

THIS BOOK DOES
NOT REPRODUCE

A G R E E M E N T

Between

TEANECK BOARD OF EDUCATION
Teaneck, N. J.

AND

TEANECK ASSOCIATION
of
EDUCATIONAL SECRETARIES

July 1970 - June 1972

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AGREEMENT

This agreement made and entered into this _____ day of _____, 1970, between the Board of Education of the Township of Teaneck (hereinafter called the "Board") and Teaneck Association of Educational Secretaries (hereinafter called the "Association"):

Article 1 - PURPOSE

The Board and the Association have entered into this agreement for the purpose of establishing conditions under which employees, as hereinafter defined, shall be employed to work for the Board and procedures for the presentation and resolution of grievances, and for the purpose of regulating the mutual relations between the Board and said employees with a view to promoting and insuring harmonious relations and cooperation.

Article 2 - RECOGNITION

The Teaneck Board of Education hereby recognizes the Teaneck Association of Educational Secretaries as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all secretarial and clerical personnel whether under contract or on leave.

Unless otherwise indicated, the term "secretary" when used hereinafter in this agreement shall refer to all secretarial and clerical employees represented by the Association in the negotiating unit as above defined.

Article 3 - EMPLOYMENT OPPORTUNITY

In all cases where services are to be hired for which an employee might qualify, the vacancy shall be advertised first throughout the school system. Instructions for making application and the deadline date for applications will be included with each notice, and a copy of the notice shall be forwarded to the President of the Association. In making the selection of a candidate for any position, present employees shall be given preference over applicants from outside the Teaneck school system if qualifications are comparable. The parties recognize that the ultimate responsibility for making all appointments rests with the Board of Education and agree that it is the obligation of the Board to fill all vacancies with the best qualified personnel.

Article 4 - WAGES

Effective July 1, 1970, the wages of various job categories shall be set and paid in accordance with the schedule attached hereto and marked Addendum A.

Article 5 - VACATIONS AND HOLIDAYS

Twelve month employees shall be entitled to vacation according to the following schedule:

COMPLETE YEARS OF EMPLOYMENT (July 1 - June 30)	EARNED VACATION
Years 1 - 4	10 working days for each year
Years 5 - 7	15 working days for each year
Years 8 and subsequent years	20 working days for each year

<u>Less Than Complete Years of Employment</u>	<u>Earned Vacation</u>
Less than 1 year or less than a complete year during years 1 - 4	10 working days less one day for each month* not employed.
Less than a complete year during years 5 - 7	15 working days less 1½ days for each month* not employed.
Less than a complete year during year 8 and subsequent years	20 working days less 2 days for each month* not employed.

*Note: For purposes of this schedule a month of employment shall be considered to be a month of eleven working days or more (including holidays).

Any employee discharged or terminating her employment during the first year of employment shall not be entitled to any vacation.

There shall be a minimum of fifteen (15) paid holidays per year. The holiday schedule shall be that established by the Board after consultation with the Association. No changes shall be made

once the holiday calendar is adopted except after discussion of proposed change between the Association and the Board. The Board reserves the right of final decision on holiday calendar.

Article 6 - INCLEMENT WEATHER

Secretarial employees will not be required to report for duty, with the exception of certain employees, nor shall any employee suffer any loss of pay, when school is declared closed due to inclement weather or other emergency condition.

Certain "key" personnel as shall be determined by the Board of Education will be required to report on days when school is declared closed due to inclement weather or other emergency condition. They shall be additionally compensated at the rate of one and one-half times their regular hourly salary for such reporting.

No other personnel but these "key" authorized personnel may report or may be compensated for such reporting.

Article 7 - OVERTIME

Employees authorized and required to work overtime will be compensated at the salary rate of one and one half times the regular hourly salary paid to that individual. Authorized overtime shall mean overtime for emergency or unusual circumstances. Said circumstances shall be as defined and indicated by the Board of Education in its regulations. No secretarial or clerical personnel covered under this agreement shall have the right to authorize or require overtime.

Overtime shall consist of a reasonable period of time as defined by the Board of Education in its regulations.

There shall be no compensatory time allowed.

Article 8 - GRIEVANCE PROCEDURE

DEFINITIONS

The term "grievance" as used herein, means a complaint by any secretary that, as to her, there has been an inequitable, improper, or unjust application of a policy, agreement, or administrative decision affecting said secretary.

The term grievance and the procedure relative thereto, shall not be deemed applicable in the following instances:

- (a) the failure or refusal of the Board to renew the contract of a non-tenure secretary;
- (b) in matters where the Board or its representatives are without authority to act, according to law;
- (c) in matters of selection for promotion.

The Grievance Procedure may be invoked through a hearing before the Board in matters where the Board has exercised its discretion and the exercise of said discretion is thereafter challenged. In such cases the procedure for final review shall be by appeal to the Commissioner of Education pursuant to the provisions of Title 18A and the rules and regulations of the State Board of Education.

The term "secretary" shall mean any regularly employed individual receiving compensation from the Board under the provisions of the salary guide for secretarial personnel, regardless of the title of the position filled by the individual.

The term "immediate superior" shall mean the person to whom the aggrieved secretary is directly responsible.

PROCEDURE

A secretary processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

In the presentation of a grievance, the secretary shall have the right to present her own appeal or to designate a representative to appear with her at any step in her appeal. Whenever the secretary appears with representative(s), the Board or its representative(s) shall have the right to designate a representative to participate at any step in the grievance procedure.

A secretary shall not lose pay for time spent during her regular working hours at the following steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the steps, such employees shall not lose pay for such time.

Saturdays, Sundays and holidays shall not be considered working days in the computing of the time limits indicated in the grievance procedure.

Any decision or answer to a grievance made at any step according to the terms of the procedure, and which is not appealed to the succeeding step within the time limits provided, or within such additional period of time as may be mutually agreed upon in writing, shall be considered final settlement and such settlement shall be binding upon all parties.

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Board Secretary and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

STEPS

1. A secretary having a grievance shall present it to her immediate superior within ten (10) working days after the occurrence of the event from which the grievance arises. An answer shall be submitted within three (3) working days.

2. If the secretary is not satisfied with the answer, the grievance shall be put in writing, specifying:

- (a) the nature of the grievance;
- (b) the results of the previous discussion;
- (c) the basis of her dissatisfaction with the determination, signed by the secretary and presented to the School Business Administrator/Board Secretary within three (3) working days. The immediate superior shall also be furnished a copy at the time of serving.

Within five (5) working days of receipt of the written grievance, the School Business Administrator/Board Secretary shall arrange a meeting with the secretary and her representative.

The School Business Administrator/Board Secretary or his designated representative shall give the secretary and her representative a written answer to the grievance within five (5) working days after the meeting. The immediate superior of the secretary shall also be supplied with a copy of the answer at the same time.

3. In the event of the failure to act on the part of the School Business Administrator/Board Secretary or his representative within the time limit specified, or in the event of dissatisfaction on the part of the secretary with the answer given, the secretary may appeal within ten (10) working days to the Board of Education.

4. Where an appeal is taken to the Board, the secretary shall submit the appeal in writing, specifying:

- (a) the nature of the grievance;
- (b) the results of the discussion between the secretary and the immediate superior;
- (c) the basis of her dissatisfaction with the determination;
- (d) the results of the discussion with the School Business Administrator/Board Secretary or his representative;
- (e) the basis of her dissatisfaction with the determination; signed by the secretary, and presented to the Board within the time limit of ten (10) working days from the receipt of the answer from the School Business Administrator/Board Secretary, or his failure to act within the time limit.

Copies of the appeal shall be furnished to the immediate superior and the School Business Administrator/Board Secretary.

5. If the secretary, in her 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 on the grievance, from the secretary. The secretary shall, at the same time, supply copies of this additional material to the

immediate superior and School Business Administrator/Board Secretary who shall have the right, in writing, to reply thereto; copies to be supplied to all parties.

6. The Board of Education shall make a determination within thirty (30) working days from the receipt of the grievance and shall, in writing, notify the secretary, her representative if there be one, the immediate superior and the School Business Administrator/Board Secretary of its determination. This time period may be extended by mutual agreement of the parties.

7. In the event the secretary is dissatisfied with the determination of the Board, she shall have the right to request advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A request for advisory arbitration shall be made no later than fifteen (15) working days following the determination of the Board, unless the secretary and the Board shall mutually agree upon a longer time period within which to assert such a request.

In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the Board, the secretary, and/or Association, with the exception of the cost of any transcript which shall be borne solely by the party requesting it.

8. In any case, where a grievance is based upon the direct order, ruling or determination made by the Superintendent of Schools, Assistant Superintendent of Schools or School Business Administrator/Board Secretary, the aggrieved employee may appeal directly to the

Board of Education within ten (10) working days, by appealing in writing, specifying:

- (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; with a copy served, at the same time, upon the party making such direct order, ruling or determination. Said party shall have the right, within five (5) working days, to reply thereto, with a copy of such reply served upon the secretary.

Upon receipt of a grievance filed under the provisions of paragraph 8, the procedure shall be as set forth in paragraphs 5, 6 and 7.

9. In the case of a secretary whose immediate superior is the Superintendent of Schools, Assistant Superintendent of Schools, or School Business Administrator/Board Secretary, the steps in the foregoing grievance procedure shall apply except for paragraphs 2 and 3.

Article 9 - EVALUATION

1. Observations of the work performance of the secretarial personnel shall be conducted by the Administrator in charge. Such observations shall be conducted openly.

The daily working contact and relationship between an Administrator and secretarial personnel shall constitute observations as used herein in this article and agreement.

2. Observations made by an Administrator shall be reduced to writing. The employee shall be given a copy of any such observation and subsequent evaluation made therefrom. Non-tenure employees shall have a minimum of two (2) written observations each year.

3. An employee may request and shall be granted a conference with the Administrator in charge to discuss her observation and evaluation. Such a conference shall be granted within ten (10) working days.

4. Each employee shall be required to sign the evaluation form. Signing does not signify approval. Only completed evaluation forms shall be presented for signature.

5. The evaluation forms shall be placed in and comprise a part of the personnel folder of each employee.

6. Annual evaluations, or semi-annual in the case of non-tenure employees, shall be a composite of periodic observation and evaluations made by the Administrator. A copy of said evaluation shall be provided to the employee. The employee may request and shall be granted within a reasonable period of time a conference to discuss her evaluation. The employee may request and shall have the right to have representatives of the Association participate in this conference to review and discuss her evaluation. In all cases, the employee shall be required to sign the evaluation. Such signature shall not signify approval of the evaluation.

This annual evaluation shall be the basis on which a determination of an employee's annual salary increment and/or adjustment shall be based.

A committee consisting of three members of the Association, three administrators and the School Business Administrator, shall be established to study and make recommendations to the Board of Education, as to secretarial job classifications and standards and procedures to be used in secretarial work evaluations.

Article 10 - DUES

The Board agrees to deduct from the monthly salary of each employee who furnishes a written authorization, the amount of monthly Association dues. Remittance of dues collected shall be made to the Association at the end of each calendar month, together with a list of employees from whose pay such deductions were made.

Deduction of Association dues shall be pursuant to N.J.S. 52:14-15.9e. (See Addendum B)

Article 11 - UNLIMITED SICK LEAVE

(a) Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease.

The term "sick leave" as above defined shall not include maternity leave.

(b) During the year 1970-71 the personnel covered by this agreement shall be entitled to unlimited sick leave according to the following rules and regulations.

1. Unlimited sick leave may be granted to newly employed secretarial personnel only after 90 working days of employment.
2. At the end of 90 working days, the Superintendent of Schools must, on the basis only of the employee's absence record, indicate whether the employee shall be entitled to unlimited sick leave or whether the initial 90 working day period shall be extended for the balance of the contract year with a sick leave benefit of one day per month.
3. Newly employed personnel shall be entitled to one day a month sick leave during the first 90 working days of employment.
4. Any personnel re-employed after the termination of the contract year shall automatically be entitled to unlimited sick leave provided unlimited sick leave is continued beyond the probationary period.

Note: Contract year means one full working year of 10/12 months from the date of employment.

(c) The granting of unlimited sick leave for the school year 1970-71 shall not be intended to entitle any employee in the event extensive sick leave is not required, to accumulate more than ten (10), or in the case of twelve (12) month employees, twelve (12) days

of unused sick leave in accordance with the provisions of R.S. 18A:30-7. In the event less than 10/12 days of sick leave are utilized by any employee covered by this agreement, there shall be credited to the employee in his sick leave account, the difference between the number of days actually used and ten/twelve (10/12) days.

(d) The unlimited sick leave shall be on a probationary period for the 1970-71 school year and shall, at the discretion of the Board, revert to present policy, if the Board feels abuses warrant.

(e) No doctor's certificate shall be required in the event of an absence due to illness, unless, in the opinion of the School Business Administrator/Board Secretary, an abuse is taking place in an individual situation; a doctor's certificate may be required of the individual in order to receive salary for the period of such absence.

(f) The Association shall assist in investigating and controlling alleged abuses of this policy.

All other Board regulations relating to absence, etc., shall remain as per present policy.

Article 12 - HOSPITAL/SURGICAL AND MAJOR MEDICAL INSURANCE

The Board will provide Blue Cross, Blue Shield and Rider J coverage and Major Medical coverage for employees requesting such coverage at no cost to the employee. For those employees electing to secure coverage for their dependents, the Board will pay for the cost of such coverage at no cost to the employee.

The employee acknowledges that she is obligated to inform the Board within thirty (30) days whenever any change occurs in her or her dependents' status as it relates to this coverage: failure to so inform the Board may result in Board refusal to continue any coverage.

Article 13 - PROFESSIONAL IMPROVEMENT

The Teaneck Board of Education, in recognition of the services rendered by a competent professional secretarial staff in maintaining an effective educational program, offers to make payment for course credit charges for courses taken in an approved institution.

The courses and institutions will be subject to the approval of the School Business Administrator/Board Secretary on behalf of the Board of Education. Payment is limited to credit charges made by the institution, and does not include registration fees, student fees, books, etc.

Article 14 - EFFECTIVE LAWS

The Board and the Association understand and agree that all provisions of this agreement are subject to law. In the event that any provision of this agreement shall be rendered illegal or invalid under any applicable law, regulation or adjudication, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect but it shall not affect the remaining provisions of this agreement.

Article 15 - TERM OF AGREEMENT

This Agreement shall become effective July 1, 1970 and continue in effect until June 30, 1972, subject, however, to a reopening not later than October 15, 1970 on the question of salaries and economic fringe benefits. Reopening of the aforementioned to be applicable to the contract terms for the remaining year of the contract.

President, Teaneck Board of
Education

President, Teaneck Association of
Educational Secretaries

Secretary, Teaneck Board of
Education

Secretary, Teaneck Association of
Educational Secretaries

_____, 1970

_____, 1970

12 MONTH PERSONNEL
GUIDES

ADDENDUM A

<u>STEPS</u>	<u>SECRETARY CLASS III</u>	<u>SECRETARY CLASS II</u>	<u>SECRETARY CLASS I</u>
1	\$5,200	\$5,460	\$5,980
2	5,356	5,616	6,136
3	5,512	5,824	6,292
4	5,668	5,980	6,500
5	5,824	6,188	6,656
6	5,980	6,344	6,812
7	6,136	6,552	6,968
8	6,292	6,708	7,124
9	6,500	6,916	7,332

<u>STEPS</u>	<u>ADM. SECTY. CLASS II *</u>	<u>ADM. SECTY. CLASS I *</u>	<u>SUPERVISORY SECRETARY *</u>	<u>EXECUTIVE SECRETARY *</u>
1	\$6,500	\$7,020	\$7,800	\$8,580
2	6,812	7,384	8,164	9,360
3	7,124	7,748	8,580	9,880
4	7,436	8,164		
5	7,748			

10 MONTH PERSONNEL

<u>STEPS</u>	<u>SECRETARY CLASS III C*</u>	<u>SECRETARY CLASS III B*</u>	<u>SECRETARY CLASS III A*</u>
1	\$4,143	\$4,223	\$4,323
2	4,268	4,350	4,453
3	4,393	4,477	4,583
4	4,518	4,605	4,713
5	4,640	4,730	4,841
6	4,765	4,857	4,971
7	4,890	4,984	5,102
8	5,015	5,111	5,232
9	5,179	5,279	5,403

<u>STEP</u>	<u>ADM. SECTY. CLASS II C*</u> (1-4 years)	<u>ADM. SECTY. CLASS II B *</u> (5-7 years)	<u>ADM. SECTY. CLASS II A *</u> (8 yrs up)
1	\$5,179	\$5,279	\$5,403
2	5,429	5,533	5,664
3	5,678	5,788	5,924
4	5,926	6,040	6,182
5	6,176	6,295	6,443

* SEE SALARY GUIDE REGULATIONS

SECRETARIAL PERSONNEL

SALARY GUIDE REGULATIONS

1970

1971

1. Secretarial personnel, when employed for a position classified as SECRETARY CLASS I, II, or III, shall be placed at the proper step on the guide based on the number of completed years of secretarial experience.
2. Secretarial personnel, when employed for a position classified as ADMINISTRATIVE, SUPERVISORY or EXECUTIVE SECRETARY shall be placed on the first step on the guide.

No credit for secretarial experience may be granted for placement on these guides except as noted in regulation number 3. Personnel applying for positions covered by these guides must have the following minimum secretarial experience in order to be considered for the position:

Administrative Secretary - Class II	4 years experience
Administrative Secretary - Class I	5 years experience
Supervisory Secretary	6 years experience
Executive Secretary	7 years experience

3. Secretarial personnel presently employed in a position under Secretarial Class I, II, or III guides, and transferring to a position covered under the Administrative, Supervisory or Executive Secretary guides must meet the minimum secretarial experience requirement indicated in regulation number 2, and will be transferred to the appropriate guide and step reflecting the next highest salary above that the secretary is presently receiving.

All future guide movements will be made in normal progression from the step of placement.

4. Salary guides are based on a twelve month 261 working day year which includes 15 paid holidays and earned vacation time.

Ten month personnel work a 217 day year from September 1 to June 30 which includes an average of thirty (30) days off during that period and an average of 187 days actually worked.

In order to maintain equity of salary, holidays and earned vacation between ten and twelve month personnel, it is necessary to pro-rate holidays and earned vacation for ten month personnel and reflect this in the annual salary for individual ten month personnel. Such pro-rating shall be as follows:

- A. $217 \text{ working days} \div 261 \text{ working days} = .83114 \text{ factor.}$
- B. $\text{Twelve month guide amount} \div 261 \text{ working days} = \text{per diem amount.}$
- C. $15 \text{ paid holidays for 12 month personnel} \times .83114 = 12\frac{1}{2} \text{ paid holidays for 10 month personnel.}$
- D. Earned Vacation:

Years 1-4	10 days	$\times .83114 = 8\frac{1}{2} \text{ days}$	- See Scale "C"
Years 5-7	15 days	$\times .83114 = 12\frac{1}{2} \text{ days}$	- See Scale "B"
Years 8 up	20 days	$\times .83114 = 17\frac{1}{2} \text{ days}$	- See Scale "A"
- E. Guide equivalency calculations for Ten Month Personnel

SECRETARIAL SALARY GUIDE REGULATIONS

GUIDE C - 187 actual working days + 12½ paid holidays + 8½ days earned vacation years 1-4 = 208 working days x per diem salary = equivalent 10 month salary.

GUIDE B - 187 actual working days + 12½ paid holidays + 12½ days earned vacation years 5-7 = 212 working days x per diem salary = equivalent 10 month salary.

GUIDE A - 187 actual working days + 12½ paid holidays + 17½ days earned vacation years 8 up = 217 working days x per diem salary = equivalent 10 month salary.

5. TEN/TWELVE MONTH VACATION TRANSFER

Ten month personnel transferring to 12 month positions will have their position on the vacation schedule as 12 month personnel calculated by counting the number of complete years in the 10 month position x 10 ÷ 12 = comparable years in a 12 month position for vacation schedule purposes.

Twelve month personnel transferring to 10 month positions shall be entitled to any vacation earned while in the 12 month position during the school year. Such vacation time shall be determined according to the partial year formula and shall be taken while still occupying the 12 month position.

The position on the 10 month C.B. or A guide shall be based on their vacation schedule position at the time of transfer.

ADDENDUM B

"DUES LAW"

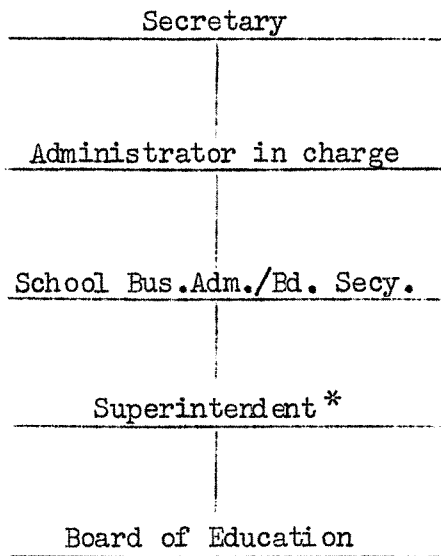
N.J.S. 52:14-15.9e.

Whenever any person holding employment, whose compensation is paid by this State or by any county, municipality or board of education in this State, or by any board, body, agency or commission thereof shall indicate in writing to the proper disbursing officer his desire to have any deductions made from his compensation, for the purpose of paying the employee's dues to a bona fide employee organization, designated by the employee in such request, and of which said employee is a member, such disbursing officer shall make such deduction from the compensation of such person and such disbursing officer shall transmit the sum so deducted to the employee organization designated by the employee in such request.

Any such written authorization may be withdrawn by such person holding employment at any time by the filing of notice of such withdrawal with the above-mentioned disbursing officer. The filing of notice of withdrawal shall be effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

ADDENDUM C

TABLE OF ORGANIZATION - SECRETARIAL PERSONNEL



* Not in grievance procedure steps

BOARD OF EDUCATION

ASSOCIATION

Peter F. Zeleny
President

Erma L. Darley
President

Attest:

Attest:

J. R. [unclear]
Secretary

Eleanor L. [unclear]
Secretary

Date

Date