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AGREEMENT

BETWEEN THE

EAST WINDSOR REGIONAL BOARD OF EDUCATION

and

EAST WINDSOR REGIONAL CENTRAL ADMINISTRATION CLERICAL

July 1, 1974 - June 30, 1977

THIS THREE YEAR AGREEMENT, entered into this <sup>29<sup>th</sup></sup> day of <sup>March</sup>, 1974, by and between the BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT, Hightstown, New Jersey, hereinafter called "BOARD", and the EAST WINDSOR REGIONAL CENTRAL ADMINISTRATION CLERICAL ASSOCIATION.

W I T N E S S E T H :

WHEREAS: the BOARD is required by law to negotiate with the CENTRAL ADMINISTRATION CLERICAL ASSOCIATION on the terms and conditions of employment, and,

WHEREAS, the parties hereto, through negotiation in good faith, have reached agreement on all such matters and desire to reduce their agreement in writing,

IT IS HEREBY AGREED by and between the parties hereto that;

ARTICLE I - RECOGNITION

The board hereby recognizes the Central Administration Clerical Association for the years 1974-77, as the majority representative for collective negotiation, as defined in the New Jersey Public Employer-Employee Relations Act, Chapter 303, Laws of 1968, concerning the terms and conditions of employment for all personnel under contract as listed below:

- (2) Senior Clerks - 12 Month
- (2) Assistant Superintendent Secretaries
- (1) P. B. X. Operator
- (1) M. T. S. T. Operator

This Central Administration Clerical Association is comprised of support services employees in the job categories listed above working on a twelve (12) month basis.

- A. The term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as above defined.
- B. The term "Board" shall include its members and agents. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 303, Laws of 1968, but will reserve the right to meet with employee organizations - other than the majority group - to hear their views. A representative of the majority negotiation unit must be present.

ARTICLE II - RESPONSIBILITIES

A. Board Responsibilities

The Board and the CAC Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the East Windsor Regional School District. The Board recognizes that it must operate in accordance with all statutory provisions of the State of New Jersey, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board cannot, under law, reduce, negotiate, or delegate its legal responsibilities.

B. CAC Association Responsibilities

A member of this CAC Association shall at no time be required to have any duties other than those considered to be job related.

ARTICLE III - NEGOTIATION PROCEDURES

The parties agree to enter collective negotiations no later than October 1 of the calendar year in which this Agreement expires, in accordance with Chapter 303, Public Laws of New Jersey, 1968, in a good-faith effort to reach a successor agreement. Any agreement so negotiated shall apply to all employees of this unit, be reduced to writing and be signed by the Board and the CAC Association.

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

ARTICLE IV - GRIEVANCE PROCEDURE

A "Grievance" shall mean a complaint by an employee and/or the CAC Association of the public school system that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of policies, agreements and administrative decisions governing employees except that the term "Grievance" shall not apply to (a) any matter for which a method of review is prescribed by New Jersey State School Law, or (b) any rule or regulation of the State Commissioner of Education, or (c) any by-law of the Board, or (d) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone, or (e) a complaint of an employee of less than three years and one day which arises by reason of his not being re-employed. A grievance to be considered under this procedure must be initiated by the employee and/or CAC Association within 30 school days of its occurrence.

### Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the terms and conditions of employment.

### Procedure

#### 1. Level one -

- (a) Any employee and/or CAC Association who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.
- (b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, he shall set forth his complaint in writing to his immediate superior. The immediate superior shall communicate his decision to the employee in writing within 3 school days of receipt of the written complaint.

#### 2. Level two -

The employee may appeal the immediate superior's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the immediate superior, shall confer with the concerned parties, and, upon request, with the employee or immediate superior separately. He shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the immediate superior.

#### 3. Level three -

If the grievance is not solved to the employee's satisfaction, he may request a review by the Board. The Request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. A Committee of the Board shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within 30 calendar days.

ARTICLE V - SALARIES

A. Salary Guide for 1974-77

Step	1974-75		1975-76		1976-77	
	Clerk	Secretary	Clerk	Secretary	Clerk	Secretary
1	\$4553	\$5506	\$4780	\$5781	\$5019	\$6070
2	4633	5602	4894	5919	5139	6215
3	4713	5700	4980	6022	5261	6363
4	4912	5959	5066	6128	5354	6474
5	5110	6223	5280	6406	5446	6588
6	5309	6483	5493	6690	5676	6886
7	5502	6791	5707	6969	5905	7192
8	6343*	7139	6660*	7300	6993*	7492
9	----	7464	----	7674	----	7848
10	----	8781*	----	9307*	----	9865*

B. The Board will pay the salary as listed above for 1974-75 and 7.5% for 1975-76 and 1976-77 for all employees except for those employees already on Step 8 of the Clerical Guide and Step 10 of the Secretarial Guide for the preceding contract year, the Board agrees to pay the cost of living but not less than 6% for the period July 1, 1974 through June 30, 1977.

\*The cost of living will be calculated by New Jersey Department of Labor and Industry for the year ending May 31 prior to the new contract year.

C. Definition of terms

1. Clerk consists of 12-month Senior Clerks, P.B.X. Operator, and M.T.S.T. Operator.
2. Secretary consists of assistant superintendents' secretaries.
3. Each step of the salary guide represents one year of service.
4. A change in job classification:

(a) during the contract year would result in a change to the proper guide on the same level; the following contract year the employee would advance one step on the guide.

(b) any change in job classification will result in a change in salary to at least the minimum salary for that position.

ARTICLE VI - INSURANCE PROTECTION

A. Injury Insurance

The Board agrees to maintain, at Board expense, insurance coverage of all employees for all injuries occurring in the performance of their duties and which are promptly reported to the employee's immediate superior.

B. Health Insurance

The Board agrees to maintain, at Board expense, group health insurance coverages for all employees, who regularly work four (4) hours or more per day, and full dependent coverage at Board expense: a hospitalization plan, a medical plan, an extended benefit plan usually referred to as "Rider J" type coverage, and a major medical plan.

C. Liability Insurance

The Board shall maintain, at Board expense, a liability policy which affords personal liability and legal expense protection for the employee up to \$100,000 per year per employee (to a maximum for all employees of \$1,000,000 per year) as regards actions of the employee in the course of his/her work.

D. Prescription Plan

The Board shall maintain, at Board expense, during the second and third years of this contract, 1975-76 and 1976-77, a 100% prescription plan, Hospital Service Plan of New Jersey, for all employees represented by this CAC Association and their dependents.

E. N.J. Dental Service Plan

The Board shall maintain at Board expense, during the third year of this contract, 1976-77, an extended dental coverage, \$25.00 deductible, known as the N. J. Dental Service Plan for all employees represented by this CAC Association and their dependents.

ARTICLE VII -- LEAVES OF ABSENCE

A. Personal Illness Days

The Board agrees to provide the employees with fourteen (14) days per year at full pay for personal illness if employed 12 months of the year;

Unused days may be accumulated for use in subsequent years.

The Board further agrees that, after all such personal illness days as indicated in the preceding paragraphs are exhausted, an additional ten (10) days per year shall be provided at the employee's rate of pay less substitute pay; but in no case less than half pay for the employee.

All such personal illness days shall be governed by state law, and the employee shall provide a doctor's certificate for illnesses exceeding three (3) consecutive days.

B. Illness-in-the-Immediate-Family Days

The Board agrees to provide the employees with three (3) days per year at full pay for illness in the immediate family (father, mother, husband, wife, brother, sister, child, mother-in-law, and father-in-law).

The Board further agrees that, after all such illness-in-the-immediate-family days as indicated in the preceding paragraph are exhausted, an additional seven (7) days per year shall be provided at the employee's rate of pay less substitute pay.

An absence because of an illness in the immediate family which exceeds ten (10) days per year may be granted by the Superintendent at full deduction in pay.

C. Death-in-the-Family Days

The Board agrees to provide the employees with five (5) days per event at full pay for death in the immediate family. After all such death-in-the-immediate-family days are exhausted, the Board agrees that additional days may be granted by the Superintendent at full deduction in pay.

D. Death-in-Other-Than-the-Immediate-Family Day

The Board agrees to provide the employees with one (1) day per event at full pay for a death in other than the immediate family (grand-parents, uncles, aunts, cousins, nieces, nephews, brother-in-law, and sister-in-law). After the death-in-other-than-the-immediate-family day is exhausted, the Board agrees that additional days may be granted by the Superintendent at full deduction in pay.

E. Marriage Days

The Board agrees to provide employees with three (3) days per year at full pay for marriage. After such marriage days are exhausted, the Board agrees that additional days may be granted by the Superintendent at full deduction in pay.

F. Days for Jury Duty or Subpoena by Court

The Board agrees to provide an employee full pay for each day that the employee's presence in court is required by subpoena. The Board further agrees to provide an employee full pay for each full day that the employee is required to be in court for jury duty.

G. Days for Other Reasons

The Board agrees to provide four (4) days leave of absence with pay for employees for religious, legal, business, household, or family matters which require absence from work during working hours upon prior approval (2 days except in cases of emergency) of the Superintendent.

H. Vacation Days

The Board agrees to provide 12-month employees who regularly work more than 4 hours per day, vacation days on the following schedule:

Less than one (1) year of employment	1 day per month prior to July 1 to a maximum of 10 days
1 year through 5 years	Ten (10) days per year
6 years through 12 years	Fifteen (15) days per year
13 years and over	Twenty (20) days per year

Where possible and with supervisor's permission, vacation time may be taken during the school year rather than during July and August. Whenever possible and with immediate supervisor's approval, all members of the CAC Association will be provided with substitute help during their absence for vacation periods, during July and August as well as the school year.

If an employee terminates employment before the end of their contract year, the employee shall be paid their accumulated vacation time.



I. Holidays

The Board agrees to the following 19 paid holiday schedule according to school calendar for 12 month employees:

- Independence Day
- Labor Day
- NJEA Convention (1 day)
- Yom Kippur
- Rosh Hashanah
- Columbus Day
- Veteran's Day
- Thanksgiving (2 days)
- Christmas (2 days) 74-75 75-76
- 12/25 & 12/26
- 76-77
- 12/25 & 12/26
- 12/24 & 12/27
- New Years (2 days) 74-75 75-76
- 12/31 & 1/1
- 76-77
- 12/31 & 1/1
- 12/30 & 12/31
- Martin Luther King's Birthday
- Lincoln's Birthday
- Washington's Birthday
- Easter (2 days--Good Friday & Easter Monday)
- Memorial Day

ARTICLE VIII - WORK HOURS

- A. The work day shall consist of 7 hours which will include a 15 minute break in the morning and 15 minute break in the afternoon, exclusive of a 30 minute duty free lunch period, Monday through Friday.
- B. Summer Work Hours - Summer hours shall continue as they have in the past.
- C. Overtime

The Board agrees to pay authorized overtime for hours worked beyond 8 hours/day or 40/week at a rate in accordance with current Federal and State labor laws. Any employee called to return to work outside regularly scheduled shift shall be paid a minimum of two (2) hours.

ARTICLE IX - INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to the employee at least ten (10) working days prior to transfer or reassignment.
- B. Wherever possible, no vacancy shall be filled by means of an involuntary transfer or reassignment if there is a volunteer available and qualified the judgment of the Board to fill said position.

ARTICLE X - PROMOTIONS

- A. Opportunity will be given to any employee meeting qualifications as prescribed to apply for and receive fair consideration for any position which becomes vacant.
- B. Notification of existing vacancies will be continued as in the past.
- C. All candidates meeting basic requirements will be eligible to apply for the position-vacancy and will be given an opportunity for an interview. In filling such vacancies, consideration shall be given to qualified employees already employed by the Board. Consideration will also be given to length of time in the East Windsor Regional School District.

ARTICLE XI - EDUCATIONAL IMPROVEMENT

Effective July 1, 1974, the Board shall reimburse all expenses for all courses taken by members represented by the CAC Association, that are required by the Superintendent.

ARTICLE XII - MISCELLANEOUS

- A. Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provision(s) of this agreement, either party shall do so in writing with acknowledgment.
  - 1. If by Board, to CAC Association at:  
  
Representative of East Windsor Regional Central Administration  
Clerical Association  
Home Address
  - 2. If by CAC Association, to Board at:  
  
East Windsor Regional Board of Education  
Director of Special Projects  
Administration Building  
Stockton Street  
Hightstown, New Jersey 08520

B. Copies of this agreement shall be provided at the expense of the Board within thirty (30) days after the agreement is signed and presented to all employees now employed or hereafter employed.

ARTICLE XIII - DURATION

The Board and Association agree that all negotiable items have been discussed during the negotiations leading to this agreement and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, through the life of this contract from July 1, 1974 to June 30, 1977.

IN WITNESS WHEREOF, the President and Secretary of the CAC ASSOCIATION have hereunto set their hands and seals, and the BOARD has caused these presents to be signed by its proper corporate officers and its proper corporate seal to be hereto affixed this *29<sup>th</sup>* day of *March* Nineteen hundred and seventy *four*.

Signed, sealed and delivered in presence of:

EAST WINDSOR REGIONAL CENTRAL  
ADMINISTRATION CLERICAL ASSOCIATION

\_\_\_\_\_

\_\_\_\_\_  
L.S.  
Secretary - Assistant Superintendent  
for Instruction

\_\_\_\_\_  
L.S.  
Secretary - Assistant Superintendent  
for Support Services

\_\_\_\_\_  
L.S.  
Clerk - Director of Special Projects

ATTEST:

\_\_\_\_\_  
L.S.  
Clerk - Assistant Superintendent  
for Instruction

\_\_\_\_\_  
Board Secretary

\_\_\_\_\_  
L.S.  
Clerk - M.T.S.T. Operator

BOARD OF EDUCATION OF EAST WINDSOR  
REGIONAL SCHOOL DISTRICT

\_\_\_\_\_  
L.S.  
P.B.X. Operator

\_\_\_\_\_  
L.S.  
President