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**THIS DOES NOT
CIRCULATE**

A G R E E M E N T

between

FREEHOLD TOWNSHIP BOARD OF EDUCATION

and

FREEHOLD TOWNSHIP EDUCATIONAL SECRETARIES' ASSOCIATION

Monmouth

July 1, 1978 through June 30, 1980

LIBRARY
Institute of Management and
Labor Relations

1980

RUTGERS UNIVERSITY

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PREAMBLE

This Agreement entered into this 27th day of June, 1978 by and between the Board of Education of the Freehold Township School District, Monmouth County, New Jersey, hereinafter called the "Board" and the Freehold Township Educational Secretaries' Association, hereinafter called the "Association".

W I T N E S S E T H:

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association, as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement,

In consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE IVEMPLOYEE RIGHTS

A. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause in conformance with Board policy and the provisions of this Agreement. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure to the extent herein set forth.

B. Whenever any tenure employee is required to appear before the Superintendent, Board, or any committee concerning termination of employment or salary, then he/she shall be given prior written notice of the reasons for such meeting or interview. The first meeting with the Superintendent shall be alone. The employee shall, at his/her option, be entitled to have a representative of the Association present to advise him/her and to represent him/her at all subsequent meetings including instances when the employee is required to appear before the Board.

C. There shall be no discrimination, interference, restraint, or coercion by the Board or any of its agents or representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association and shall not solicit membership in the Association or payment of dues during normal school hours.

ARTICLE VBOARD RIGHTS AND RESPONSIBILITIES

A. The Board, on its own behalf and on behalf of the citizens of the Township of Freehold, Monmouth County, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey, and of the United States.

B. The exercise of the powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under R.S. 18:A, School Laws of New Jersey, or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE VIGRIEVANCE PROCEDURE (Cont'd)

3. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given notice of such adjustment.

C. Procedures.

1. An aggrieved employee shall institute action under the provisions hereof within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days of their return to work from leave of absence or sick leave. Failure to act within said fifteen (15) day period, shall be deemed to constitute an abandonment of the grievance.

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

3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative or representatives to appear with him/her at any step after the first step in his/her appeal. A minority organization shall not have the right to present or process a grievance.

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

5. An employee shall first discuss his/her grievance orally with his/her immediate supervisor or principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing.

6. If the grievance is not resolved to the employee's satisfaction within five (5) working days from the determination referred to in Paragraph 5 above and the employee wishes to pursue the matter further, the employee shall submit three (3) written copies of his/her grievance to the Superintendent of Schools, specifying:

- (a) The nature of the grievance.
- (b) The results of the previous discussion.
- (c) The basis of his/her dissatisfaction with the determination.
- (d) The relief sought.

ARTICLE VI
GRIEVANCE PROCEDURE (Cont'd)

A copy of the statement set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

14. Upon receipt of a grievance filed under the provisions of Paragraph 13, the procedure shall be as set forth in Paragraphs 11 and 12.

15. If the grievant, as defined in B-1, is not satisfied with the disposition of the grievance at the Board level, he/she shall have the right to request arbitration pursuant to the rules and regulations established by the American Arbitration Association. A request for arbitration shall be made not later than fifteen (15) working days following the determination by the Board.

16. The arbitrator shall proceed with a hearing and submit a written decision in the shortest possible time setting forth his/her findings of fact, reasoning and conclusions on the issue(s) submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on both parties. The arbitrator shall be without power to alter, amend, or modify the terms of this Agreement. In addition, the arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. In rendering his/her decision, the arbitrator shall take into account and be bound by the laws of the State of New Jersey, the decisions of the Commissioner of Education and the State Board of Education and the decisions of the Courts of the State of New Jersey.

17. The costs for the services of the arbitrator shall be borne equally by the Board and the employee, or, if represented by the Association, by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.

D. Miscellaneous.

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

2. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

ARTICLE IX

ASSIGNMENT

A. The assignment of non-certified staff members and their transfer to positions in the various schools and departments of the district shall be made in the sole discretion of the Superintendent on the basis of the following criteria:

1. Contribution which staff member could make to the system in the new position.
2. Qualifications of the staff member compared to those of outside candidates both for position to be vacated and for position to be filled.
3. Transfers will not be made without due consideration of the desires of the employees.
4. The judgment of the Superintendent in exercising his discretion under this Article shall not be subject to the grievance procedure.

ARTICLE X

VACANCIES AND NEW POSITIONS

A. In the event a vacancy or a new position shall occur, prompt notification shall be given to the Association President or his/her designee. Employees will have five (5) working days from such notification to the Association President or his/her designee to indicate an interest in the position.

B. Present employees shall be given due consideration in the matter of vacancies and new positions. The decision of the Board as to the filling of such vacancies shall, however, be final.

ARTICLE XIWORK YEAR AND HOURS OF EMPLOYMENT (Cont'd)

All overtime payment shall be submitted to the Board at the regular monthly meeting for approval.

F. The provisions of Board Policy No. 4153 shall be applicable to twelve (12) month non-certified employees only, and they shall be entitled to vacation leave with pay as follows:

1. Vacation days shall accrue to the employee during the term of the first contract year at the rate of 10/12 of a day for each full month of employment. These vacation days shall be taken during the first summer following employment.
2. During years two (2) through four (4), vacation days shall accrue to the employee at the rate of 10/12 of a day for each month of employment.
3. During the years five (5) through fourteen (14), vacation days shall accrue to the employee at the rate stipulated for each month of employment.
 - (a) 5-6 years at 12/12 (at end of fifth (5) year)
 - (b) 6-7 years at 13/12 (at end of sixth (6) year)
 - (c) 7-8 years at 14/12 (at end of seventh (7) year)
 - (d) 8-11 years at 15/12 (at end of eighth (8) year)
 - (e) 11-14 years at 16/12 (at end of eleventh (11) year)
4. During the years fifteen (15) through twenty-five (25), vacation days shall accrue to the employee at the rate stipulated for each month of employment.
 - (a) 15 years at 17/12
 - (b) 16 years at 18/12
 - (c) 17 years at 19/12
 - (d) 18 years at 20/12
 - (e) 19 years at 21/12
 - (f) 20 years at 22/12
 - (g) 21 years at 23/12
 - (h) 22 years at 24/12
 - (i) 23 years at 25/12
 - (j) 24 years at 26/12
5. Vacations are to be taken at a time during the year when the employee's responsibilities have been met to the satisfaction of the immediate supervisor.

Notification shall be given by the employee to the immediate supervisor at least one month prior to the taking of the vacation. Approval will be granted based on compliance with other sections of this Article.

ARTICLE XI

CONTRACT BASIS FOR 1978-1979

	Contract Days	Hours	Yearly Hours	WORK PERIOD
Clerk I	197	7	1,379	See NOTE #7 All School Holidays Off
Clerk II-A	202	6	1,212	See NOTE #2 All School Holidays Off
Clerk II-B	202	7	1,414	See NOTE #2 All School Holidays Off
Sec. I-A	202	7½	1,515	See NOTE #2 All School Holidays Off
Sec. I-B	214	7½	1,605	See NOTE #3 All School Holidays Off
Sec. II	202	7½	1,515	See NOTE #2 All School Holidays Off
PBX/Clerk	260	7½	1,950	All Paid Holidays Off (13)
Sec. III	260	7½	1,950	All Paid Holidays Off (13)
Sec. M/O	260	7½	1,950	All Paid Holidays Off (13)
BKPR/MO I	260	7½	1,950	All Paid Holidays Off (13)
BKPR/MO II	260	7½	1,950	All Paid Holidays Off (13)

NOTE:

1. When schools are closed for snow and/or hazardous conditions, the employees covered by this Agreement will not be required to report for work.
2. A Secretary/Clerk could be called in any time after August 15th to accomplish ten consecutive work days prior to the full staff orientation day and to a date in June to make the contracted days.
3. To begin after August 1st and to continue to a date in June to make the contracted days.
4. All contracted days include N.J.E.A. days
5. All employees to be paid on a twelve month basis.
6. Twelve month employees, during the months of July and August, work a 7 hour day.
7. The assignment of the work days shall be at the discretion of the building principal.

1978-1979

Schedule of Holidays, 12 Month Employees

Tuesday	- July 4th	Independence Day
Monday	- September 4th	Labor Day
Monday	- October 9th	Columbus Day, long weekend
Thursday	- November 23rd	Thanksgiving
Friday	- November 24th	Thanksgiving, long weekend
Monday	- December 25th	Christmas Day
Tuesday	- December 26th	Christmas
Monday	- January 1st	New Year's Day
Monday	- February 12th	Lincoln's Birthday, long weekend
Monday	- February 19th	Washington's Birthday, long weekend
Friday	- April 13th	Good Friday
Monday	- April 16th	Easter
Monday	- May 28th	Memorial Day

NEGOTIATED SALARY GUIDE FOR 1978-1979 SCHOOL YEAR

1950 hours
BKPR II *Computers*

\$ 8,697.00	4.46
8,990.00	4.61
9,282.00	4.76
9,575.00	4.91
9,867.00	5.06
10,160.00	5.21
10,452.00	5.36
10,745.00	5.51
11,037.00	5.66
11,349.00	5.82

1950 hours
BKPR I *Paralegal*

\$ 7,819.00	4.01
8,131.00	4.17
8,443.00	4.33
8,814.00	4.52
9,184.00	4.71
9,555.00	4.90
9,925.00	5.09
10,315.00	5.29
10,725.00	5.50
11,154.00	5.72

1950 hours
PBX *Class/Spk*

\$ 6,289.00	3.23
6,532.00	3.35
6,766.00	3.47
7,040.00	3.61
7,312.00	3.75
7,605.00	3.90
7,898.00	4.05
8,210.00	4.21
8,521.00	4.37
8,833.00	4.53

1950 hours, ~~transp.~~
SEC III

\$ 7,235.00	3.71
7,468.00	3.83
7,702.00	3.95
7,975.00	4.09
8,248.00	4.23
8,580.00	4.40
8,931.00	4.58
9,282.00	4.76
9,633.00	4.94
9,984.00	5.12

1212 hours, K - 6
CLERK IIA

\$ 3,672.00	3.03
3,818.00	3.15
3,963.00	3.27
4,145.00	3.42
4,339.00	3.58
4,509.00	3.72
4,678.00	3.86
4,872.00	4.02
5,066.00	4.18
5,272.00	4.35

1515 hours
PRIN SEC

\$ 6,635.00	4.38
6,787.00	4.48
6,938.00	4.58
7,120.00	4.70
7,333.00	4.84
7,560.00	4.99
7,802.00	5.15
8,045.00	5.31
8,287.00	5.47
8,544.00	5.64

1414 hours, 7 & 8
CLERK IIB

\$ 4,284.00	3.03
4,454.00	3.15
4,624.00	3.27
4,836.00	3.42
5,062.00	3.58
5,260.00	3.72
5,458.00	3.86
5,684.00	4.02
5,910.00	4.18
6,151.00	4.35

1515 hours, Guidance
SEC IA

\$ 5,984.00	3.95
6,196.00	4.09
6,408.00	4.23
6,620.00	4.37
6,833.00	4.51
7,045.00	4.65
7,272.00	4.80
7,514.00	4.96
7,756.00	5.12
8,060.00	5.32

1950 hours
SEC ~~III~~ *Miss office*

\$ 7,410.00	3.80
7,663.00	3.93
7,917.00	4.06
8,210.00	4.21
8,502.00	4.36
8,775.00	4.50
9,087.00	4.66
9,399.00	4.82
9,711.00	4.98
10,023.00	5.14

1605 hours, C/S team
SEC Ib

\$ 6,340.00	3.95
6,564.00	4.09
6,789.00	4.23
7,014.00	4.37
7,238.00	4.51
7,463.00	4.65
7,704.00	4.80
7,961.00	4.96
8,218.00	5.12
8,538.00	5.32

1379 hours
CLERK I, Media

\$ 4,013.00	2.91
4,178.00	3.03
4,344.00	3.15
4,509.00	3.27
4,675.00	3.39
4,854.00	3.52
5,006.00	3.63
5,185.00	3.76
5,378.00	3.90
5,571.00	4.04

- + \$150.00 full-time after 15 years
- + \$ 75.00 part-time after 15 years
- + \$200.00 full-time after 20 years
- + \$100.00 part-time after 20 years

ARTICLE XII

'SICK' LEAVE

A. Sick leave is defined under New Jersey Statutes Annotated (R.S.) 18A: 30-1 et seq. as follows:

"Sick Leave is hereby defined to mean the absence from his or her post of duty of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authority on account of a contagious disease or being quarantined for such a disease in his or her immediate household."

B. In case of personal illness for full time twelve (12) month employees, an allowance of full pay will be made for thirteen (13) days in any school year. For eleven month (11) employees, an allowance of full pay will be made for twelve (12) days in any school year. For ten (10) month employees, an allowance of full pay will be made for eleven (11) days in any school year. If any such person requires in a school year less than the specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be accumulative to be used for additional sick leave with full pay as needed in subsequent years.

C. A physician's certificate stating the illness, the inability of the employee to report for work, and the period of such disability may be required in case of absence on account of personal illness for more than three (3) consecutive days.

D. Employees shall be given a written accounting of their accumulated sick leave no later than September 15th of each school year.

ARTICLE XIII

DAYS OFF AND TEMPORARY LEAVE OF ABSENCE

A. LEAVE FOR DEATH.

1. A maximum leave will be allowed without loss of pay for four (4) consecutive calendar days, including the day of the funeral for spouse, father, mother, father-in-law, mother-in-law, son or daughter and three (3) consecutive calendar days including the day of the funeral for sister, brother, sister-in-law, brother-in-law, daughter-in-law, son-in-law, and such person or persons residing within the employee's immediate household.

*Sept
all*

ARTICLE XIIIDAYS OFF AND TEMPORARY LEAVES OF ABSENCE (Cont'd)

E. Deductions for any absence beyond leave allowances will be 1/260th of the annual salary for each such day of absence for twelve (12) month employees and for all other in accordance with their contracted work schedule.

ARTICLE XIVEXTENDED LEAVE OF ABSENCE

A. MATERNITY LEAVE.

1. An employee may apply for a leave of absence for medical reasons associated with pregnancy and birth on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq. All rules, regulations, and policies applicable to employees who are granted sick leave pursuant to the aforementioned statute shall be applicable to all employees applying for leave under this Article.
2. The disability period as certified jointly by the employees and the Board's physicians may be treated as compensable sick leave time at the option of the employee. In the event the employee's physician and the medical examiner of the Board of Education do not agree, then the employee and the Board shall mutually agree upon the appointment of an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to perform work duties. In the event of the inability of the employee and the Board to agree upon the appointment of the third physician, such appointment shall be made by the Monmouth County Medical Society. The expense of any examination by an impartial third physician shall be shared equally by the employee and the Board.
3. Pregnancy leave shall be granted subject to the following conditions:
 - (a) An employee shall notify the Superintendent of her pregnancy as soon as possible after medical confirmation, but in no event later than the end of the fourth month of pregnancy.
 - (b) A request for pregnancy leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 - (c) Exact dates of the leave will be arranged, if possible, before the beginning of the year.

ARTICLE XVIEMPLOYEE EVALUATION

Employees will be evaluated at least two (2) times during each year by their supervisor.

A written report of the performance appraisal indicating strengths and weaknesses shall be completed and signed by the supervisor and the employee. The employee's signature merely indicates his/her knowledge of the report and does not necessarily indicate agreement with its content. An employee may add comments to the report. The performance appraisal shall be placed in the employee's personnel file. A copy of the report will be given to the employee upon request. Observation of the work skills, attitudes and abilities of an employee shall be conducted with full knowledge of the employee.

ARTICLE XVIIDEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its employees dues for the Freehold Township Educational Secretaries Association, the Monmouth County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such associations as said employees, individually and voluntarily, authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. (R.S) 52: 14-15. 9e and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the 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 in the form set below:

AUTHORIZATION TO DEDUCT ASSOCIATION MEMBERSHIP DUES

Name _____ Soc. Sec. No. _____

School Building _____ District _____

TO: Disbursing Officer
Freehold Township Board of Education

I hereby request and authorize the Disbursing Officer of the above school district to deduct from my earnings until notified of termination, an amount required for current year membership dues and such amounts as may be required for dues in each subsequent year, all as certified by said organization; such amounts to be paid to such person as may from time to time be designated by the local association. This authorization may be terminated only by prior written notice from me,

ARTICLE XVIII

MISCELLANEOUS (Cont'd)

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified or registered mail to the following addresses:

1. If by the Association to the Board,

Freehold Township Board of Education
237 Stonehurst Boulevard
Freehold, New Jersey 07728

2. If by the Board to the Association,

D. The Association shall notify the Board within ten (10) calendar days after any election or appointment of the names of all of its officers, executive committee, and members of the negotiations committee.

E. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be effected thereby and shall continue in full force and effect.

F. Any individual contract between the Board and an individual employee, within the unit, heretofore and hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

ARTICLE XIX

FULLY-BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were, or could have been, the subject of negotiations. During the term of this Agreement, neither party will 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 signed this Agreement.

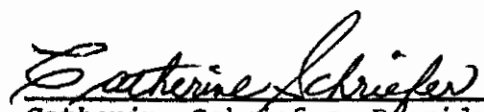
ARTICLE XXDURATION OF AGREEMENT

This Agreement shall be in full force and effect as of July 1, 1978 and shall remain in full force and effect through June 30, 1980, except that either the Board of the Association shall have the right, upon thirty (30) days prior written notice to re-open the Agreement as of September 14, 1978, for negotiations on Article XV, Health Insurance and Article XI, Salary Guide, only. Thereafter, if no such notice and proposals are received by September 15, 1979 the Agreement shall continue in effect from year to year after June 30, 1980 subject to modification, change, or termination by either party upon written notice prior to September 15 of any subsequent year.


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their respective corporate seals affixed hereto at Freehold, New Jersey, on this 27th day of June, 1978.

FREEHOLD TOWNSHIP EDUCATIONAL
SECRETARIES' ASSOCIATION

BY:



Catherine Schriefer, President

ATTEST:

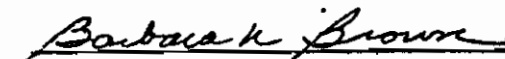

Jane Clayton, Secretary

FREEHOLD TOWNSHIP BOARD OF
EDUCATION

BY:


Otto F. Bauer, President

ATTEST:


Barbara N. Brown, Secretary