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COLLECTIVE NEGOTIATIONS AGREEMENT

BY AND BETWEEN

THE MOUNT LAUREL BOARD OF EDUCATION

AND

THE MOUNT LAUREL EDUCATIONAL SECRETARIES ASSOCIATION

FOR THE PERIOD

JULY 1, 1980 TO JUNE 30, 1982

PREAMBLE

This Agreement is entered into this day of July 1, 1980, by and between the Mount Laurel Board of Education, hereinafter referred to as the "Board," and the Mount Laurel Educational Secretaries Association, hereinafter referred to as the "Association."

ARTICLE I
RECOGNITION

A. Pursuant to the New Jersey Public Employer-Employee Relations Act of 1968 as amended, the Board hereby recognizes the Mount Laurel Educational Secretaries Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all school district secretarial and clerical personnel, excluding:

1. Secretary to the Superintendent
2. Secretary to the Assistant Superintendent
3. Assistant to the Board Secretary
4. Secretary/Bookkeeper to Business Administrator/Board Secretary

B. Unless otherwise indicated, the term "secretaries" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

A. Negotiations shall commence at a time and place as may be agreed upon by the parties. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by each of the parties.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals.

C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

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 initiated by the Board of Education respecting the collective bargaining agreement, they will suffer no loss in pay.

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

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" shall mean a complaint alleging a specific section of the agreement has been violated, misinterpreted or inequitably applied, or an unfair or inequitable imposition of a practice governing or affecting employees.

2. Aggrieved Person

An "aggrieved person" is the person or a group of persons making the claim.

3. Party in interest

A "party in interest" is the "aggrieved person" making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting secretaries. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any secretary having a grievance to discuss the matter informally with any appropriate member of the administration.

C. Procedure

1. Time limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Every effort shall be made to respond to a grievance within the applicable time limits. The failure to answer a grievance within the applicable time limit specified herein shall entitle the grievant to proceed to the next level.

2. Year-End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Principal or Immediate Superior

- a. A secretary with a complaint shall first discuss it with her/his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. If the secretary is not satisfied with the disposition of the complaint after the informal discussion(s), he/she may then resubmit the complaint as a grievance in writing specifying details at Level One.
- b. No complaint shall be brought to Level One if thirty(30) school days have lapsed since the alleged complaint occurred.

4. Level Two - Superintendent

If the secretary is not satisfied with the disposition or his/her grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he/she may submit the grievance and the action taken at Level One in writing to the Superintendent with a copy to the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner.

5. Level Three - Board of Education

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the superintendent, he/she may submit the grievance and the action taken at Level Two in writing to the Board of Education with a copy to the Association within five (5) school days after the decision at Level Two or ten (10) school days

after the grievance was delivered to the Superintendent, whichever is sooner.

- b. The Board or a committee thereof shall meet with the grievant, the Association and Superintendent
- c. The Board shall send a written decision on the disposition of the grievance to the grievant and to the Association.

D. Rights of Secretaries to Representation

1. Secretary and Association

Any aggrieved person may be represented at all stages of the grievance procedure by herself/himself, or, at his/her option, by a representative selected or approved by the Association. If a secretary is to be accompanied or represented by a third party, the secretary shall notify the person with whom he/she is to meet at least one day in advance. When a secretary is not represented by the Association, the Association shall have the right to be present at all meetings after the grievance has been filed in writing at Level Two or Level Three.

2. Reprisals

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

E. Miscellaneous

1. Group Grievances

If, in the judgment of the Association, a grievance affects a group or class of secretaries, the Association may submit in the name of the aggrieved person or persons such grievance in writing to the Superintendent directly. Copies of the grievance shall be submitted to principal(s)/superiors affected.

2. Written Decisions

After a grievance has been submitted in writing at Level One, all decisions rendered at Levels One, Two, and Three of the grievance procedure shall be in writing setting forth the decision and the

reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.

3. Separate Grievance File

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 any of the participants.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

6. Following Directives

All secretaries, including the grievant, shall be required to continue to follow all directives of the Superintendent or his representatives regardless of the pendency of any grievance, until such grievance is properly determined.

ARTICLE IV

SECRETARY RIGHTS

A. Pursuant to the New Jersey Public Employer-Employee Relations Act of 1968 as amended, the Board shall not discriminate against any secretary for participation in the Association or its affiliates.

B. The Association shall be granted use of school buildings and equipment at reasonable times with approval of Superintendent.

C. Whenever any secretary is required to appear for a formal hearing before the Superintendent, the Board, or any committee or member thereof, concerning termination or discipline, he/she shall be given written notice of such meeting or interview. He/she may be accompanied by a representative of the Association.

ARTICLE V
HOURS OF WORK

A. All 10 and 12 month secretaries shall work eight hours per day including a 60 minute lunch hour. The schedule for lunch shall be mutually agreed between employee and immediate supervisor.

B. Overtime is defined to mean any time spent at one's regular or assigned duties either before or after regular daily work hours or on days other than those in the regular work week or regular year. Overtime work shall be voluntary and based upon mutual agreement of the employee and the immediate supervisor. Overtime will be paid at the rate of 1-1/2 times regular hourly pay, and will commence after 41 hours.

C. When schools are closed due to inclement weather or because of emergency, secretarial personnel will not ordinarily report for work. The Superintendent may, if he feels conditions warrant it, require that secretaries report for work.

ARTICLE VI
SALARIES

The salary of each secretary in the bargaining unit shall be computed in accordance with Appendix "A" for 1980-81, and Appendix "B" for 1981-82, each of which is attached hereto and made a part hereof.

ARTICLE VII
HOLIDAYS AND LEAVES OF ABSENCE

A. The secretaries' holiday schedule for the 1980-81 - 1981-82 school years shall be in accordance with school calendar as adopted by the Board.

B. Sick Leave - All 12 month secretaries shall be entitled to 12 days of paid sick leave in each work year, and all 10 month secretaries shall be entitled to 10 days of paid sick leave in each work year. Days shall be accumulative, and notification shall be given yearly as to total amount.

C. Personal Days - Each secretary shall be entitled to three (3) days leave of absence for personal legal business, household or family matters which require absence during school hours. Application to the secretary's principal or other immediate superior for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies) and the applicant for such leave may be required to state the reason for taking such leave.

D. Bereavement - Each secretary shall be entitled to up to three (3) days at any one time in the event of death of a secretary's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparents, and any other member of the immediate household. Secretaries shall be granted up to one (1) day in the event of death of a friend or relative outside the immediate family as defined above. Such leave shall be with no loss of pay.

ARTICLE VIII
VACATIONS

All 12 month secretaries shall be entitled to vacations with pay according to the schedule as follows:

- Schedule: 2 weeks - after one full year of employment
(prorated for employees who have not
completed one full year of employment
by June 30th)
- 3 weeks - after 8 full years of employment
- 4 weeks - after 20 full years of employment

ARTICLE IX
HEALTH CARE INSURANCE

The Board will provide during the term of this agreement as part of its health care insurance package, surgical benefit payments at the prevailing fee with no deductible and a \$300 supplementary accident benefit with first dollar benefits for emergency accidents. All other provisions of the health insurance program will continue in effect.

ARTICLE X
MISCELLANEOUS PROVISIONS

A. Separability - If any provision of this Agreement or any application of this Agreement is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

B. Copies of this Agreement shall be given to all Association members by the Board within thirty (30) days after the signing of this Agreement. The Agreement shall be presented to all secretaries now employed, or hereafter employed.

ARTICLE XI
DURATION OF AGREEMENT

A. It is agreed between the parties that this contract shall be effective for the period July 1, 1980, through June 30, 1982. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless it is extended in writing and duly executed by both parties.

B. In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon.

BOARD OF EDUCATION, MOUNT LAUREL:

PRESIDENT:

Robert E. Keane

SECRETARY:

Frank E. Hilde

DATE:

12/7/80

MOUNT LAUREL EDUCATIONAL SECRETARIES
ASSOCIATION

PRESIDENT:

Mary Ann Girvan

SECRETARY:

Doris Allen

DATE:

11-19-80

MOUNT LAUREL TOWNSHIP SCHOOLS
MOUNT LAUREL, N. J.

SALARY GUIDE

1980-81 & 1981-82

SECRETARY (12 MONTH) - (M.L.E.S.A.)

<u>1980-81</u>		<u>1981-82</u>	
<u>STEP</u>		<u>STEP</u>	
1	\$ 7,382	1	\$ 7,876
2	7,582	2	8,076
3	7,877	3	8,295
4	8,226	4	8,617
5	8,580	5	8,999
6	8,945	6	9,387
7	9,299	7	9,786
8	9,665	8	10,173
9	10,019	9	10,574
10	10,379	10	10,961
11	10,738	11	11,355
12	11,093	12	11,747
13	11,458	13	12,136
14	11,823	14	12,535
15	12,139	15	12,934
		16	13,280

MOUNT LAUREL TOWNSHIP SCHOOLS
MOUNT LAUREL, N. J.

SALARY GUIDE

1980-81 & 1981-82

SECRETARY (10 MONTH) - (M.L.E.S.A.)

<u>1980-81</u>		<u>1981-82</u>	
<u>STEP</u>		<u>STEP</u>	
1	\$ 5,605	1	\$ 5,932
2	5,805	2	6,132
3	6,100	3	6,351
4	6,394	4	6,673
5	6,748	5	6,995
6	7,092	6	7,382
7	7,419	7	7,759
8	7,822	8	8,116
9	8,155	9	8,557
10	8,476	10	8,922
11	8,847	11	9,273
12	9,212	12	9,619
13	9,577	13	10,078
14	10,302	14	10,477
15	10,749	15	11,270
		16	11,759