

AGREEMENT

between

NUTLEY EDUCATIONAL SECRETARIES' ASSOCIATION

and

NUTLEY BOARD OF EDUCATION

July 1, 1976 to June 30, 1977

2/2 7/1/77 - 6/30/78

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ARTICLE I

Recognition

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

ARTICLE II

GRIEVANCE PROCEDURE

A. Definitions

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

A grievance shall not include or encompass the following:

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

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

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

B. Procedure

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. Miscellaneous

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

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

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

ARTICLE III

EMPLOYEE RIGHTS

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

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

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any employee

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

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

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

ARTICLE V

SALARY AND HOURS OF WORK

A. The salaries of all employees covered by this agreement for the school year 1976-77 shall be as follows:

See Appendix "A" for Salary Guide.

B. Hours

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

C. Leaving Building

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

D. Coffee Break

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

E. Lunch Period

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

ARTICLE VI

VACANCIES AND NEW POSITIONS

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

ARTICLE VII

SECRETARY EMPLOYMENT AND ADMINISTRATION OF SALARY

A. New Appointees

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

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

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

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

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

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

ARTICLE VIII

SICK LEAVE

A. All ten-month employees shall be entitled to ten (10) sick leave days each school year and all twelve-month employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

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