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NOT CIRCULATE

BOARD - EDISON TOWNSHIP ASSOCIATION OF EDUCATIONAL SECRETARIES
AGREEMENT

7/1/75 - 6/30/78

1978
ROTCERS UNIVERSITY

PREAMBLE

This Agreement modifies the Agreement entered into the 1st day of July, 1973, by and between the Board of Education of the School District of Edison in the County of Middlesex, hereinafter called the "Board" and the Edison Township Association of Educational Secretaries, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968, 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 I

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all personnel represented by the Association, whether under contract, on leave, or employed by the Board.
- B. Employees covered by this Agreement:
 - 1. This Agreement shall apply to all school secretarial and clerical employees, excluding all other employees.
 - 2. Excluded from this unit shall be all secretarial and clerical personnel in the Administrative Offices and the Board of Education Office.

ARTICLE IINEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successive agreement in accordance with Chapter 303 Public Laws 1968 in a good faith effort to meet agreement on all matters concerning the terms and conditions of employment of those employees covered by this Agreement. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees in the unit covered by this Agreement, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association for inspection all pertinent records, data and information relative to the school district which the Association requests for the purpose of collective negotiations.
- C. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. The parties meeting pledge that their representative be empowered to make proposals, consider proposals, and make counter-proposals in the course of negotiations.
- D. Representatives
1. Representatives of the Board and the Association's negotiation committee shall meet upon the request of either party for the purpose of reviewing the administration and/or amending of the Agreement, and to resolve problems that may arise. These meetings are not intended to bypass the grievance procedure.
 2. Each party shall submit to the other at least three days prior to the meeting an agenda covering matters they wish to discuss.

3. All meetings between the parties shall be regularly scheduled whenever possible to take place at a mutually convenient time.
 4. Should a mutually accepted amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, be signed by the Board and the Association and be adopted by the Board.
- D. Whenever an employee of the bargaining unit is mutually scheduled by the parties herewith to participate during working hours in grievance meetings or negotiations, they shall suffer no loss in pay.

ARTICLE III

GRIEVANCE PROCEDURE

- A. Definition: A grievance is a claim by an employee or group of employees similarly situated or their representative that the employee has suffered harm by the interpretation, application or violation of policies, agreements, and administrative decisions affecting the employee and/or the employee's co-workers.
- B. Procedure
1. A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.
 - a. Failure at any step of this procedure to communicate the decision of 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 waiver of further appeal of the decision.
 - b. It is understood that any employee grievant 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 duly determined.

2. Level I - Any employee grievant who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level, who shall give his decision within five (5) working days.
3. Level II - The employee grievant, no later than five (5) working days after receipt of the decision of his immediate superior, may appeal the decision to the Superintendent of Schools with a copy to the Association's Committee responsible for grievances. The appeal to the Superintendent must be made in writing specifying:
 - a. The nature of the grievance;
 - b. The nature and extent of the injury, loss or inconvenience;
 - c. The results of previous discussions;
 - d. The dissatisfaction with decisions previously rendered.The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the employee grievant, to the Association's Committee responsible for grievances, and to the grievant's immediate superior.
4. Level III - If the grievance is not resolved to the grievant's satisfaction within five (5) working days after receipt of the Superintendent's decision, grievant may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within twenty (20) calendar days of receipt of the appeal or if a hearing is granted, within twenty (20) calendar days of the date of the hearing. The

referred to hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice.

5. Level IV - If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he wishes review by a third party, and if the matter pertains to the provisions of this Agreement, and if the Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent within twenty (20) working days of receipt of the Board's decision. However, the Board's decision shall be final and binding concerning:
 - a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the appropriate State agency; or
 - b. Any matter which, according to law, is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
6. The following procedure shall be used to secure the services of an arbitrator:
 - a. Either party may request the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
 - b. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request the American Arbitration Association to submit a second roster of names.
 - c. If the parties are unable to determine within ten (10) working days of the initial request for arbitration a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from the Agreement between the parties, or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory.

C. Rights of Employee to Representation

1. Any aggrieved employee may be represented at all stages of the grievance procedure by himself, or, at his option, by the Association or by a representative selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent or at any later level, be notified by the Superintendent that the grievance is in existence and shall be notified of the result.
 - a. The cost for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
 - b. All meetings and hearings under this procedure shall be held in private.

ARTICLE IV

EMPLOYEES' RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, 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. The Board undertakes and agrees that it shall not directly or indirectly discourage or

deprive or coerce any employee in the employment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or the Constitution of New Jersey 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 grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. No tenure employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any employment advantage or be denied renewal of contract without just cause. Any such action asserted by the Board or any agent or representative thereof shall be subject to the grievance procedure within set forth.
- C. Whenever any employee is required to appear before the Superintendent, Board, or any committee or member thereof concerning any matters which could adversely affect the continuation of that person in employment or the salary or any increments pertaining thereto, he may request a 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 if he so desires. Any suspension of an employee pending charges shall be with pay.

ARTICLE V

- A. This Agreement is intended to be interpreted in conformity with the applicable laws of the State of New Jersey and Rules and Regulations of the appropriate State agency.
- B. During the term of this Agreement, the Association will refrain from striking or job action of any illegal nature.

ARTICLE VI

- A. All promotional opportunities, newly created clerical positions or any variation in job title shall be handled as follows:
1. All promotional opportunities throughout the school district shall be posted in the school and office buildings of the school district as far in advance as is practicable, ordinarily at least thirty (30) school days before final date when applications must be submitted and in no less than fifteen (15) days before such date. A copy of said notice shall be given to the Association at the time of posting. Employees shall submit their applications in writing to the Superintendent's Office within the time limit specified and acknowledgement shall be given to all applications. All notices that are posted shall set out the qualifications for the position, the duties and rate of compensation. Any change of qualifications set for a particular position shall be similarly posted and made available to the Association.
All qualified employees shall be given adequate opportunity to make applications, and no position shall be filled until all properly submitted applications have been considered. In all such promotions, preference shall be given to qualified employees already employed by the Board if it is in the best interest of the school district.
 2. Transfers - Any individual interested in a lateral transfer should make his interest known by submitting a letter to the Office of the Superintendent indicating same.

ARTICLE VIILEAVE OF ABSENCE

A. Sick Leave

1. Personnel shall be allowed twelve (12) days of sick leave in any school year without loss of pay. All days of sick leave not utilized shall be cumulative. Secretaries will be given a written accounting of accumulated sick leave days not later than October 31 of each school year.
2. An additional thirty (30) days beyond the total number of accrued days shall be granted with deductions from the employee's pay for the cost of a substitute.
3. Sick leave is defined as absence from duty because of personal illness or quarantine for communicable disease.
4. It shall be the obligation of the employee to certify that the absence resulted from personal illness. Upon request, the employee shall present a physician's certificate of illness to the Superintendent.

B. Personal Leave

1. Personnel may be absent from school duties for two (2) days without loss of pay each year. No reason is needed and this shall be non-cumulative.

C. Leave Due to Death in Family

1. Death in the immediate family
 - a. Personnel may be absent from school without loss of pay for a period not to exceed four (4) days.
 - b. Definition: Immediate family is construed to mean parents, spouse, child, sister, brother, grandparents, and in-laws.
2. Personnel may be absent from school duties without loss of pay for a period of one (1) day because of the death of a near relative or other relatives living in the household. Definition: A near

relative shall be construed to mean an uncle, aunt, niece, nephew.

D. Maternity Leave

1. A pregnant employee shall, upon written application supported by a physician's statement certifying that the employee is pregnant and the anticipated birthdate, be granted a leave of absence without pay to a date not to exceed six (6) months beyond the anticipated date of birth. Such employee will normally be granted such leave at the conclusion of her sixth month except if a physician approves work to a later date and states the last date the employee is to work.

At the expiration of the period of absence, the employee must notify her supervisor that she is ready to resume work. Such notification shall be accompanied by a certificate from a physician stating that the employee is fit to resume work.

2. Upon the recommendation of the Superintendent and the approval of the Board, an employee may leave at a later date and return at an earlier date than provided herewith. In cases of stillbirth, an employee may return at an earlier date.
3. Any tenured employee adopting a child may receive a maternity leave not to exceed six (6) months which shall commence upon receiving said child or earlier if necessary to fulfill the requirements of adoption.

E. Leave of Absence Due to Illness in the Family - A leave of absence without pay for up to one year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

F. Other Leaves of Absence - Other leaves of absence may be granted by the Board of Education.

Personnel granted leave for the purpose of serving on jury duty will not be required to return to the Board any monies received from the County or State for such duties.

Personnel shall be paid all regular salary during the term of such duty.

If on any day during the period of jury duty the employee is not required to report for such duty, he/she shall report for work on that day.

- G. The Board will pay the full cost of tuition incurred in connection with any courses, workshops, training sessions or other job related sessions an employee is required or permitted to attend by the administration. Courses eligible for consideration shall include those offered at institutions of higher education, provided such courses involve skills or knowledge related to job requirements. When an employee is required to attend a training session outside working hours, compensation for actual time in attendance shall be paid at regular straight time rate of pay.

ARTICLE VIII

INSURANCE PROTECTION

The Board shall provide hospitalization, medical-surgical, major medical and Rider J insurance for the employees of the school district of Edison. Major medical coverage shall be \$50,000.00 maximum per annum with a no life time maximum.

EFFECTIVE 7/1/75 the Board shall provide full family dental coverage with a \$25.00 deductible. Coverage shall include prosthodontic, periodontic and orthodontic riders.

EFFECTIVE 7/1/76 the Board shall provide a Full Family Prescription Plan with a \$1.00 deduction per prescription.

POLICY ON HOSPITALIZATION COVERAGE FOR EMPLOYEES

- A. Family Membership Coverage - A married employee shall be eligible for the family coverage for hospitalization, medical, surgical and major medical insurance provided such employee supports a family or contributes to the maintenance of a family.
- B. Parent and Child Coverage - Is defined as a divorcee, separatee, widow or widower who supports a family of minor dependents.
- C. Single Membership Coverage - Any unmarried employee, divorcee, separatee, widow or widower who does not support a family with minor dependents or contribute to the support of a family with minor dependents shall be eligible for single membership coverage or hospitalization, medical-surgical and major medical insurance.
- D. Eligibility
1. It shall be the responsibility of the employee to fully furnish all essential evidence to establish eligibility.
 2. An employee shall notify the Board of Education without delay when eligibility ceases.

ARTICLE IXDEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of all employees dues for the Edison Township Association of Educational Secretaries and affiliates in compliance with NJSA 52:14-15.9e and rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Edison Township Association of Educational Secretaries by the fifteenth of each month following the monthly pay period in which deductions were made. Prior to deduction, authorization cards in conformity with NJSA 52:14-15.9e shall be filed with the Board of Education.

To assist in the administration of this procedure, the Association

should provide the Secretary of the Board of Education, by August 1 of each year, an alphabetical list of members authorizing payroll deduction indicating the monthly amount of each member's deduction.

- B. The Board will deduct from the salaries of bargaining unit employees monies for local, state and/or national educational secretaries' association services and programs, provided the secretary individually and voluntarily authorizes the Board to make such deductions. The Board will transmit the monies promptly to the designated associations. Any employee may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the designated Association.

The employee and the ETAES agree to hold the Board harmless from all claims and suits which may arise by virtue of its deductions and transmittal of such service to the designated association pursuant to executed voluntary authorization cards.

ARTICLE X

HOLIDAYS

- A. The days which shall be considered holidays for secretarial personnel shall be the school closing days as designated in the school calendar for the school term.
- B. Straight compensatory time or one and one-half (1 1/2) times the secretary's normal rate of pay shall be provided for school secretaries who are required to work on holidays.
- C. Additionally, Independence Day, July 4, and Labor Day will be observed as holidays for twelve (12) month personnel.
- D. Any employee required to work on a holiday shall be notified no later than three (3) days before the holiday to that effect.

ARTICLE XIOVERTIME

- A. The regular work day for all clerical employees shall be seven (7) hours exclusive of one hour lunch time, except commencing on the third (3rd) working day following the closing of school for the summer recess up to and including the third (3rd) working day prior to the opening of school for the fall term, it will be one and one-half (1 1/2) hours less.
- B. Any employee required to work more than forty (40) hours per week shall be paid at the rate of one and one-half times her regular rate of pay.
- C. Employees required to work more than thirty-five (35) but not more than forty (40) hours will be paid at straight time or compensatory time.

ARTICLE XIIVACATIONS

- A. Vacation allowance for secretarial personnel as of July 1 shall be:

<u>Years of Service</u>	<u>Vacation</u>
Up to 1 year	5/6 day per month of service
1 through 5th year	10 days
6 through 15th year	15 days
After 15th year	20 days

- B. It is the policy of the Board that except for unusual circumstances, each employee shall receive and take her vacation at the time approved by her supervisor.
- C. Vacation period will be subject to the approval of the supervisor or administrator.

ARTICLE XIIIMISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees 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 the law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee, heretofore to 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.
- D. Copies of this Agreement shall be printed at the expense of the Board within thirty days after the Agreement is signed and presented to all employees now employed, hereafter employed, or considered for employment by the Board.
- E. Duration of Agreement: July 1, 1975 - June 30, 1978.
Reopener on first anniversary: Salary Guide and Health Benefits.
Reopener on second anniversary: Salary Guide and Health Benefits.
- F. If in the absence of an incumbent a class "B" secretary in a secondary school is assigned to work temporarily as head (class "A") secretary, the secretary so assigned shall be paid at class "A" rates beginning on the eleventh (11th) consecutive working day of the assignment. If in an elementary school a class "C" clerk is temporarily assigned as head (class "B") secretary, the secretary so assigned shall be paid at the class "B" rate beginning on the eleventh (11th) consecutive working day of the assignment.

CLASS A - Secretary to Principals (Secondary Schools)

CLASS B - Assistant Secretary (Secondary Schools)

Secretary to Principal (Elementary Schools)

Head Guidance Secretary

CLASS C - Clerk Typist

Credit to be allowed for five (5) years' prior service in other employment.

Longevity increments will be granted as follows:

\$200 after 15 years' service

\$200 after 20 years' service

Personnel who have ten (10) months' continuous service with the school system as of July 1 shall be entitled to a full step increase on the Salary Guide.

Personnel who have six (6) months' continuous service with the school system as of July 1 shall be entitled to a one-half step increase on the Salary Guide.

No credit will be granted for less than six (6) months of service.

SECRETARIAL SALARY GUIDE

1975-76

<u>STEP</u>	<u>CLASS A</u>	<u>CLASS B</u>	<u>CLASS C</u>
1	\$ 6300	\$ 6000	\$ 5675
2	6500	6200	5875
3	6700	6400	6075
4	6900	6600	6275
5	7200	6900	6525
6	7500	7200	6775
7	7800	7500	7075
8	8100	7800	7375
9	8400	8100	7675
10	8700	8400	8300
11	9000	8950	
12	9500		

AGREEMENT FOR 1976-77

EDISON BOARD OF EDUCATION/ETAES

December 9, 1975

The 1975-1978 Agreement is modified as follows:

- I. All steps on the 1975-76 salary guide shall be raised by \$485. Additionally, Step 12 of the "A" guide shall be raised by a further \$15.

- II. The dental plan shall be improved by eliminating the deductible on January 1, 1977. To accomplish this, the co-pay will be reduced from 80/60 to 80/50 on January 1, 1977, but will be restored to 80/60 on July 1, 1977.

- III. The prescription plan shall be placed in effect on July 1, 1976, as previously agreed.

For the Board: Allan D. Silverman (Dr.)

For the Association: Beatrice Schrotter (Mrs.)

TJB:bn

1/7/76

