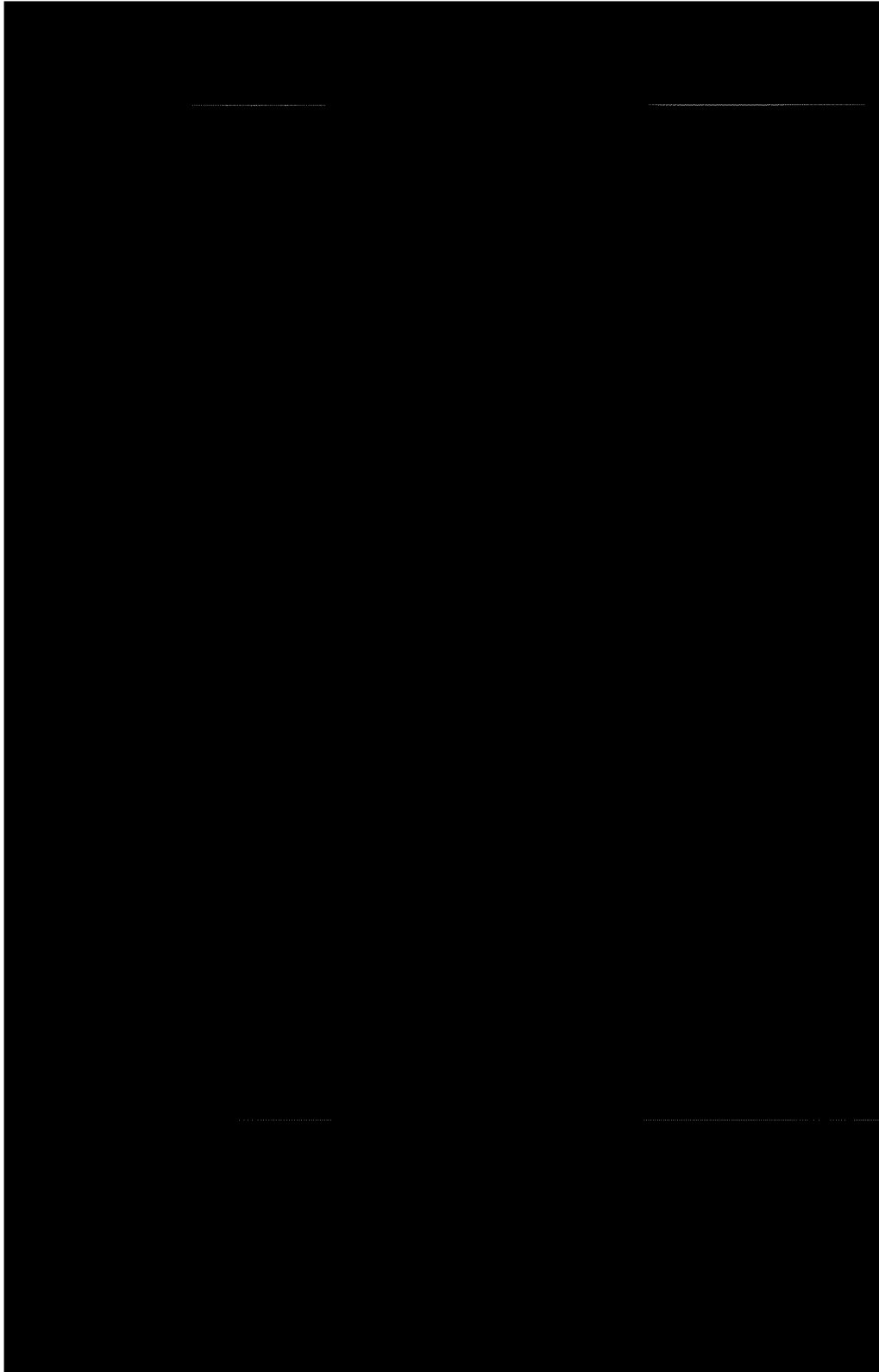
B. An allowance of four (4) days shall be granted to attend the funeral of the parents of the employee's spouse.

C. An allowance of three (3) days shall be granted to attend the funeral of any of the following:

1. Uncles, aunts, grandparents and grandchildren of the employee
2. Brothers-in-law, sisters-in-law, sons-in-law and daughters-in-law of the employee

13:2 Personal Business

Each full-time employee shall be allowed an absence of two (2) days each year with full pay for personal business at the discretion of the Superintendent of Schools. The employee need not state the reason for requesting a personal business day unless the day is contiguous to a vacation period.





14:3 Nothing herein prevents utilization of sick leave by pregnant secretaries subject to federal and state laws. Secretaries may utilize the provisions of 14:1 above.

#### ARTICLE XV

##### SICK LEAVE

15:1 All regular ten (10)-month employees shall be allowed ten (10) days absence due to personal illness each year without deduction from pay. Any unused sick days shall be accumulated.

All regular twelve (12)-month employees shall be allowed twelve (12) days absence due to personal illness each year without deduction from pay. Any unused sick days shall be accumulated.

15:2 All employees absent in excess of three (3) days may be required to attach a physician's certificate to the Absence Record and forward to the Central Office. In cases of questionable recurring absences, a doctor's certificate may be required more frequently.

15:3 In the event of extended illness after exhaustion of entitled sick leave, the differential between regular pay and substitute pay may be granted at the sole discretion of the Board for such days on extended illness. Such determination shall be on a case by case basis.

15:4 Should absence due to illness exceed the sick leave granted, full salary deductions shall be made as follows:

10-month employees - 1/200 of annual salary for each day of absence

12-month employees - 1/240 of annual salary for each day of absence

15:5 Retirement/Sick Leave Benefit

Upon retirement from this district, a secretary will be reimbursed for unused sick leave if she has accumulated at least 150 sick leave days. Payment shall be based on 25% of the per diem rate for the 1st Step of the starting salary for their classification rate.

ARTICLE XVI

PAYROLL DEDUCTIONS

16:1 The Secretary of the Board shall deduct from the paycheck of any employee, upon request of said employee, for any of the following, provided the employee has filed written authorization for such deduction on the appropriate authorization form:

1. A single unit dues deduction in the sum specified by the Association
2. Supplemental annuity deductions
3. Washington National Insurance Company or another designation of the Association

ARTICLE XVII

INSURANCE PROTECTION

17:1 For each employee, the Board shall make payments of insurance premiums to provide insurance coverage as follows:

1. Full Cost of single coverage for Blue Cross and Blue Shield with Rider J and Major Medical
2. Full cost of family coverage for Blue Cross and Blue Shield with Rider J and Major Medical

17:2 The Board shall make payments of insurance premiums for a \$1.00 co-pay prescription plan for each employee and the employee's family.

17:3 The Board agrees to pay up to \$150.00 toward the annual premium of a dental insurance program for the 1980-81 school year. Employees shall contribute any premium cost in excess of \$150.00.

The Board agrees to pay up to \$200.00 toward the annual premium of a dental insurance program for the 1981-82 school year. Employees shall contribute any premium cost in excess of \$200.00.

## ARTICLE XVIII

1980-81

SALARY SCHEDULE  
FOR  
SECRETARIAL AND CLERICAL EMPLOYEES

Years	Computer Accounts	Secretaries	Secretaries	Clerks &	Clerks
	Operator 12 Months	12 Months	10 Months	PBX Operator 12 Months	10 Months
1	6,583	6,257	5,241	5,814	4,853
2	6,994	6,664	5,580	6,215	5,187
3	7,405	7,071	5,919	6,616	5,521
4	7,816	7,478	6,258	7,017	5,855
5	8,227	7,885	6,597	7,418	6,189
6	8,638	8,292	6,936	7,819	6,523
7	9,049	8,699	7,275	8,220	6,857
8	9,460	9,106	7,614	8,621	7,191
9	9,871	9,513	7,953	9,022	7,525
10	10,282	9,920	8,292	9,423	7,859
11	10,693	10,327	8,631	9,824	8,193
12	11,104	10,734	8,970	10,225	8,527
13	11,515	11,141	9,309	10,626	8,861
14	11,926	11,548	9,648	11,027	9,195
15	12,337	11,955	9,987	11,428	9,529

## ARTICLE XVIII

1981-82

SALARY SCHEDULE  
FOR  
SECRETARIAL AND CLERICAL EMPLOYEES

Years	Computer Accounts	Secretaries	Secretaries	Clerks &	Clerks
	Computer Payroll Operator 12 Months	12 Months	10 Months	PBX Operator 12 Months	10 Months
1	7,022	6,700	5,611	6,263	5,228
2	7,433	7,107	5,950	6,664	5,562
3	7,844	7,514	6,289	7,065	5,896
4	8,255	7,921	6,628	7,466	6,230
5	8,666	8,328	6,967	7,867	6,564
6	9,077	8,735	7,306	8,268	6,898
7	9,488	9,142	7,645	8,669	7,232
8	9,899	9,549	7,984	9,070	7,566
9	10,310	9,956	8,323	9,471	7,900
10	10,721	10,363	8,662	9,872	8,234
11	11,132	10,770	9,001	10,273	8,568
12	11,543	11,177	9,340	10,674	8,902
13	11,954	11,584	9,679	11,075	9,236
14	12,365	11,991	10,018	11,476	9,570
15	12,776	12,398	10,357	11,877	9,904
16	13,187	12,805	10,696	12,278	10,238

ARTICLE XIX

MISCELLANEOUS

19:1 Inclement Weather Schedule

When schools are closed due to inclement weather, no employee shall be required to work.

ARTICLE XX

DURATION OF AGREEMENT

20:1 This Agreement shall be effective as of July 1, 1980, and shall continue in effect until June 30, 1982.

20:2 This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of the Agreement, and unless such extensions are agreed upon, this contract shall expire on the date indicated herein.

20:3 In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

MONROE TOWNSHIP ASSOCIATION OF  
EDUCATIONAL SECRETARIES

Kath L. Bismiller  
President

Barack F. Johnson  
Secretary

MONROE TOWNSHIP  
BOARD OF EDUCATION

R. H. Wohlfarth  
President

Barack B. Triest  
Secretary





