

**** CONTRACT BETWEEN ****
KEYPORT SECRETARIES ASSOCIATION
AND
KEYPORT BOARD OF EDUCATION
JULY 1, 1990 - JUNE 30, 1992

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ARTICLE I

This Agreement is entered into this First (1) day of July 1990 by and between the Board of Education of Keyport in the Borough of Keyport, New Jersey, hereinafter called the "Board", and the Keyport Educational Secretaries Association, hereinafter called the "Association".

ARTICLE II

RECOGNITION

The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for all secretarial and clerical staff for the Keyport School District exclusive of confidential secretaries and non-contractual employees. Confidential secretaries shall be defined as the secretary to the Board Secretary/Business Administrator and the secretary to the Superintendent.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

Grievance shall mean a complaint by an employee that alleges that there has been a violation of the agreement or an inequitable, improper or unjust application of Board policy or administrative decision with regard to working conditions, except that the term grievance shall not apply to the following:

1. any matter wherein the Board is precluded by law from granting the relief sought,
2. any rule or regulation of the State Commissioner of Education or the State Board of Education having the force and effect of law,
3. any matter which is demonstrated by law to be exclusively within the discretion of the Board,
4. any matter for which a method of review is otherwise specifically prescribed by law, i.e., tenure and increment reviews.

Nothing in the above definition of the word grievance shall preclude more than one employee from joining with other employees in the presentation of a single grievance, provided that the

alleged grievance arises out of facts similar in substance and circumstances and that each employee joining in the presentation of a single grievance is similarly affected.

Grievant shall mean an employee believing to have been or to be aggrieved.

Employee shall mean a secretarial and clerical employee within the negotiating unit.

Principal shall mean the building principal or such other person duly appointed to act as the principal in the principal's absence.

Superintendent shall mean the superintendent of schools or any staff assistant he may designate to act on his behalf.

B. Principles

1. A grievant shall institute action under the provisions hereof within ten (10) calendar days of the occurrence complained of, or within ten (10) calendar days after he/she would reasonably be expected to know of its occurrence. Failure to act within said ten (10) day period shall be deemed to constitute an abandonment of the grievance.

2. A grievant shall have the right to present and process his/her own grievance or to designate a representative to appear on his/her behalf.

3. Whenever the grievant designates a representative to appear on his/her behalf, the Board shall also have the right to designate a representative to participate other than the administrators named in the procedure that follows:

4. Unless mutually agreed upon between the parties, no grievance shall be processed at a time when the grievant has regularly assigned duties.

C. Procedure

1. A grievant may initially discuss the matter, identified as a grievance, with his/her principal in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, Subsection 1 (but does constitute the filing of a grievance).

2. A grievant may file a grievance in writing by presenting the written grievance to his/her principal and forwarding copies to the superintendent. The written

grievance shall set forth:

- a. the nature of the complaint
- b. the basis of dissatisfaction
- c. the recommended method of resolving the grievance

3. The grievant and his/her principal shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which it is filed.

4. The principal shall communicate his/her decision in writing to the grievant not later than five (5) school days following their meeting. A copy of the decision shall also be forwarded, at the same time, to the superintendent.

5. If the grievance has not been resolved at steps 3 and 4 of the procedure, the grievant may request a meeting with the superintendent. If the grievant requests a meeting with the superintendent, the request shall be made in writing not later than five (5) school days following the principal's decision. This written request must be accompanied by a written account describing the basis for the grievant's dissatisfaction with the principal's decision.

6. The grievant and superintendent shall meet in an attempt to resolve the grievance not later than five (5) school days following the date on which the meeting was requested.

7. The superintendent shall communicate his decision in writing to the grievant not later than ten (10) school days following their meeting.

8. If the grievance has not been resolved at steps 5, 6 and 7 of the procedure, the grievant may request a hearing with the Board or its representatives. The request shall be made in writing not later than five (5) school days following the superintendent's decision. This written request must be accompanied by a written account describing the basis for the grievant's dissatisfaction with the superintendent's decision.

9. The grievant and the Board or its representatives shall meet in an attempt to resolve the grievance not later than ten (10) school days following the date on which the hearing was requested. The grievant may have up to three representatives present when his/her grievance is reviewed by the Board or its representatives.

10. The Board shall communicate its decision in writing to the grievant not later than fifteen (15) school days

following the hearing.

11. Should the Association decide that based on the Board's decision the grievance is satisfactorily adjusted, then the Board's decision shall be binding on all parties.

ARTICLE IV

ARBITRATION

A. Should the Association be dissatisfied with the decision on the grievance rendered by the Board, and if the decision involves the interpretation or application of any provision of this agreement, the Association may by a written and dated notice to the Board not later than ten (10) school days following the rendering of the Board's decision, refer the grievance to binding arbitration.

B. Within fifteen (15) school days following referral of the grievance to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, either party may request a list of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

C. The arbitrator shall issue his/her decision not later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of transmitting the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his/her decision strictly to the application and interpretation of the provisions of this agreement and he/she shall be without power or authority to make any decision:

1. contrary to, or inconsistent with, or modifying, or varying in any way, the terms of this agreement or of applicable law, or rules, or regulations having the force and effect of law,

2. involving Board policy or practice under the provisions of this agreement, or under applicable law, except that he/she may decide in a particular case that Board policy, practice or administrative decision was disregarded, or that its attempted application under any term of this agreement was so discriminatory, arbitrary, or capricious as to

constitute an abuse of discretion,

3. limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

D. The arbitrator's fee will be shared equally by the parties to the dispute.

E. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. There shall be upon request of either the Board or Association a mutual exchange of available financial information relating to the resources of the school district and any other available information that may be helpful in resolving problems of mutual concern.

B. Should the Association request the use of a school room to transact official Association business, such request will be granted provided:

1. the request is made to the building principal, at least three days before the use of the room would occur,
2. the room is available for the date requested.

C. Should the Association request the use of a school room to transact official Association business during the evening hours, the Association must make application for such use through the secretary to the Board. Such requests will be handled in accordance with Board policy and in the same manner as all other requests for use of school rooms.

D. The Association may use the inter-school mail facilities and school mail boxes as it deems necessary, with approval of the building principal.

E. There shall be no discrimination against any employee on the basis of race, creed, sex, color, national origin or membership activity in the Association. The Association will represent all employees in the negotiating unit.

ARTICLE VI

SALARIES AND HOURS OF WORK

A. The salaries of all secretarial and clerical employees covered by this agreement are set forth in Schedule A which is attached hereto and made part hereof.

B. 1. Secretarial and clerical staff employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

2. Secretarial and clerical staff employed on a twelve (12) month basis shall be paid in twenty-four and (24) equal semi-monthly installments.

3. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.

C. For all school holidays worked, secretarial personnel shall be compensated at one and half times their daily rate in accordance with their contractual salary.

ARTICLE VII

VACATIONS

Each twelve month employee in the negotiating unit covered by this Agreement shall be entitled to the following vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken:

- 2 weeks after completion of one year
- 3 weeks after completion of five years
- 4 weeks after completion of ten years

ARTICLE VIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. 1. The superintendent and/or board secretary will have posted in all school buildings a list of the known vacancies that occur for the following school year no later than two weeks following the time said vacancies become known.

2. An employee who desires a change in office and/or building may submit to the superintendent and/or board secretary a written statement of his intentions with a copy to his building principal no later than March 15.

B. The granting of any request for voluntary re-assignment or transfer will be at the discretion of the superintendent and/or board secretary.

ARTICLE IX

SICK LEAVE

A. All employees employed on a ten (10) month basis shall be entitled to ten (10) sick leave days for personal illness or injury each school year and all employees employed on a twelve (12) month basis shall be entitled to twelve (12) sick leave days for personal illness or injury each year. Such sick leave time shall be available as of the first official work day of the school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. The superintendent and/or board secretary may request a physician's certificate be filed with him for any sick leave absence claimed under this Article.

C. In case of sick leave claimed for a period of three days or more, it is required that a physician's certificate be filed with the Secretary of the Board with the application for said sick leave.

D. Sick leave is hereby defined to mean an employee's absence from an employees' post or duty because of personal disability due to illness or injury or because of exclusion from school by the school district's medical examiner on account of a contagious disease or quarantine for such a disease in the employee's immediate household.

E. When absence, under the circumstances described in Section D of this Article, exceeds the annual leave and the accumulated leave, the Board may, upon written request, pay any employee with three years or more service in Keyport, one day's salary, less the salary of a substitute, for each year's service over three years but not to exceed ten (10) days in any one school year. A day's salary is defined as the daily rate in accordance with the employee's contractual salary.

F. The Board may at its discretion grant additional sick leave.

G. Any employee who has completed a minimum of ten (10) years in the Keyport Public School System and retires or terminates employment with the Board for any reason other than the result of charges brought by the Board, and if appealed and sustained by the Commissioner of Education, shall be paid \$20.00 per day for

all accumulated sick days for all employees with a cap of 200 days on all employees hired after June 30, 1988.

It is understood that this is not to be considered a death benefit and will not be paid to the heirs of those persons whose death occurs during the course of their employment with the Board of Education.

ARTICLE X

TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the school year, employees shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:

1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application for personal leave shall be made at least two (2) days before taking such leave, except in the case of emergencies, and the applicant for such leave shall not be required to state the reason for taking such leave other than that he/she is taking it under this section.

2. Unused personal days shall be added to accumulated sick leave at the end of each school year.

3. Time necessary for appearance in any legal proceeding which arises out of or in the course of the employee's employment, except for appearance involving the progression of an employee's workman's compensation claim, or to any legal proceeding if the employee is required by subpoena to attend and is not a party to a suit. If an employee is a party to a suit which does not arise out of or in the course of his employment, absence from school in that connection shall be without pay.

4. Up to three (3) days at any one time in the event of death of a member of the employee's immediate family. "Immediate family" shall be defined to be limited to the following: spouse, child, parent, brother, sister, mother-in-law and father-in-law. "Immediate family" shall also include any other member of the employee's family provided said member was permanently living within the employee's household at the time of his death.

5. Up to a maximum of three (3) days during the school year for serious illness of an employee's spouse, child or parent, as well as any other member of the employee's household. At the request of the principal, the employee

shall present a physician's certificate in connection with request for time off under this section.

6. Other leaves of absence with pay may be granted by the Board for good reason.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

A. 1. A tenured employee shall notify the superintendent of her pregnancy as soon as it is medically confirmed. Said employee may request a maternity leave without pay and said leave shall be granted in accordance with the statute and rules and regulations of the State Board of Education.

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

B. A leave of absence without pay of up to one year shall be granted to a tenured employee for the purpose of caring for a sick member of the employee's immediate family as defined in Article X.

C. Other leaves of absence without pay may be granted to tenured employees by the Board for good reason.

D. 1. An employee shall not receive increment credit for time spent on a leave granted pursuant to this Article.

2. All benefits to which an employee was entitled at the time leave of absence commences, including unused accumulated sick leave, shall be restored upon return to employment, and said employee shall be assigned to the same position which he/she held at the time said leave commenced, if available or, if not, to a substantially equivalent position as determined by the superintendent or board secretary.

E. All extensions or renewals of leaves shall be applied for in writing and if granted, permission shall be in writing.

ARTICLE XII

NEGOTIATION OF SUCCESSOR AGREEMENT

The Association agrees, providing it still represents the majority of the professional employees in the bargaining unit, to present all proposals regarding terms and conditions of

PLEASE REPLACE THE ATTACHED REVISED PAGE 10
IN YOUR KESA CONTRACT BOOKLET.

employment in connection with the successor agreement to the Board on or before the 15th day of October. The Board agrees that it shall present its counter-proposals and proposals on new contract terms no later than the last day of October.

ARTICLE XIII

INSURANCE PROTECTION

A. The Board shall pay the cost of the Medical/Surgical Major Medical Plans, the Prescription Plan (\$3.00 co-payment) and the Dental Plan with family benefits for the 1990-1991 and 1991-1992 contract year for all employees and where requested for family coverage.

B. The Administration of the above named coverage shall be controlled by the rules and regulations of such plans and the Board shall be in no way held responsible for the application of these rules and regulations.

ARTICLE XIV

DEDUCTIONS FROM SALARY

The Board agrees to deduct from the salaries of its employees dues for the New Jersey Education Association, or the National Education Association, or any one or any combination of such Associations as said employee individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under the rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Keyport Teachers Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. Employee authorizations shall be in writing.

ARTICLE XV

SAVINGS CLAUSE

Should any provision hereof, or the application of any such provision to any person or circumstance be rendered or declared invalid by reason of any existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, or by any order of any administrative agency, state or federal, the remainder of this Agreement, or the application of any such provision to such persons or circumstances other than these as to which it is held invalid, shall not be affected thereby.

ARTICLE XVI

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1990 and all of the foregoing terms shall remain in full force and effect until June 30, 1992.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first written above.

KEYPORT EDUCATIONAL SECRETARIES
ASSOCIATION

KEYPORT BOARD OF EDUCATION

By Sharon Mella 10/31/90
Its President Date

By [Signature] 11/7/90
Its President Date

By Patricia A. Stevens 10/24/90
Its Secretary Date

By [Signature] 11/7/90
Its Secretary Date

SECRETARIAL SALARY GUIDE

Years Completed	Salary 1990-91	Salary 1991-92
0	\$17,200	\$18,550
1	17,550	18,900
2	17,900	19,250
3	18,250	19,600
4	18,600	19,950
5	18,950	20,300
6	19,300	20,650
7	19,650	21,000
8	20,000	21,350
9	20,350	21,700
10	20,700	22,050
11	21,050	22,400
12	21,400	22,750
13	21,750	23,100
14	22,100	23,450
15	24,200	25,900

Ten month secretaries will be paid 5/6th of place on the twelve (12) month guide.

After completion of fifteen (15) years in the Keyport Public School system, secretarial personnel will receive \$300.00 above their place on the salary guide.

After completion of eighteen (18) years in the Keyport Public School system, secretarial personnel will receive \$600.00 above their place on the salary guide.

Date adopted: 10/24/90