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ARTICLES OF AGREEMENT

BY AND BETWEEN

BOARD OF EDUCATION OF THE  
BOROUGH OF TOTOWA

AND

THE TOTOWA EDUCATIONAL SECRETARIES ASSOCIATION

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1976-1978  
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## ARTICLES OF AGREEMENT

The BOARD OF EDUCATION OF THE BOROUGH OF TOTOWA, Passaic County, New Jersey, hereinafter referred to as the "BOARD" and the TOTOWA EDUCATIONAL SECRETARIES ASSOCIATION, hereinafter referred to as the "ASSOCIATION" agree as follows:

### ARTICLE I

#### RECOGNITION

The Totowa Board of Education recognizes the Totowa Educational Secretaries Association as the exclusive and sole representative for collective negotiations concerning secretarial and clerical staff.

### ARTICLE II

#### SUCCESSOR CLAUSE

The Board and the Association agree to begin collective negotiations in accordance with Public Law 303 of 1968 and Public Law 123 of 1974 and the rules and regulations as established by PERC.

The Recognition Clause shall remain as currently stated unless new positions, or a change in current positions occur.

### ARTICLE III

#### SALARIES

A. It is agreed by and between the parties hereto that the salary schedule attached hereto and made a part hereof as Schedule A, is adopted by the parties.

It is further understood and agreed between the parties that all of the increments referred to in Schedule A are earned by the successful completion of the preceding year and shall be granted by

the favorable recommendation of the superintendent of schools.

It is further understood and agreed that an increment may be withheld if service is unsatisfactory.

B. It is further agreed by and between the parties hereto that the Assistant Board Secretary shall receive ten dollars (\$10.00) each month for attending only the regular monthly meeting of the Board of Education to take the minutes.

C. It is further agreed by and between the parties hereto that the employee responsible for obtaining substitutes will be placed on the next step of the salary guide over a two year period for this responsibility.

D. Promotions - If an employee moves from one category to another said employee will be placed on the salary guide according to her years of service for that category over a two year period.

ARTICLE IV  
LONGEVITY PROGRAM

The Totowa Board of Education will award longevity payments to career employees of the Totowa Educational Secretaries Association who shall render to the Totowa Board of Education continuous service of seven, ten, fifteen, and twenty years according to the following schedule:

- A. Four percent (4%) of the basic salary to an employee who has completed seven years of service and until said employee completes ten years of service.
- B. Five percent (5%) of the basic salary to an employee after completion of ten years of service to fifteen years of service.

C. Six percent (6%) of the basic salary after completion of fifteen years of service to twenty years of service.

D. Eight percent (8%) of the basic salary after completion of twenty years of service.

The longevity program will apply according to the following conditions:

1) The basic salary is defined as the last step of the salary guide.

2) When the guide changes, employees shall be entitled to receive the change in the basic salary.

3) The longevity payment will be added to the employee's current salary.

4) All longevity payments will be paid as part of the employee's semi-monthly pay.

5) For all employees currently covered by this agreement their number of years experience will be based according to their current status with the exception of the employee responsible for substitutes who would not be credited with an additional step on the salary guide if said employee did not fulfill that function.

6) The number of years of service shall be established as of October 1 of any given year.

#### ARTICLE V

#### HOSPITALIZATION

It is further understood and agreed between the parties hereto that each member of the Association who shall enroll in the New Jersey Public and School Employees Health Benefits (Blue Cross, Blue Shield, Rider J and Major Medical Coverage), for single person coverage, family coverage or husband and wife coverage as determined by the employee, in their sole discretion, shall have the premium paid by the Board.

ARTICLE VI

SICK - PERSONAL LEAVE

A full time employee may be absent from school due to personal illness or personal business in accordance with the following provisions:

A. SICK LEAVE

A ten month employee will be granted thirteen days cumulative sick leave. Three of these days may be used in emergencies of a personal nature. Any of the three unused days shall not be cumulative as personal leave but will be accumulated as sick leave.

- 1) Ten month employees will be granted 13 days cumulative sick leave; twelve month employees will be granted 15 days cumulative sick leave.
- 2) The accumulation of sick leave allowance shall be limited to consecutive and uninterrupted service. A full time staff member is rendering consecutive service as long as they, or the Board of Education does not officially terminate the contract. A leave of absence, as granted by the Board of Education does not constitute an interruption of service.
- 3) A record kept in the office of the superintendent shall determine the number of accumulated days. Each employee shall be given a written statement of the number of accumulated sick leave days to which they are entitled, which statement shall be submitted no later than September 15th of each school year.
- 4) Employees who are absent because of personal illness for a period of more than four (4) consecutive days, shall, at this time, file with the superintendent a certificate from their physician attesting to the illness and necessity for the absence. The Board of Education reserves the right to grant special extension of such leave in individual cases, which, in its judgment, are such deserving of same.
- 5) In case of absence of ten (10) consecutive school days or more, a written certificate of fitness from the attending physician will be required upon return to service.

- 6) Full salary shall be paid for absence due to illness until such accumulated leave is used up, after which, the full time employees may receive the difference between the contract salary and the substitute's pay for the duration of the contract period. The staff member's per diem pay shall be calculated as follows:

For all employees on ten months contract, one two-hundredths of the annual salary. For all employees on a twelve months contract, one two-hundred-sixtieth of the annual salary.

- 7) Whenever the Board of Education employs a secretary or clerk who has been employed for not less than three (3) consecutive years in this or another school district in New Jersey and which employee has an unused accumulation of sick leave days from the immediate prior employment, the Board shall grant at the end of the first year of employment the full credit therefor. Prior to the granting of said sick days, the employee shall submit to the Board a certificate from the prior employer stating such employee's unused accumulation of sick leave days as of the date of the termination of such prior employment. The number of such days when granted by the Board shall be irrevocable.

#### B. PERSONAL LEAVE

- 1) It is agreed by and between the parties hereto that the reasons set forth hereinafter shall be sufficient for personal leave of absence with full pay unless otherwise noted. Unused personal days shall be accumulated as sick days.

- 2) It is agreed by and between the parties hereto that any employee seeking a personal leave shall complete the form of request for said leave, which request form shall be forwarded to the superintendent. This request form shall be completed and filed prior to taking the "personal leave of absence" in all cases, unless for good cause same has been waived by the superintendent of schools. It is further understood and agreed between the parties that the granting of the personal leave of absence must be received from the superintendent of schools before the leave is taken regardless

whether the written request form is submitted or waived in accordance with the terms set forth above. If the written request form is waived for good cause shown to the superintendent of schools, same is waived upon the condition that the employee shall file a written request upon his return following the termination of the personal leave.

The superintendent may request that a personal leave be taken at another time, if possible. This would only occur if, in his judgment, the absence of a sufficient number of secretaries or clerks would cause undue hardship on the efficient operation of the schools.

3. It is agreed by and between the parties hereto that the following shall be the basis for a personal leave of absence hereunder:

- a) An allowance of up to four (4) days shall be granted to an employee because of death in their immediate family. Immediate family shall be considered as father, mother, spouse, sister, brother, child, mother-in-law, father-in-law, sister-in-law, brother-in-law and grandparents.
- b) An allowance of up to three (3) days shall be granted for other emergencies of a personal nature, as stated in Section B.

## ARTICLE VII

### ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees, upon written request of the Association, to release to it pertinent, non-privileged information as will assist the Association to develop accurate and informed proposals concerning salary, working conditions and all other terms and conditions of employment for all representatives of the Association.



It is to be noted and expected that the Board will have a reasonable time to respond to such requests, and that the Board may, at its option, fulfill such requests either by written response to the Association or by making pertinent records available to the Association in the Board offices. Should the latter option be exercised, the Association may not remove any Board records from the office but copies prepared by the requesting Association may be made.

B. Whenever any member of the Association is required by contract language or mutual agreement to participate during working hours in negotiations, grievance proceedings, conferences or meetings, they shall suffer no loss in pay.

C. The Association shall have the right to use school buildings for meetings as outlined in the Board's general policy provisions. Application forms, along with possible expenses, may be received from the central office administration. It is understood that requests for use of school facilities by the Association shall, in no way, intend to interfere with normal school functions.

D. The Association shall have, in each school, use of a bulletin board in each faculty lounge and further that the Association agrees that such notices posted on the bulletin board shall be in professional taste.

#### ARTICLE VIII

#### SECRETARIAL-CLERICAL EMPLOYMENT

A. All non-tenure employees shall receive contract offers no later than April 30 for the succeeding school year. They shall sign and return the contract by June 1st. Failure to return said contract

by June 1st shall constitute a waiver of said employee rights to re-employment unless a longer period is actually mutually agreed upon and shall relieve the Board of any obligations to offer re-employment to said employee.

B. All tenure employees shall receive notification of their next year's salary no later than April 30th.

#### ARTICLE IX

#### WORK HOURS

A. Employees are expected to devote to their assignments the time necessary to meet their responsibilities, but they shall not be required to sign in and out by hours and minutes. Members of the Association shall indicate their presence for work by initialling in the appropriate column of the faculty roster sheet.

B. Members of the Association shall work a thirty-five hour week, and each secretarial-clerical post may be handled on an individual basis to assure a comprehensive coverage and arrangement.

C. Members of the Association may leave the building without requesting permission during their duty-free lunch period.

#### ARTICLE X

#### SECRETARIAL-CLERICAL ASSIGNMENT

A. Wherever practicable, all members of the Association shall be given tentative written notice as of June 1st of their building assignment for the forthcoming year. Final notice shall not be given later than June 30th.

- (1) Any change in assignment made after June 30th shall only occur if the employee involved is given reasons for said change by the superintendent in a meeting between both parties within two (2) days after said change is made.

B. Schedules of employees who are assigned to more than one building shall be arranged so that no such Association member shall be required to engage in an unreasonable amount of interbuilding travel. Such employees shall be notified of any changes in their schedule as soon as practicable.

C. Members of the Association who may be required to use their own automobile in the performance of their duties, and employees assigned to more than one (1) building per day, shall be compensated at the rate of the Federal Government's allowance per mile for the use of their vehicle for all driving done to respective buildings.

## ARTICLE XI

### PROMOTIONS

- A. Promotional positions are defined as all positions.
- B. Vacancies shall be adequately publicized by the superintendent of schools in accordance with the following procedure:
  - 1) Notice shall be posted in each school building setting forth a general statement of duties and a summary of qualifications being sought for the position.
  - 2) Such notice shall be posted at least twenty (20) days prior to the last day on which applications will be accepted.
  - 3) Employees who desire to apply for such vacancies shall submit their application in writing to the superintendent within the time limit specified in the notice.
  - 4) Were the vacancies to occur during the summer months, the superintendent would notify the Association representative, (Association President) in writing, and follow the procedures outlined in steps one, two and three.

- 5) Announcements of all appointments shall be made as soon as possible to the Association by posting same.

C. Nothing in this agreement shall be construed to limit the right of the Board of Education to change, modify, or add to the qualifications and duties associated with any position or to appoint or assign individuals to promotional positions on either temporary or permanent basis.

## ARTICLE XII

### SECRETARIAL-CLERICAL ANNUAL EVALUATION

A. Each school year the performance of each employee in the system shall be evaluated by the superintendent and/or principals and/or Director of Pupil Personnel Services.

B. The superintendent shall present to the Board of Education an evaluation of each non-tenure secretary/clerk. Written summary of the evaluation shall be placed in the employee's personal file and a copy given to the employee. Appropriate evaluation for tenure secretaries/clerks shall be carried out at the discretion of the administration.

C. Employees who have not attained tenure shall receive their evaluation in conference with the superintendent. The conference shall take place no later than March 31 and in sufficient time to meet the provisions of Article XI.

## ARTICLE XIII

### EXTENDED LEAVES OF ABSENCE

A. Maternity leave shall be governed by statute.

B. Any female employee adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody

of the infant, or earlier if necessary to fulfill the requirements for the adoption.

C. Return to the school system upon the completion of any leave discussed in this section does not necessarily mean return to the same position.

ARTICLE XIV  
GRIEVANCE PROCEDURE

The term "grievance" means a complaint by an employee that, as to them, there has been an inequitable, improper or unjust application, interpretation, or violation of a policy, agreement, or administrative decision, affecting said employee.

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 a contract of a non-tenure employee.

The term "employee" shall mean any regularly employed individual receiving compensation from the Board but shall not include the superintendent.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees association or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

The term "party" means an aggrieved employee, their immediate superior, the school principal or any staff member below the superintendent who may be affected by the determination of the superintendent in connection with the procedure.

PROCEDURE

1. An aggrieved employee shall institute action under the provisions herof within thirty (30) days of the occurrence complained of, or within thirty (30) days after they 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. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present their own appeal or to designate a representative to appear with them at any step in their appeal. A minority organization shall not have the right to present or process a grievance.

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

5. An employee shall first discuss their grievance orally with their immediate superior. A decision shall be rendered within five (5) days of said hearing.

6. If the grievance is not resolved to the employee's satisfaction within five (5) days from the determination referred to in Paragraph 5 above, the employee shall submit their grievance to the superintendent of schools in writing, specifying:

- (a) The nature of the grievance.
- (b) The results of the previous discussion.
- (c) The reason for their dissatisfaction with the determination.

7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the immediate superior of the aggrieved employee.

8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon) the superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within ten (10) days of said hearing (unless a different period is mutually agreed upon) the superintendent shall, in writing, advise the employee and their representative, if there be one, of their determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

10. In the event of the failure of the superintendent to act in accordance with the provisions of paragraphs 8 and 9, or in the event a determination by them in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party, within ten (10) days of the failure of the superintendent to act or within ten (10) days of the determination by them, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted by the applicant:

- (a) The writing set forth in paragraphs 6 and 9, and a further statement in writing setting forth the applicant's dissatisfaction with the superintendent's action. A copy of said statement shall be furnished to the superintendent and to the adverse party.
- (b) The Totowa Educational Secretaries Association shall advise the Board, in writing, whether it will process the appeal on behalf of the appellant, and if it chooses not to process the appeal in their own right.

12. If the appellant, in their 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 who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall, in writing, notify the employee, their representative if there be one, the immediate superior and the superintendent of its determination. This time period may be extended or reduced by mutual agreement of the parties.

14. In the event a grievance should be filed by any employee who is not subject to the jurisdiction of any principal or supervisor, who may be answerable to more than one principal or supervisor, shall discuss their grievance initially with the superintendent and if dissatisfied with the determination, may appeal to the Board in accordance with the provision herein set forth.



15. The Board agrees to submit to the Totowa Educational Secretaries Association copies of all decisions, communications or correspondence sent by the Board to any person or organization in connection with any grievance filed hereunder by a person who is a member of the Totowa Educational Secretaries Association.

16. All employees shall be entitled to resort to the full procedure hereinabove set forth.

ARTICLE XV

VACATION

All full time employees placed on a 12 month schedule shall have their vacation schedule determined by the superintendent of schools.

1. Those employed from one to five years shall be granted two weeks vacation.
2. Those employed for five years but less than ten shall be granted three weeks vacation.
3. After ten years, one day additional for each year over ten until reaching fifteen years - then four full weeks.
4. Those employed for part of a year shall be allowed a day for each month's service up to June 30th, with a maximum of ten.

All full time employees must adjust their vacation periods according to the demands of the office work schedule.

Vacation time may not be carried over from year to year unless some part of it shall not have been taken at the Board's request. In such event the employee may carry the unused portion over the following year or be paid on the basis of the salary in effect when the vacation is earned.

Vacations may be taken during the school year commencing in September and ending in June when school is not in session. Further, any vacation not taken in the above mentioned period must be taken during the months of July and August.

ARTICLE XVI

SEVERABILITY

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision 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 XVII

CONTRACT PRINTING

Copies of this agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the agreement is signed. The agreement shall be presented to all secretaries/clerks now employed, hereinafter employed or considered for employment by the Board.

ARTICLE XVIII

DURATION

This agreement shall take effect as of July 1, 1976 and continue in effect until June 30, 1978.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective duly authorized officers.

ATTEST:

BOARD OF EDUCATION OF THE  
BOROUGH OF TOTOWA

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

ATTEST:

TOTOWA EDUCATIONAL SECRETARIES  
ASSOCIATION

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
President

TOTOWA BOROUGH PUBLIC SCHOOLS  
TOTOWA, NEW JERSEY

TOTOWA EDUCATIONAL SECRETARIES SALARY GUIDE - 1976-77 and 1977-78

POSITION LEVEL	MINIMUM (Starting)	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	MAXIMUM STEP 7
Clerical Aides	3775	(190) 3965	(200) 4165	(210) 4375	(220) 4595	(230) 4825	(240) 5065
Secretary (10 mos.)	4775	(240) 5015	(250) 5265	(265) 5530	(275) 5805	(290) 6095	(305) 6400
Secretary (12 mos.)	5735	(285) 6020	(300) 6320	(315) 6635	(330) 6965	(350) 7315	(365) 7680
Asst. Board Secretary	6090	(305) 6395	(320) 6715	(335) 7050	(355) 7405	(370) 7775	(390) 8165
Supt. Secretary	6575	(330) 6905	(345) 7250	(365) 7615	(380) 7995	(400) 8395	(420) 8815