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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

between the

Piscataway Association of Educational Secretaries

and the

Piscataway Township Board of Education

July 1, 1970 - June 30, 1972

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PISCATAWAY ASSOCIATION OF EDUCATIONAL SECRETARIES

Preamble

This Agreement entered into this _____ day of _____ 1970, by and between the Board of Education of Piscataway Township, New Jersey, hereinafter called the "Board," and the Piscataway Association of Educational Secretaries, hereinafter called the "Association."

ARTICLE I

Recognition

The Piscataway Township Board of Education hereby recognizes the Piscataway Association of Educational Secretaries as the exclusive negotiating agent for the following categories of full-time personnel employed in the district:

- a. Ten (10) month categories:
 - Clerk
 - Data Processing Operator
 - Activities Bookkeeper
 - Stenographer
 - Secretary

- b. Twelve (12) month categories:
 - Clerk
 - Switchboard Operator
 - Stenographer
 - Secretary
 - Payroll Clerk
 - Bookkeeper

ARTICLE II

Negotiation of Successor Agreement

- A. The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of secretarial employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this

Article II (cont'd)

Agreement expires. Any Agreement so negotiated shall apply to all full-time personnel units described in Article I, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

- B. 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.

ARTICLE III

Grievance Procedure

A. Definition

1. A "Grievance" shall mean a complaint by an employee(s) in the unit described in Article I that there has been to her (them) a violation, misinterpretation or inequitable application of any of the provisions of the Agreement.
2. Employees in the bargaining unit shall have the right to grieve administrative decisions, not arising out of the Agreement, which are inequitable as to them. Notwithstanding anything in this Article to the contrary the right to appeal such administrative decisions shall terminate at Board of Education level.
3. All grievances which are carried beyond the first step shall be processed by the Association.
4. A group grievance may be initiated by the Association at the lowest appropriate level when a grievance affects more than one employee in the unit.

B. Adjustment of Grievance

1. The employee(s) or Association shall present the grievance, either orally or in writing, to the immediate supervisor within twenty calendar days following the treatment, act or condition which is the basis of the grievance; this initial grievance shall make known the full details of the grievance and the result so that a decision can be based on total pertinent information. The immediate supervisor's written decision

Article III (cont'd)

shall be made to the employee and Association within ten calendar days after the grievance is received.

2. The Association may appeal a decision, in writing, to each next higher authority in turn. The sequence shall be (starting at the lowest appropriate level): immediate supervisor, building principal, Business Administrator or designee, Board of Education, arbitrator, if applicable. Prior to each appeal, the employee(s) shall inform the authority who last rendered a decision of his intention to appeal to the next higher authority. The complete file shall be transmitted by the administration at each stage in the proceedings.
3. If the Association wishes to carry its appeal to the Business Administrator, it shall present the full grievance in writing to the building principal or other supervisor whose position of authority is immediately below that of the Business Administrator within ten calendar days of the date of the decision of the principal or supervisor, and the Association's written reason for forwarding the appeal.
4. The Business Administrator shall review the materials submitted to him, may discuss the issue with the parties involved, and shall render a written decision within ten calendar days of the date of the appeal.
5. To carry an appeal to the Board, the Association shall submit to the Board Secretary the complete records thus far accumulated plus its written reason for forwarding the appeal within (10) calendar days of the Business Administrator's decision and notify the Business Administrator of its action. The Board Secretary shall promptly notify the Board, and, within fifteen (15) calendar days, the Board shall meet and shall render a decision within ten (10) calendar days after meeting. The employee(s) and his representatives shall be present at any such meeting.
6. a. If the Association is dissatisfied with the determination of the Board of Education, it may initiate binding arbitration within ten (10) calendar days of receipt of the Board's decision.

Article III (cont'd)

Within the aforementioned time limit the Association must deliver to the Board a written notice of appeal, a request to arbitrate, and the grounds thereof.

- b. Selection of arbitrator -- The Board and the Association shall attempt to agree on an arbitrator to determine the particular grievance being submitted. If no agreement on an arbitrator is reached within ten calendar days of the time that the request for arbitration is received, then the parties shall jointly request the American Arbitration Association to submit a list of five (5) names of qualified arbitrators. Upon receipt of the list the Association shall strike two names, the Board two names and the remaining arbitrator on the list shall then be designated as the arbitrator to hear the grievance.
- c. Rights, duties and jurisdiction of arbitrator --
 - 1. Before the submission of a grievance to arbitration, each party shall, in writing, set forth the issue or issues to be determined and/or considered by the arbitrator.
 - 2. Arbitrator must limit himself to a consideration of the issues presented.
 - 3. Arbitrator can neither alter, modify, add to nor subtract from any of the provisions of the Agreement.
 - 4. The determination of the arbitrator must be limited to the express terms and/or conditions of the Agreement which are the subject of grievance.
 - 5. The arbitrator's report shall be presented only to the parties at interest.
- d. Costs -- The Board and the Association shall share equally the cost of the arbitrator.

Article III (cont'd)

7. Notwithstanding anything contained in this Article to the contrary all notices of appeal must be made in writing within ten days of written decision to the next highest authority, otherwise the appeal shall be deemed abandoned. No written decisions shall be required if the employee(s) in writing advises the hearing authority that its decision will not be appealed. (If a decision is not rendered within the specified time period, the employee and/or Association may appeal to the next higher authority.) All time limits may be extended by mutual consent.

ARTICLE IV

Secretaries' Rights

- A. Secretaries are entitled to the rights granted them pursuant to Chapter 303, Public Laws of 1968.
- B. Nothing contained herein shall be deemed to deny or restrict any rights they may have under New Jersey State Law or other applicable laws or regulations. The rights granted hereunder shall be deemed to be in addition to those provided elsewhere.
- C.
 1. No secretary with tenure status shall be reduced in rank or compensation without just cause; and any such action executed by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.
 2. Non-tenure secretaries who have completed the probationary period may grieve under the provisions of C-1 above, only up to the level of the Board of Education.
 3. Notwithstanding anything contained in this Article IV or in this Agreement to the contrary, a probationary secretary shall have no right to grieve by reason of her not being re-employed.
- D. Whenever any secretary is required to appear before the Business Administrator or his designee

Article IV (cont'd)

for a conference to determine whether or not charges should be preferred against him or her, then he or she shall be given prior written notice of the reasons for such meetings or interview and shall be entitled to have a representative of her choice present to advise her and represent her during such meeting or interview.

- E. Any suspension of a secretary pending charges shall be without pay, providing that charges are brought within three (3) business days of the conference specified in D above.

ARTICLE V

Association Rights and Privileges

- A. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, any available public information.
- B. Subject to Board of Education policy and the approval of the building principal, the Association may use appropriate rooms for meetings in a school or administration building after school hours and until 5:00 p.m. Rooms may be used for evening meetings with prior approval by the building principal and the business office.
- C. The Association shall have the right to use the inter-school mail facilities and the school mail boxes, with good judgment, except where it interferes with the orderly transmission of inter-school mail.
- D. The Association shall be provided with copies of all Board meeting minutes.

ARTICLE VI

Secretarial Employment

- A. Classification of Positions
 - Level I
 - Library Clerk
 - General Clerk

Article VI (cont'd)

Business Office Clerk
 Transportation Clerk
 Personnel Clerk
 Guidance Clerk (High School)
 Switchboard Operator

Level II

Guidance Clerk (Jr. High)
 Attendance Clerk (Jr. High)
 Accounts Payable Clerk
 Maintenance Clerk
 Activities Bookkeeper
 Secretary to AVA Supervisor
 Data Processing Operator
 Secretary to Vice Principal
 Secretary to Super. of Voc. Ed.
 Records Clerk
 Certification Clerk
 Secretary to Elementary Super.
 Special Services Secretary
 Cafeteria Clerk

Level III

Elementary Secretary
 Secretary - Ass't. to Bus. Adm.
 Secretary - Adm. Ass't. Personnel
 Guidance Secretary (High School)

Level IV

Head Secretary (Secondary School)
 Payroll Clerk
 IBM Operator
 Secretary - Director Secondary
 Secretary - Director Elementary
 Secretary - Assistant Superintendent
 Secretary - Director Special Services

Level V

Head Bookkeeper

B. 1. Salaries -- Schedule of weekly minimums and maximums

Level	1970-71		1971-72	
	min.	max.	min.	max.
I	\$ 90	\$ 115	\$ 95	\$ 120
II	95	120	100	125
III	100	125	105	130
IV	110	135	115	140
V	115	140	120	145

Article VI (cont'd)

2. For the 1970-71 contract year each employee shall receive a 10% salary increase based upon her 1969-70 weekly salary; except that no employee shall earn a weekly salary less than the 1970-71 minimum nor more than the 1971-72 maximum for her level set forth in B. 1. above.
 3. For the 1971-72 contract year, each employee shall receive an 8% salary increase based upon her 1970-71 weekly salary; except that no employee shall earn a weekly salary less than the 1971-72 minimum nor more than the 1971-72 maximum for her level set forth in B. 1. above.
 4. Newly hired employees shall earn a weekly salary no less than the minimums specified in B. 1. above.
- C. Termination of employment
1. Written notice shall be submitted at least two (2) weeks prior to the effective date of an employee's resignation.
 2. Written notice of termination of employment shall be submitted to non-tenure secretaries at least two (2) weeks prior to the effective date of such termination.

ARTICLE VII

Working Conditions

- A. Hours
1. A normal work week for employees in those personnel units designated in Article I shall consist of five (5) working days, namely, Monday, Tuesday, Wednesday, Thursday, and Friday.
 2. A normal work week shall consist of thirty-five (35) hours, (excluding lunch).
 3. Each work day shall include a 15-minute break period in the morning, as well as a 15-minute break period in the afternoon.
 4. Each work day shall have a lunch period of one (1) hour which shall not be included in or considered a part of the work day.

Article VII (cont'd)

B. Overtime

1. Although overtime is understood to be a necessary condition of employment, the scheduling of overtime hours shall be mutually agreed upon by the employee and her immediate supervisor.
2. An employee who works more than 35 hours but no more than 40 hours in any one week shall be compensated on a straight hourly rate for the time worked.
3. An employee who works more than 40 hours shall be compensated on the basis of time and a half for each hour beyond the 40th hour worked in any one week.

C. Holidays

1. There shall be a minimum of thirteen (13) paid holidays each contract year.
2. The following designated days shall be deemed paid holidays on which no employee covered hereby shall be obligated to work for the 1970-71 school year.

July 3	Independence Day
September 7	Labor Day
October 12	Columbus Day
November 11	Veterans' Day
November 26, 27	Thanksgiving
December 24, 25	Christmas
December 31	New Year's Eve
January 1	New Year's Day
April 9, 12	Easter
May 31	Memorial Day

3. If a holiday falls during an employees vacation period, the employee shall receive an extra day off with pay.

ARTICLE VIII

Vacancies and Transfers

- A. Notice of all vacancies shall be posted in each building.
- B. Office personnel who desire a change in assignment may file a written statement of such desire

Article VIII (cont'd)

with the Administrative Assistant for Personnel.

- C. Where qualified personnel make such application, they shall receive prior consideration in filling the vacancy.

ARTICLE IX

Sick Leave, Paid Vacations and Other
Leaves of Absence

A. Sick Leave

1. As of July 1, 1970, all secretaries currently employed shall be entitled to Ten (10) sick leave days (11 after tenure) for ten-month employees, and eleven (11) sick leave days (12 after tenure) for twelve-month employees each contract year (July 1 to June 30).
2. Secretaries who begin their employment during the contract year shall be entitled to sick leave days equal to the number of calendar month remaining in the contract year.
3. Secretaries who terminate their employment before the end of the contract year shall be entitled to have used one (1) sick leave day for each month worked since the beginning of the contract year.
4. For the purposes of sections 2 and 3 above, the term "month" shall be defined as a calendar month or major fraction thereof.
5. Deductions for days of service lost because of personal illness beyond the annual sick leave allowance or any accumulated leave shall be at the rate of half pay per day based on the employee's current salary up to a total of sixty (60) working days. No salary shall be paid for any absence subsequent to the aforementioned sixtieth day in any one contract year.

B. Emergency Leave -- not covered by Sick Leave

1. Death in Immediate Family
Employees shall be allowed up to three (3) working days absence at any one time without loss of pay in case of death in the immediate family. "Immediate Family" is interpreted to include father, mother,

Article IX (cont'd)

spouse, brother, sister, son, daughter, mother-in-law, father-in-law, or any other relative who makes his or her home with the family of the employee.

2. Funeral of a Relative

One working day shall be allowed without loss of pay for the funeral held on a working day of a relative who is not a member of the immediate family and is not living in the home of the employee.

3. Personal or Emergency Leave

a. Employees may be granted leave with full pay in addition to sick leave and death in the family, not to exceed two (2) days per year. This leave may be granted by the School Business Administrator upon the written request of the employee. Unused leave of this kind shall not be cumulative.

b. Reasons for which this type of leave may be granted include, but are not limited to, the following:

1. Serious illness or accidental injury in the immediate family.

2. Required appearance in court of law unless found guilty of moral turpitude on the part of the employee.

3. Religious holiday.

4. Personal marriage.

5. Moving personally from one residence to another.

6. Attending college graduation of son or daughter.

7. Personal graduation from college.

c. Employees shall be granted one of the two days allowed under this section without the requirement of a stated reason. The present Emergency Day Request Form is still required.

d. Deductions for absence beyond the two days for reasons listed above shall be at the daily rate.

Article IX (cont'd)

- e. Other requests may be granted in the sole judgment of the School Business Administrator but with loss of pay at the daily rate.
- f. Whenever possible, written request for absence shall be submitted in advance.
- g. Except as provided in (C) above, documentary evidence of reason for absence shall be submitted when requested by the Business Administrator.

C. Leaves of Absence

1. Maternity Leave

Members of the staff who have received tenure shall be permitted to take maternity leaves of absence without pay. Determination of the length of such leaves shall take the following factors into consideration:

- a. The personal health and family circumstances of the staff member.
- b. The staffing needs of the school system.
- c. The desirability of dovetailing staff changes with the school calendar.

A staff member must apply for a maternity leave of absence as soon as she becomes aware of her pregnancy.

In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the Business Administrator for permission to return to work prior to the termination of the period for which the leave was granted. Such applications must be accompanied by a certificate from a physician indicating that the staff member is in good health and is able to resume her duties.

- 2. Any female employee with tenure status adopting an infant pre-school child may receive a leave similar to that for maternity and which shall commence upon her receiving the actual custody of said infant, or earlier if necessary to fulfill the requirements for adoption.

Article IX (cont'd)

3. A leave without pay for health, or other reasons may be granted to tenure employees at the discretion of the Board of Education.
4. A leave without pay for military service shall be granted.
5. Return from Leave
Personnel on Maternity Leave, Military Leave, or any other extended leave shall, in writing, inform the Business Administrator of intention to return as follows:
 - a. If date of return is the start of school in September, notice should be received not later than the preceding April 1.
 - b. In other cases, notice must be received at least sixty days before the scheduled date of return.

D. Paid Vacation:

Personnel employed on a twelve (12) month schedule shall be granted vacation time with pay according to the following schedule:

1. More than six (6) months
but less than one (1) year
by July 1 Five (5) days
2. At least one (1) year
but less than ten (10)
years by July 1 Ten (10) days
3. At least ten (10) years
but less than twenty (20)
years by July 1 Fifteen (15) days
4. At least twenty (20)
years Twenty (20) days

Vacations shall be taken in accordance with a schedule approved in advance by the Business Administrator in their respective area.

ARTICLE X

Professional Improvement

- A. Secretarial personnel who attend the annual convention of the New Jersey Education Association shall notify their immediate supervisor at least one week in advance of the actual convention. After her return to school each secretary shall submit a Certificate of attendance furnished by the N.J.E.A.
- B. Secretarial personnel attending the annual convention of the New Jersey Education Association and who are Associate Members of the NJEA, shall receive reimbursement of \$10.00 for expenses. At least one day's attendance is required. A Certificate of Attendance furnished by the NJEA shall be submitted by each person seeking reimbursement.
- C. Board shall reimburse at the rate of 100% all expenditures incurred in taking courses which the individual is requested to take by the Board of Education.
- D. In-service workshops shall be held for all secretaries on same days as those scheduled for teachers. Association shall be responsible for planning and implementation.

ARTICLE XI

Insurance Protection

All full-time employees covered by this Agreement shall receive health insurance benefits equal to those provided for the unit represented by the Piscataway Township Education Association.

ARTICLE XII

Rights, Authority and Responsibilities
Of the Board of Education

The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and any other responsibilities

Article XII (cont'd)

conferred upon and vested in it by the statutes and the Constitution of the State of New Jersey and of the United States.

The Board's reservation of rights shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and statutes of the State of New Jersey, including Chapter 303, P. L. 1968.

ARTICLE XIII

Dues Deduction

- A. The Board agrees to deduct from the salaries of its employees dues for the Piscataway Association of Educational Secretaries, the Middlesex County Education Association, the New Jersey Education Association, and the National Education Association, or any one or any combination of such associations as said employee individually and voluntarily authorizes 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 Piscataway Association of Educational Secretaries 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.
- B. The Board shall have no responsibility and/or liability to any person, corporation, or association for any failure, error, omission, mistake, or loss resulting from the action of any person as a member or representative of the Piscataway Association of Educational Secretaries in authorizing, accepting or disbursing said deductions.
- C. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XIV

Miscellaneous Provisions

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, according to a decision of the Commission of Education or a Court of 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.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to provisions(s) of this Agreement, either party shall do so by telegram, registered letter, or receipted letter at the following address:
 - 1. If by Association, to Board at: Ethel Road
Piscataway, NJ
 - 2. If by Board, to Association at _____
Address

ARTICLE XV

Duration of Agreement

- A. The provisions of this Agreement shall be effective as of July 1, 1970, and shall remain in full force and effect until June 30, 1972, subject to the right of the Board and the Association to negotiate a modification of this Agreement as provided in Article II of said Agreement.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries all on the day and year first above written.

Dated this _____ day of _____, 1970

Piscataway Association of
Educational Secretaries

Piscataway Township
Board of Education

by _____
President

by _____
President

by _____
Secretary

by _____
Secretary

