

AGREEMENT

X 1976-1977

EDGEWATER PARK BOARD OF EDUCATION

AND

EDGEWATER PARK EDUCATION ASSOCIATION

(Secretaries and Clerks)

Edgewater Park School District

Secretarial Annex

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LIBRARY  
Institute of Management and  
Labor Relations

OCT 2 1981

RUTGERS UNIVERSITY

Ratified by E.P.E.A,  
Date: February 18, 1977

Ratified by: Board of Education  
Date: February 21, 1977

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## PREAMBLE

This agreement entered into this 21 day of February, 1977, by and between the Board of Education of Edgewater Park, the city of Edgewater Park, New Jersey, hereinafter called the "Board", and the Edgewater Park Education Association, hereinafter called the "Association".

## ARTICLE I

### RECOGNITION

- A. Pursuant to Chapter 123, Public Law 1974, the Board hereby recognizes the Education Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all secretarial and clerical personnel.

But excluding:

1. Board Secretary
2. Assistant Board Secretary
3. Substitute and Part-time Secretaries

- B. Unless otherwise indicated the term "secretaries" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined:

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in good faith. Such negotiations should begin not later than October 15th of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all secretaries, be reduced to writing, be adopted by the Association and the Board and signed by the Association and the Board.
- B. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall permit the Association to inspect the following records, data, and information of the Edgewater Park School District: an audit report, a complete list of "Secretaries" names, salaries, and step on guide, and any anticipated state and federal funds.

- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. This agreement shall not be modified in whole or in any part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III  
GRIEVANCE PROCEDURE

- A. A "grievance" shall mean a claim by a secretary that there has been a misinterpretation, misapplication, or a violation of Board Policy, this Agreement, or an administrative decision which is violative of either Board Policy or this agreement and adversely affects her. A grievance, to be considered under this procedure, must be initiated by the secretary within thirty (30) days of the time the secretary knew or should reasonably have known its occurrence.
- B. As used in this Article, the term "secretary" shall mean (a) an individual employee, (b) a group of employees having the same grievance.
- C. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- D. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance by the grievant of the decision rendered at that step.
- E. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- F. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expediate the process. The time limits specified may be extended by mutual agreement.

- G. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option by a representative selected or approved by the Association.
- H. When a secretary is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at level two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the secretary held concerning the grievance, and shall receive a copy of all decisions rendered.
- I. Level one - any employee who has a grievance shall discuss it first with his principal, or immediate superior or department head, if applicable, in an attempt to resolve the matter informally at that level.
- J. Level two - if as a result of the discussion, the matter is not resolved to the satisfaction of the secretary within five (5) school days, she may set forth her grievance in writing to her Principal on the grievance forms provided. The Principal shall communicate his decision to the secretary in writing within five (5) school days of receipt of the written grievance.
- K. Level three - the secretary, no later than five (5) school days after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the Principal as specified above, and her dissatisfaction with decisions previously rendered. The Superintendent 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 to the employee and the Principal.
- L. Level four - if the grievance is not resolved to the employee's satisfaction, she, no later than five (5) school days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request within five (5) school days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the secretary, hold a hearing with the secretary and render a decision in writing within 45 calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, which ever comes later.

- M. Level five - no claim by a secretary shall constitute a grievable matter beyond level four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any existing by-laws of the Board of Education or (d) any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone (e) any complaint of a non-tenure secretary which arises by reason of her not being reemployed (f) or a complaint by any certificated personnel occasioned by lack of appointment to or lack of retention in any position for which tenure is either not possible or not required. If the employee is dissatisfied with the decision of the Board of Education and only if the grievance pertains to an alleged violation of this Agreement between the Board and the Association, the employee may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two weeks after the decision, in writing, of the Board of Education, was known.

A secretary, in order to process her grievance beyond Level Four, must have his request for such action accompanied by the written recommendation for such action by the Association.

Such request can be honored only if the grievant or grievants and the Association representing them waive the right, if any, in writing of said grievant or grievants and the Association representing them to submit the underlying dispute to any other administrative or judicial tribunal, except for the purpose of enforcing the arbitrator's report.

- N. The following procedure will be used to secure the services of an arbitrator.

A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

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. The findings of the arbitrator shall

be binding upon the parties. Only the Board, the aggrieved, his representatives and the Association shall be given copies of the arbitrator's report and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings. If requested by either of the parties, the arbitrator will first decide the question of arbitrability of the issue prior to entering into a hearing concerning the dispute.

- O. Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.
- P. Each party shall bear the total cost incurred by themselves.
- Q. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and such costs will be shared equally.
- R. When prepared, grievance forms shall contain at least (a) the nature of the grievance and approximate date of occurrence, (b) the nature and extent of the injury, loss or inconvenience, (c) the results of previous discussions and (d) his dissatisfaction with decisions previously rendered and (e) the relief sought by the grievant.
- S. The Education Association and the School Board agree that differences between the parties shall be settled by peaceful means as provided within this Agreement. The Education Association, in consideration of the value of this agreement and its terms and conditions, will not engage in, instigate, or condone any strike, work stoppage, or any concerted refusal to perform normal work duties on the part of any employee covered by this agreement for the duration of this agreement.

#### ARTICLE IV

#### SECRETARY RIGHTS

- A. Pursuant to Chapter 123, Public Law 1974, the Board shall not discriminate against any secretary for participation in the Association or its affiliates.
- B. Except for just cause, a secretary shall not be disciplined.
- C. Whenever any secretary is required to appear for a formal hearing before the Superintendent, Board, or any Committee or Member thereof concerning any matter which could adversely affect the continuation of that secretary in his office, position or employment, or the salary or any increments pertaining thereto, 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 choosing present to advise her and represent her during such meeting or interview. Any suspension of a secretary pending charges shall be with pay.

- D. No secretary shall be prevented from wearing appropriate pins or other identification of membership in the Association or its affiliates.
- E. Nothing contained herein shall be construed to deny or restrict to any secretary such rights as she may have under New Jersey School Laws or other applicable laws.

ARTICLE V  
HOURS OF WORK

- A. All secretaries shall work 7 hours per day plus 1 hour for lunch; hours set by respective building principal.
- B. Each secretary shall have the right to request the option of selecting summer work hours, three and one-half (3½) hours per day for one-half (½) pay, or to continue working a full day. Summer work hours shall commence the second week after the closing of school and shall continue for eight (8) consecutive weeks. The request shall go to the Superintendent no later than May 15 and the final decision rests with the superintendent.
- C. Secretaries in the unit shall be entitled to one uninterrupted rest period of fifteen minutes during the morning and one uninterrupted rest period of fifteen minutes during the afternoon.

ARTICLE VI  
SALARIES

- A. The salary of each secretary in the bargaining unit shall be computed in accordance with Appendix A., which is attached hereto and made a part hereof.
- B. A longevity increment of \$200. shall be given at the beginning of each 5th year of service in Edgewater Park Township.



ARTICLE VII  
HOLIDAYS & LEAVES OF ABSENCE

A. Holidays

1. All secretarial staff shall be hired on a contract basis with the same work schedule as teachers during actual school operations but with the building principals maintaining the right to decide if secretaries are needed to assist them for any of the holiday season.
2. Birthday off as workload permits.

B. Sick Leave

1. All twelve (12) month secretaries shall be entitled to twelve (12) days of paid sick leave in each work year, and all ten (10) month secretaries shall be entitled to ten (10) days of paid sick leave in each work year.
2. A secretary shall receive the difference between 1/240th of his annual salary and the daily rate paid to a substitute in the district for a period equal to those sick leave days accumulated, as of July 1 of the year; provided said accumulated days have been exhausted and said payment shall commence only after five consecutive days of sickness including the exhausted days if applicable.

C. Personal Leave

1. All ten (10) and twelve (12) month secretaries shall be entitled to four (4) days per year for personal, legal, religious, business, household or family matters which require absence during school hours.

D. Death in Family

1. All employees, upon application for permission, shall be entitled to five days off with full pay in the event of each death in the immediate family. The immediate family shall mean father, mother, wife, husband, child, brother, sister, each grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, and anyone domiciled in the home. All employees upon application for permission shall be entitled to one day off with full pay in the event of death of nephews, nieces, uncles, and aunts.

E. Good Cause

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

## ARTICLE VIII

### VACATIONS

- A. All twelve (12) month secretaries shall be entitled to vacations with pay according to the schedule set forth in this Article.
- B. Vacation schedules shall be arranged and coordinated with an employee's immediate supervisor, and be submitted to the Superintendent of Schools for approval by June 15th.
- C. Schedules
  - 2 weeks after first year
  - 3 weeks beginning 5th year
  - 4 weeks beginning 10th year
- 1. Secretaries who are entitled to two (2) weeks vacation with pay, may also have the option of taking one (1) or two (2) weeks additional vacation without pay. Those secretaries who are entitled to three (3) weeks vacation with pay may take one (1) additional week without pay at their own discretion.

## ARTICLE IX

### PROMOTIONS & VOLUNTARY TRANSFERS

- A. All vacancies shall be adequately published by the Superintendent in accordance with the following procedures:
  - 1. When school is in session, a notice shall be posted in each school as far in advance as practical, ordinarily at least thirty (30) school days before the final date when applications are to be submitted. A copy of said notice shall be given to the secretaries at the time of posting. Secretaries who desire to apply for such vacancies shall submit their request in writing to the Superintendent shall acknowledge receipt of applications.
  - 2. Secretaries who desire to apply for a vacancy which may be filled during the summer period when the school is not regularly in session, shall submit their names to the Superintendent together with the position for which they desire to apply. The Superintendent shall give a copy of the list of vacancies to each secretary.

ARTICLE X

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given as soon as practical before the end of the school year or as soon thereafter as the involuntary transfer and/or reassignment occurs.
- B. In the event that the secretary objects to the transfer or reassignment, and upon the request of the secretary, the Superintendent shall meet with her and discuss said transfer and/or reassignment.
- C. Final determination relative to transfer is vested with the Board and shall not be subject to the arbitration provisions set forth in Article 3 of this Agreement.

ARTICLE XI

INSURANCE PROTECTION

The Board shall provide health-care insurance consisting of the New Jersey Public and School Employees Health Benefits Plan, Coverage Code 750, which includes a Basic Plan of Blue Cross, and Blue Shield (Rider J included) as well as Major Medical. The Board shall pay the premium for full family coverage. New secretaries will be covered in accordance with existing regulations of New Jersey Public and School Employees Health Benefits Plan.

ARTICLE XII

MISCELLANEOUS PROVISIONS

- A. Insurance and picture money to be handled directly by the companies involved.
- B. This Agreement shall be construed as though it were Board and Association Policy for the items contained herein for the term of said Agreement, and the Board and the Association shall carry out the commitments contained herein and given them full force and effect as though they were Board and Association Policy.

- C. Pursuant to Chapter 123, Public Laws 1974, State of New Jersey: "Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established".
- D. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held to contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. Any individual contract between the Board and an individual secretary, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- F. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject or negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- G. Whenever any notice is required to be given by either of the said parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
1. If by Association, to Board at Superintendent of Edgewater Park Township Schools, 300 Delanco Road, P.O. Beverly, N.J.
  2. If by Board, to Association at: President of Association  
c/o of Jacques School  
Washington Avenue  
Beverly, N.J.

ARTICLE XIII  
DURATION OF AGREEMENT

- A. It is agreed between the parties that this contract shall be effective for the period July 1, 1976 through June 30, 1977. 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.
- B. In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed heron, all on the day and year first above written.

ASSOCIATION

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Secretary

BOARD OF EDUCATION

BY \_\_\_\_\_  
President

BY \_\_\_\_\_  
Secretary

SECRETARIES SALARY SCALE

1976-77

<u>Step</u>	<u>12 month</u>	<u>10 month</u>	<u>Admin. Sec.</u>
1	5800	4833	7000
2	6150	5125	7350
3	6500	5418	7700
4	6850	5708	8050
5	7200	6000	8400
6	7550	6292	8750
7	7900	6583	9100
8	8250	6875	9450
9	8600	7167	9800
10	8950	7458	10150
11	9300	7750	10500
12	9600	8000	10800
13	9900	8250	11100
14	10200	8500	11400
15	10500	8750	11700

Additional \$200 at the beginning of the 5th, 10th, 15th and 20th year  
in the Edgewater Park Township Schools.

Approved: 7/18/77

APPENDIX B

Basic Plan Blue Cross and Blue Shield  
(Rider J) as well as Major Medical. The  
Board shall pay premium for:

Full family coverage