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Contract no. 749

05-11

AGREEMENT BETWEEN THE

UPPER TOWNSHIP EDUCATIONAL SECRETARIES ASSOCIATION

AND THE

UPPER TOWNSHIP BOARD OF EDUCATION

July 1, 1990 through June 30, 1992

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
MAR 5 1991  
RUTGERS UNIVERSITY

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ARTICLE I

RECOGNITION

- A) Pursuant to Chapter 303, Public Laws, 1968, of the State of New Jersey, the board recognizes the association as exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for all personnel under contract as indicated herein:

Principals' Secretaries  
General Office Secretaries  
Child Study Team Secretary

List of Members for 1990-1991 Contract

Judy Amey, General Office Secretary  
Joan Banchi, Principal's Secretary  
Mary DiNicolantonio, General Office Secretary  
Sophia Disney, Vice Principal's Secretary  
Carolyn Keenan, General Office Secretary  
Liz Leonard, Principal's Secretary  
Carolyn Slagle, Child Study Team Secretary

List of Members for 1991-1992 Contract

Judy Amey, General Office Secretary  
Joan Banchi, Principal's Secretary  
Mary DiNicolantonio, General Office Secretary  
Sophia Disney, Vice Principal's Secretary  
Carolyn Keenan, General Office Secretary  
Liz Leonard, Principal's Secretary  
Carolyn Slagle, Child Study Team Secretary

- B) The association recognizes the board as the elected representative of the people of the Upper Township School District and as the employer of the said secretaries of the Upper Township School District.

ARTICLE II

ANNOUNCEMENT OF OPENINGS FOR POSITIONS

- A) Whenever openings occur in any job classification, the announcement of such openings will be posted for three (3) working days in appropriate locations prior to being advertised, thus giving ample time for all interested employed secretaries to submit applications.

ARTICLE III

SALARIES

- A. Ten percent (10%) increase of annual salary for 1990-91 and twelve percent (12%) increase of annual salary for 1991-92.

ARTICLE IV

VACATIONS AND HOLIDAYS

- A) All secretaries will follow the school calendar plus working those days that professional staff are conducting conferences.
- B) Vacation schedules are as follows:
1. Twenty (20) vacation days per year.
  2. Vacations are not cumulative. Each secretary shall arrange her own vacation period or periods with his/her immediate supervisor. Though vacations during the summer are encouraged, each individual may take the prescribed vacation at any time during the year with his/her immediate supervisor's approval.

ARTICLE IV

VACATIONS AND HOLIDAYS (continued)

- C) When school is not in session the regular work hours will be reduced by one hour.

ARTICLE V

OVERTIME

- A) Secretaries authorized and required to work over a 40 hour week shall be paid an amount based on 1.5 times the secretary's regular rate of pay; or 1.5 hours for each 1 hour worked. This shall be only for hours worked over a forty (40) hour week.
- B) Authorized overtime shall mean overtime for emergency or unusual circumstances.
- C) Only the superintendent will authorize secretaries to work overtime.



ARTICLE VI

GRIEVANCE PROCEDURE

- A) Purpose - The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems which may, from time to time, arise affecting the welfare or terms and conditions of employment of all secretaries. It is understood that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
- B) Definitions
- 1) Administrator - any person or persons acting in a supervisory capacity.
  - 2) Aggrieved person - the person or persons making the complaint.
  - 3) Grievance - shall mean a complaint by a secretary that there has been to him/her a personal loss, injury or inconvenience because of a violation, misinterpretation, unfair or inequitable application of this agreement or of an established policy or regulation affecting secretaries, except that the term "grievance" shall not apply to:
    - a) Any matter for which a method of review is prescribed by law, or
    - b) Any rule or regulation of the state board of education or of the state commissioner of education, or
    - c) A complaint of a non-tenure secretary which arises by reason of his/her not being re-employed, or
    - d) A complaint by any secretary occasioned by his/her lack of appointment or lack of retention in any position for which tenure is either not possible or not required.

A grievance, to be considered under this procedure, must be initiated by the employee within ten (10) school days of its occurrence.

ARTICLE VI

GRIEVANCE PROCEDURE (continued)

- 4) Representative - shall mean counsel or other person of his/her choice designated in writing by the aggrieved person.
  - 5) School Day - shall mean a day in which the district office is open to transact business.
- C) Sequence of Levels of Resolving Grievance of Secretarial Employees
- 1) Level 1 - Any secretarial employee shall discuss said grievance with the building principal directly in an attempt to resolve the matter informally at that level.
  - 2) Level 2 - If, as a result of the discussion, the matter is not resolved to the satisfaction of the secretarial employee within five (5) school days, s/he shall set forth the complaint in writing to the superintendent with a copy to the building principal. The superintendent shall communicate his/her decision to the secretarial employee within three (3) school days of the receipt of the written complaint.
  - 3) Level 3 - If the secretarial employee is not satisfied with the disposition of the grievance at Level 2, or if no decision has been reached within five (5) school days after the grievance was delivered to the superintendent, s/he may, within five (5) school days after the decision by the superintendent or ten (10) school days after the grievance was delivered to the superintendent, whichever is sooner, request, in writing, that the secretary of the board of education submit his/her grievance to the board. A time for a meeting with the board will be set by mutual consent, but no later than ten (10) school days after said grievance is submitted. The board shall render a decision within five (5) school days after the meeting.



**ARTICLE VII**

PAYMENT FOR APPROVED WORKSHOPS

- A) The board, recognizing the need to improve professionally in order to maintain an effective secretarial staff, will pay for institutes and workshops.
- B) When programs of interest come to the attention of any secretary s/he should so inform the building principal. Attendance at such institutes and workshops will be subject to the approval of the superintendent on behalf of the board of education.

**ARTICLE VIII**

HEALTH CARE COVERAGE

- A) As of the beginning of each school year, the board shall provide the health care insurance protection as designated below. The board of education shall pay the full premium for each individual employee and his/her family covered under this agreement. (Same Health, Prescription and Dental coverage afforded the Upper Township Education Association).
- B) The board agrees to request the insurance carrier to provide a description of the health care insurance coverage provided under this agreement to each employee.
- C) Complete Annual Coverage - For each secretary who remains in the employ of the board, the board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1st and ending June 30.



ARTICLE IX

ABSENCE OF FULL-TIME SECRETARIAL EMPLOYEES

- A) All times listed below shall be the same as those afforded the Upper Township Education Association.
1. Personal Illness - 12 days for 12 month employees,
  2. Workmen's Compensation - The employee will receive his/her regular salary, but will be required to pay over the moneys which s/he periodically receives from Workmen's Compensation in order for monthly payroll deductions to be continued.
  3. Serious Illness in the Secretary's Immediate Family - Shall be considered medically serious illness of father, mother, spouse, child, brother, sister, mother-in-law, father-in-law or any member of the immediate family. An allowance of up to five (5) days shall be granted provided no other arrangement for attendance to the illness of the person can be made.
  4. Death in the Secretary's Immediate Family - An allowance of up to five (5) days per event shall be granted for death of father, mother, spouse, child, brother, sister. Two (2) days per event will be granted for grandmother, grandfather, mother-in-law, father-in-law, brother-in-law or sister-in-law.
  5. Good Cause - Other leaves of absence without pay may be granted by the board of education with good reason.
  6. Court Subpoena - The amount of time granted in excess of two (2) days in response to court subpoena shall be left up to the discretion of the board of education at the recommendation of the superintendent.

ARTICLE IX

ABSENCE OF FULL-TIME SECRETARIAL EMPLOYEES (continued)

7. Maternity Leave - A maternity leave without pay shall be granted to all secretaries under tenure. This leave shall also be granted to non-tenure secretaries if the building administrator so recommends and the board approves. Requests for maternity leave shall be granted at any time before the expected date of birth and continuing to a specific date after the birth. No tenure or non-tenure secretary shall be barred from returning to work after the birth of the child solely on the grounds that there has not been a time lapse between that birth and her desired date of return provided her doctor states that she is medically able to continue working. The secretary shall be reassigned to the position held at the time the leave was granted, if possible.
8. Absence from Office on Other School Business - As authorized by the superintendent of the board of education.
9. Emergencies of a Personal Nature - An allowance of up to three (3) days shall be granted upon written request provided the request is in compliance with all restrictions. Personal leave shall not be used for entertainment, recreation or other employment.

Leaves granted pursuant to Section A above shall be in addition to any sick leave to which the secretary is entitled.

- B) No personal leave shall be granted immediately prior to or immediately after a school vacation.
- C) Any employee who does not use personal days during a contractual year will receive one additional sick day to be added to his/her accumulated sick days for each personal day not used.

ARTICLE I

MISCELLANEOUS

- A) Length of Service - Length of service is the amount of continuous service since date of last engagement by the board.
- B) Part-Time or Temporary Secretary - The provisions herein apply to regular, full-time secretaries only. Absences of part-time or temporary secretaries are dealt with at the discretion of the building principal taking into account the terms and conditions of employment in each case. Where applicable, proportionate benefits, not to exceed those stipulated for regular, full-time employees, may be granted.
- C) All members of the association retiring from the school district with twelve (12) or more years of service in the district shall receive in 1990-91, the sum of \$15.00 per day and in 1991-92 \$17.00 per day for each day of accumulated unused sick leave accrued during employment in the Upper Township School District. Payment in accordance with this article shall be during the fiscal year following the year in which an employee retires.
- D) Unscheduled School Closing - Secretaries and clerks shall not be expected to report when school is closed due to unexpected emergencies, i.e., snowstorms, no heat, etc.
- E) Early Dismissals - On days that school is dismissed early due to inclement weather or other scheduled or unscheduled activities, the decision to dismiss secretaries at the same time teachers are dismissed will be left at the discretion of the superintendent.



**ARTICLE XI**  
**DURATION OF AGREEMENT**

- A. This agreement shall be effective as of the date of signing and shall continue in effect through June 30, 1992 with the following exception:

Salaries shall be retroactive.

- B. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated above unless mutually agreed upon by both the board and the association, in writing, to continue this agreement in effect until such time as a successor agreement is signed.
- C. In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries.

UPPER TOWNSHIP EDUCATIONAL SEC. ASSOC.

UPPER TOWNSHIP BOARD OF EDUCATION

Jean Banche  
President

Brian Williams  
President

Mary Keli Macdonald  
Secretary

Joyce P. Goodman  
Secretary

July 24, 1990  
Date

July 31, 1990  
Date