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ARTICLE I

AGREEMENT

This Agreement is entered into this First (1) day of July 2005 through June 30, 2008 by and between the Board of Education of Keyport in the Borough of Keyport, New Jersey, hereinafter called the "Board", and UNITE HERE!, Local 59, Union of Needletrades, Industrial and Textile Employees, AFL-CIO, hereinafter called the "Union".

ARTICLE II

RECOGNITION

The Board agrees to and hereby does recognize the Union as the sole and exclusive negotiating agent for all secretarial and clerical staff for the Keyport School District exclusive of confidential secretaries and non-contractual employees. Confidential secretaries shall be defined as the secretary to the Board Secretary/Business Administrator and the secretary to the Superintendent.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

Grievance shall mean a complaint by an employee that alleges that there has been a violation of the agreement or an inequitable, improper or unjust application of Board policy or administrative decision with regard to working conditions, except that the term grievance shall not apply to the following:

1. any matter wherein the Board is precluded by law from granting the relief sought,
2. any rule or regulation of the State Commissioner of Education or the State Board of Education having the force and effect of law,
3. any matter which is demonstrated by law to be exclusively within the discretion of the Board,
4. any matter for which a method of review is otherwise specifically prescribed by law, i.e., tenure and increment reviews.

Nothing in the above definition of the word grievance shall preclude more than one employee from joining with other employees in the presentation of a single grievance, provided that the alleged grievance arises out of facts similar in substance and circumstances and that each employee joining in the presentation of a single grievance is similarly affected.

Grievant shall mean an employee believing to have been or to be aggrieved.

Employee shall mean a secretarial and clerical employee within the negotiating unit.

Supervisor shall mean the building principal or such other person duly appointed to act as the principal in the principal's absence or any other individual with authority to discipline or direct the work of a member of the negotiations unit.

Superintendent shall mean the superintendent of schools or any staff assistant he may designate to act on his behalf.

B. Principles

1. A grievant shall institute action under the provisions hereof within ten (10) calendar days of the occurrence complained of, or within ten (10) calendar days after he/she would reasonably be expected to know of its occurrence. Failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance.

2. A grievant shall have the right to present and process his/her own grievance or to designate a representative to appear on his/her behalf.

3. Whenever the grievant designates a representative to appear on his/her behalf, the Board shall also have the right to designate a representative to participate other than the administrators named in the procedure that follows:

4. Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has regularly assigned duties.

C. Procedure

1. A grievant may initially discuss the matter, identified as a grievance, with his/her supervisor in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B,

Subsection 1 (but does constitute the filing of a grievance).

2. A grievant may file a grievance in writing by presenting the written grievance to his/her supervisor and forwarding copies to the superintendent. The written grievance shall set forth:

- a. the nature of the complaint
- b. the basis of dissatisfaction
- c. the recommended method of resolving the grievance

3. The grievant and his/her supervisor shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which it is filed.

4. The supervisor shall communicate his/her decision in writing to the grievant not later than five (5) school days following their meeting. A copy of the decision shall also be forwarded, at the same time, to the superintendent.

5. If the grievance has not been resolved at steps 3 and 4 of the procedure, the grievant may request a meeting with the superintendent. If the grievant requests a meeting with the superintendent, the request shall be made in writing not later than five (5) school days following the supervisor's decision. This written request must be accompanied by a written account describing the basis for the grievant's dissatisfaction with the supervisor's decision.

6. The grievant and superintendent shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which the meeting was requested.

7. The superintendent shall communicate his decision in writing to the grievant not later than ten (10) school days following their meeting.

8. If the grievance has not been resolved at steps 5, 6 and 7 of the procedure, the grievant may request a hearing with the Board or its representatives. The request shall be made in writing not later than five (5) school days following the superintendent's decision. This written request must be accompanied by a written account describing the basis for the grievant's dissatisfaction with the superintendent's decision.

9. The grievant and the Board or its representatives shall

meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which the hearing was requested. The grievant may have up to three representatives present when his/her grievance is reviewed by the Board or its representatives.

10. The Board shall communicate its decision in writing to the grievant not later than fifteen (15) school days following the hearing.

11. Should the Union decide that based on the Board's decision the grievance is satisfactorily adjusted, then the Board's decision shall be binding on all parties.

ARTICLE IV

ARBITRATION

A. Should the Union be dissatisfied with the decision on the grievance rendered by the Board, and if the decision involves the interpretation or application of any provision of this agreement, the Union may by a written and dated notice to the Board not later than ten (10) school days following the rendering of the Board's decision, refer the grievance to binding arbitration.

B. Within fifteen (15) school days following referral of the grievance to arbitration, the Board and the Union shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party may request a list of arbitrators from the New Jersey Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of PERC in the selection of an arbitrator.

C. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this agreement and he/she shall be without power or authority to make any decision:

1. contrary to, or inconsistent with, or modifying, or varying in any way, the terms of this agreement or of applicable law, or rules, or regulations having the force

and effect of law,

2. involving Board policy or practice under the provisions of this agreement, or under applicable law, except that he/she may decide in a particular case that Board policy, practice or administrative decision was disregarded, or that its attempted application under any term of this agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion,

3. limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

D. The arbitrator's fee will be shared equally by the parties to the dispute.

E. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

ARTICLE V

UNION RIGHTS AND PRIVILEGES

A. There shall be upon request of either the Board or Union a mutual exchange of available financial information relating to the resources of the school district and any other available information that may be helpful in resolving problems of mutual concern.

B. Should the Union request the use of a school room to transact official Union business, such request will be granted provided:

1. the request is made to the building principal or other appropriate supervisor who also informs the superintendent, at least three days before the use of the room would occur and,

2. the room is available for the date requested.

C. Should the Union request the use of a school room to transact official Union business during the evening hours, the Union must make application for such use through the secretary to the Board. Such requests will be handled in accordance with

Board policy and in the same manner as all other requests for use of school rooms.

D. The Union may use the inter-school mail facilities and school mail boxes as it deems necessary, with approval of the building supervisor and superintendent.

E. There shall be no discrimination against any employee on the basis of race, creed, sex, color, national origin or membership activity in the Union. The Union will represent all employees in the negotiating unit.

ARTICLE VI

SALARIES AND HOURS OF WORK

A. The salaries of all secretarial and clerical employees covered by this agreement are set forth in Schedule A which is attached hereto and made part hereof.

B. 1. Secretarial and clerical staff employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.

2. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

C. The work day of all secretarial and clerical employees employed full-time shall be seven (7) hours plus lunch.

D. Employees hired after July 1, 2005, who have worked more than eight (8) months within one school year in another public school system shall be credited with one year's experience for the purpose of establishing a starting salary.

E. Employees who have obtained a two year college degree shall receive the following additional compensation each year: 2005-2006, \$100; 2006-2007, \$150 and 2007-2008, \$200. Employees who have obtained a four year college degree shall receive the following additional compensation each year: 2005-2006, \$200; 2006-2007, \$300 and 2007-2008, \$400. These amounts shall not be cumulative.

ARTICLE VII

VACATIONS

A. Each twelve month employee in the negotiating unit covered

by this Agreement shall be entitled to the following vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken:

- 2 weeks after completion of one year
- 3 weeks after completion of five years
- 4 weeks after completion of ten years

Vacation shall be credited each July 1. If an employee's start date is other than July 1, vacation shall be pro-rated for the first year as of July 1, and then credited each year on a yearly basis.

B. Vacations may be scheduled throughout the calendar year. Although the supervisor shall make the final decision with regard to vacation requests, such requests shall not be unreasonably withheld.

C. Vacation may not be taken until the July after start of employment.

D. An employee shall give at least one (1) week's notice of the scheduling of a vacation of five (5) or more days unless waived by a supervisor.

E. Vacation time must be utilized as accrued in accordance with this Article. Each employee shall be allowed to carry over a maximum of five (5) non accumulative vacation days from year to year.

ARTICLE VIII

HOLIDAYS

A. The following holidays are granted as a day off with pay:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Independence Day*
7. Labor Day
8. NJEA Convention (2 days)
9. Thanksgiving Day
10. Thanksgiving Friday
11. Christmas Day*
12. Five (5) floating holidays may be utilized during Spring Recess or Winter Recess. One day during the Spring Recess and one

(1) day during the Winter Recess shall be designated by the Board and the three (3) remaining floating holidays shall be at employee request. Although the Supervisor shall make the final decision with regard to what day shall be celebrated as the floating holidays, requests for a particular day shall not be unreasonably withheld.

*If New Year's Day, Independence Day or Christmas Day falls on a Saturday, the employee shall be off the preceding Friday. If New Year's Day, Independence Day or Christmas Day falls on a Sunday, the employee shall be off the following Monday.

Double time shall be paid for hours worked on the above holidays if school is not in session.

ARTICLE IX

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. 1. The superintendent and/or board secretary will have posted in all school buildings a list of known vacancies no later than two weeks following the time said vacancies are accepted by the Board of Education.

2. An employee who desires a change in office and/or building may submit to the superintendent and/or board secretary a written statement of his/her intentions with a copy to his supervisor no later than March 15.

B. The granting of any request for voluntary re-assignment or transfer will be at the discretion of the superintendent and/or board secretary.

ARTICLE X

SICK LEAVE

A. All employees employed on a twelve (12) month basis shall be entitled to twelve (12) sick leave days for personal illness or injury each year. Such sick leave time shall be available as of the first official work day of the school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. The superintendent and/or board secretary may request a physician's certificate be filed with him for any sick leave absence claimed under this Article.

C. In the case of sick leave claimed for a period of three days or more, it is required that a physician's certificate be filed with the Secretary of the Board with the application for said sick leave.

D. Sick leave is hereby defined to mean an employee's absence from an employee's post or duty because of personal disability due to illness or injury or because of exclusion from school by disease or quarantine for such a disease in the employee's immediate household.

E. When absence, under the circumstances described in Section D of this Article, exceeds the annual leave and the accumulated leave, the Board may, upon written request, pay any employee with three years or more service in Keyport, one day's salary, less the salary of a substitute, for each year's service over three years but not to exceed ten (10) days in any one school year. A day's salary is defined as the daily rate in accordance with the employee's contractual salary.

F. The Board may at its discretion grant additional sick leave.

G. Any employee who has completed a minimum of ten (10) years in the Keyport Public School System and retires or terminates employment with the Board for any reason other than the result of charges brought by the Board, and if appealed and sustained by the Commissioner of Education, or an arbitrator, shall be paid \$30.00 per day for all accumulated sick days for all employees with a cap of 200 days on all employees hired after June 30, 1988. Any employee who is terminated as a result of a Reduction in Force (RIF) shall receive the above accumulated sick pay regardless of his/her years of service.

H. In the event of the death of an employee while in the employment of the Keyport Board of Education, the employee's beneficiary, as designated on the employee's life insurance policy provided by the Board or otherwise validly designated, shall receive the benefits set forth in Paragraph G above.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the school year, employees shall be entitled to the following temporary nonaccumulative leaves of absence will full pay each school year:

1. Upon the date of hire and thereafter at the beginning

of the school year, three (3) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application for personal leave shall be made at least two (2) days before taking such leave, except in the case of emergencies, and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking under this section. When the request for this leave of absence is presented the day immediately before or after a school holiday or vacation period, the applicant shall be required to state the reason for taking such leave and shall obtain Administrative approval.

2. Unused personal days shall be added at the end of each school year to accumulated sick leave and shall be treated as sick days as stated in Article X.

3. Time necessary for appearance in any legal proceeding which arises out of or in the course of the employee's employment, except for appearance involving the progression of an employee's workman's compensation claim, or to any legal proceeding if the employee is required by subpoena to attend and is not a party to a suit. If an employee is a party to a suit which does not arise out of or in the course of his employment, absence from school in that connection shall be without pay.

4. Up to five (5) days at any one time in the event of death of a member of the employee's immediate family. "Immediate family" shall be defined to be limited to the following: spouse, child, parent, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law and grandparents. "Immediate family" shall also include any other member of the employee's family provided said member was permanently living within the employee's household at the time of his death.

5. Up to a maximum of two (2) days during the school year for serious illness of an employee's spouse, child or parent, as well as any other member of the employee's household. At the request of the supervisor, the employee shall present a physician's certificate in connection with request for time off under this section.

6. Other leaves of absence with pay may be granted by the Board for good reason.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

- A. 1. A tenured employee shall notify the superintendent of her pregnancy as soon as it is medically confirmed. Said employee may request a maternity leave without pay and said leave shall be granted in accordance with the statute and rules and regulations of the State Board of Education.
2. Any employee adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
- B. A leave of absence without pay of up to one year shall be granted to a tenured employee for the purpose of caring for a sick member of the employee's immediate family as defined in Article X.
- C. Other leaves of absence without pay may be granted to tenured employees by the Board for good reason.
- D. 1. An employee shall not receive increment credit for time spent on a leave granted pursuant to this Article.
2. All benefits to which an employee was entitled at the time leave of absence commences, including unused accumulated sick leave, shall be restored upon return to employment, and said employee shall be assigned to the same position which he/she held at the time said leave commenced, if available or, if not, to a substantially equivalent position as determined by the superintendent or board secretary.
3. Any secretary who has been granted an extended leave of absence shall have available the opportunity to continue all health and insurance benefits at the group rate at her own expense until she returns to active employment.
- E. All extensions or renewals of leaves shall be submitted in writing to supervisors, board secretary, and superintendent. If permission is granted, it, too, shall be in writing.

ARTICLE XIII

NEGOTIATION OF SUCCESSOR AGREEMENT

This Agreement shall be effective as of July 1, 2005, and all of the foregoing terms shall remain in full force and effect until June 30, 2008. Negotiations for a subsequent Agreement will commence as prescribed by the Public Employment Relations Commission, but not later than the second week of October, 2007 unless another date is otherwise mutually agreed upon.

ARTICLE XIV

INSURANCE PROTECTION

A. The Board shall pay the cost of the Medical/Surgical Major Medical Plans, the Prescription Plan (\$3.00 co-payment) and the Dental Plan with family benefits for all employees and where requested for family coverage. For employees hired after July 1, 1999, the Board's contribution towards the prescription/dental plan shall be capped at the 1999-2000 rate and all future premium increases shall be split on a 60%/40% basis between the Board and the employee:

FY 06	Employee contribution to be increased as listed in Article XIV, A.
FY 07	No increase to employee contribution
FY 08	Employee contribution to be increased as listed in Article XIV, A.

B. The Administration of the above named coverage shall be controlled by the rules and regulations of such plans and the Board shall be in no way held responsible for the application of these rules and regulations.

ARTICLE XV

DEDUCTIONS FROM SALARY

The Board agrees to deduct from the salaries of its employees dues for Local 59, Union of Needletrades, Industrial and Textile Employees, AFL-CIO, 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 the rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the Union by the 15th of each month following the monthly pay period in which deductions were made. Employee authorizations shall be in writing.

ARTICLE XVI

JURY DUTY

Any employee called for jury duty shall be paid the difference between her regular salary and the stipend from the State or Federal court for a jury duty fee.

ARTICLE XVII

DISCIPLINE

No employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure and arbitration.

ARTICLE XVIII

SAVINGS CLAUSE

Should any provision hereof, or the application of any such provision to any person or circumstance be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, or by any order of any administrative agency, state or federal, the remainder of this Agreement, or the application of any such provision to such persons or circumstances other than these as to which it is held invalid, shall not be affected thereby.

ARTICLE XIX

ANNUAL EVALUATION

A. All secretaries will receive an annual evaluation from their immediate supervisor.

B. Inefficiency or poor performance shall be grounds for withholding of increment. Employee has the right to appeal any decision that involves withholding an increment.

ARTICLE XX

CONDITIONS OF AGREEMENT

This agreement represents and incorporates the complete and final understanding and settlement by the parties. Each party has negotiated or presented its positions on all mandatory negotiable matters. During the terms of this agreement neither party will be required to negotiate with respect to any 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 signed this agreement. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

ARTICLE XXI

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2005 and all of the foregoing terms shall remain in full force and effect until June 30, 2008.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

UNITE HERE!, LOCAL 59,
UNION OF NEEDLETRADES,
INDUSTRIAL AND TEXTILE EMPLOYEES,
AFL-CIO

KEYPORT BOARD OF EDUCATION

By *Lolene G. [Signature]* 11/23/05
Date

By *[Signature]* 11/27/05
Its President Date

By *[Signature]* 11/23/05
Date

By *[Signature]* 11/29/05
Its Secretary Date

Secretarial Guide

STEP	FY 2006	FY 2007	FY 2008
1	28,036	28,536	29,036
2	28,907	29,298	29,877
3	29,628	30,208	30,675
4	30,361	30,962	31,628
5	31,105	31,727	32,417
6	31,693	32,505	33,218
7	32,244	33,119	34,032
8	32,753	33,695	34,676
9	33,214	34,227	35,278
10	33,673	34,709	35,836
11	34,659	35,189	36,340
12	35,121	36,219	36,843
13	35,579	36,701	37,921
14	36,041	37,181	38,426
15	36,500	37,663	38,928
16	36,961	38,142	39,433
17	37,420	38,624	39,935
18	37,881	39,104	40,439
19	38,340	39,586	40,941
20	38,801	40,065	41,446
21	39,261	40,547	41,948
22	39,720	41,028	42,453
23	40,181	41,507	42,956
24	40,640	41,989	43,458
25	41,102	42,469	43,963
26	41,561	42,952	44,465
27	42,023	43,432	44,971
28	42,481	43,914	45,473
29	42,943	44,393	45,977
30	43,402	44,875	46,480
31	43,863	45,355	46,984

D. P.base FY06 , \$46,381 FY07, \$48,468 FY08 \$50,746

After completion of fifteen (15) years in the Keyport Public School System, secretarial personnel will receive \$300.00 above their place on the guide.

After completion of eighteen(18) years in the Keyport Public School System, secretarial personnel will receive \$600.00 above their place on the guide.