

A G R E E M E N T

between the

Orange Educational Secretaries Association

and the

Orange Board of Education of

Orange

the County of (Essex)

New Jersey

X Effective 7/1/81 thru 6/30/82

LIBRARY
Institute of Management and
Labor Relations

OCT 2 1981

RUTGERS UNIVERSITY

PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO ON this 23rd. day of June, Nineteen Hundred and eighty-one (1981), by and between the BOARD OF EDUCATION of the City of Orange, New Jersey, (hereinafter referred to as the "Board") and the ORANGE EDUCATIONAL SECRETARIES ASSOCIATION (hereinafter referred to as the "Association"):

WHEREAS, pursuant to the requirements of the New Jersey Employer-Employee Relations Act, agreements reached between public employers and the majority representative of an appropriate employee unit shall be embodied in writing, signed by the authorized representative, and filed with the New Jersey Public Employment Relations Commission; and the Board and the Association recognize the importance of orderly, just, and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this Agreement or of policies or regulations of the Board, and accordingly, herein agree upon a grievance procedure for the effective processing of such disputes.

The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule, or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules, or regulation of the parties will operate retroactively unless expressly so stated.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

Consistent with Chapter 123, Public Law of New Jersey, 1974, the Board shall not effect any change in Policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

Not later than October 1, 1981, the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in good-faith effort on both sides to reach continuing agreement on salaries and other conditions of employment. By the same date, the Association agrees to present to the Board its proposals for the Successor Agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

B. Modification

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.

GRIEVANCE PROCEDURE (Continued)

C. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time arise, affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

D. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

ASSOCIATION RIGHTS AND PRIVILEGES (Continued)

- F. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, she/he shall suffer no loss in pay.
- G. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal, school operations.
- H. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval by the principal shall be required and shall not be unreasonably denied.
- I. The Association shall have the right to use school facilities and equipments, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

ARTICLE VI

WORK YEAR, DAILY WORKING HOURS AND OVERTIME

- A. The work year for contracted ten (10) month employees shall be from September 1 to June 30. Said employees shall have the vacations and holidays as set forth in the school calendar.
- B. The work year from contracted twelve (12) month employees shall be from July 1 to June 30. Said employees shall have the earned vacations and holidays as set forth in the school calendar and in Appendix B, Page 23.
- C. The regular work week shall consist of thirty-five (35) on-duty hours. The normal work day shall consist of seven (7) working hours, with the following duty-free lunch periods:
 - 1. Aides-----40 minutes
 - 2. Attendance Officers-----60 minutes
- D. Overtime: Defined as any time spent at regulat duties or other assigned duties, consistent with this Agreement, either before/after regular daily work hours; or any day other than provided in the regular work year.
 - 1. All overtime spent must be voluntary, and mutually agreed to by the employee and immediate superior.
 - 2. All overtime will be rounded to the nearest hour at the end of each pay period. This will be remunerated at the rate of one and one-half ($1\frac{1}{2}$) the hourly salary.

EMPLOYMENT PROCEDURES (Continued)

B. Resignation

An employee who is resigning from her/his position shall give the minimum two weeks' notice, but no more than thirty (30) days.

Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.

C. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year no later than May 1.

D. Any employee moving from a lesser salary guide to a higher salary guide shall be placed on the first step of the higher salary guide or on the step representing a higher salary amount than what would have been earned if the employee had remained on the lesser salary guide.

ARTICLE XI
REDUCTION IN FORCE PROCEDURES

A. In the event of a departmental or work relocation in force, including reductions caused by the discontinuance of a facility or its relocation, or a decrease in enrollments or a reduction on the basis of fiscal dependencies and in accordance with NJSA 18A:28-9 to 18A:28-14, the employees shall be laid off in the inverse order of seniority of the employees in the unit involved.

B. REDUCTION IN RANK OR JOB CLASSIFICATION

Employees shall not be reduced in rank or job classification without just cause.

Any reduction in rank or job classification, regardless of compensation, shall be subject to the Grievance Procedure (ARTICLE III).

ARTICLE XII
PROMOTIONS AND OPENINGS

All openings and promotional positions paying a salary differential shall be adequately posted in every school. All qualified employees shall be given an opportunity to make application and be considered on the basis of the following factors: a) past performance b) job knowledge c) seniority.

EMPLOYEE EVALUATION (Continued)

D. PERSONNEL RECORDS

1. File

An employee shall have the right, upon request, to review the contents of her/his personnel files and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany her/him during such review.

2. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality shall be placed in all personnel files unless the employee has had an opportunity to review the material. The employee shall acknowledge that she/he has had the opportunity to review such material by affixing her/his signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and her/his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

E. TERMINATION OF EMPLOYMENT

Final evaluation of any employee upon termination of her/his employment shall be concluded prior to severance, and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

ARTICLE XVI

SALARIES

A. Salary Schedule

The salary of each employee covered by this Agreement is set forth on Pages 18 thru 21 which are attached hereto and made a part hereof.

B. Procedure for Withholding Employment or Adjustment Increments

Employment or adjustment increments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties. Any withholding of increments shall be done in accordance with 18A 29-14.

C. Method of Payment

1. Twelve (12) Month

Each employee employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

2. Summer Pay Plan

Each employee may individually elect to have ten (10%) percent of her/his monthly salary deducted from her/his pay. These funds shall be paid to the employee or her/his estate on the final pay day in June, according to a schedule of payment through out the summer as requested by the employee, or upon death or termination of employment, if earlier.

3. Exceptions

When a pay day falls on or during a school holiday, vacation or week-end, employees shall receive their pay checks on the last previous working day.

4. Final Pay

Each employee shall receive her/his final pay and the pay schedule for the following year on her/his last working day in June.

D. Vacation Pay

As of July 1, 1981 all employees will receive their vacation pay on their last working day prior to vacation.

ADMINISTRATIVE SECRETARIES

SALARY GUIDE - 1981/82

<u>STEP</u>	<u>SALARY</u>
1	8,496
2	8,746
3	8,996
4	9,246
5	9,496
6	9,746
7	9,996
8	10,246
9	10,496
10	10,746
11	10,996
12	11,246
13	11,496
14	11,746
15	11,996

100% Cost of Health Plan for employees and dependents.
100% Cost of Basic Dental Plan for employees and dependents.
Longevity - 20 years in Orange Add \$300
Longevity - 25 years in Orange Add \$300

BOOKKEEPERS
SALARY GUIDE - 1981/82

<u>STEP</u>	<u>SALARY</u>
1	10,341
2	10,641
3	10,941
4	11,241
5	11,541
6	11,841
7	12,191
8	12,541
9	12,891
10	13,241
11	13,591
12	13,941
13	14,291
14	14,641
15	14,991
16	15,341

100% Cost of Health Plan for employees and dependents.
100% Cost of Basic Dental Plan for employees and dependents.
Longevity - 20 years in Orange Add \$300
Longevity - 25 years in Orange Add \$300

APPENDIX A
UNIT DEFINITION

The unit shall consist of the following titles:

Secretary	Bookkeeper
Administrative Secretary	Executive Secretary

Part-time hourly employees are not included in this contract. Tasks will be assigned to Association personnel interchangeably within each category.

BENEFITS (Continued)

4. NOTIFICATION OF ACCUMULATION

Employees shall be given an accounting of sick-day use through payroll record stubs.

5. DEATH IN FAMILY

In case of death of father, mother, husband, wife, child, sister, brother, mother-in-law, or father-in-law of any employee, such employee shall be excused for a period up to five (5) consecutive days.

In case of death of grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, or brother-in-law, of any employee, such employee shall be excused for a period up to three (3) consecutive days.

One (1) day's absence will be allowed to attend the funeral of an aunt, uncle, niece, nephew, or cousin.

6. MATERNITY LEAVE

The Maternity Leave section shall be changed to conform to the language agreed to in the Orange Education Association Agreement.

The removal of any tenured or non-tenured employee from her duties should not be based solely on the fact of pregnancy of a specific number of months.

The removal of such an employee would be based on a noticeable decline in the employee's performance, failing to produce certification from her physician concurred in by the Board's physician that she is medically able to continue working or for any other just cause.

7. GOOD CAUSE

Other leaves of absence with or without pay may be granted by the Board for good reason.

8. IN ADDITION TO SICK LEAVE

Leaves taken pursuant to Sections above shall be in addition to any sick leave to which the employee is entitled.

9. ILLNESS IN FAMILY

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick

13. TERMINAL PAY

All employees covered by this agreement, after 10 years of service in the district shall be eligible for separation pay.

1. Each employee shall receive \$10.00 per day for each unused sick day and personal business day (unaccumulated) at the time of leaving up to maximum of 100 days.
2. Payments to be made either July 1 of the termination year or January 1 of the following year.
3. Monies will be paid to the employee's estate if death occurs while the employee is in service to the district.

APPENDIX C (continued)

4. Reentry: (employees who previously served in a position included in the unit who continued in the employ of the public employer in an excluded position and individuals being reemployed in such unit from a reemployment list.)
5. If an employee who is required to pay a representation fee terminated his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question.
6. Except as otherwise provided in this article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
7. The Association will notify the Board in writing of any changes, in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.
8. On or about the 1st 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 30 day period. The list will include names, job titles and dates of employment for all such employees.
9. The union shall indemnify and hold the employer harmless against any and all claims, demands, suits or other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.