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18-20

A G R E E M E N T

between the

BOARD OF EDUCATION

TOWNSHIP OF WARREN

COUNTY OF SOMERSET, N. J.

AND THE

WARREN TOWNSHIP
EDUCATIONAL SECRETARIES ASSOCIATION

For The School Year 1977-78

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Labor Relations

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June 1977

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PREAMBLE

This agreement entered into this _____ day of _____ 1977, by and between the Board of Education, Township of Warren, County of Somerset, New Jersey, hereinafter called the "Board" and the Warren Township Educational Secretaries Association hereinafter called the "Association."

W I T N E S S E T H

WHEREAS, the parties hereto have reached an agreement respecting the terms and conditions of employment of certain employees of the Board, the parties hereto, pursuant to Revised Statutes 34:13A-1 et seq., mutually agree as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for office personnel under contract, on leave or employed by Board as included herein:

Attendance officer: as per Title 18A

Secretaries: Elementary school offices
Middle School offices
Child Study Team offices
Superintendent's offices
Board offices

Clerk Typist: Any of above offices

Accounting personnel: Bookkeeper
Clerk

but excluding full-time secretary to the superintendent and full-time executive secretary to the school business administrator, and other employees of the Warren Township Board of Education.

Unless otherwise indicated, the term "Secretaries" when used hereinafter in the Agreement, shall refer to all personnel represented by the Association in the negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiation over a procedure in accordance with Revised Statutes 34:13A-1 et seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of secretaries' employment. Such negotiations shall begin on dates prescribed by law.

Any agreement so negotiated shall apply to secretaries, as listed above with noted exclusions, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

- B. During negotiations, the Board and the Association may present relevant data, exchange points of view and make proposals and counter proposals.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

A "Grievance" is a claim by a secretary or the Association based upon the interpretation, application, or violation of this Agreement, Board policies or administrative decisions effecting a secretary or a group of secretaries. Exclusion: A complaint of a non-tenure secretary which arises by reason of her not being re-employed.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may affect secretaries. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at all levels of the procedure.

C. Procedure

1. 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 grievant's contract year, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of that contract or as soon thereafter as is practicable.
2. Level One: A secretary shall first discuss her grievance with her immediate superior within five work days of its occurrence, to resolve the matter informally.
3. Level Two: If a mutually satisfactory resolution of the grievance is not communicated to the grievant within ten work days of Level One, she may forward her grievance in writing to the Superintendent. The Superintendent shall meet with the grievant and/or her representatives within ten work days of receipt. At his discretion, the Superintendent may require the presence of "the immediate superior" at that meeting.

Article III, continued

4. Level Three: If a satisfactory resolution of the grievance has not been communicated to the grievant within ten work days of the Level Two meeting, the grievant and/or her representatives may submit the grievance to the Board of Education in writing. Within fifteen (15) work days of the receipt of grievance, the Board shall notify the grievant as to whether or not a hearing will be held. If no hearing is set the grievant may proceed to Level Four. If a hearing is set, the Board must hold it within twenty (20) work days of Board receipt of grievance. The grievant and/or her representatives shall meet with the Board and/or its representatives. The Board's decision shall be communicated to the grievant within five(5) work days of this meeting.
5. Level Four: Appeals beyond Level Three may be made as prescribed by law.

The filing of a grievance does not relieve the grievant of the responsibility for complying with administrative directive until such time as the grievance is resolved.

D. Miscellaneous

1. Decisions unsatisfactory to the aggrieved which are moved to the next step shall be in writing. The decisions and the reasons therefore shall be transmitted promptly to all parties in interest and to the Association. When a secretary is not represented by the Association, the Association shall have the right to be present and to state its views with the approval of the grievant.
2. All meetings and hearings under the procedure shall be as permitted by the Open Public Meetings Act, C 231, P.L. 1975.

ARTICLE IV

SECRETARY RIGHTS

- A. Pursuant to chapter 123, Public Laws of 1974, as amended, the Board hereby agrees that every employee of the Board included in the unit as set forth under Article I shall have the right freely to organize, join, and support the Association and its activities and affiliates for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly elected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any secretary in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, as amended, or other laws of New Jersey or Constitutions of New Jersey and the United States.

- B. No tenure secretary shall be disciplined, reprimanded, reduced in rank, or have her increment withheld without just cause. Any such action taken by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board, and shall be subject to the grievance procedure herein set forth.

- C. 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 and regulations of the State of New Jersey.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests available information concerning the financial resources of the district; i.e., A-4 audit, A-7 report, agendas and minutes of all public Board meetings, census data, individual and group teacher health insurance premiums relative to cost with names and classifications of illness to be withheld, and names and addresses of all teachers.
- B. (1) If both parties agree to meet during working hours any representative of the Association or any secretary participating in these negotiations, grievance proceeding (excluding Level Four) conferences, or meetings relative thereto shall suffer no loss of pay.
- (2) It is recommended that all Level Four Grievance Procedures be conducted outside school hours. If this is not possible the cost of substitutes shall be deducted from the salary of the grievant and the Association representatives.

ARTICLE VI

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.
 2. Normal work week shall consist of 37½ hours (excluding lunch).
- B. Overtime
1. At the request/approval of immediate superior, a secretary who works more than thirty-seven and one-half (37½) hours in any one week shall be compensated on the basis of time and one-half for each hour beyond the 37½ hours worked in that week. Holidays falling within the work week shall be considered as days worked.

(Article VI, Working Conditions, cont.)

C. Inclement Weather/Emergency Closings

1. When school is closed due to inclement weather, secretaries will be expected to make every reasonable effort to get to work. Delayed arrival will be acceptable -

ARTICLE VII

SALARIES AND FRINGE BENEFITS

- A. The salaries of all secretaries covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

1. Ten-month secretaries may individually elect to have approximately twelve (12) percent of their monthly salary deducted from their pay. These funds shall be deposited in the secretary's name in the Board's bank of record, and may be withdrawn by the secretary at any time.
2. Secretaries employed on a ten (10) month basis are to be paid in twenty (20) semi-monthly installments.
3. When a payday falls on or during a school holiday, vacation or weekend, secretaries shall receive their paychecks on the last previous working day.
4. Ten-month secretaries shall receive their final check on or before June 30.

- B. With prior approval of the superintendent, secretaries shall be reimbursed 100% of tuition costs not to exceed 100% of the current State University tuition for all successfully completed relevant courses.

C. Medical Insurance

Medical insurance as per Warren Township Educational Association Agreement.

- D. Compensation for the use of private automobiles for authorized Board activities shall be 15¢ per mile.

ARTICLE VIII

TRANSFERS AND PROMOTIONS OF PERSONNEL

- A. Notice of secretarial vacancies and promotional opportunities within the school district shall be forwarded to the Association president for posting upon receipt, when school is in session. Secretaries interested in applying for any of these positions may indicate their interest in writing to the Superintendent within ten (10) days of submission of the notice to the Association.

Secretaries who wish to be informed of vacancies and promotional opportunities which may occur during the summer months shall leave a statement to that effect for the Superintendent prior to the close of school in June so notice of vacancies and promotional opportunities can be mailed to them.

- B. Secretaries may request a transfer within the school district by notifying their school principal or immediate superior in writing prior to February 15 for the following school year.
- C. Involuntary reassignments or transfers of school personnel shall be made only after consultation with the secretary affected, if that secretary can be reached. Notices of such transfers will be given to the secretary involved as soon as practical and only after all voluntary requests for this assignment or transfer have been carefully considered.

ARTICLE IX

SICK LEAVE

- A. Cumulative sick leave as defined in New Jersey Statutes annotated 18A:30-1 and amended below:
1. Ten days absence for personal illness with full pay in any school year (18A:30-2) for ten-month employees with less than six years service in Warren Township.
 2. Unused days of sick leave shall be cumulative without limit, beginning from the date of the secretary's continuous employment by the Board (18A:30-3,3.1.)
 3. Twelve days absence for personal illness with full pay in any school year for ten-month employees with six years or more service in Warren Township. These shall be cumulative.
 4. Secretaries while on leave of absence do not accumulate additional sick leave credit but are guaranteed their accumulated sick leave effective the date of their return to active service.
 5. Secretaries who are absent five or more consecutive days for personal illness shall supply written evidence from a licensed physician attesting to his/her illness and fitness for resumption of duties.
- B. Any secretary whose personal illness extends beyond the period compensated under Article IX-A shall be deducted at the rate of 1/200 of the Secretary's salary or the cost of a substitute (not to exceed the daily rate of said employee) at the discretion of the Board. Upon return from leave, she shall be assigned to the same job, if available, or to a substantially equivalent position. Compensation of part-time secretaries shall be prorated.

ARTICLE X

TEMPORARY LEAVE OF ABSENCE

Leaves of absence with pay shall be granted annually for the following reasons:

A. Upon Approval of the Administration

1. Five days per occasion if required for death in the immediate family (spouse, child or parent); three days per occasion if required for death of brother, sister, mother-in-law or father-in-law.
2. For other death in the family - one day per occasion - to include grandchild, grandparent, uncle, aunt, brother-in-law, sister-in-law, son-in-law or daughter-in-law.
3. For the conduct of personal affairs which cannot be handled outside school hours. A personal leave day cannot normally be used the day before or the day after a holiday or vacation period or the first or last day of secretaries' school term. Application to the secretary's superior shall ordinarily be made at least three days prior to the leave. Maximum allowance -- three (3) days per year. No reason required for two of the three days.
4. For the religious holidays where their observance prevents the secretary from working on a school day -- maximum two days per year.

B. Upon Approval of the Superintendent

1. For the purpose of visiting other schools or attending meetings or conferences of an educational nature.
2. For jury duty, maximum allowance as required.
3. For appearance in any legal proceeding connected with the secretary's employment or with the school system or in any other legal proceeding, except where a secretary is suing the Board, if the secretary is required by law to attend provided the employee is not a party to a suit. Maximum allowance as required.

(Article X, Temporary Leave of Absence, cont.)

4. Full pay shall be paid by the Board for temporary (not to exceed 90 days in any one year) duty with any unit of the U.S. Reserves or the State National Guard provided such obligation cannot be fulfilled when school is not in session.
 5. A maximum of two (2) days each for two representatives to attend conferences of NJEA and NEA shall be granted. Deduct cost of substitutes.
- C. Payment for other leaves of absence or emergency absence may be granted by the Superintendent with Board approval.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

- A. All requests, extensions or renewals of extended leaves without pay, shall be made in writing to the Superintendent. The Superintendent shall give written notification of the Board's disposition.
- B. A secretary applying for maternity leave shall notify the Superintendent at least 60 days prior to the date she intends to leave. Leave without pay shall be granted with the commencement date at the option of the secretary, subject to written approval of her physician. The secretary shall have the option of terminating the leave of absence the following September 1 or the succeeding September 1.

ARTICLE XII

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its secretaries dues for the Warren Township Education Association, the Somerset County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of said associations as said secretaries individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJS 52:14-15.9e) under rules established by the State Department of Education.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual secretarial employee hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract between the Board and an individual employee contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- B. Copies of this Agreement shall be duplicated within thirty days(30) after the Agreement is signed and presented to secretarial employees now employed or hereafter employed by the Board. The cost of such duplicating shall be shared equally by the Board and the Association.

ARTICLE XIV

AMENDMENT AND DURATION OF CONTRACT

- A. 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.
- B. This contract shall remain in full force and effect from July 1, 1977- June 30, 1978.
- C. If at the time this Agreement would otherwise terminate the parties are negotiating for a new agreement, the terms and conditions hereof shall continue in effect so long as such negotiations voluntarily continue, and any new Agreement may be made retroactive to the date the new Agreement would otherwise have become effective.

Date _____

In witness whereof the parties have executed this Agreement, the day and year first above written:

Board of Education of the Township of Warren

Attest:

By _____ President

Negotiated by:

Secretary

Chairman: Dr. Fred Tomblin

Members: Mr. Robert Dagnall
Mrs. Marsha Gossard

Advisory: Dr. Angelo L. Tomaso
Superintendent

Warren Township Educational Secretaries Association

Attest:

By _____ President

Negotiated by:

Secretary

Members: Mrs. Juanita Lucy
Mrs. Lilac Wolken
Mrs. Thelma Jennings
Mrs. Patricia Matonick

SCHEDULE A

WARREN TOWNSHIP EDUCATIONAL SECRETARIES ASSOCIATION

SALARY GUIDE
1977-78

YEARS OF EXPERIENCE	TEN MONTH	12 MONTH BOOKKEEPER
0	\$ 5,225	\$ 6,240
1	5,525	6,600
2	5,825	6,960
3	6,125	7,320
4	6,425	7,680
5	6,725	8,040
6	7,025	8,400
7	7,325	8,760
8	7,625	9,120
9	7,925	9,480
10	8,225	9,840

Employees who are at step #10 or above will receive amounts as indicated below as a special increase this year. This results in:

- A. The 12 month employee shall receive \$10,630.00 from 7-1-77 through 6-30-78.
- B. One 10 month secretary, 9-1-77 through 6-30-78, at \$8,650.00.
- C. One 10 month secretary, 9-1-77 through 6-30-78, at \$8,722.00.

Secretary Evaluation

All secretaries shall be evaluated by the administration at least once each year. The secretary shall meet with the evaluator to discuss the evaluation. At the time of the meeting, the secretary may add appropriate comments to the evaluation form. The secretary shall sign the evaluation form at the time of the meeting. The affixing of this signature shall acknowledge that she has met with the evaluator and reviewed the evaluation by affixing her signature to the copies to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Additional meetings shall be held when requested by either party.

1. The Board of Education may withhold for inefficiency, or other good cause, all or part of the employment increment of any secretary in any year by a majority vote of all members of the Board of Education. Written notice of such action, together with reasons therefor, shall be given to the secretary concerned.
2. The immediate superior and/or principal shall prepare a written recommendation for the withholding of an increment. The immediate superior and/or principal shall provide the secretary against whom the recommendation is made with a written notice of the alleged cause(s) for the recommendation specifying the nature thereof, with such particulars as to furnish the secretary with an opportunity to correct and overcome the same within a time period specified by the principal.
3. The specified time having expired, and no satisfactory resolution reached, the immediate supervisor and/or administrator shall send a copy of the recommendation to the Superintendent.
4. Once a recommendation is forwarded to the secretary and the Board, the secretary may, within ten school days, file a grievance commencing at the principal level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth heretofore in this agreement.
5. Any action by the Board to withhold an increment, or any part thereof, shall be subject to appeal to the Commissioner. The Commissioner shall have the authority to restore all or part of the increment withheld retroactively.