

AGREEMENT.

BETWEEN

THE CENTRAL REGIONAL BOARD OF EDUCATION

AND

THE CENTRAL REGIONAL
EDUCATIONAL SECRETARIES ASSOCIATION

X JULY 1, 1984 - JUNE 30, 1987

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PREAMBLE

This Agreement is entered into this first day of July 1, 1984 by and between the Board of Education of the Central Regional School District of the County of Ocean, and the State of New Jersey, hereinafter referred to as the "Board" and the Central Regional Educational Secretaries Association, hereinafter referred to as the "Association". References to female employees shall also include male employees.

ARTICLE I
RECOGNITION

The Board of Education hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for those Office Personnel employed by the Board of Education but excluding the Confidential Personnel employed in the Board of Education and Superintendent's Offices.

Office personnel shall include: Switchboard Operator/Receptionist/Typist, Clerk/Typist, Registrar, Library Aides, Assistant Principal's Secretaries, Principals' Secretaries, Data Control Operator, Secretaries to Directors of Student Personnel and Special Services & Attendance Aide/Clerk Typist.

ARTICLE II
NEGOTIATION PROCEDURE

- A. Consistent with the Employer-Employee Relations Act of 1968 as amended, the Board shall not affect any change concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
- B. Not later than October 1, the Board agrees to initiate negotiations with the procedure set

ARTICLE III
GRIEVANCE PROCEDURE

DEFINITION:

1. A "grievance" shall mean a complaint by employee(s) or representative(s) of employee(s) arising out of an alleged misapplication, misinterpretation or violation of the terms of this Agreement or administrative decisions or practices rendered thereunder.
2. An "aggrieved person" is the person/persons or the Association making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

PURPOSE:

1. The purpose of this procedure is to secure at the lowest possible level, solutions to the grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any office personnel having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

PROCEDURE:

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified, may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps of 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 a party in interest, 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.

6. Level Three - con'd

b. The Board shall consider the appeal and may, within ten (10) school days after receipt of such appeal, hold a hearing. If a hearing is held, the Board shall issue a decision, in writing, following the next regular meeting of the Board of Education, but not to exceed a period of fifteen (15) school days.

c. If the Board determines that a hearing is not warranted or necessary, it shall nevertheless, issue a decision, in writing, within ten (10) school days after the receipt of the appeal from the Association.

d. Such appeal shall, in all cases, be confined solely to the issue or issues and evidence submitted in support thereof to the Superintendent and shall provide the specific basis of disagreement and evidence in support thereof.

e. If new evidence is obtained in support of such grievance, after the hearing at Level Three, the Association shall notify the Superintendent, in writing, at which time the grievance shall return to Level Three. It is understood that no penalty shall accrue to the Association because of the failure of any administrative officer to render information properly requested by the Association and which the Association is entitled to receive.

7. Level Four

a. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, the aggrieved may within five (5) school days of the Board's decision, request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

b. Within ten (10) school days after such written notice of submission to arbitration, the Association shall request a listing of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules of the American Arbitration Association in the selection of an arbitrator.

c. The Association shall confer with the aggrieved person and the Superintendent to determine the appropriate hearing procedure. The hearing shall be held within fifteen (15) school days after receipt of the request for arbitration. The hearing shall be confidential and shall be held in private.

1. Con'd

and to state its views at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by either party to this Agreement or the Administration against any party in interest, any building representative, any administrator, any member of the Association or any other participant in the grievance procedure by reason of such participation.

MISCELLANEOUS

1. If, in the judgment of the Association, a grievance affects a group of clerical personnel, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process a grievance despite an intention of abandonment by a specifically aggrieved person.
2. 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.
3. Notwithstanding the pendency of any grievance, all personnel covered by this Agreement shall continue to perform all duties and assignments.
4. Failure by the aggrieved or the Association to process a grievance in accordance with the time schedule as set forth in this Article shall constitute an abandonment of the grievance and render it null and void. Failure of the Board to process a grievance in accordance with the time schedules as set forth in this Article shall permit the aggrieved to automatically proceed to the next level. Any waiver of this provision must be in writing and acknowledged by both parties.
5. The Association agrees to process all grievances solely through the grievance procedure.

- I. Whenever any office personnel is required to appear before the Board or a committee appointed by the Board concerning any matter which could adversely affect the continuation of that office personnel in her position of employ or the salary or any increment pertaining thereto, then she shall be given prior written notice of the reasons for such meeting and shall be entitled to have representative(s) of her choosing present to advise her and represent her during such a meeting, providing said representation is made known to the Board, through the Office of the Superintendent in advance of the meeting.
- J. The Association shall be notified of any existing vacancy that might be considered an advancement i.e. 10 to 12 month employment, a position with advancement in position and salary.
- K. The rights and privileges of the Association and its representatives as set forth in Article IV of this Agreement shall be granted only to the Association as the exclusive representative of the office personnel as recognized in Article I.

ARTICLE V
OFFICE PERSONNEL EMPLOYMENT

- A. All office personnel shall be placed on the proper step of the salary guide as of the beginning of each school year.
- B. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
- C. Previously accumulated unused sick leave days will be restored to any office personnel upon return from an extended Board approved leave of absence.
- D. Office personnel shall be notified of their contract and salary status for the ensuing year no later than April 30.
- E. The salary schedule of all office personnel covered by this Agreement is to be set forth in Appendix A and made part of this Agreement.
- F. Office personnel employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

- E. On those days when school(s) are not in session on account of inclement weather, office personnel shall make every reasonable effort to report to work if and when possible.
- F. Office personnel shall be compensated at the rate of time and one-half for all work beyond her normal work day. For the purpose of determining the overtime, the following shall count as regular work days:
 - a. Holidays
 - b. Paid sick days
 - c. Other approved paid leaves.
- G. Workshop Days:

Effective July 1, 1985, all office personnel shall be required to work on the two (2) scheduled professional workshop days.
- H. Holiday Work Schedule:

The Superintendent shall have the right to call employees into work during the Christmas recess, winter recess, and Easter recess. Employees shall be called in on a rotating basis by seniority for a maximum of two (2) continuous days each school year. Implementation of the holiday work schedule is contingent upon having a Building Supervisor present at the school complex.

ARTICLE VII
OFFICE PERSONNEL LEAVE POLICIES

- A. Sick Leave:
 - 1. Employees shall be allowed the following leave due to personal illness -
 - a. 12 month full time employee, 12 days per year
 - b. 10 month full time employee, 10 days per year.
 - 2. The unused days of sick leave each year shall be cumulative.
 - 3. Sick leave shall be defined in accordance with applicable provisions of N.J.S.A. Title 18A.
- B. Death in the Immediate Family:
 - 1. All full time (12 or 10 month) employees shall be allowed up to five (5) days without loss of pay at the time of death in the immediate family. The immediate family shall include father, mother,

ARTICLE IX
MANAGEMENT RIGHTS

- A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.
- B. The exercise of the powers, right, authority, duties and responsibilities of the Board, adoption of policies, rules and regulations and practices in furtherance thereof and the use of judgment and discretion in connection with shall be limited to the extent such specific and express terms hereof are in conformance with this Agreement and the Constitution and Laws of the State of New Jersey and of the United States.
- C. Without limiting the generality of the foregoing, the Board reserves exclusive jurisdiction in the executive management and administrative control of the school system and its properties and facilities and to hire all employees, including determination of their qualifications and the conditions for their continued employment subject to the terms of this Agreement and the laws of the State of New Jersey.

ARTICLE X
WORK CONTINUITY

The Association agrees that it will not engage in any job action, sanction activities, or other types of boycotts, nor will it condone such activities on the part of its membership providing that the Board of Education conducts no lockouts or unfair practices during the term of this Agreement.

ARTICLE XI
EVALUATION OF SCHOOL OFFICE PERSONNEL

- A. All monitoring or observation of the work performance of school office personnel shall be conducted openly and with the full knowledge of the employees.
- B. School office personnel shall have the right, upon request, to review the contents of her personnel file and to receive copies, at her expense, of any documents contained therein. This right of review shall not apply to the employee's initial application for employment and letters of reference from prior employers.

2. Said employee must give written notice to the Superintendent of Schools of her request for retirement, setting forth the requested date of retirement and her claim for credit for unused sick days. Said written notice must be received no later than October 31st preceding the June retiring date.
3. The effective date for written notice may be waived in case of an emergency, with approval of the Superintendent of Schools and at the sole discretion of the Board of Education.
4. Said employee's compensation shall be based on one-half (1/2) of the sick day's pay at the time of retirement and for every accumulated unused sick day in excess of forty-five (45) days.

ARTICLE XIV
AGENCY SHOP

DEDUCTION FROM SALARY

- A. 1. The Board agrees to make deductions in office personnel salaries for professional dues pursuant to Chapter 310 of the Laws of 1967 (N.J.S.A. 52: 14-15.9) and as an Agency Shop Fee pursuant to Chapter 477, P.L. 1979, at the rate of 85% of the professional dues. The Board agrees to make such transfer of funds to the Treasurer of C.R.E.S.A. so as to accomplish the intent of the law.
 2. The Association shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
 3. Additional authorization for dues deduction may be received after August 1, under rules established by the State Department of Education.
 4. The filing of notice of an office personnel's withdrawal shall be prior to December 1 and becomes effective to hold deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.
- B. The Association will indemnify, defend and save harmless the Board against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon

ARTICLE XVI
DURATION OF AGREEMENT

- A. This Agreement shall become effective July 1, 1984 and expire June 30, 1987.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attest to by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

CENTRAL REGIONAL EDUCATIONAL SECRETARIES ASSOCIATION

J. J. McMill

By: President, C.R.E.S.A.

Date: *June 14, 1985*

Catherine Thompson

By: Secretary, C.R.E.S.A.

Date: *June 14, 1985*

CENTRAL REGIONAL BOARD OF EDUCATION

Daniel S. Clay

By: President, Board of Education

Date: *June 14, 1985*

James H. Cunningham

By: Secretary, Board of Education

Date: *June 14, 1985*

CRESA SALARY GUIDE

1984 - 1985

<u>Years of Service</u>	<u>Attendance/ Switchboard Clerk/Typist Registrar</u>	<u>Secretary Guidance Asst. Prin.</u>	<u>Principal Secretary</u>	<u>Data Control Operator</u>
1	\$ 7,775.	\$ 8,135.	\$ 8,671.	\$ 8,610.
2	8,425.	8,485.	9,021.	8,960.
3	8,508.	8,868.	9,404.	9,344.
4	8,891.	9,252.	9,787.	9,727.
5	9,248.	9,640.	10,380.	10,142.
6	9,609.	10,000.	10,739.	10,500.
7	10,197.	10,612.	10,998.	11,089.
8	10,523.	10,915.	11,653.	11,415.
9	10,850.	11,242.	11,979.	12,069.
10	11,177.	11,569.	12,307.	12,723.
11	11,470.	11,862.	12,633.	13,374.
12	11,796.	12,188.	13,025.	13,899.
13	12,188.	12,580.	13,417.	
14	12,580.	12,980.	13,809.	
15	12,972.	13,366.	14,201.	
16	13,377.	13,758.	14,593.	

Madlyn Haimbach - \$13,758.

Ten month employees shall receive 10/12 of applicable position title level.

Longevity salary which shall be in addition to the salary schedule shall accrue to each employee in the following manner:

At the completion of the 3rd consecutive year	\$ 100.
At the completion of the 6th consecutive year	150.
At the completion of the 9th consecutive year	200.
At the completion of the 12th consecutive year	200.
At the completion of the 14th consecutive year	150.

\$ 800.

Benefits: Health benefits as per teacher contract.

CRESA SALARY GUIDE

Years of Service	<u>1986 - 1987</u>		<u>This guide reflects 8%.</u>	
	<u>Attendance/ Switchboard Clerk-Typist Registrar</u>	<u>Secretary Guidance Asst. Prin.</u>	<u>Principal Secretary</u>	<u>Data Control Operator</u>
1	\$ 8,471.	\$ 8,893.	\$ 9,520.	\$ 9,450.
2	8,821.	9,243.	9,870.	9,800.
3	9,171.	9,593.	10,220.	10,150.
4	9,521.	9,943.	10,570.	10,500.
5	9,970.	10,392.	11,019.	10,949.
6	10,419.	10,841.	11,469.	11,398.
7	10,837.	11,297.	12,163.	11,884.
8	11,259.	11,719.	12,584.	12,304.
9	11,948.	12,435.	12,888.	12,994.
10	12,331.	12,790.	13,655.	13,377.
11	12,714.	13,174.	14,037.	14,143.
12	13,097.	13,556.	14,421.	14,909.
13	13,441.	13,900.	14,803.	15,672.
14	13,823.	14,282.	15,263.	16,287.
15	14,282.	14,742.	15,722.	
16	14,742.	15,210.	16,181.	
17	15,201.	15,662.	16,641.	
18	15,675.	16,121.	17,100.	

Madlyn Haimbach - \$16,121.

Ten month employees shall receive 10/12 of applicable position title level.

Longevity salary which shall be in addition to the salary schedule shall accrue to each employee in the following manner:

At the completion of the 3rd consecutive year	\$ 100.
At the completion of the 6th consecutive year	150.
At the completion of the 9th consecutive year	200.
At the completion of the 12th consecutive year	200.
At the completion of the 14th consecutive year	150.

\$ 800.

Benefits; Health benefits as per teacher contract.