

C O N T R A C T   A G R E E M E N T

H A Z L E T   T O W N S H I P   B O A R D   O F   E D U C A T I O N

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A N D   T H E

H A Z L E T   T E A C H E R S   A S S O C I A T I O N

( S E C R E T A R I E S   A N D   C L E R K S   U N I T )

LIBRARY  
 Institute of Management  
 Labor Relations

AUG 28 1981

RUTGERS UNIVERSITY



1979 - 1980

1980 - 1981

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PREAMBLE

This Agreement, entered into this 23rd day of April 1979 by and between the Board of Education of Hazlet Township, New Jersey, hereinafter called the "Board of Education", and the Hazlet Teachers Association, hereinafter called "Association".

WITNESSETH

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I      RECOGNITION

Section 1. The Board hereby recognizes the H.T.A. as the sole and exclusive representative for collective negotiation concerning the terms and conditions of employment herein provided for the Secretarial, Clerical and Bookkeeping employees now employed or to be employed by the Board, except Executive Secretaries, Work Study Students, and Substitutes employed due to the absence of a member of the Bargaining Unit.

Section 2. Wherever used herein the term "Employee" shall mean and to be construed only as referring to Secretarial, Clerical and Bookkeeping Personnel except Executive Secretaries, Work Study Students, and Substitutes employed due to the absence of a member of the Bargaining Unit.

ARTICLE 2      Deduction From Salary

1. The Board agrees to deduct from the salaries of its Secretaries and Clerks for the Hazlet Teachers Association, the Monmouth County Education Association, the New Jersey Education Association, or the National Education Association, or any one of any combination of such Associations as said Secretaries and Clerks individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Hazlet Teachers Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations. Deduction authorizations shall be in writing in the form set forth below.

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME \_\_\_\_\_ SOC. SEC. NO. \_\_\_\_\_

SCHOOL BUILDING \_\_\_\_\_ DISTRICT \_\_\_\_\_

TO: SECRETARY OF BOARD OF EDUCATION, HAZLET, NEW JERSEY

I hereby request and authorize the above named Secretary of the Board of Education to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the Secretary of the Board of Education will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the Secretary of the Board of Education shall deduct any remaining amount due for that current school year. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing Board and all of its officers from any liability therefor. I designate the Hazlet Teachers Association to receive dues and distribute according to the organization(s) indicated:

- Hazlet Teachers Association . . . . . \_\_\_\_\_
- National Education Association . . . . . \_\_\_\_\_
- Monmouth County Education Association . \_\_\_\_\_
- New Jersey Education Association . . . . \_\_\_\_\_

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues for each covered member. Any Association which shall change the rate of its membership dues shall give the Board sixty (60) days written notice by certified mail prior to the effective date of such change.

3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of a member's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

ARTICLE 3 PROBATIONARY PERIOD FOR NEW EMPLOYEES

Section 1. The first sixty (60) days of employment for all new employees will be considered a probationary period for purposes of this agreement.

Section 2. During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Board shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

ARTICLE 4 HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall be from Monday to Friday, both inclusive, and shall be comprised of five (5) days of seven consecutive hours each, exclusive of lunch period, which shall be of one hour continuous duration as assigned by Supervisor.

Section 2. The first hour of work performed beyond the normal work hours in any one day shall be compensated for at the straight time hourly rate. Work performed in excess of eight (8) hours per day or on Saturday shall be considered overtime and compensated for at time and one-half or one and one-half (1-1/2) the straight time hourly rate.

Section 3. Any work required to be performed on Sunday, shall be considered overtime and compensated for at two (2) times the regular rate of pay.

Section 4. In the event any employee is called back to work after the conclusion of the employee's normal assigned work schedule, the employee will be entitled to a minimum of four (4) hours pay at one and one half (1-1/2) times the employee's regular rate of pay.

ARTICLE 5 WORK FORCE REDUCTION

Section 1. The Board agrees that it will not engage any new employees unless all of the employees presently employed are working the scheduled hours noted in this agreement.

Section 2. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Board by category (bookkeeper, secretary, clerk), except that in force reduction, the person in each category to be laid off shall have the option to bump a person in any category provided the person bumping has greater seniority and has performed in that position previously. That person so bumped is then entitled to bump the person with the lesser seniority in

any category provided they have served in that position so on down the line. The employee with the least seniority in each category shall be laid off first and in rehiring, the same principle shall apply; the last employee laid off shall be the first to be rehired. The provisions of this article shall be subject to the provisions of N.J.S.A. Title 18A.

Section 3. The employees involved in such lay-off shall receive seventy two (72) hours notice in writing prior to any lay-off, and a copy shall be given to the H.T.A. Representative.

#### ARTICLE 6 JOB VACANCIES, NEW JOBS CREATED, OR PROMOTIONS

Section 1. If new jobs are created within the units subject to this agreement or if such vacancies occur in a higher rated position or if such promotions are to be made, and if two or more employees determined equally qualified by the Board apply for such position, seniority shall be the determining factor in the selection of employees to fill such positions before any new employees are hired.

Section 2. The Board agrees to post a notice of such new job, vacancy or promotion on the bulletin board for a minimum period of five (5) working days. Such notice shall contain a description of the job, the rate, cut off date for applications, and when the job will be available. Anyone subject to this agreement in order to be considered shall so indicate in writing to the Supervisor posting the notice.

Section 3. In the event an employee covered under this agreement is selected to fill such position, the employee and the H.T.A. shall be notified in writing of the employee's acceptance by the Board within three (3) days of such acceptance.

Section 4. Any employee subject to this agreement selected to fill a new position or promotion to a position, either of which is subject to this agreement, shall be granted a trial period of up to sixty (60) days. If it shall be determined by the Board during the said trial period, that the promoted employee is for any reason not qualified to discharge the duties of the position to which he or she was promoted, the employee shall resume his or her former position or a position equivalent thereto. During the trial period the employee shall receive no increase in salary by reason of the promotion but shall, if accepted in the new position, receive such an increase in salary retroactive to the commencement date of the trial period. However, if the employee has equivalent experience and has previously performed the specific higher rated position, such employee shall receive the higher rate immediately.

ARTICLE 7      GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Any grievance of any employee shall be discussed between the employee and the immediate Supervisor or the designated representative within ten (10) working days after the occurrence of the grievance. If not settled there, it shall be discussed between the H.T.A. Representative, the employee, and the immediate Supervisor. If not settled there, and provided the grievance involves interpretation or application of the terms of this Agreement, the H.T.A. may, within five (5) school days of the immediate Supervisor's final decision, submit the matter to the Board Secretary or Superintendent of Schools and may, within ten (10) school days of the final decision by the Board Secretary or Superintendent of Schools, submit the matter in writing to the Board. The grievance shall be reviewed by a Committee of the Board and the committee, at its option, may hold a hearing with the aggrieved and the aggrieved's representative. This shall be done not later than ten (10) working days excluding weekends following the receipt of the H.T.A.'s communication by the Board Secretary or Superintendent of Schools. The Board Committee shall communicate their decision in writing to the H.T.A. not later than thirty five (35) calendar days following the meeting.

Section 2. In the event the grievance is not satisfactorily settled by the above procedure within ten (10) days thereafter, then both parties agree that either party may request the New Jersey State Board of Mediation to appoint an arbitrator who shall have full power to hear and determine the dispute, and whose decision shall be final and binding.

Section 3. The time limits herein provided for may be extended by mutual agreement.

Section 4. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement.

The cost of arbitration shall be shared equally by the Board and the H.T.A.

ARTICLE 8      HOLIDAYS

Section 1. All employees will observe the school calendar from the first to the last day of school; all employees will observe July 4th as a holiday except those listed for a full month of vacation in Article 9, Section 1. All employees will observe Labor Day as a holiday.

All holidays shall be observed with pay.

Section 2. Emergency closings of school shall be considered as normal work days.



Section 3. In order to be eligible for Holiday Pay, an employee must work on the scheduled workday immediately preceding and following the holiday, unless sick or reasonably excused, and in the case of illness, a doctor's note may be required.

ARTICLE 9      VACATIONS

Section 1.

- a. All employees in the Bargaining Unit as defined in Article 1, Section 2, may earn vacation in accordance with the following schedule:

<u>Completed Years of Service as of 1 July</u>	<u>Earned Vacation</u>
6 months	1 week
1 year	2 weeks
8 years	3 weeks
10 years	4 weeks

except the following employees shall be entitled to the full month of July as long as they are employed in their present position:

- |                 |                     |
|-----------------|---------------------|
| Citro, Irene    | McGovern, Pauline   |
| Guiser, Jody    | Phillips, Katherine |
| Kitson, Blanche | Sack, Gloria        |
| Lube, Violet    | Coburn, Beatrice    |
| Marsh, Marcia   | *Lucas, Margaret    |

\*Subject to scheduling based on needs of the Department.

- b. Completed years of service shall be calculated from July 1st of any year. Persons who join the Unit prior to January 1st of any year shall be considered to have completed a year of service on the following July 1st; persons who join the Unit between January 1st and June 30th of any year shall be deemed to have one year's completed service on the July 1st of the following year for purposes of this section.

Section 2. Employees must take vacations to which they are entitled within the year following the year in which it was earned. Vacations can neither be accumulated nor go back beyond that year.

Section 3. All employees shall take their earned vacation on a schedule as approved by their Supervisor.

ARTICLE 10    LEAVESSection 1.

- a. Fourteen (14) days paid sick leave each year shall be granted to all twelve (12) month employees in the Bargaining Unit and the same shall be cumulative from year to year.
- b. All employees in the Bargaining Unit shall be entitled to six (6), non cumulative, paid days of personal leave of absence each year. Advance approval from their immediate Supervisor or Superintendent shall be required (except for death and illness of a sudden and unexpected nature).
  1. Absence because of death, illness or to attend the marriage or funeral of a member of the immediate family. (Immediate family is any member of the family unit no matter what degree of relationship.)
  2. Absence for attendance at court because of a subpoena.
  3. Absence for transactions involving a legal instrument (deed, mortgage, property title, etc.) or a court order.
  4. Absence for personal business.
  5. Absence for observance of religious holidays.

Section 2. Jury Duty Leave - An employee who is called for jury duty shall be paid full base salary by the Board.

ARTICLE 11    INSURANCE

The Board agrees to provide and cover all employees within the Bargaining Unit, including their dependents, with base and major medical hospital and surgical insurance on the basis and to the extent provided to all other employees in the District.

ARTICLE 12    MISCELLANEOUS

Section 1. No employee shall be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 2. The Board shall provide reasonable bulletin board space for the posting of Notices to its Members. Every notice so posted shall bear the name of the person or organization responsible for it and its removal date.

Section 3. Substitutes shall not be subject to the terms and conditions of this Contract.

ARTICLE 13Section 1.A.

## 1979-80 SALARY GUIDE

STEP	CLERK	SECRETARY	BOOKKEEPER
	A	B	C
1	5600	6700	6700
2	5800	6940	6940
3	6000	7180	7180
4	6200	7420	7420
5	6400	7660	7660
6	6600	7900	7900
7	6800	8140	8140
8	7000	8380	8380
9	7200	8620	8620
10	7400	8860	8860
11	7600	9100	9100
12	7800	9340	9340
13	8000	9580	9580

ARTICLE 13Section 1.B.

## 1980-81 SALARY GUIDE

STEP	CLERK	SECRETARY	BOOKKEEPER
	A	B	C
1	5965	7065	7065
2	6165	7305	7305
3	6365	7545	7545
4	6565	7785	7785
5	6765	8025	8025
6	6965	8265	8265
7	7165	8505	8505
8	7365	8745	8745
9	7565	8985	8985
10	7765	9225	9225
11	7965	9465	9465
12	8165	9705	9705
13	8365	9945	9945
14	8565	10185	10185


Section 2. It is mutually agreed to place the following employees covered by this Agreement on the Salary Guide and Step as listed for the 1979-80 school year beginning 1 July 1979 and ending 30 June 1980 and for the 1980/81 school year beginning 1 July 1980 and ending 30 June 1981. It is understood that the placement on the step is by mutual agreement and does not reflect the number of years of service or experience.

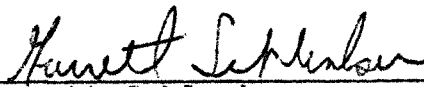
	<u>79-80</u>	<u>80-81</u>	
SCALE A	A-3	A-4	A. Lands
	A-4	A-5	M. Harrold
	A-7	A-8	P. Sahli
	A-7	A-8	M. Wolfe
	A-9	A-10	B. Drapluk
	A-10	A-11	R. Walters
	A-12	A-13	P. Johnson
SCALE B	B-5	B-6	S. Duggan
	B-5	B-6	G. Sack
	B-6	B-7	J. Barker
	B-6	B-7	M. Marsh
	B-7	B-8	K. Ryan
	B-8	B-9	I. Citro
	B-8	B-9	M. Montannelli
	B-9	B-10	V. Lube
	B-11	B-12	H. Schwartz
	B-11	B-12	J. Goglia
	B-12	B-13	J. Guiser
	B-12	B-13	B. Kitson
	B-12	B-13	M. Lucas
	B-12	B-13	R. Reynolds
	B-12	B-13	M. Woodruff
	B-13	B-14	B. Coburn
	B-13	B-14	P. McGovern
	B-13	B-14	K. Phillips
SCALE C	C-4	C-5	F. Serpico
	C-8	C-9	E. Donovan
	C-12	C-13	J. Yates

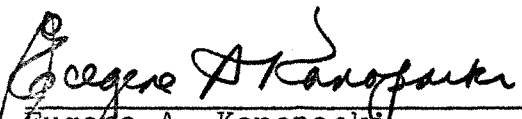
ARTICLE 14DURATION OF AGREEMENT

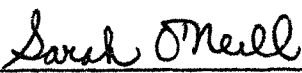
This Agreement shall become effective July 1, 1979 and shall continue in full force and effect for a period of two (2) years to June 30, 1981 midnight. After June 30, 1981 and so, from year to year, this Agreement shall continue in full force and effect unless either of the parties is given notice in writing of the Articles to be negotiated prior to November 1st preceding the expiration of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the day and year first above written.

  
 \_\_\_\_\_  
 Bonnie J. Mitchell  
 President, Hazlet Township  
 Board of Education

  
 \_\_\_\_\_  
 Garrett Schlenker  
 President, Hazlet Teachers  
 Association

  
 \_\_\_\_\_  
 Eugene A. Konopacki  
 Bd. Secretary/School Business  
 Administrator

  
 \_\_\_\_\_  
 Sarah O'Neill  
 Secretary, Hazlet Teachers  
 Association

Dated: April 23, 1979