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THIS BOOK DOES  
NOT CIRCULATE

20-11  
*Signed*

AGREEMENT

Between

THE BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD  
IN THE COUNTY OF UNION

And

SPRINGFIELD EDUCATIONAL SECRETARIES ASSOCIATION

1974-1977

**LIBRARY**  
Institute of Management and  
Labor Relations

JUN 29 1975

**RUTGERS UNIVERSITY**

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AGREEMENT

THIS AGREEMENT made this 21st day of April Nineteen Hundred  
and Seventy-five

BY AND BETWEEN

THE BOARD OF EDUCATION OF THE TOWNSHIP OF SPRINGFIELD,  
IN THE COUNTY OF UNION,

hereinafter sometimes referred to as the "Board"

AND

SPRINGFIELD EDUCATIONAL SECRETARIES ASSOCIATION,

hereinafter sometimes referred to as the "Association"

The provisions of this agreement will constitute a binding obligation of the parties for the duration hereof. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless so stated.

The Board of Education agrees not to discriminate against any Secretaries because of her membership in the Association and its affiliates or because of her participation in collective negotiations with the Board of Education or her institution of any grievance, complaint or proceeding under this Agreement, or in the formulation or the enforcement of Board policies.

ARTICLE II

RECOGNITION

A. Unit

In accordance with the provisions of the New Jersey Employer-Employee Relations Act, the Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for the following office personnel under 12-month contract, or on leave, employed or to be employed by the Board:

Elementary School Secretaries, Special Services Office Secretary, Library Secretaries, Bookkeeper, Assistant Secretary - Gaudineer and Superintendent's Office\*, Secretary to Principal - Gaudineer, Payroll Accountant, Assistant Superintendent's Secretary.

\*Inclusion or exclusion of assistant secretary in the Superintendent's office is dependent upon the decision of the Public Employees Relations Commission.

## ARTICLE III

### GRIEVANCE PROCEDURE

- A. It is agreed that an Advisory Arbitration Procedure shall become effective. In connection with this procedure, the parties hereto agree as follows:
1. Non-Tenure employees shall not be permitted to grieve their non re-employment.
  2. A grievance concerning the interpretation or application of the terms and procedures of this Agreement is subject to Advisory Arbitration.
  3. A grievance involving administrative decisions is subject to final decision by the Board.
  4. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) days of its known occurrence. Failure to do so shall be deemed to constitute an abandonment of the grievance.
- B. PROCEDURE
1. The employee shall first discuss his grievance orally with his immediate supervisor either directly or through the Association's designated representative with the objective of resolving the matter informally.
  2. If a satisfactory settlement is not reached at the informal level hereinabove set forth, or if no decision has been rendered within 5 school days after presentation of the grievance, the employee or his representative may present the grievance in writing within 5 school days after the determination made in Paragraph 1, to the Superintendent of Schools or Secretary of the Board. The written grievance shall set forth:
    - (a) The nature of the grievance and the remedy requested.
    - (b) The nature and extent of injury or loss.
    - (c) The basis of dissatisfaction with the prior determination.

3. A written decision shall be rendered within 10 school days after receipt of the written grievance.
4. If the grievance is not satisfactorily disposed of in the prior step or if no decision has been rendered within the time limit set forth, then the grievance may be referred by the individual or the Association to the Board of Education within 10 days of the completion of the proceedings in the preceding paragraph. The submission to the Board shall be in writing and shall include copies of all relevant documents previously considered in the grievance procedure together with a statement explaining the dissatisfaction with those decisions previously rendered. The Board shall, in writing, within 30 days, advise the Association and the employee of its determination and shall forward a copy thereof to the immediate superior of the aggrieved employee.
5. In the event the disposition made in the preceding step is deemed unsatisfactory and in the event the grievance does not involve an administrative decision which is excluded from the terms of advisory arbitration as hereinabove set forth, then, and in that event, either party may request the American Arbitration Association to process the grievance in accordance with its rules and regulations for the selection of an arbitrator. Such request must be made within 15 calendar days of the date of receipt of the Board's decision.
6. The arbitrator shall limit his determination to the issue submitted to him and shall rule on nothing else. His determination, advisory in nature, shall be limited strictly to the application or interpretation of the provisions of this written agreement and he shall be without power or authority to make any determination contrary to or inconsistent with the terms of this Agreement. The arbitrator may not alter, add to or omit from the provisions of this Agreement.
7. The Board, the aggrieved, and the Association shall be supplied with copies of the arbitrator's determination.
8. Each party will assume the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which shall be shared equally.

## ARTICLE IV

### ABSENTEE POLICY

All reference to days shall mean working days.

A day's salary for secretaries shall be defined as 1/300 of the annual salary, and in no instance where a deduction is made from a salary shall the deduction be greater than the regular wage of the individual for the day involved. It is agreed that since the working day during July and August is four hours, absence of a day during these months constitutes a full day's absence.

The provisions of each section of this policy operate independently of all other sections.

#### 1. Personal Illness

Sick leave with full pay during any school year shall be granted employees of the Board as follows:

- a. Employees with up to 3 uninterrupted years of service - 10 days  
Employees with more than 3 uninterrupted years of service - 20 days
- b. Each year any unused portion of the first ten days leave shall be cumulative without limit.
- c. Absences on sick leave shall be charged first to the annual allowance of any employee until it is fully utilized and thereafter to the accumulated credit.
- d. Absences on sick leave in excess of that provided under a and b shall be allowed, subject to deduction of salary paid a substitute filling the position, up to 20 days' time for each completed year of service by the employee on sick leave, and limited to 12 months in any current 10 year period for those persons who are suffering from an extended illness and are under the continuous care and treatment of an attending physician.
- e. Absence for illness in excess of 5 consecutive days must be certified by the attending physician. In the case of frequent or intermittent illness the Board or Superintendent will require the employee to submit a certificate of illness from the attending physician, or submit to an examination or examinations by the school physician.

#### 2. Illness in the Family

For absence due to serious illness of any relative living in the employee's immediate household or a mother or father, full pay for not more than 5 days in each school year shall be paid the employee.

3. Death

- a. Absences because of death in the employee's immediate household or the employee's spouse, children, parents, grandparents, brothers, and sisters, including father-in-law and mother-in-law, shall be allowed with full pay for a period not exceeding five days in each such case. (Not deductible from sick leave.)
- b. Absences due to death of any other family member will be permitted with full pay for the day of the funeral. (Not deductible from sick leave.)

4. Personal Business

An employee will be granted, if needed, two personal business days per year, which shall be with full pay, to accomplish legitimate business requirements that cannot be attended to on other than the normal work day. Her principal or immediate supervisor shall be notified three days in advance in writing without reason stated, unless an unforeseen emergency arises. When used for emergency purposes the reason shall be submitted.

5. Maternity Leave

- a. An employee of the Board of Education shall notify her supervisor or principal of her intent to take a maternity leave of absence, no later than 60 days prior to the date on which she intends to leave. Such notification will be accompanied by a written statement from the doctor indicating the expected birth date of the child. The leave of absence shall begin on the date stipulated by the employee, subject to her continued ability to perform all responsibilities as determined by her supervisor.
- b. At the time an employee applies for said leave, she shall also submit the anticipated date on which she may return to employment. Her date of return may be as soon as she feels competent to fulfill her responsibilities, or shall extend for one year following the birth of the child and as much longer as may be required to terminate on the next succeeding July 1, except that a non-tenured employee's leave may not extend beyond June 30 of the year in which the leave was granted. The Board of Education will grant such leave of absence without pay. In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may return to her position as soon as she is physically able.

6. Child Adoption

Any secretary adopting a child shall be eligible to receive leave similar to maternity leave. Any secretary planning adoption should notify the Superintendent upon submitting legal application for adoption.



7. Judicial Proceedings

Absences from school by reason of a subpoena by any court shall be allowed with full pay, providing a copy of the subpoena is shown to the Superintendent. If an employee is a party to a suit and is required to appear in court, absence from work shall be with pay less deductions for substitutes. (Not deductible from sick leave.)

8. Quarantine in Contagious Disease

When such quarantine is not because of personal illness, the employee shall be allowed full pay, providing the certificate is filed with the Superintendent. (Not deductible from sick leave.)

When the quarantine is because of personal illness Section I shall apply.

9. On the recommendation of the Superintendent, absence in excess of that referred to in Section 1 through 8 may be reviewed by the Board for special consideration, but there shall be no deviation from these rules except by vote of the Board of Education.

ARTICLE V

EMPLOYEE RIGHTS AND PRIVILEGES

- A. No employee shall be reduced in rank or compensation 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.
  
- B. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he 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 him and represent him during such meeting or interview.

## ARTICLE VI

### ASSOCIATION RIGHTS AND PRIVILEGES

1. Whenever a member of the Association or any secretary is mutually scheduled by the parties to participate during working hours in grievance proceedings, conferences, or meetings, she shall suffer no loss in pay.
2. Representatives of the Association shall be permitted to transact official Association business and/or conduct meetings on school property, provided, however, that the approval of the building principal is obtained in advance as to time and, further, provided that no such transactions, official business and/or meetings shall be permitted to interfere with or interrupt normal school operations or office responsibilities.
3. The Springfield Educational Secretaries Association shall have the privilege of using school facilities and equipment including typewriters, mimeograph machines, other duplicating equipment, calculating machines and audio-visual equipment at reasonable times, when such equipment and/or facilities are not otherwise in use. This privilege shall be subject to the prior approval of the appropriate supervisor or principal of the school in which the facilities and/or equipment is to be used. The Association shall provide all materials and supplies incident to such use. No piece of equipment as referred to above is to be removed from any school building. The Association shall be responsible for any damage resulting from the use of any equipment by the Association or its representatives.
4. The Association shall have the privilege of posting appropriate notices of its meetings, social affairs or Association business. Copies of all materials to be posted shall be furnished to the appropriate supervisor or building principal in advance of posting. The Association shall have the right to distribute material dealing with the proper and legitimate business of the Association.
5. The Association shall be responsible for acquainting its members with all provisions of the Agreement and shall be responsible for encouraging adherence to the provisions of this Agreement by its members. The Association shall be provided with the name, address, position and salary of each newly employed member of the bargaining unit within five days of the initial hiring.

ARTICLE VII

SALARY GUIDE FOR OFFICE PERSONNEL

CLASSIFICATION

I Elementary School Secretary, Special Services Office Secretary, Library Secretaries, Bookkeeper, Assistant Secretary - Gaudineer, and \*Assistant Secretary - Superintendent's Office

II Secretary to Principal - Gaudineer, Payroll Accountant

III Assistant Superintendent's Secretary

<u>Steps</u>	<u>1974-75</u>			<u>1975-76</u>			<u>1976-77</u>		
	I	II	III	I	II	III	I	II	III
0	5100	5700	5900	5400	6000	6200	5700	6300	6500
1	5400	6036	6248	5600	6200	6400	5900	6500	6700
2	5612	6248	6460	5900	6536	6748	6100	6700	6900
3	5824	6460	6672	6112	6748	6960	6400	7036	7248
4	6036	6672	6884	6324	6960	7172	6612	7248	7460
5	6248	6884	7096	6536	7172	7384	6824	7460	7672
6	6460	7096	7308	6748	7384	7596	7036	7672	7884
7	6672	7308	7520	6960	7596	7808	7248	7884	8096
8	6884	7520	7732	7172	7808	8020	7460	8096	8308
9	7096	7732	7944	7384	8020	8232	7672	8308	8520
10	7308	7944	8156	7596	8232	8444	7884	8520	8732
11	7573	8209	8421	7808	8444	8656	8096	8732	8944
12	7838	8474	8686	8073	8709	8921	8308	8944	9156
13	8103	8739	8951	8338	8974	9186	8573	9209	9421

\*See Page 2

ARTICLE VIII

INSURANCE PROTECTION

All persons represented by the Springfield Educational Secretaries Association will be provided the same coverage under the New Jersey State Public and School Employees Health Benefits Program as is now in existence.

ARTICLE IX

WORK YEAR

- A. All secretaries and office personnel are 12 month employees and are governed by the school calendar including all holidays and vacations therein as well as: snow days, work day preceding or following Fourth of July, Fourth of July, work day preceding Labor Day and Labor Day.

- B. Vacation Schedule - After one year of service, secretaries shall have four weeks summer vacation.

Any secretary or office personnel hired September 1 or after shall have two summer vacation days for each month of service during the school year.

Seniority rights prevail in vacation preference in each department or school office. Time exchanges are permissible through mutual agreement with immediate supervisor.

- C. The Assistant Superintendent's secretary shall have one-half day per month for ten months in lieu of additional time spent daily taking substitute calls at home.

ARTICLE X

DAILY WORK HOURS

- A. September 1 - June 30
  - 1. The work day shall consist of 8 hours including 60 minutes uninterrupted lunch hour, unless by mutual consent of immediate supervisor and employee.
  - 2. Daily work hours are 8 a.m. to 4 p.m. Exceptions for time of departure are one-half hour earlier the day before Thanksgiving, Christmas recess, Mid-winter vacation and Spring vacation, unless the school calendar calls for one-half day.
- B. July 1 - August 31
  - 1. The work day shall consist of 4 hours.
  - 2. Daily work hours are 8 a.m. to 12 noon.
- C. Coffee Breaks

One uninterrupted period of 10 minutes in the a.m.
- D. At no time will a secretary be expected to perform duties which, by law, require certified personnel.

ARTICLE XI

OVERTIME

Overtime: Defined as any time authorized by a supervisor spent at regular duties consistent with this Agreement, either before/after regular daily work hours; or any day other than provided in the work year.

1. All overtime after 35 hours per week exclusive of lunch hours will be paid the hourly rate. Anything over 40 hours per week will be paid one and one-half times the hourly rate.
2. The hourly rate shall be determined by dividing the annual salary by 1820, such number being arrived at on the basis of 35 hours per week for 52 weeks.



## ARTICLE XII

### EMPLOYMENT PROCEDURES

#### A. Placement on Salary Schedule

##### 1. Adjustment to salary schedule

Each employee shall be placed on his proper step of the salary schedule as of the beginning of the 1974-75 school year. Any employee employed prior to January 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.

#### B. Resignation

1. An employee who is resigning from her position shall give 30 days advance notice.
2. Earned vacation shall be paid according to the provisions of Article IX (Work Year).

#### C. Termination

1. A terminated employee shall receive 30 days notice or one month's pay in lieu of notice.
2. The employee shall have the privilege of making an appeal to the Superintendent or his designee, and of having a hearing before the Board of Education prior to termination.
3. Earned vacation shall be paid according to the provisions of Article IX (Work Year).

#### D. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year within two weeks following signing of the contract and in the case of a multiple year contract, no later than April 30.

ARTICLE XIII

CHANGE OF CLASSIFICATION OR POSITION

- A. Should a secretarial vacancy arise all secretaries shall be notified and given equal opportunity to apply for the position.
- B. When an employee changes classification the employee will not lose any years of service.
- C. Selection of the secretary to fill a vacancy will be at the sole discretion of the Board.

ARTICLE XIV

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

Consistent with Chapter 123, P.L. of N.J. 1974, the Board shall not affect any changes in Policy 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 of the year prior to the expiration of the agreement the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in good-faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

- C. Both parties agree to meet at reasonable times and to negotiate in good faith.

1. The Board and the Association agree that their respective representatives shall be given full authority to negotiate, but any agreement reached shall be subject to ratification by the respective bodies.

Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

- D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

E. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

- F. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees 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 or otherwise detract from any employee benefit existing prior to its effective date.
- G. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE XV

DURATION

This agreement shall be effective July 1, 1974 and shall continue in effect until June 30, 1977 when it shall expire unless an extension is agreed to by both parties and expressed in writing prior to that date.

EXECUTION

IN WITNESS WHEREOF, the parties hereto have hereunto caused these presents to be signed by their proper corporate officers the day and year first above-mentioned.

ATTEST:

BOARD OF EDUCATION OF THE TOWNSHIP  
OF SPRINGFIELD, COUNTY OF UNION

*Richard J. Rubin*  
Secretary

By: *August Capra*  
President

*Michael C. Hecht*  
Chairman  
of the  
Negotiation Committee

ATTEST:

SPRINGFIELD EDUCATIONAL SECRETARIES  
ASSOCIATION

*Katherine E. Lindenfeld*  
Secretary

By: *Mary H. Apgar*  
President

*Mary H. Apgar*  
Chairman  
of the  
Negotiation Committee