

03590

03-38

AGREEMENT

BETWEEN

WILLINGBORO TOWNSHIP BOARD OF EDUCATION

AND

WILLINGBORO EDUCATIONAL SECRETARIES ASSOCIATION

FOR THE 1982-83 AND 1983-84 SCHOOL YEAR

ARBOUR & COSTA

ATTORNEYS AT LAW

60 WEST MAIN STREET

P. O. BOX 345

PILE SHADE, N. J. 08052

TABLE OF CONTENTS

PREAMBLE.....	1
ARTICLE I - RECOGNITION.....	2
ARTICLE II - NEGOTIATION PROCEDURE.....	2
ARTICLE III - GRIEVANCE PROCEDURE.....	4
ARTICLE IV - EMPLOYEE RIGHTS.....	8
ARTICLE V - ASSOCIATION RIGHTS.....	10
ARTICLE VI - HOURS OF WORK.....	11
ARTICLE VII - HOLIDAYS AND LEAVES OF ABSENCE.....	12
ARTICLE VIII - VACATIONS.....	16
ARTICLE IX - TERMINATION OF EMPLOYMENT.....	17
ARTICLE X - SALARIES.....	18
ARTICLE XI - HEALTH INSURANCE/PRESCRIPTION PLAN/DENTAL PLAN..	20
ARTICLE XII - PROMOTIONS.....	22
ARTICLE XIII - VOLUNTARY TRANSFERS.....	24
ARTICLE XIV - INVOLUNTARY TRANSFERS.....	24
ARTICLE XV - SENIORITY.....	25
ARTICLE XVI - SECRETARIAL AND CLERICAL COORDINATING COUNCIL..	26
ARTICLE XVII - ADMINISTRATION OF CONTRACT.....	27
ARTICLE XVIII - TERM AND DURATION.....	29
ARTICLE XIX - REPRESENTATION FEE.....	29
EXECUTION.....	34
APPENDIX - SALARY GUIDE: SCHEDULE A.....	35
SCHEDULE B.....	36
HEALTH INSURANCE	
SCHEDULE OF BENEFITS SCHEDULE C.....	37

REBOUR & COSTA
ATTORNEYS AT LAW
30 WEST MAIN STREET
P. O. BOX 345
PLE SHADE, N. J. 08052

PREAMBLE

In compliance with and pursuant to the provisions of the prevailing law of the State of New Jersey, this agreement is made and executed this ____ day of July, 1982, between the Board of Education of Willingboro Township, Burlington County, New Jersey, (hereinafter referred to as the "Board") and the Willingboro Educational Secretaries Association (hereinafter referred to as the "Association").

REBOUR & COSTA

ATTORNEYS AT LAW

5 WEST MAIN STREET

P. O. BOX 345

WILLINGBORO, N. J. 08052

ARTICLE I - RECOGNITION

A. Pursuant to the prevailing law of the State of New Jersey, the Willingboro Township Board of Education hereby recognizes the Willingboro Educational Secretaries Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for all individuals under contract with the Board in the following unit:

1. Administrative secretaries (other than the secretary to the Superintendent), school secretaries, other secretaries, administrative clerk-typists, clerk-typists, half-time clerk-typists, learning resource center aides, PBS operators, accounts payable clerks, accounts receivable clerks, head payroll clerks, and assistant payroll clerks.

B. Unless otherwise specified in this Agreement, the personnel included in this unit described above shall herein be referred to as employees.

ARTICLE II - NEGOTIATION PROCEDURE

A. The parties agree to commence negotiations with respect to a successor agreement in accordance with the then prevailing law of the State of New Jersey.

E. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.

C. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counterproposals during the course of the negotiations. The Association understands that any agreement reached is tentative until ratified by a majority of the Board at a public meeting.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement as set forth in Article XVIII, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

E. In the event that the parties mutually agree to alter, amend or supplement this contract, the terms of said agreement shall be reduced to writing, signed by the parties hereto and adopted by the Board. The terms hereof shall not be otherwise modified.

REBOUR & COSTA

ATTORNEYS AT LAW
1 WEST MAIN STREET
P. O. BOX 345

LE SHADE, N. J. 08052

F. The Board agrees that during the term hereof, it will not negotiate concerning the employees in the bargaining unit defined in Article I with any other organization other than the Association.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance procedures are means by which employees may appeal the interpretation, application, or violation or policies, agreements, and administrative decisions affecting them.
2. A grievant is the person or persons making the claim.
3. A grievance is defined to mean a claim by an employee that there has been to him or her a misapplication, violation or misinterpretation of policies, agreements or administrative decision.

B. Procedure

1. Any employee shall have the right to appeal the application of policies, this Agreement, and administrative decisions affecting him or her through the grievance procedure within thirty (30) calendar days of the event, or thirty (30) calendar days from the time the employee should have known of the grievance.

2. The parties agree that in presenting his grievance, the grievant shall be assured freedom from coercion.
3. Any grievant has the right to either represent himself in the grievance procedure or to use a representative selected or approved by the Association or a representative approved and selected by the grievant. Whenever an employee is not represented by the Association, the Association shall have the right commencing with Step 2 hereinafter set forth, and all subsequent steps, to present the Association's position in writing.
4. 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 school year and if left unresolved until the beginning of the following school year, could result in irreparable harm to the grievant, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
5. Whenever an employee has a complaint the employee shall first discuss it informally with their immediate supervisor or any other person involved who will attempt to resolve it. The supervisor shall be

allowed seven (7) calendar days to study the problem before communicating his determination to the employee.

6. (a) Step 1. An employee desiring to assert a claim shall (subject to the time limits hereinbefore set forth) submit such claim in a formal written presentation which shall thereafter constitute a "grievance" within the purview of this Agreement. Said presentation shall indicate the nature of the complaint and the specific facts relevant to its resolution. Said presentation shall be forwarded to the employee's immediate supervisor. The latter's decision shall be rendered in writing within seven (7) calendar days of the receipt of the grievance.
6. (b) Step 2. A grievant may appeal the decisions rendered in Step 1 within seven (7) calendar days of the receipt of the written decision described in Step 1 by making a formal written appeal to the Superintendent of Schools. The supervisor involved in Step 1 shall file a written report upon notification by the Superintendent of Schools. The Superintendent of Schools or the Superintendent's designated representative shall (within fourteen (14) calendar days of the filing of said appeal) review the grievance and render a decision in writing.

6. (c) Step 3. Within ten (10) days after the decision of the Superintendent as described above, a grievant dissatisfied with the disposition of the grievance may demand that the same be submitted to arbitration. Said demand for arbitration shall be submitted directly to the American Arbitration Association with a copy to all interested parties, and the Arbitrator shall be selected, and the arbitration conducted, pursuant to the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties hereto, except that the provisions of this paragraph shall not be applicable to any dispute concerning the hiring or firing of any employee. The costs for the services of the arbitrator and the administrative costs of the American Arbitration Association shall be divided equally between the parties.
6. (d) The arbitrator shall be wholly without authority to add to, delete from, or modify the provisions of this Agreement in making the decision and rendering the award.

C. Miscellaneous

1. Failure at any step of this procedure of one charged with rendering a decision to do so within the specified time limits, shall permit the grievant to proceed to the next step.

2. 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 of the decision rendered at that step, and such decision will be deemed final determination of the grievance.
3. When an employee is not represented by the Association, the Association shall have the right to state its views at all steps of the procedure after Step 1.
4. The discharge of a non-tenure employee shall under no circumstances be a grievable subject under this Article.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
6. All specified time limits in this grievance procedure may be extended by mutual agreement in writing.

ARTICLE IV - EMPLOYEE RIGHTS

- A. Whenever any employee is required to appear before the Superintendent, the Board, or any committee thereof concerning any matter which could adversely affect the continuation of that employee in their office, position, or employment, or the salary

or any increments pertaining thereto, then the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent said employee during such meeting or interview.

B.. Pursuant to the prevailing law of the State of New Jersey the Board hereby agrees that every employee within the defined bargaining unit shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations with the Board, and the Board will not directly or indirectly discourage, deprive or coerce any employee with respect to the exercise of such rights. The Board further agrees that it will not discriminate against any employee by reason of membership in the Association, participation in the activities of the Association, or the processing of any grievance hereunder.

C. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause, except as otherwise specifically provided herein.

D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARBOUR & COSTA

ATTORNEYS AT LAW

6 WEST MAIN STREET

P. O. BOX 345

PILE SHADE, N. J. 08052

ARTICLE V - ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time annual financial reports and audits, directory of all personnel in the unit, and agendas and minutes of all public board meetings.
- B. Whenever any representative of the Association or any employee in the bargaining unit is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference or meetings, said employee shall suffer no loss in pay.
- C. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings with the approval of the Assistant Superintendent or his designee, which approval shall not be unreasonable withheld.
- D. The Association shall have the right to make reasonable use of school mail boxes or inter-school mail facilities.
- E. A representative designated by the Association shall be granted released time, upon request, not to exceed two hours in any given week to perform the functions as Association representative in the fulfillment of this Agreement. The Association shall advise the Personnel Manager of the Board in writing with regard to the name of the representative so designated.

ARTICLE VI - HOURS OF WORK

A. All full time secretarial and clerical personnel shall work eight hours per day, inclusive of a one hour lunch period. All approved work performed over 40 hours in a five day week shall be paid at the rate of time plus one-half.

B. All unit members employed in a half-time position shall work four (4) hours per day with no lunch period provided by the District. The regular work week for such personnel shall be 20 hours.

C. Reasonable hours encompassing the work day will be established by the building principal for all building personnel and by the Superintendent of Schools for all other personnel.

D. Overtime is defined to mean any time spent at one's regular or assigned duties either before or after regular daily work hours or on days other than those in the regular work week or regular work year. Overtime work shall be voluntary and based upon mutual agreement of the employee and the immediate supervisor. Overtime work shall be rounded to the nearest one-half hour. The time plus one-half rate when applicable shall be computed by dividing the annual salary by the number of weeks in the work year, dividing the result by the number or hours in the work week, and

multiplying the latter result by one and one-half. At the option of the employee, overtime may be taken as compensatory leave at such times as shall be approved by the employee's immediate supervisor.

E. Employees 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 at such time as shall be mutually agreed upon and at the discretion of their immediate superior.

F. Employees in the unit shall not be required to report for work on days on which the schools are closed due to weather conditions.

G. The work year for ten (10) month employees, other than LRC aids, shall be September 1, through June 30, inclusive, notwithstanding the beginning and ending dates of the school calendar. The ten (10) month LRC aides shall be excused from reporting for work after the date on which schools close in June.

ARTICLE VII - HOLIDAYS AND LEAVES OF ABSENCE

A. Holidays. All ten and twelve month employees shall be entitled to paid holidays coinciding with the days during the school year upon which the schools of the Willingboro Township

School District are closed for the purpose of observing such holidays pursuant to the "school calendar" adopted by the administrative body of the said district. An employee must actually work their regularly scheduled work day just preceeding and just following a holiday, or be on paid leave of absence on such day or days to receive pay for the holiday.

B. Sick Leave. All twelve month employees shall be entitled to fifteen days of paid sick leave in each work year and all ten month employees shall be entitled to thirteen days of paid sick leave in each work year, except that employees whose total continuous employment by the Board is less than ten full months shall be entitled to paid sick leave at the rate of one point three (1.3) days of sick leave for each month of employment.

C. Emergency Absence.

Death In Family. 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, grandchildren, brother, and sister, father-in-law, mother-in-law. All employees shall be entitled to one day off with full pay in the event of each death of grandparents, nephews, nieces, uncles, aunts, brother-in-law, or sister-in-law.

REBOUR & COSTA

ATTORNEYS AT LAW
3 WEST MAIN STREET

P. O. BOX 345

PLE SHADE, N. J. 08052

D. Marriage. Any non-tenure employee may take up to five (5) consecutive working days for marriage and honeymoon, three (3) days of which are to be regarded as vacation days and so charged in the current or following year, and the remaining two days to be taken without pay. Tenure employees shall receive full pay for all five of such vacation days.

E. Personal-Religious Days. All employees in the bargaining unit, upon twenty-four hours written notice to their immediate supervisor, shall be entitled to three (3) days of paid leave during the work year to conduct personal business. Such days which an employee had accumulated prior to the 1982-83, 1983-84 contract shall be taken during the term of that contract. No new accumulation shall be permitted after July 1, 1982 and no previously accumulated leave shall be taken after June 30, 1984.

Any leave taken for the celebration of religious holidays shall be deducted from an employee's personal leave days or, if the employee has utilized all such personal leave days, shall be taken without pay.

F. Leave of absence without pay up to one year shall be granted to a tenure employee for the purpose of caring for a sick member of the employee's family or for medical reasons of the employee. Additional leave beyond such year may be granted to the employee at the discretion of the Board. All benefits to which any such employee was entitled at the time of commencement of leave (including available sick leave) shall be restored

upon return. Such returned employee shall be assigned to the same position as last held, if available, otherwise, to a substantially equivalent position.

G. Maternity leaves of absence shall be subject to applicable state and federal law and court and administrative agency interpretations thereof.

H. Retirement Pay Plan. Employees who retire from the District or who die while in the active employ of the District shall be entitled to a retirement pay plan to be calculated as follows:

1. Payment shall be at the rate of five (5) dollars per unused, in-district accumulated sick day up to a maximum of one hundred (100) such days if the retirement or death is during either the 1982-83 or 1983-84 school year.

2. Such payment shall only be for a sick leave days accumulated while the individual is in the active employ of the District.

3. If an employee has any time credited upon beginning employment in the district the subsequent, annual sick leave shall be utilized prior to such credited or carry over time for sickness during the individual's employment.

4. Payment shall be to the retiree or his/her estate, whichever is applicable.

5. Retirement is defined as the term is used by the employee's applicable public pension fund, and does not mean

the mere termination of employment with the District.

- I. Same Doctors note requirement for sick leave as WEA.

ARTICLE VIII - VACATIONS

A. All twelve month employees who have been employed by the Board prior to July 1, 1977, shall be entitled to twenty-three working days of paid vacation leave. All other twelve month employees shall be entitled to paid vacation leave in accordance with the following schedule:

<u>UPON COMPLETION OF</u>	<u>VACATION LEAVE</u>
1 Year	5 Working Days
3 Years	10 Working Days
5 Years	15 Working Days
7 Years	23 Working Days

B. Vacation leave for twelve month employees is calculated on the basis of a July 1 to June 30 work year and is earned in the year preceding that in which it is taken. Such vacation leave is to be taken between July 1 and August 15 unless otherwise approved by the Superintendent. Vacation leave must be used or it will be deemed to have been waived; it cannot be accumulated from year to year.

C. Persons employed in twelve month contractual positions but who are employed subsequent to July 1 of any given school year shall receive paid vacation leave as of June 30 of such school year at the rate of one day for every 60 working days.

D. Ten month employees shall be excused from reporting for work after the date on which schools close in June.

ARTICLE IX - TERMINATION OF EMPLOYMENT

The contract of a non-tenure employee may be terminated by either the Board or by the employee upon prior written notification of at least two weeks. Such termination carried out by the Board need not be for cause nor is it required that a statement of reasons be given or hearing afforded. However, the parties acknowledge that they are in agreement that it is to their mutual benefit that terminated employees shall be made aware of the reasons for termination and be given an opportunity to be heard. To that end, the Board shall attempt (at its discretion) to furnish a statement of reasons for termination and grant an opportunity to be heard to a terminated employee who has not achieved tenure. Nothing contained herein shall be construed as an attempt to alter in any way nor to add to, the requirements of law concerning the termination of the employment of tenure employees.

ARTICLE X - SALARIES

A. The salary of each employee in the bargaining unit for the 1982-83 school year shall be computed in accordance with Schedule A, and 1983-84 in accordance with Schedule B, which are annexed hereto and incorporated as a part hereof, retroactive to July 1, 1982, for 12 month employees and to September 1, 1982, for 10 month employees for the 1982-83 school year. The salary of any ten month employee not specifically designated as such on the Schedules, shall be computed as five-sixth (5/6) of the sum payable under the Schedules to a twelve month employee and the salary of any half-time employee at one-half of the appropriate sum.

B. The category of each employee shall be determined by the Personnel Manager, under the direction of the Board of Education. Each new employee shall have a beginning salary based upon the appropriate category and computed at Step 1, regardless of experience. Upon a showing of the skills competence, and performance required by the job, each employee shall at the beginning of each succeeding school year advance to the next highest step, provided, however, that any employee holding a ten month employment contract shall not be eligible to advance to the next succeeding step on the salary guide unless said employee has completed five months of active service in the school district during the school year in which said employee was hired, and provided further that no employee holding a twelve month contract

REBOUR & COSTA

ATTORNEYS AT LAW
3 WEST MAIN STREET

P. O. BOX 345

LE SHADE, N. J. 08052

shall be entitled to advance to the next step of the salary guide unless said employee has completed six months of active service in the district during the school year in which said employee was hired.

C. If an employee has been assigned to a position other than the employees' contract classification for which there is a higher rate of compensation, said employee shall be compensated at the higher rate for such time as said employee continues to work in the higher classification after the assignment exceeds 23 consecutive working days or 30 non-consecutive working days during the contracted work year, whichever occurs first. Time spent working in a higher classification, whether or not such is compensable at the rate applicable thereto, shall not create any entitlement to permanent reclassification or reassignment to the higher classification.

D. In addition to the above-described salary, each contractual employee in continuous employment of the Willingboro Board of Education shall receive a longevity increment in annual salary, in the sum of \$100.00 at the beginning of the fourth, seventh, tenth, thirteenth, and sixteenth school years next succeeding the initial date of continuous employment. Service prior to July 1, 1958, shall not be included in determining length of continuous employment.

ABOUR & COSTA

ATTORNEYS AT LAW
60 WEST MAIN STREET

P. O. BOX 345

WILLINGBORO, N. J. 08052

E. Salaries hereunder shall be paid on the fifteenth and thirtieth day of the month; in the event that said date may fall on a weekend or holiday, salary payments will be made on the preceding work day.

F. Any unit member who reached and remained at the final step of the vertical column on the salary guide for one year, and who would not, therefore, receive a scheduled increment, shall receive in each contract year thereafter a career service increment of \$150. The parties have added a revised salary step in each of the 1982-83 and 1983-84 years so no new career service increments will be paid for those years.

ARTICLE XI - HEALTH INSURANCE/PRESCRIPTION PLAN/DENTAL PLAN

A. During the period 1982-83 and 1983-84, the Board shall pay the full costs of health insurance program for the personnel in the unit, which program shall include Blue Cross, Plan 365, Blue Shield Prevailing Fee Plan, and Rider J. The major medical coverage shall contain those features set forth on the plan summary attached hereto as Schedule C.

B. For those employees whose spouses are employed in the district, the Board shall provide a maximum of one family insurance coverage per family unit, provided that should the marital status change, or should the covered employee leave the district's

ARBOUR & COSTA

ATTORNEYS AT LAW

10 WEST MAIN STREET

P. O. BOX 345

PLE SHADE, N. J. 08052

employ, the non-covered employee shall become eligible immediately for the appropriate coverage with no delay or waiting period.

C. Unit members who retire, as that term is used by the Teachers Pension and Annuity Fund or who are on an extended long-term unpaid leave of absence shall be eligible to apply for medical insurance coverage at a group rate. The premium for such coverage shall be paid solely by the unit member receiving that coverage with no costs, of any kind whatsoever, to the Board. The coverage provided is adjustable to keep the premium level within any statutory or regulatory limitations. The parties agree and direct any person interpreting this contractual provision or deciding the rights created hereunder to treat any challenge to this provision which attempts to or could result in imposing any costs whatsoever upon the Board as a result hereof as a waiver of this contractual provision. The intent is that no costs whatsoever be imposed upon the Board.

D. No unit member whose regular, contracted employment is seventeen (17) or less hours per week shall receive any fringe benefits other than the prescription plan under this contract or Board policy.

E. Prescription. For the duration of the 1982-83 and 1983-84 contract years, unit members shall be provided a prescription plan as set forth on the plan summary attached hereto as Schedule D. The co-payment provision commencing with

September 1, 1982 shall be increased to one dollar (\$1.00) per prescription.

F. The Board shall provide a maximum of one hundred and ten (\$110) dollars per unit employee for the 1983-84 contract year for the purpose of purchasing employee only dental insurance coverage. The Association shall provide input as to the type and extent of the coverage to be purchased, however, the Board shall make the final decision. Under no circumstances shall the cost to the Board exceed the maximum one hundred and ten (\$110) dollars per unit employee for the year of coverage. The parties direct any arbitrator or anyone else reviewing this contract to apply and abide by this maximum \$110 per year limit.

G. Rider J shall be extended to provide diagnostic pathology laboratory work to a combined total of Four Hundred (\$400) Dollars per year.

ARTICLE XII - PROMOTIONS

A. A promotional position shall be one which pays a higher rate and which encompasses a higher level of responsibility.

B. When a promotional position becomes vacant to which a promotion could be made, notice of said vacancy shall be given to the Association and shall be posted on the bulletin board of

REBOUR & COSTA

ATTORNEYS AT LAW
3 WEST MAIN STREET

P. O. BOX 345

PILE SHADE, N. J. 08052

the central office and of each school. Said notice shall be posted at a reasonable time in advance of contemplated action so as to give prospective applicants a reasonable opportunity to apply. Said notice shall indicate the duties, qualifications and salary range for the position.

C. Employees desiring to apply for such positions shall submit applications in writing to the Personnel Manager within the time specified in the notice.

D. The Board agrees in considering such applications to give due consideration to the applicant's background and attainments along with other relevant factors.

E. Applicants not selected shall be given written notice -- thereof.

F. If any employee is promoted and as a result moves from one classification to another, said employee shall move laterally across the guide.

G. Any employee promoted shall serve a ninety (90) day working day probationary period during which the Board may rescind the promotion.

ARTICLE XIII - VOLUNTARY TRANSFERS

A. In the event that a vacancy occurs in any unit position, the Personnel Manager shall, within a reasonable time thereafter, notify the Association thereof and post notice of the vacancy on the bulletin board in the central office and in each school.

B. Any employee in the unit who desired to transfer to another building may file a written statement of request to do so with the Personnel Manager, including the position and location to which transfer is desired.

C. In the review of requests for voluntary transfer, the Board shall consider the wishes of the individual employee but shall retain the right to dispose of any request in accordance with the best interest of the school system.

D. Employees in the bargaining unit applying for a job within their own classification shall not be required to take a test to determine their eligibility to fulfill the position.

ARTICLE XIV - INVOLUNTARY TRANSFERS

A. Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable, and except in cases of emergency with not less than sixty (60) days notice.

B. When an involuntary transfer or reassignment is necessary, consideration shall be given, among other things, to an employee's area of competence, length of service in a particular location, and all other relevant factors in determining which employee is to be transferred.

C. An involuntary transfer or reassignment shall be made only after a meeting between the employee and the Personnel Manager at which time the employee shall be notified of the reason therefor. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent shall meet with the employee. The employee may, at their option, have an Association representative present at such meeting.

D. An employee being involuntarily transferred or reassigned shall be so transferred or reassigned only to an equivalent position.

ARTICLE XV - SENIORITY

Seniority shall be based upon an employee's service in the district as calculated for tenure purposes. The Board shall maintain a seniority list of employees, copies of which shall be made available to the Association. Such list shall be updated quarterly.

In the event that a reduction in force should occur, that involves tenured employees, the reduction for tenured employees shall be based upon seniority, provided that said tenured employees may be permitted to bump into a lower classification, if they possess the requisite qualifications and ability to perform the functions of the job to which they desire to bump into and further that no one shall be permitted to bump into a higher classification.

In the event that the Board determines to recall any tenured employees who have been reduced in force, said recall shall be on the basis of the tenured employee with the greatest seniority who has held a job within the classification in which the opening exists, or who held a higher classification immediately prior to being reduced in force and has the requisite qualifications and ability to perform the job.

ARTICLE XVI - SECRETARIAL AND CLERICAL COORDINATING COUNCIL

A. The parties agree to establish and maintain the Secretarial and Clerical Coordinating Council to consist of three (3) members designated by the Association and three (3) designated by the Superintendent to study matters of concern to the secretarial and clerical staff and to the Board.

REBOUR & COSTA

ATTORNEYS AT LAW

3 WEST MAIN STREET

P. O. BOX 345

PALE SHADE, N. J. 08052

B. Any parties mutually agreed to may be invited to attend a meeting of the Secretarial and Clerical Coordinating Council.

C. The Council shall establish its own procedures.

D. This Council shall meet at least once annually and at such other times as shall be mutually agreed upon by its members.

ARTICLE XVII - ADMINISTRATION OF CONTRACT

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, then such provision of applicaiton 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. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions hereof as to salary and the terms and conditions of employment.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified-mail letter at the following addresses:

ROUR & COSTA

ATTORNEYS AT LAW
10 WEST MAIN STREET

P. O. BOX 345

PLE SHADE, N. J. 08052

1. If by Association, to Board at

Willingboro Township Board of Education
Board Secretary
Levitt Building, Salem Road
Willingboro, New Jersey 08046

2. If by Board, to Association at

President, Willingboro Educational Secretaries
Home Address (to be advised)
Willingboro, New Jersey 08046

D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

E. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE XVIII - TERM AND DURATION

A. This Agreement shall be effective as of July 1, 1982 subject to the rights of the parties to negotiate a successor agreement as provided in Article II.

B. This Agreement shall not be extended orally or in writing and it is explicitly understood that it shall expire and terminate absolutely on June 30, 1984.

ARTICLE XIX - REPRESENTATION FEE

A. Purpose Fee

Any employee included in Article I who does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement will be required to pay a representation fee to the Association for that membership year. The purpose of this fee is to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Notification

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues charged by the Association on its own members for that membership year.

IRBOUR & COSTA

ATTORNEYS AT LAW
10 WEST MAIN STREET

P. O. BOX 345

PALE SHADE, N. J. 08052

C. Deduction and Transmission of Fee

Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of employees who have not become members of the Association for the current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 3 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

1. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. 10 days after receipt of the aforesaid list by the Board; or
- b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption

of the employee's employment in a bargaining unit position, whichever is later.

2. Termination of Employment

If an employee who is required to pay a representation fee terminated his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion from said employee during the membership year in question.

3. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

4. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

5. Once per month, the Board will submit a list of new

employees, hired by the Board in positions represented by the Association, during the month preceeding the month in which the report is made. The list will include name, job title and date of employment for all such employees.

D. Indemnification, Hold Harmless and Guarantee Clause

1. The Willingboro Educational Secretaries Association and its affiliates shall indemnify and hold the Board harmless against and from any and all claims, demands, suits, and any other forms of liability or costs, whatsoever, including but not limited to liability for reasonable counsel fees and other legal costs, paid to counsel of the Board's choice, that may arise out of, or by reason of any action taken or not taken by the Board in conformance with or in attempted conformance with the agency shop or representation fee provision. Furthermore, and in addition hereto, the Willingboro Educational Secretaries Association, and its affiliates guarantees that it will be responsible for and reimburse to the Board, any costs or expenses including but not limited to the above enumerated types of costs arising from or by reason of any action taken or not taken by the Board in conformance with or in attempted

REBOUR & COSTA

ATTORNEYS AT LAW
30 WEST MAIN STREET
P. O. BOX 345
WILEY SHADE, N. J. 08052

conformance with the agency shop or representation fee provision.

2. The Willingboro Educational Secretaries Association and its affiliates shall be solely responsible for any costs, liabilities, refunds or charges of any type of expense, whatsoever, arising from the use of the demand and return system or other appeal or challenge to the representation fee. In the event of such a situation, the Willingboro Educational Secretaries Association and its affiliates shall indemnify and hold the Board harmless from any such costs, liabilities, refunds or charges, including but not limited to reasonable counsel fees and other legal costs, paid to counsel of the Board's choice, that may arise out of or by reason of any such appeal or challenge.

- E. In the implementation and operation of this Agency Fee Provision, the Association guarantees that it will comply with all constitutional, statutory and regulatory provisions and requirements.

EXECUTION

The parties have executed this Agreement in four counterparts each of which shall be deemed to constitute an original thereof.

BOARD OF EDUCATION OF
WILLINGBORO TOWNSHIP

(SEAL)

BY George Richardson, President

BY Lee Holland, Secretary

Date of Execution: _____

WILLINGBORO EDUCATIONAL
SECRETARIES ASSOCIATION

(SEAL)

BY Angel Bertelino, President

Secretary

Date of Execution: _____

ROBOUR & COSTA

ATTORNEYS AT LAW

3 WEST MAIN STREET

P. O. BOX 345

PLE SHADE, N. J. 08052

SCHEDULE A

WESA SALARY GUIDE 1982 - 83

STEP	CLASS A LRC Aids	CLASS B 10 month Clk./Typ.	CLASS C Adm. Clk./ Typ., PBX Oper. and 12 month Clk./Typ.	CLASS D Secys. other than Adm. payroll Dept. Accounting	CLASS E Adm. Secys. and Head Payroll
1	6056	6187	7424	8432	8676
2	6297	6443	7732	8775	9125
3	6492	6653	7984	9055	9416
4	6695	6852	8222	9344	9719
5	6907	7068	8482	9647	10,033
6	7125	7293	8752	9960	10,363
7	7816	7990	9588	10,903	11,258
8	8055	8235	9882	11,180	11,611
9	8301	8488	10,186	11,533	11,981
10	8559	8752	10,503	11,900	12,365
11	8826	9027	10,832	12,280	12,761
12	9433	9640	11,568	13,074	13,574
13	9724	9937	11,925	13,488	14,004
14	10,026	10,248	12,298	13,920	14,454

Since a new step was added for 1982 - 83, no new career service increments shall be paid for 1982 - 83.

SCHEDULE B

WESA SALARY GUIDE 1983 - 84

STEP	CLASS A LRC Aides	CLASS B 10 month Clk. Typist, other than Adm.	CLASS C Adm. Clk./Typ. PBX Oper. and 12 month Clk./ Typ.	CLASS D Secys. other than Adm. pay- roll Dept., Accounting	CLASS E Adm. Secys. and Head Payroll
1	6400	6525	7800	8900	9250
2	6631	6774	8129	9233	9599
3	6895	7055	8467	9609	9992
4	7109	7285	8742	9915	10,311
5	7331	7503	9003	10,232	10,642
6	7563	7740	9288	10,563	10,986
7	7802	7986	9583	10,906	11,347
8	8559	8749	10,499	11,939	12,328
9	8820	9017	10,821	12,242	12,714
10	9090	9294	11,154	12,629	13,119
11	9372	9584	11,501	13,031	13,540
12	9664	9884	11,861	13,447	13,973
13	10,329	10,556	12,667	14,316	14,864
14	10,648	10,882	13,058	14,769	15,334
15	10,978	11,222	13,466	15,242	15,827

Since a new step was added for 1983-84; No New Career Service Increments shall be paid for 1983-84.

SCHEDULE C
PRESCRIPTION PLAN
SCHEDULE OF BENEFITS

PRESCRIPTION DRUG BENEFITS

For You And
Your Family Members

Benefits Payable

If, while your insurance is in effect, you or your family members incur expenses for drugs prescribed by a doctor or dentist, payment will be made for up to 100% of the reasonable and customary charges made by the pharmacy, after deducting \$1.00 from each prescription order or refill order.

Covered Prescription Drugs

The prescription drugs for which benefits are payable are:

1. injectable insulin or any Prescription Legend Drug for which a written prescription is required;
2. a compounded medication of which at least one ingredient is a prescription drug.
3. oral contraceptives, but in no event to exceed a three months supply.
4. Any other drug which may only be dispensed by prescription.

Benefits Following Cancellation

Payments will be made for prescription drug expenses incurred within 90 days after cancellation of insurance, provided you or your family member is totally disabled on the day insurance is cancelled.

Deductible Amount - \$1.00 per fill or refill

Limitations

No payment will be made for

1. drugs administered in a hospital
2. any contraceptives medication or device (other than oral contraceptives) or for any therapeutic devices or appliances:
3. administration of any medication
4. any charges in any one calendar month for more than a thirty-four day supply of any medication or more than one hundred unit doses of the following drugs, whichever is greater:

Acelohexamide
Cardiac Glycosides
Chlorpropamide
Chlorothiazide
Colchicine
Colchicineprobenecid
Diphenylhydantoin sodium
Hydrochlorothiazide
Nitroglycerin
Para-aminosalicylic acid
Pentnerythrilol tetranitrate
Phenlormin
Phenylbulazone
Propranolol hydrochloride
Quinidine sulfate
Heserpine
Thyroid (natural/synthetic)
Tolbutamide

5. charges exceeding the reasonable and customary charge:

Limitations (continued)

6. any refill in excess of the number specified by the doctor or dentist or for any refill of a prescription over one year old.

Charges made for prescription drugs will be considered reasonable and customary if they do not exceed the average charges made for such drugs in the locality where they are received.