

CONTRACT AGREEMENT

X 1981-82

between

ROXBURY TOWNSHIP BOARD OF EDUCATION

and

ROXBURY EDUCATIONAL SECRETARIES' ASSOCIATION

(Succasunna, New Jersey)

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RUTGERS UNIVERSITY

This agreement has been effected this _____ day of _____, 1981 between the Roxbury Township Board of Education, hereinafter referred to as the Board, and the Roxbury Educational Secretaries' Association, hereinafter referred to as the Association.

ROXBURY TOWNSHIP BOARD OF EDUCATION

President

ATTEST:

Chairman, Negotiating Committee

ROXBURY EDUCATIONAL SECRETARIES'
ASSOCIATION

President

ATTEST:

Chairman, Negotiating Committee

ARTICLE I - RECOGNITION

The negotiation agent determined by Chapter 123, The Roxbury Educational Secretaries' Association, will represent all secretaries employed by the Roxbury Board of Education, but will exclude the Secretary to the Superintendent and the Secretary to the Assistant Superintendent for Business.

ARTICLE II - NEGOTIATION OF A SUCCESSOR AGREEMENT

Not later than October 2, 1981, the Board agrees to initiate negotiations with the Association of a Successor Agreement in accordance with Chapter 123 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Any agreement so negotiated shall apply to all members of the unit and shall be reduced to writing and signed by both parties.

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to secretaries 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 nor otherwise detract from any secretary benefit existing prior to its effective date.

If any provision of this Agreement or any application of this Agreement to any secretary or group of secretaries is held to be contrary to law, then such provision or application 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.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance - A "grievance" is a claim by any secretary, group of secretaries, or the Association based upon the interpretation, application, or violation of this Agreement.

2. Aggrieved person - An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in interest - A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting secretaries. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time limits - 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. Level One - principal or immediate supervisor - A secretary with a grievance shall first discuss it with her principal or immediate supervisor within fifteen (15) days of the occurrence of the grievance either directly or through the Association's designated representative with the objective of resolving the matter informally.

3. Level Two - superintendent - If the aggrieved person is not satisfied with the disposition of her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, she shall set forth her grievance in writing to the superintendent specifying:

- (a) the nature of the grievance and extent of injury, loss, or inconvenience
- (b) the result of previous discussions
- (c) her dissatisfaction with decisions previously rendered.

The superintendent shall, within five (5) school days after the receipt of the grievance, provide for a hearing with the superintendent and interested parties and shall communicate his decision, in writing, within five (5) school days following the conclusion of said hearing. Said hearing shall be scheduled and conducted as expeditiously as possible.

4. Level Three - Board of Education - If the grievance is not resolved to the secretary's satisfaction, she, no later than five (5) school days after receipt of the superintendent's decision, may request a review by the Board of Education.

The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the aggrieved present, and shall render a decision, in writing, within twenty-eight (28) calendar days of receipt of the grievance by the Board.

5. Level Four - arbitration

(a) If the aggrieved person is not satisfied with the disposition of her grievance at Level Three, or if no decision has been rendered within twenty-eight (28) calendar days she shall, within ten (10) days, notify the Board in writing that the grievance is being submitted to arbitration by the aggrieved or the Association.

(b) The procedure as prescribed by law (19:12-14 of RULES AND STATEMENT OF PROCEDURE BY PERC, 1968) will be used to secure the services of an arbitrator, or an arbitrator may also be obtained from the American Arbitration Association.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(d) In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C.5 (b) of this ARTICLE.

(e) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of secretary to representation

1. Secretary and Association - Any aggrieved person may be represented at all stages of the grievance procedure by herself, or, at her option, by a representative selected or approved by the Association. When a secretary is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals - No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, or representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. The Association has the right to initiate or assume grievances.

2. Group grievance - If, in the judgment of the Association, a grievance affects a group of secretaries, 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 such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

3. Separate grievance file - 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 any of the participants.

4. Written decisions - Decisions rendered at all levels shall be in writing and shall be transmitted promptly to all parties in interest and to the Association.

5. Meetings and hearings - 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.

ARTICLE IV - SECRETARY AND ASSOCIATION RIGHTS

A. Pursuant to Chapter 123, Public Laws 1975

No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall at the option of the secretary, be subject to the grievance procedure.

Whenever any secretary is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that secretary in her position, employment, or the salary or any increments pertaining thereto, then she 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 her and represent her during such meeting or interview. Any suspension of any secretary pending resolution of charges shall be without pay. If charges are dismissed, the person shall be reinstated with full pay as of the time of such suspension.

B. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, directory of all personnel in the unit and all changes that may arise, tentative budgetary requirements and allocations, agendas, and minutes of all Board meetings, census data, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the secretaries together with information which may be necessary for the Association to process any grievance or complaint.

Whenever a representative of the Association or a secretary is mutually scheduled by the parties to participate during working hours in grievance proceedings and/or hearings, she shall suffer no loss in pay.

Representatives of the Association shall have the right, subject to the approval of the building principal, to meet with secretaries during their lunch periods or after school to carry out appropriate Association business. In the absence of the principal, approval may be secured from the vice-principal or the superintendent's office.

The Association shall have the right to use school facilities and equipment with permission, in accordance with the same policy that holds for any other organization or group in the community, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies that are used.

ARTICLE V - SICK LEAVE

A. Sick Leave

1. All secretaries employed on a ten (10) month basis shall be entitled to ten (10) days sick leave per year with pay. Secretaries employed for more than ten (10) months shall be compensated one (1) day with pay for each additional month. Unused sick leave days shall be accumulated from year to year with no maximum limit. After fifteen (15) years of service in the Roxbury School system, secretaries shall receive one (1) additional day of sick leave.

2. Compensation for Unused Sick Days on Retirement or Resignation - The Board agrees that a member of the Roxbury Secretaries' Association, upon resignation or retirement after ten (10) years of continuous service within the system, shall receive payment with respect to each of the unused sick days accumulated in her sick leave bank at the rate of \$9.50 per day.

B. Temporary leave of absence with pay

1. Secretaries shall be entitled to five (5) days leave per year with pay for absence due to the following personal emergencies provided prior approval is obtained from the building principal or business administrator one day in advance, when possible. The applicant shall be required to state the reason for taking the leave. The following shall be considered as leave under this section:

- (a) personal legal matters
- (b) severe illness in the family or immediate household
- (c) marriage of the employee or in the immediate family
- (d) religious holidays
- (e) other unforeseen emergencies

If a personal day is requested by a secretary on a day immediately preceding or immediately following a school holiday or recess, prior approval must be secured from the superintendent.

2. Three (3) days leave shall be available to attend funeral service for each death in the secretary's immediate family or immediate household.

3. Secretaries shall be granted necessary time for appearance in any legal proceeding connected with the secretary's employment or with the school system, providing the Board is furnishing legal counsel as provided by law.

4. Secretaries required to serve on jury duty will receive regular salary, less juror pay.

C. Extended leave of absence

1. Maternity leave - The Board shall grant maternity leave without pay to any secretary upon request subject to the following stipulations and limitations:

(a) The Board may remove any pregnant secretary from her secretarial duties on any one of the following bases:

1) Her secretarial performance substantially declines from the period preceding pregnancy,
2) Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if

a) The pregnant secretary fails to produce a physician's certificate that she is medically able to continue working, or

b) The Board's physician concludes she is unable to continue working.

3) Any other just cause that is found to exist in NJSA Title 18A.

(b) The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant secretaries on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in NJSA Title 18A:30-1 et seq.

(c) Any secretary seeking such leave shall apply to the Board thirty (30) school days prior to the beginning of leave. At the time of application the secretary shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require any secretary to produce a certificate from a physician in support of the requested leave dates. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested dates upon finding that the grant of a leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school. Following the grant of such leave to any secretary, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the secretary to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change is not medically contra-indicated. The board may require any secretary to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician.

(d) Upon return from a maternity leave of absence, the secretary shall be reinstated in her same position or a similar position for which she is qualified.

(e) The Board is under no compulsion to continue the employment of an employee beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth.

2. Adoption - Any secretary adopting an infant child shall receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

D. Good Cause

Leaves of absence without pay may be granted by the Board for good reason.

E. Return from leave

1. Salary - A secretary shall not receive increment credit for time spent on a leave granted pursuant to Section C, D of this ARTICLE.

2. Benefits - All benefits to which a secretary was entitled at the time of her leave of absence commenced, including unused accumulated sick leave, shall be restored to her upon her return, and she shall be assigned to the same position which she held at the time said leave commenced, if available, or, if not, to a substantially equivalent position, as soon as possible.

F. Extensions and renewals

All extensions or renewals of leaves shall be applied for and granted or rejected in writing.

ARTICLE VI - INSURANCE PROTECTION

The Board shall provide the health care insurance protection designated below:

1. The Board will pay 100% single or family coverage for those participating in the following Roxbury School District group plans:

BLUE CROSS
BLUE SHIELD
RIDER J
MAJOR MEDICAL

Family Prescription drug plan with co-pay option.

2. In order to be eligible for the above insurance, a secretary must work twenty (20) or more hours per week on a regular basis.

ARTICLE VII - WORK DAY - OVERTIME - TEN MONTH POSITIONS - JOB VACANCIES

A. Work day

The work day shall be seven and one-half ($7\frac{1}{2}$) hours in length, including one-half ($\frac{1}{2}$) hour lunch and one fifteen (15) minute coffee break.

B. Overtime

Secretaries shall be compensated at one and one-half ($1\frac{1}{2}$) the basic hourly rate whenever they are required to work more than thirty-seven and one-half ($37\frac{1}{2}$) hours per week.

C. Ten month positions

Ten (10) month secretaries shall enjoy all benefits awarded to twelve (12) month secretaries on a prorated basis with the exception of insurance benefits which shall be equivalent to the benefits awarded to twelve month secretaries.

D. Job vacancies

1. Date of posting - Whenever a vacancy occurs, a notice shall be posted in each school as soon as possible before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Secretaries who desire to apply for such vacancies shall submit their applications in writing by certified mail, return receipt requested, to the superintendent within the time limit specified in the notice.

2. Criteria for notice - The qualifications for the position, its duties, and the rate of compensation, shall be clearly set forth.

3. Procedure - All qualified employees shall be given adequate opportunity to make application and no position shall be filled until all properly submitted applications have been considered. The Board agrees to give due consideration to the background and attainments of all applicants and other relevant factors. In filling such vacancies, preference shall be given to qualified employees already employed by the Board.

ARTICLE VIII - VACATIONS

After completion of the first fiscal year within the Roxbury School District, twelve (12) month secretaries shall receive two (2) weeks vacation; the first year to be prorated based on date of employment. Vacation will be prorated for ten (10) month employees. Up to three (3) vacation days may be carried over to the next year and these days shall not accumulate.

After completion of second through fifth years	two weeks vacation
After completion of sixth through fourteenth years	three weeks vacation
After completion of fifteenth year	four weeks vacation

ARTICLE IX - HOLIDAYS AND RECESSES

All secretarial personnel shall be awarded with pay all school holidays and recesses stipulated in the school calendar adopted by the Board plus the Fourth of July and Labor Day.

ARTICLE X - LONGEVITY

Any secretary hired on or after July 1, 1981 shall not be eligible for longevity benefits.

Only secretaries employed prior to that date shall receive the following longevity benefit:

\$150.00 starting with 10, 15, and 20 years,
\$200.00 starting with 25, 30, and 35 years of service

ARTICLE XI - RECESSES - EMERGENCY DAYS - MILEAGE - SUBSTITUTES - IMPROVEMENT POLICY

A. Recesses

The days during recesses may be worked by the secretarial staff if requested by the building principal or the superintendent. Those people requested to work will be compensated at the straight time rate for the number of days worked.

B. Emergency Days

Emergency days will be worked with no extra compensation. Failure to work on days so designated may be used as a personal emergency day, compensatory time, or a deduct day.

C. Mileage

Secretaries will be compensated for mileage at 18.5¢ per mile when performing school business with prior approval of the building principal.

D. Secretarial substitutes

Substitutes may be obtained whenever any secretary is absent, at the discretion of the building administrator, superintendent, or designee.

E. Improvement policy

The Board of Education will give assistance in the payment of tuition or course fees for courses relevant to one's area of employment as determined and approved by the superintendent. This assistance will be one-half ($\frac{1}{2}$) of tuition or course costs per semester hour. A maximum of three (3) hours per semester (fall, spring, summer) may be credited under this policy.

Prior approval forms are to be submitted to the superintendent's office by September 20 for fall semester courses, by January 2 for spring semester courses, and by June 30 for summer semester courses.

ARTICLE XII - ASSOCIATION FEE

A. Purpose of fee

If any secretary 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, said secretary will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the secretary's per capita cost of services rendered by the Association as majority representative.

B. Amount of fee

1. 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 to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal maximum - In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law. If the law is changed in this regard, that amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and transmission of fee

1. Notification - Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those secretaries who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such secretaries, in accordance with paragraph 2 below, the full amount of the representation fee and promptly transmit the amount so deducted to the Association.

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

- (a) ten (10) days after receipt of the aforesaid list by the Board; or
- (b) thirty (30) days after the secretary begins her employment 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 deduction will begin with the first paycheck paid ten (10) days after the resumption of the secretary's employment in a bargaining unit position, whichever is later.

3. Termination of employment - If a secretary who is required to pay a representation fee terminates 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 of the fee from the last paycheck paid to said secretary during the membership year in question.

4. 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.

5. Changes - The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or in any deductions made more than ten (10) days after the Board received said notice.

6. New secretaries - On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all secretaries who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such secretaries.

ARTICLE XIII- PRINTING AGREEMENT

The expense for reproducing copies of this agreement shall be shared equally by the Association and the Board. Sufficient copies of the Agreement shall be made for presentation to all secretaries now employed and to be employed by the Board.

ARTICLE XIV- DURATION

The provisions of this Agreement shall be effective as of July 1, 1981 and shall remain in full force and effect until June 30, 1982, 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.

SECRETARIAL SALARY GUIDE

1981-82

Step	GRADE I	GRADE II	GRADE III	GRADE IV	GRADE V
1	7000	7350	7700	8050	8400
2	7350	7700	8050	8400	8750
3	7750	8100	8450	8800	9150
4	8150	8500	8850	9200	9550
5	8550	8900	9250	9600	9950
6	8950	9300	9650	10000	10350
7	9350	9700	10050	10400	10750
8	9750	10100	10450	10800	11150
9	10150	10500	10850	11200	11550
10	10550	10900	11250	11650	11950

All secretaries above step 10 receive \$1000.00 increase to base pay

Grade II - Grade I plus \$ 350.00
 Grade III - Grade I plus \$ 700.00
 Grade IV - Grade I plus \$1050.00
 Grade V - Grade I plus \$1400.00

Grade I	Secretary to Assistant Principal - Switchboard Operator - Clerk-Typist/Aide - General Education Secretary - Secretary to Director of Buildings and Grounds
Grade II	Secretary to Principal (Elementary) - Secretary to Guidance Department and Media Center - Assistant Data Processing Secretary - Secretary for Instructional Services - Guidance Secretary (EMS) - Secretary to Assistant Principal and Vice Principal - Secretary to Child Study Team - Assistant to Head Guidance Secretary.
Grade III	Cafeteria Secretary - Bookkeeper - Head Guidance Secretary (HS) - Secretary to Middle School Principal - Transportation Secretary - Secretary to Special Education Department
Grade IV	Payroll Secretary - Head Purchasing Secretary - Secretary to High School Principal
Grade V	Head Data Processing Secretary