

XX

MEMORANDUM OF UNDERSTANDING
 BETWEEN
 THE TRENTON BOARD OF EDUCATION
 AND
 THE TRENTON EDUCATIONAL SECRETARIES ASSOCIATION

September 10, 1987

1. The contract between the parties dated July 1, 1984 to June 30, 1986 shall continue in full force and effect except as specifically modified herein.
2. Article 10, Section E, longevity shall be amended as follows - add -
 - 45 years - Additional \$600.00
 - 50 years - Additional \$600.00
3. Article 19, Section A, add:
 - "Secretaries shall be evaluated annually."
4. At appropriate paragraph, add:
 - "Grievances will be presented in writing on the appropriate form."
5. Article 10, C - the language of the paragraph is unclear and the parties shall agree on an appropriate clarification.
6. The duration of the new contract is July 1, 1986 through June 30, 1989.
7. Effective July 1, 1986, salary guides shall be improved by ~~\$161,285.00~~ in addition, a \$5,000.00 sum shall be provided by the Board to adjust guide inequities.

EXHIBIT I

X July 1, 1986 - June 30, 1989


8. Effective July 1, 1987:

- A. Salary guides shall be improved by \$172,546.00 and the minimum starting salary shall be \$10,000.00.
- B. The dental coverage provided will be changed to full family coverage.
- C. Secretaries retiring at age 55 or older with 25 years of service in the District shall be entitled to continue, at Board expense, individual coverage and New Jersey Blue Shield Medical Surgical Plan (1420 series) and individual coverage unlimited major medical with Provident Life and Accident Insurance Company.

9. Effective July 1, 1988, salary guides shall be improved by \$186,000.00.

10. The base salary figure for 1985-86 salaries has been agreed to be \$2,312,066.00.

11. This agreement is subject to ratification by the full Board and unit membership as well as to development of mutually agreeable salary guides.


Board Negotiator

Pat Vogt
President - TESA - 9/10/87
Barbara Bond
Secretary - TESA - 9/10/87

A G R E E M E N T

Between

THE TRENTON

EDUCATIONAL SECRETARIES

ASSOCIATION

and

THE TRENTON

BOARD OF EDUCATION

July 1, 1984

to

X June 30, 1986

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BOARD OF EDUCATION
TRENTON, NEW JERSEY

MEMORANDUM OF UNDERSTANDING
TRENTON EDUCATIONAL SECRETARIES
AND
TRENTON BOARD OF EDUCATION

THE PARTIES AGREE TO THE FOLLOWING MODIFICATIONS TO THE PREVIOUS COLLECTIVE BARGAINING AGREEMENT:

1. EMPLOYEES SHALL BE ENTITLED TO ONE ADDITIONAL SICK DAY IN EACH CONTRACT YEAR, THAT IS 1984-85 17 DAYS AND 1985-86 18 DAYS.

2. THE SUPERINTENDENT OR HIS DESIGNEE SHALL HEAR GRIEVANCES AT LEVEL II.

3. PROVISIONS REGARDING VACANCIES, PROMOTIONS, AND SUBSTITUTES SHALL REFLECT THE TERMS OF THE RECENT ARBITRATION SETTLEMENT.

4. WAGES:

A. USING THE 1983-84 SALARY GUIDES SEPARATE COLUMNS WILL BE CREATED FOR EMPLOYEES BASED ON COLLEGE CREDITS (AS WITH TEACHERS AND PARAPROFESSIONALS). THE DIFFERENTIAL BETWEEN COLUMNS WILL BE THE SAME AMOUNTS AS PRESENTLY PROVIDED IN ART. 10 OF THE 82-84 AGREEMENT, WHICH ARTICLE WILL BE DELETED TO REFLECT THIS CHANGE.

B. THE SALARIES ON THOSE NEWLY PREPARED GUIDES SHALL BE INCREASED AS FOLLOWS:

- 1984-85 6.8% INCLUSIVE OF INCREMENT.
- 1985-86 6.8% INCLUSIVE OF INCREMENT.

C. AN ADDITIONAL \$13,000.00 SHALL BE PROVIDED TO BE APPLIED TO GUIDES TO ELIMINATE INEQUITIES CAUSED BY CURRENT INCREMENT PATTERNS.

D. SUBJECT TO PREPARATION OF GUIDES ACCEPTABLE TO BOTH PARTIES AND TO RATIFICATION BY MEMBERS AND THE BOARD.

August 29, 1985

[Signature]
FOR THE BOARD

[Signature]

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PREAMBLE

This Agreement is made and entered into on this first day of July, 1984 to June 30, 1986, by and between the TRENTON BOARD OF EDUCATION (Hereinafter referred to as the "Board") and the TRENTON EDUCATIONAL SECRETARIES ASSOCIATION (Hereinafter referred to as the "Association").

ARTICLE 1
RECOGNITION

A. The Board hereby recognizes the Association as the sole and exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all personnel regularly employed under contract, or on leave from the Board, but excluding:

Trenton Administrators and Supervisors

Trenton Education Association

Attendance Officers

Security Officers

Executive Secretarial Unit

Business and Technical Unit

Cafeteria

Para-Professional Unit

Mechanics and Laborers

Custodian Unit

B. This Agreement is negotiated in order to establish the terms and conditions of employment for all contractual employees represented by this unit.

C. The provisions of this Agreement will constitute a binding obligation of the parties for the duration or until changed by mutual consent in writing. Any previously

adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superceded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules, or regulations of the parties will operate retroactively unless expressly so stated.

4. Unless otherwise indicated, the term "employee" and "secretary" when used hereinafter in this Agreement shall refer specifically to those employees identified in the negotiating unit defined herein.

5. References to female employees shall also apply to male employees.

ARTICLE 2

MODIFICATION OF AGREEMENT
AND NEGOTIATION OF
SUCCESSOR AGREEMENT

A. Before the Board adopts a change in policy which affects terms and conditions of employment, the Board will notify the Association in writing that it is considering such a change. The Association shall have the right to negotiate with the Board for a mutually acceptable change in said policy. Consistent with N.J.S.A. 34:13A-1 et seq., as amended, the Board shall not affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

B. The Board agrees to negotiate with the Association over a Successor Agreement in accordance with N.J.S.A. 34:13A-1 et seq., as amended, the procedure set forth herein in a good-faith effort on both sides to reach continuing agreement on salaries and conditions of employment. 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. During the negotiations the party making the proposals shall submit such proposals in writing to the other party. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree in writing to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. 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 conference, meetings, or in negotiations respecting the collective bargaining Agreement, they will suffer no loss of pay nor any recrimination.

E. The Board agrees not to negotiate concerning said employees' in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.

F. It is agreed that the cost of professionally printing this Agreement shall be borne by the Board of Education and the Association equally. The Association shall be responsible for the final contract draft prior to printing.

G. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. 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, except by mutual agreement.

ARTICLE 3

GRIEVANCE PROCEDURE

A. A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees.

B. Procedures for Adjusting Complaints and Grievances— Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

If the written grievance is not filed within thirty (30) working days after the secretary knew or should have known of the act or condition on which the grievance is based, then the grievance shall be waived. A dispute as to whether a grievance has been waived under this paragraph shall be subject to arbitration pursuant to Step Four.

STEP 1

The employee shall first discuss her complaint orally with her immediate supervisor, either alone or accompanied by an Association representative, with the objective of

resolving the matter informally. In the event the complaint is not resolved informally, the employee shall present the grievance, in writing, to the supervisor, but not more than five (5) working days after the grievance meeting. The Supervisor must notify grievant of his decision within five (5) working days.

STEP 2

The Association and/or the employee may appeal the decision of the Supervisor to the Superintendent or his designee, within seven (7) working days after receiving the decision of the immediate Supervisor. The Superintendent or his designee, e.g., the Director "C" Field Services, shall hold a hearing within seven (7) working days and subsequently issue a decision in writing with supportive rationale not later than five (5) working days after the hearing to the aggrieved employee and the Association.

STEP 3

The Association may appeal the decision of the Superintendent, or his designee, within five (5) working days after the receipt of the decision to the Board. A hearing shall be held by the Board within fifteen (15) working days after receipt of the appeal. The appeal shall

be in writing and accompanied by a copy of the decision of the Assistant Superintendent for Personnel/Support Services, or his designee.

STEP 4

If the Board has failed to render a decision within fifteen (15) working days from the date of the hearing, or the written decision is unacceptable to the aggrieved party, the grievance may be submitted to arbitration. The decision of the arbitrator shall be final and binding upon the parties and the arbitrator shall be selected from the American Arbitration Association and adhere to their rules and procedures. The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from this Agreement.

MISCELLANEOUS PROVISIONS

A. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the Association to proceed to the next step of this procedure.

B. If a grievance arises from an action of authority higher than the immediate supervisor, the Association may present the grievance at Step 2 of this procedure without Step 1 thereof.

C. No reprisals of any kind shall be taken by the Board or by any members of the Administrative Staff against any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.

D. Any party in interest may be represented at any or all stages of the grievance procedure by himself, or, at his option, by a representative selected by the Association. When a party 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.

E. When any new evidence is submitted at a later step by either party the grievant may be required to return to Step 1.

F. The cost of arbitration shall be borne equally by both parties.

G. When a grievance is resolved the resolution of the grievance shall include the department or administrator responsible for implementation of relief granted.

ARTICLE 4

EMPLOYEE RIGHTS

A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby agrees that every employee of the Board 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/or 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 N.J.S.A. 34:13A-1 et seq. 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 any grievance, complaint or proceedings 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.

C. No employee shall be disciplined, reduced in rank or compensation, without just cause. No grievance on this section shall be submitted to arbitration unless expressly permitted by law. Any such action asserted by the Board, or any agent or representative thereof, shall not be made in 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 employee be subject to the grievance procedure up to Step 3 of the grievance procedure. Any criticism of a secretary will be done privately in a confidential manner.

D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

E. Employees covered by this Agreement shall be notified in writing of their contract status for the ensuing year no later than April 30.

ARTICLE 5
ASSOCIATION RIGHTS AND
PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests, from time to time, available public information concerning the district.

B. Use of School Buildings - Representatives of the association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school operations.

C. The Association and its representatives shall have the right to use school and Administration Building facilities and equipment, including typewriters, mimeographing machines, photocopies, other duplicating equipment, calculating machines, etc. and various types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of supplies incident in such use.

D. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building

principal or other members of the administration. Courtesy copies of all notices shall be forwarded to the Director of Personnel.

E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization.

F. An agency fee provision with the usual "safeguards" in accordance with N.J.S.A. 34:13A-5.5 et seq., shall be instituted at the 85% fee arrangement.

ARTICLE 6

MANAGEMENT FUNCTIONS

Subject to the provisions of this Agreement, the Board of Education reserves all rights and functions vested in it pursuant to applicable laws and regulations and such other functions as normally and customarily exercised by the Board of Education in the management of the affairs of the school district.

ARTICLE 7
PROTECTION OF EMPLOYEES AND
PROPERTY

A. Employees shall not be required to work under unsafe or hazardous conditions nor to perform tasks which endanger their health, safety, or well-being.

B. Employees shall not be required to perform first-aid/medical duties except in emergencies.

C. Secretaries shall not be required to perform tasks inconsistent with their general job description.

D. The Board shall reimburse employees for the reasonable cost of any clothing or other personal property damaged, stolen, or destroyed as a result of an assault while the employees are discharging their duties within the scope of their employment. The Board shall not be responsible for any personal property loss which results from employee negligence.

E. Employees shall not be required to work in buildings without the presence of a supervisor, security guard, or custodian. Should such situation arise, employees shall prior, to departure, give notice to the Personnel Office citing Article 7, Sec. E. Such notice may not necessarily terminate the work day.

F. Sufficient security shall be provided in the parking lot of the Administration Building during departure time.

G. Secretaries shall not be required to discipline pupils sent to the office by teachers or administrators except in emergency cases. Nor shall secretaries be required to supervise or in any way assume responsibility for such pupils.

ARTICLE 8

SENIORITY AND JOB SECURITY

A. In the event of any Reduction in Force (RIF), district-wide seniority (the Board appointment date of employment on a permanent basis) shall apply. The Board shall retain the right to reduce the number of secretarial and clerical positions when done for just cause.

B. Any such reduction as above defined, shall only be accomplished in accordance with the following procedure: The employee/s affected by such a reduction shall have seniority rights over the most junior employee within her current category of employment (as listed in the salary guide), and those employee/s thus affected shall retain the same rights in replacing the most junior employee/s in their categories before reverting to the next lower category to exercise seniority rights, but in no case shall an affected employee/s reduction be any more than one (1) salary column at a time as established on the salary guide.

C. All affected employee/s shall retain their current salary until such time as their current salary appears within \$50.00 of the next highest step of the new column.

ARTICLE 9

SALARY

A. All employees in the unit shall be on their proper step and paid according to the salary guide as published in the appropriate schedule.

B. For new employees, the salary guide shall be implemented immediately. Years of experience as a secretary in the Trenton Schools shall be given full years of experience on guide. Secretaries returning to the Trenton Public Schools shall be given full credit for each years previous experience in the Trenton Public Schools as a secretary. (This provision shall be retroactive for all secretaries currently employed by the Board of Education.)

C. Pay checks covering all employees included in this Agreement, with the exception of the Administration Building employees, shall be delivered to school offices.

D. When a pay day falls on school holidays or vacation days, all employees covered by this Agreement shall receive their pay checks on the last previous working day.

E. The "first day of a school year" shall herein mean July 1 or the first working day immediately following.

F. All employees of the Association shall be reimbursed for approved use of their personal vehicle on Board related business at the rate per mile consistent with Board policy.

G. The Board agrees to deduct from the salaries of its employees dues for any one or combination of Association as said employees individually and voluntarily authorize the Board to deduct.

ARTICLE 10

SUPER-MAXIMUM AND LONGEVITY

A. All secretaries who have earned 30, 60 & 90 credits shall be placed on the appropriate step of the salary guide. Credits must be in approved work-related areas.

B. The Board shall pay a reimbursement of up to \$250 per year of tuition costs upon satisfactory completion of approved work-related courses.

C. Longevity - Experience in the Trenton Public School System. This would apply only to those secretaries who attain their anniversary dates on or after July 1, 1979 and should not apply to those who attained their anniversary date prior to July 1, 1979. All unit employees who were employed prior to July 1, 1976 are entitled to outside credit experience.

20 years - additional \$600.00

25 years - additional \$600.00

30 years - additional \$600.00

35 years - additional \$600.00

40 years - additional \$600.00

ARTICLE 11

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Employees desiring a change in employment shall make their request in writing to the Assistant Superintendent for Personnel/Support Services.

B. These requests shall be acknowledged in writing by the Board of Education within a reasonable amount of time and shall be granted if a vacancy exists, if the Board of Education, in its sole discretion, elects to fill the position.

C. If there are no vacancies at that time, the applicant's request for transfer shall be kept active until such written notice of withdrawal is received by the Assistant Superintendent for Personnel/Support Services. A request shall be considered void at the end of each school year.

ARTICLE 12

INVOLUNTARY TRANSFERS AND

REASSIGNMENTS

A. Involuntary transfers will be made only when necessary and only when the following procedure is strictly adhered to:

1. Notice of an involuntary transfer or reassignment shall be given to secretaries as soon as practicable, but in no event less than ten (10) calendar days prior to the formal action by the Board.

2. An involuntary transfer or reassignment shall be made only after a meeting between the secretary involved and the Director of Personnel at which time the secretary will be notified of the reasons thereof in writing.

3. In the event that a secretary objects to the transfer or reassignment, at this meeting, upon the request of the secretary, the Association will be notified and the Superintendent or his designee will meet with the Association's representative to discuss the matter before the transfer or reassignment is effected. Representation shall be provided consistent with the provisions of the grievance procedure. This meeting shall not, however, delay the effective date of the transfer.

4. A list of open positions in the school system will be made available to all secretaries being involuntarily transferred or reassigned upon request.

ARTICLE 13
LEAVE POLICIES

A. SICK LEAVE

Effective July 1, 1984, secretaries shall be allowed seventeen (17) days for leave because of personal illness. Effective July 1, 1985, secretaries shall be allowed eighteen (18) days for leave for personal illness.

B. ACCUMULATED DAYS

The unused portion of such leave, as indicated in Section A above, at the end of any year shall be cumulative.

C. ADDITIONAL SICK LEAVE

Only when a secretary has exhausted his/her accumulated sick leave shall additional, non-accumulated sick leave benefits be considered by the Board on a case by case basis, pursuant to a written request. If additional sick leave time is granted by the Board, the rate of pay for each additional day shall be less the pay for a substitute. If no substitute is employed, no deduction shall be made.

TESA

P. B. -

7/11/1954

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D. Employees returning to the T System should be entitled to previously leave.

E. ILLNESS IN IMMEDIATE FAMILY

Up to a total of three (3) days allowed for illness in the immediate fa

Immediate family shall mean spouse, child, parent, brother, sister or other relative living in the same household.

F. DEATH IN FAMILY

Employees shall be allowed five (5) days without loss of pay at the time of death for immediate family which shall mean spouse, child, parent, brother or sister, grandparents, mother-in-law, father-in-law and any other relative living in the same household.

G. DEATH OF OTHERS

With the approval of the Superintendent of Schools, an employee shall be allowed an absence with no loss of pay for the death of others

H. PERSONAL BUSINESS OF RELIGIOUS HOLIDAYS

Four (4) personal business days shall be allowed for either personal business or religious holidays.

I. MARRIAGE OF EMPLOYEE OR IN IMMEDIATE FAMILY

One (1) day shall be allowed with no loss of pay.

J. OTHER EMERGENCY OR URGENT REASONS

With the approval of the Superintendent of Schools, absence for other emergencies or urgent reasons may be allowed.

K. COURT ORDER

Absence for reason of subpoena shall result in no deduction from salary provided the subpoena is filed with the Secretary-Business Administrator, except where the employee is a party to the suit in which case full deduction shall be made.

L. JURY DUTY

Employees subpoenaed for jury duty shall receive full pay less fee received for such services.

M. INTER-SCHOOL VISITATIONS, CONFERENCES, CONVENTIONS

With the approval of the Superintendent of Schools with no loss of pay.

N. MATERNITY LEAVE

Any female employee shall, upon request, be granted a leave of absence without pay for maternity purposes or the adoption of a child for a period of not more than two (2) years.

Any pregnant employee shall be entitled to continue working as long as she is physically able to do so, and to return to her duties when physically able. At the beginning of the seventh (7th) month of pregnancy, the employee's personal physician shall issue a certificate stating that the employee is physically able to continue her duties. Concurrence of the personal physician and the school medical director may be required by the Board to establish the initial date of the maternity leave.

Any employee adopting an infant child may receive similar leave which shall commence upon receiving de facto custody of said infant.

The employee requesting such leave as stated above shall indicate a tentative return to work date on a leave request form provided, and re-confirmation of such return to work date shall occur at least thirty (30) days prior to such return.

O. CARING FOR SICK MEMBER OF IMMEDIATE FAMILY

A leave of absence, without pay, of up to one (1) year may be granted to tenured employees for the purpose of caring for a sick member of the employee's family, consistent with established Board policy, after the employee has submitted proof satisfactory to the Superintendent that such leave is necessary.

P. RETURN FROM LEAVES

Employees returning after an authorized leave of absence shall be offered the same or similar position that they held at the time said leave was commenced.

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave shall be restored to him upon his return from leave.

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

Q. RETIREMENT BENEFIT

Any employee with fifteen (15) years or more of service in the Trenton School District shall receive 1/240 of the employees base salary for each three (3) days of unused accumulated sick leave upon the employee's retirement.

ARTICLE 14

VACATIONS AND HOLIDAYS

A. Vacations may be taken during any time of the year at times approved by the immediate supervisor.

B. The number of annual vacation days allowed to secretaries shall be based on the total number of years of employment with the Trenton Public School System. However, leave time granted by the Board of Education shall not be calculated in years of employment for vacation purposes.

C. Annual vacation allowances for secretaries shall be made according to the following schedule:

The first to the 11th month - 1 day per month of service.

1 year to 5 years - 12 days

5 years to 15 years - 15 days

15 years to 25 years - 20 days

25 years and over - 25 days

D. Secretaries attaining their years of service during the months of July or August shall be eligible for vacation days that year.

E. In any calendar year, where the vacation or any part thereof is not granted by reason of pressure of business,

such vacation periods or parts thereof not granted shall accumulate and shall be granted during the school year as mutually agreed by the secretary and immediate supervisor, but not beyond the next succeeding school year.

F. Vacation allowance shall be granted to secretaries returning from unpaid leave in proportion to the amount of service rendered in that school year.

G. All vacation earned and all such time accumulated shall be granted to all secretaries upon retirement or termination prior to the end of the school year. Full vacation allowances shall be granted to those secretaries whose retirement becomes effective after February 1 of any school year.

H. Each employee shall be entitled to the specified holidays outlined on the approved school calendar.

I. If a holiday falls during an employee's vacation period, the employee shall be entitled to an extra vacation day.

ARTICLE 15

MEDICAL BENEFITS

1. Individual and Family coverage under the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical Surgical Plan, Rider J and Medi-Group (750 Series). Effective January 1, 1983, coverage under the New Jersey Blue Shield Medical Surgical Plan shall be upgraded to the 1420 Series.

2. Unlimited major medical coverage with Provident Life and Accident Insurance Company, Family with dependent coverage to age 25. This program will cover 100% of the eligible major medical expenses for the balance of a calendar year when out-of-pocket expenses in the 20% co-insurance and \$100.00 deductible equal \$500.00 per individual or \$1,000.00 per family.

3. Individual coverage for employees under the New Jersey Dental Service Plan, Inc. (50-100 plan).

4. Any employee who retires shall be allowed to remain as part of the group plans provided by the Trenton Board of Education. That retiree shall be responsible for individual payments at the group rates.

5. The Board will assume administrative costs for a payroll deduction dental program, if such is requested by.

the Association.

6. Blue Cross/Blue Shield Drug Prescription - \$1.00

Co-pay with contraceptives - Family Plan up to age 25.

ARTICLE 16

VACANCIES AND NEW POSITIONS

A. Notice of all vacancies and locations of all positions, including new positions, shall be posted in each school and office building no later than thirty (30) days following the formal notice of the Board action that created such vacancy.

1. Secretaries who apply for a vacancy shall receive in writing from the Personnel Office proper acknowledgement of their application/request within ten (10) days.

2. The Association must be notified in writing of all transfers, etc.

3. All vacancies shall be posted for a minimum of ten (10) days.

B. The Association will be notified of the identity of the person selected for the position within sixty (60) calendar days of the last day for the filing of applications or if the position has not been filled within that period, of the reason for the delay.

C. When a vacancy is filled from within the district, the appointee shall be notified no later than 10 days after the action has been taken by the Board.

D. All positions when vacated shall be advertised at the current job classification.

E. Every in-house secretary who applies for a position must be screened.

ARTICLE 17

SUBSTITUTES

A. When a secretarial position has been filled by a temporary or substitute secretary for a period of 90 consecutive working days, the position shall be deemed vacant and filled by regular appointment as set forth in paragraph 16, unless the position is eliminated by Board action. The purpose of this paragraph is to limit the use of temporary or substitute secretaries to periods less than 90 days.

B. Should a secretary be asked to assume the responsibilities of a higher level secretary for more than twenty (20) working days, the Board shall pay him/her at a rate which includes a prorated promotional increment from the initial date through the date on which she/he is relieved.

ARTICLE 18

DAILY WORKING HOURS

A. The regular work day for secretaries shall consist of a 7 hour work day year-round exclusive of a duty free lunch.

B. Secretaries employed in the Administration Building and School Buildings will begin work at 8:00 a.m.

C. All work time over the regular 7 hour work day shall be compensated at time and one-half.

ARTICLE 19

EVALUATION PROCEDURE

A. Secretarial evaluations shall be written by immediate supervisor. No secretary shall be evaluated by another secretary.

B. A secretary shall be given a copy of any evaluation report prepared by his/her evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office, placed in the secretary's file or otherwise acted upon without prior conference with the secretary.

C. A secretary shall have the right, upon request, to review the contents of his/her personnel file located in the Office of Personnel and to receive copies at Board expense of any documents contained therein. A secretary shall have the right to have a representative of the Association accompany him/her during such review.

D. No material derogatory to a secretary's conduct, service, character, or personality shall be placed in his/her personnel file unless the secretary has had an opportunity to review the material and receive a copy. The secretary shall acknowledge that he/she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof.

The secretary shall also have the right to submit a written answer to such material. Said answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

E. The Board agrees to protect the confidentialities of personal references, academic credentials and other similar documents and shall not establish any separate file which is not available for the employees inspection.

F. Prior to any annual written evaluation, the immediate supervisor of a non-tenure secretary shall have a conference with said secretary, from time to time, regarding his/her performance as a secretary.

ARTICLE 20

JOB EVALUATION COMMITTEE

A. This "Committee" shall consist of seven (7) members. Three (3) secretarial/clerical employees appointed by the Association, three (3) administrators appointed by the Superintendent of Schools and one (1) Board of Education member appointed by the President of the Trenton Board of Education.

B. The purpose of the Committee shall be:

1. Review job descriptions mutually developed between each secretary and her immediate supervisor.
2. Advise the Board on the increased need for secretarial positions and/or reclassification of existing positions. The committee shall report its findings by May 1 of each year.

ARTICLE 21

PROMOTIONS

A. A promotion shall be defined as taking place when an individual applies, and is selected for, a position which is rated higher than the one they held prior to such application. When promoted a secretary shall receive a promotional increment of not less than \$500.00 and shall move to the appropriate salary guide and the next highest dollar step.

B. Continuation in the same position, absent reclassification shall not result in a promotion.

ARTICLE 22

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1984 and shall continue in effect until June 30, 1986, subject to the Association's right to negotiate in accordance with N.J.S.A. 34-13A-1 et seq., under procedures defined in Article 2 and subject to the Association's right to negotiate a successor Agreement as provided in Article 2. This Agreement shall not be extended orally.

B. This Agreement incorporates all of the understandings of both parties and may not be modified subject to Article 2.

C. In witness whereof the parties hereto have caused this Agreement to be duly signed by their respective presidents and attested by their respective vice-presidents.

BOARD OF EDUCATION OF
THE CITY OF TRENTON

TRENTON EDUCATIONAL SECRETARIES
ASSOCIATION

PRESIDENT
Date:

PRESIDENT
Date:

Attest:

Attest:

ASSISTANT SECRETARY
Date:

ASSISTANT SECRETARY
Date: