

4-2107

THIS DOES NOT  
CIRCULATE

AGREEMENT

between

NUTLEY EDUCATIONAL SECRETARIES' ASSOCIATION

and

NUTLEY BOARD OF EDUCATION

July 1, 1973 to June 30, 1974

## ARTICLE I

### Recognition

1. The Board of Education of the Town of Nutley, hereinafter referred to as the Board, recognizes the Nutley Educational Secretaries' Association, hereinafter referred to as the Association, as the representative of the secretarial and clerical personnel with the exception of the secretary to the Superintendent of Schools, the secretary to the Secretary-Business Administrator, and the school aides for the purpose of negotiations on matters concerning terms and conditions of employment.
2. The Association recognizes the Board as the elected representative of the people of the Town of Nutley and as the employer of the non-certificated personnel of the Nutley School District.
3. The purpose of this recognition is the mutual agreement that the parties will negotiate with regard to all terms and conditions of employment.
4. Unless otherwise indicated, the term "employee" when used hereinafter in this agreement, shall refer specifically to those employees identified in the negotiating unit defined above.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. Definitions

1. The term "grievance" means a complaint by an employee, that according to him there has been an inequitable, improper, or unjust application, interpretation, or violation of this agreement.

A grievance shall not include or encompass the following:

- a. failure or refusal of the Board to renew a contract of a non-tenure employee;

- b. matters where a method of review is prescribed by law, or by any rule, regulation or by-laws of the State Board of Education, or the Commissioner of Education;
- c. matters where the Board is without authority to act.

2. The term employee means any member of the negotiation unit.

## B. Procedure

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

2. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step of his appeal.

3. Whenever the employee appears with a representative, the Board shall have the right to designate its representative to participate at any stage of the grievance procedure.

4. An employee shall first discuss his grievance orally with his principal or supervisor.

5. If the grievance referred to in section 4 is not resolved to the employee's satisfaction, the employee shall submit a formal grievance in writing to his school principal or supervisor; a written decision shall be rendered within five (5) days and a copy of the decision given to the employee and the Association.

6. If the grievance is not resolved to the employee's satisfaction within five (5) days after the determination referred to in section 5, the employee shall submit his grievance in writing to the Superintendent and/or Secretary-Business Administrator with a copy to the Association specifying:

- a. the nature of the grievance
- b. the results of the previous discussions
- c. the basis of his dissatisfaction with the determination

7. Within ten (10) days from the receipt of the written grievance, unless a different period is mutually agreed upon, the Superintendent and/or Secretary-Business Administrator shall hold a hearing at which all parties in interest, including the Association, shall have the right to be heard.

8. Within ten (10) days of said hearing, unless a different period is mutually agreed upon, the Superintendent and/or Secretary-Business Administrator shall, in writing, advise the employee and his representative, if there be one, of his determination and shall furnish a copy of said determination to the school principal and the Association.

9. In the event of the failure of the Superintendent and/or Secretary-Business Administrator to act in accordance with sections 7 and 8, or in the event the determination of the Superintendent and/or Secretary-Business Administrator is deemed unsatisfactory by the employee, the employee may appeal to the Board within ten (10) days of the Superintendent's and/or Secretary-Business Administrator's determination or failure to act.

10. Where an appeal is taken to the Board, the aggrieved employee shall submit to the Board a copy of the complaint as set forth in Section 6 together with a written statement setting forth his dissatisfaction with the determination, if any, of the Superintendent and/or Secretary-Business Administrator, and furnish a copy to the Superintendent and/or Secretary-Business Administrator, the adverse party, and the Association.

11. If the aggrieved employee, in his appeal to the Board does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties and the Association, who shall have the right to reply thereto. Where the employee requests in writing a hearing before the Board, a hearing shall be held.

12. The Board shall make a determination within fifteen (15) days from the receipt of the grievance and shall in writing notify the employee, his representative, if there be one, the principal, the Superintendent and/or Secretary-Business Administrator, and the Association of its determination. This time period may be extended by mutual agreement of the parties.

13. In the event an employee is dissatisfied with the determination of the Board, he shall have the right to request arbitration by filing written request with the Board within fifteen (15) days following its determination. In such event both the Board and the Association shall each designate an arbitrator within five (5) days thereafter, and the arbitrators so selected shall choose a third arbitrator within ten (10) days thereafter unless they shall mutually agree upon a different period. The decision of the arbitrators shall be final and binding upon the Board and the employee, and shall be enforceable in any court of competent jurisdiction. The cost of the arbitrators' services shall be shared by the Board and the Association, but both shall bear their own other costs.

14. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent and/or Secretary-Business Administrator, the aggrieved employee may appeal directly to the Board within ten (10) days of the time when same has been brought to the employee's attention, by filing with the Board a writing setting forth:

- a. the order, ruling or determination complained of;
- b. the basis of the complaint;
- c. a request for a hearing if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent and/or Secretary-Business Administrator and Association who shall have the right to reply in writing thereto. A copy of such replies shall be served upon the aggrieved employee. The procedure for processing such grievance shall be the same as that set forth in Sections 10, 11, 12 and 13.

C. Miscellaneous

1. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of the aggrieved party.

3. Whenever notices to or filings with the Board are required under this Article, they shall be served on or filed with the Board by delivering them to the Secretary of the Board.

ARTICLE III

EMPLOYEE RIGHTS

A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board covered by this agreement, shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the 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 employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any employee

participates during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

B. The Association and its representatives shall be permitted to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings.

C. The Association shall be permitted to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

## ARTICLE V

### SALARY AND HOURS OF WORK

A. The salaries of all employees covered by this agreement for the school year 1973-74 shall be as follows:

See Appendix "A" for Salary Guide.

B. Hours

All employees shall work seven (7) hours daily and five (5) days per week. Any variations in this schedule will be subject to mutual agreement between employee and immediate supervisor.

C. Leaving Building

No employee shall leave the building in which she is employed except during lunch hour without specific approval of her immediate supervisor.

D. Coffee Break

A rest period or coffee break shall be given not to exceed fifteen minutes in the morning and fifteen minutes in mid-afternoon.

E. Lunch Period

Lunch periods shall not exceed one hour and shall be arranged, where possible, that the office is covered at all times.

## ARTICLE VI

### VACANCIES AND NEW POSITIONS

Official Board action creating a new secretarial position and all secretarial vacancies covered by this agreement within the school system will be publicized. Vacancies and new positions available during the summer should be publicized, in writing, through the Secretarial Negotiating Unit.

## ARTICLE VII

### SECRETARY EMPLOYMENT AND ADMINISTRATION OF SALARY

#### A. New Appointees

In general, new appointees to the staff shall be employed at their proper step on the guide, allowing full credit for each full year's service up to three years. A person who has graduated from an accredited secretarial school or has had allied college experience will be given the same credit as if he or she had worked during that period. In no case shall a person be given credit beyond the third step of the current guide for his or her position without express authority of the Board.

EXAMPLE: A person having three years of secretarial experience with John Doe Company would be given three years' credit in Nutley. This would start her on the fourth step of the current salary guide.

B. Secretaries shall be notified of their contract and salary status for the ensuing year as near to April 1st as is practical.

C. 1. Secretaries may individually elect to have ten (10) per cent of their monthly salary deducted from their pay for the summer payment plan. These funds shall be paid to the secretary or her estate on the final pay day in June, or upon death or termination of employment, if earlier.

2. Secretaries who wish to take advantage of this plan shall be required to complete a form requesting that such deductions be made.

3. Forms requesting such deductions shall be filed in the office of the Secretary on or before the fifth day after the opening of school in September.

## ARTICLE VIII

### SICK LEAVE

A. All employees shall be entitled to ten (10) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. An employee who is employed for a term of employment under contract, or appointed as a permanent substitute, for less than one year, will be granted sick leave privileges not to exceed 10 days on a pro rata basis of the loss of one day per month, starting in July.

## C. Certificates of Absence

1. An employee who is absent shall file the form provided for that purpose.

2. For any absence of 5 consecutive school days or over, a doctor's certificate must also be filed before any pay is granted.

3. Certificates are to be filed immediately upon returning to duty. Certificates shall be sent to the Superintendent's Office with the time sheets weekly.

## ARTICLE IX

### TEMPORARY LEAVES OF ABSENCE

A. In the case of the death of a spouse, father, mother, brother, sister or child, wherever domiciled, or any other relative domiciled in the employee's residence, no deduction in salary will be made for a period not to exceed five (5) days.

B. In the case of the death of a grandparent, nephew, niece, uncle, aunt, father-in-law, mother-in-law, sister-in-law, or brother-in-law not domiciled in the same residence, no deductions in salary will be made for the absence on the day of the funeral.

C. A total of five (5) days personal leave without deductions in salary during a school year may be granted by the Superintendent of Schools and/or Secretary-Business Administrator to an employee. Listed as personal leave are the following:

1. illness in immediate family
2. death of a close friend or relative not covered in Provision B (1 absence)
3. business appointment
4. household emergency
5. marriage (1 absence)
6. religious holidays

D. Any unused personal leaves shall be added to the sick leaves of the employee for the following year.

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

F. Requests from tenured employees for extended leave of absence on account of illness or for travel shall be acted upon individually by the Board on the recommendation of the Superintendent and/or Secretary-Business Administrator.

G. In the event that an employee is granted a leave of absence, continuity of service shall not be broken but the term of absence cannot be counted as service.



H. 1. Any secretary who becomes pregnant may apply to the Board of Education for a leave of absence and shall be granted that leave at a mutually agreed upon time before expected date of birth and continuing to a specific date after birth. No pregnant secretary may be relieved from her duties solely on the fact of pregnancy or a specific number of months of pregnancy, but a pregnant secretary may be relieved from duties if her performance has noticeably declined, or she cannot produce a certification from her physician that she is medically able to continue her secretarial duties.

2. The date of return may be extended for an additional reasonable period of time at the secretary's request for reasons associated with pregnancy or birth or for other proper cause, but the Board need not extend the leave of absence of a non-tenured secretary beyond the end of the contract school year in which the leave was granted. A secretary may not be barred from returning except for lack of sufficient medical evidence of capability or because of failure to specify a date of return.

3. Similar leave provisions shall apply to any female secretary under tenure adopting a child less than one year old.

## ARTICLE X

### INSURANCE PROTECTION

A. The Board shall provide, through the New Jersey Public and School Employees Health Benefits Program, hospital and medical-surgical benefits as provided in the master Blue Cross, Blue Shield, Rider "J" and Major Medical contracts subscribed to by the said Health Benefits Program.

B. The Board shall pay the full premium for employee and his or her dependents, as defined in said contracts, for the health insurance program as set forth in Paragraph A.

C. The Board shall provide, through the New Jersey Dental Service Plan, Inc. (DSP), dental benefits for employees as provided under their Basic Contract plus Rider 1 and Rider 2, Indemnity Schedule "C", with a \$25 deductible. Premium for the above coverage shall be paid by the Board. Coverage shall not include dependents.

D. New employees who remain in the employ of the Board for a period of two months and work a minimum of twenty hours per week will be enrolled by the Board in above health and dental insurance programs as of the beginning of the third month, provided that they apply to the Board for said coverage in the beginning of the first month.

E. Present employees who refuse or neglect to request coverage under the Health Benefits Program may be subsequently enrolled only on January 1 or July 1 of each year. Present employees who refuse or neglect to request coverage under the Dental Service Plan may be subsequently enrolled only on the January 1 or July 1 following 18 months after

application for such coverage.

F. For each employee who remains in the employ of the Board for the full school year, the Board shall continue to provide above health and dental insurance coverages until the following August 31st. When necessary, premium payments in behalf of the employee shall be made to assure uninterrupted participation and coverage.

G. Retiring employees will be covered thirty (30) days after the date of retirement. Anyone whose employment is terminated and who has not been employed for a full year will be covered for thirty (30) days after termination of employment.

H. Any employee granted a leave of absence without pay may continue coverage for a period of four months following the end of the month when his name was removed from the payroll. The first month will be paid by the Board of Education. For the second, third, and fourth months, the employee must pay the Board of Education the total premiums required.

I. The Board shall have the right to refuse or cancel coverage if the employee has duplicate coverage under his or her spouse.

## ARTICLE XI

### VACATIONS

A. Vacations with pay, for twelve-month employees shall be as follows:

1. Anyone employed for a period of one year or less, prior to July 1st of any year, shall receive one-half day vacation for each month with a maximum of five (5) days. To be credited with one-half day vacation for the month, employment must begin prior to the 15th of said month.

2. Anyone employed more than one year, prior to July 1st and less than four years, shall receive ten (10) days vacation.

3. Anyone employed four years or more, prior to July 1st, shall receive ten days vacation, plus one-half day for each month in excess of four years of service, with a maximum of fifteen days. The fifteen (15) days vacation will be given through nine years of service.

4. Anyone employed more than nine (9) years prior to July 1st shall receive fifteen (15) days vacation, plus one-half day for each month in excess of nine (9) years of service, with a maximum of twenty days.

5. Vacation for Resigning Employees

In order to be eligible for a vacation in any one year, employment must be for at least six months after July 1st prior to date of resignation. Vacation will be pro-rated on the following basis:

25% for three months

50% for six months

75% for nine months

etc.

B. In computing the salary for a period less than ten days of all employees engaged and paid on a twelve-month basis, one two hundred and fortieths of a year's salary shall constitute a day's pay, regardless of the number of days in the month in which the vacation is allowed. If a person is entitled to ten days' vacation, one-half month's salary shall be paid.

C. Employees transferred from a ten-month position to a twelve-month position, by action of the Board, shall be granted vacations according to Article XII Section A.

D. Seniority should be a factor to be considered when establishing vacation schedules.

ARTICLE XII  
SCHOOL YEAR CALENDAR AND HOLIDAYS

A. See Appendix "B" for calendar for twelve-month employees for the school year 1973-74.

B. The school year for ten-month employees is from September 1st through June 30th, inclusive, with holidays the same as those of the teaching personnel.

C. The school year for twelve-month employees is from July 1st through June 30, inclusive.

D. The school calendar shall be adopted only after consultation with the Association. Such consultation shall begin on March 15 of each year.

ARTICLE XIII  
SECRETARY EVALUATION

A. 1. All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the secretary.

2. A secretary shall be given a copy of any evaluation report prepared by her evaluator. No such report shall be submitted to the central office,

placed in the secretary's file or otherwise acted upon without prior knowledge of the secretary.

B. 1. A secretary shall have the right, upon request, to review the contents of his/her personnel file. A secretary shall be entitled to have a representative of the Association accompany him/her during such a review.

2. No material derogatory to a secretary's conduct, service, character or personality shall be placed in his/her personnel file unless the secretary has had an opportunity to review the material.

3. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the secretary's inspection.

C. If any complaint regarding a secretary is made to any member of the administration by any parent, student, or other person which is or may be used in any manner in evaluating a secretary, the principal or immediate supervisor shall meet with the secretary to apprise the secretary of the full nature of the complaint and they shall attempt to resolve the matter informally. The secretary shall have the right to be represented by the Association at any meeting or conference regarding such complaint. The principal or immediate supervisor shall make a written record of the disposition and a copy shall be sent to the secretary and to the Superintendent of Schools and/or Secretary-Business Administrator.

#### ARTICLE XIV MISCELLANEOUS PROVISIONS

A. This agreement is the result of collective negotiations between the Board and the Association which have been conducted under the requirements and directives of statute law. The provisions of this Agreement supersede all policies and directives of the Board that may conflict with this agreement and may be changed only through the mutual agreement of the Board and the Association. All terms and conditions not covered by this agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this agreement.

B. This agreement shall obligate both parties to comply in good faith with the terms thereof, except that it shall not prevent the Board from taking unilateral action in derogation thereof where necessary to enable the Board to carry out its responsibilities under the law; but before taking such action the Board shall give the Association as much advance notice thereof as practicable.

C. Any individual contract between the Board and an individual secretary heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this Agreement, this

Agreement, during the duration, shall be controlling.

D. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any powers granted it by law.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

#### ARTICLE XV

#### DURATION OF AGREEMENT

A. The provisions of this Agreement shall be effective as of July 1, 1973 and shall remain in full force and effect until June 30, 1974, subject to the right of the Board and Association to negotiate for a modification of this Agreement as provided in Article II of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed on the day and year first above written.

NUTLEY EDUCATIONAL SECRETARIES' ASSOCIATION

By \_\_\_\_\_  
\_\_\_\_\_

BOARD OF EDUCATION OF THE  
TOWN OF NUTLEY

By \_\_\_\_\_

President

Secretary