

AGREEMENT

BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL  
IN THE COUNTY OF SUSSEX

AND

SUSSEX COUNTY VOCATIONAL  
SECRETARIAL ASSOCIATION

SCHOOL YEARS

X July 1, 1981, through June 30, 1984

Tab B

P R E A M B L E

THIS AGREEMENT entered into this 10th day of February of 1981  
by and between the BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL IN  
THE COUNTY OF SUSSEX, the County of Sussex, New Jersey, hereinafter  
called the "Board" and SUSSEX COUNTY VOCATIONAL SECRETARIAL ASSOCIATION,  
hereinafter called the "Association."

ARTICLES

|  | <u>Page</u> |
|--|-------------|
| PREAMBLE   |             |
| ARTICLE I      RECOGNITION                               | 1           |
| ARTICLE II     MISCELLANEOUS                             | 2           |
| ARTICLE III    TIME SCHEDULE                             | 3           |
| ARTICLE IV     HOLIDAYS                                  | 5           |
| ARTICLE V      VACATION                                  | 6           |
| ARTICLE VI     SICK LEAVE                                | 7           |
| ARTICLE VII    PERSONAL DAYS & OTHER AUTHORIZED ABSENCES | 8           |
| ARTICLE VIII   REIMBURSEMENT                             | 11          |
| ARTICLE IX     RETIREMENT                                | 12          |
| ARTICLE X      GRIEVANCE PROCEDURE                       | 13          |
| ARTICLE XI     SALARIES AND BENEFITS                     | 17          |
| ARTICLE XII    DURATION OF AGREEMENT                     | 18          |

ARTICLE I

R E C O G N I T I O N

- A. The Board of Education of the Vocational School in the County of Sussex recognizes the Sussex County Vocational Secretarial Association as the collective negotiating unit concerning grievances and terms and conditions on behalf of all full-time secretarial and clerical employees not specially funded.
- B. All other positions, not specifically defined above, are excluded.

ARTICLE II

M I S C E L L A N E O U S

A. Unsafe and Hazardous Conditions:

Members of the Association shall not be required to work under unsafe or hazardous conditions, or to perform tasks which endanger their health, safety, or well being. Time lost because of the above conditions will be made up as agreed upon between the employee and his/her supervisor, but in no case shall the elapsed time exceed two (2) weeks.

ARTICLE III

T I M E S C H E D U L E

- A. Office employees on a twelve-month basis shall start on July 1st of each year and continue through June 30th of the succeeding year. Ten month employees shall begin work on September 1st and continue through June 30th of the succeeding year.
- B. The required working hours for each employee during the period July 1st through the third (3rd) Friday in August are 6 1/2 hours per day and includes a thirty (30) minute lunch period. During this period, the hours will be from 8:30 p.m. to 3:00 p.m., unless other hours are agreed to by the employee and his/her supervisor.
- C. The required working hours for each employee during the period starting on the fourth (4th) Monday in August through June 30th are 7 1/2 hours per day. This includes the lunch period. Each employee will be given the hours for reporting for work and the time for leaving by her/his immediate supervisor during this period. These hours will generally be between the hours of 7:00 a.m. and 10:00 p.m.
- D. Lunch Period - All office employees are entitled to a full period in accordance with the bell schedule for lunch. Employees are requested to have their lunch here at school unless there is an emergency and they must leave the building. Under these circumstances, you should notify your immediate supervisor prior to leaving the building.

Article III - Time Schedule (Continued)

E. Coffee Break - The coffee break is a period of time that permits the employee to relax and enjoy the companionship and fellowship with fellow employees.

Coffee and dessert is available throughout the school year in the faculty dining room or other designated areas. A time period of fifteen minutes is provided for a coffee break and care should be exercised not to abuse the privilege. The time schedule of coffee breaks shall be arranged by the responsible unit administration. The time allowed for the coffee cannot be accumulated nor can it be utilized to alter the normal working day time schedule.

## ARTICLE IV

H O L I D A Y   S C H E D U L E

July 1, 1981, through June 30, 1984  
(Twelve (12) days)

A. The following holiday schedule is in effect and the date observed will be added each year after the Board has approved the school year and the date observed has been developed in consultation with the Association:

| <u>Holiday</u>                           | <u>Date Observed</u>        |
|--|-----------------------------|
| 1. Independence Day                      | Friday, July 3, 1981        |
| 2. First Week day after Independence Day | Monday, July 6, 1981        |
| 3. Labor Day                             | Monday, September 7, 1981   |
| 4. Columbus Day                          | Monday, October 12, 1981    |
| 5. Thanksgiving Day                      | Thursday, November 26, 1981 |
| 6. Day after Thanksgiving Day            | Friday, November 27, 1981   |
| 7. Day before Christmas                  | Thursday, December 24, 1981 |
| 8. Christmas Day                         | Friday, December 25, 1981   |
| 9. Day before New Year's Day             | Thursday, December 31, 1981 |
| 10. New Year's Day                       | Friday, January 1, 1982     |
| 11. Good Friday                          | Friday, April 9, 1982       |
| 12. Memorial Day                         | Monday, May 31, 1982        |

All future holiday schedules will consists of no less than twelve (12) days a year and will be developed in consultation with the Association.

The school will be closed during the above holidays and the weekend prior to or following the nearest date listed above.



ARTICLE V

V A C A T I O N

A. Vacation time will be earned as follows (based on a full-contract year of work):

Up to five full years of service -- 12 days per year

More than five and up to fifteen -- 17 days per year  
full years of service

Over fifteen years of service -- 22 days per year

B. During the first year of employment, vacation will be earned on a pro-rated basis.

C. Vacation carry-over to the next year will not be authorized unless approved by the Superintendent or Assistant Superintendent for Business.

D. Association members leaving employment during the contract year and before taking vacation shall receive the opportunity to take the vacation or be credited for pay purposes on a prorated basis at the discretion of the Board of Education.

E. Vacation time must be arranged with the immediate supervisor. If agreement cannot be reached, the Superintendent or Assistant Superintendent for Business will make the final determination. Vacation time shall be taken prior to June 30th of the contract year in which the vacation is earned.

ARTICLE VI

S I C K L E A V E

- A. Members absent due to illness will call their immediate supervisor. Time forms will be provided by the Administration, and when completed, will be returned weekly to the Superintendent's Office.
- B. Absences for personal illness shall be allowed and shall include pay not exceeding twelve (12) days time in any one contract year. If fewer than said twelve (12) days of allowed sick leave is taken in any contract year, then the number of days not utilized shall be cumulative.
- C. Absences for illness exceeding five (5) consecutive days will require a physician's certificate, indicating nature of illness and readiness for return to work; said certificate to be filed with the Superintendent of the School.
- D. Upon retirement, a member will be paid at the rate of \$10.00 a day for unused sick leave up to a maximum of \$300.00.

## ARTICLE VII

PERSONAL DAYS & OTHER AUTHORIZED ABSENCES

- A. Absences on account of marriage or to attend weddings of relatives or friends may be allowed by the Superintendent on request, but shall be without pay.
- B. Absences due to a death in the individual's immediate family or household, including father-in-law or mother-in-law, shall be allowed with pay for the required period but not to exceed four (4) days in each such case.
- C. Absences because of the death of a grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter-in-law or son-in-law or other relative not living with the immediate family of the employee will be allowed with pay on the day of the funeral only.
- D. Absences not exceeding (3) days per year, with pay, but not accumulative, shall be allowed. Request for these personal days shall be made through the immediate supervisor (5) five days in advance except in emergency situations. Appropriate supervisor will notify the Superintendent's secretary to facilitate recording absences and to arrange office coverage, if necessary. Unused Personal Days will be carried over as sick days at the end of each school year.
- E. Whenever any representative or member of the Association is required to participate during working hours in negotiations, grievance proceedings or approved meetings with the Administration or the Board, the member shall suffer no loss in pay.
- F. Maternity:
  - 1. Natural Birth - The Board shall grant maternity leave without pay to any member upon request, subject to the following stipulations and

ARTICLE VII  
PERSONAL DAYS & OTHER AUTHORIZED ABSENCES (Continued)

limitations:

- a. Maternity leave shall commence on the date requested by the member providing the Board is notified 90 days in advance of date requested.
  - b. Any member granted maternity leave without pay, according to the provisions of this section, may at her discretion elect to substitute all or any part of her accumulated sick leave in lieu thereof and receive full pay and benefits for the same.
  - c. No member shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return providing the Board is notified 60 days in advance of time of desired date of return.
  - d. The Board shall not remove any member from her duties during pregnancy unless the member cannot produce a certificate from her physician that she is medically able to continue working.
  - e. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et. seq., the Law Against Discrimination, nor in violation of the Constitution of the State of New Jersey and the United States.
- G. Unpaid vacation and leave may be granted by the Superintendent upon written request.

ARTICLE VII  
PERSONAL DAYS & OTHER AUTHORIZED ABSENCES (Continued)

H. Inclement Weather -

1. Secretarial attendance shall not be required whenever school is closed due to inclement weather. Provided, however, that any secretarial work left unperformed by virtue of nonattendance pursuant hereto shall be subsequently performed at a time mutually arranged between the secretary and the supervisor. Such make-up work shall be performed without additional compensation to the secretary.
2. The switchboard shall be covered from 8:00 a.m. to 3:30 p.m. during days when school is closed due to inclement weather or for other unscheduled causes. Time worked during said closing shall accrue as additional vacation time. The decision of whether to open the switchboard, when, and for how long shall rest solely with the superintendent or his designee. Coverage shall be arranged by the Association.
3. Closing in excess of those days allotted in the school calendar shall be made up prior to June 30th of each year as full work days or as loss of a day's pay at the option of the employee.

- I. All twelve (12) month employees hired prior to July 1, 1980, are entitled to one (1) secretarial day off during each of the following recess periods:

|           |               |               |
|-----------|---------------|---------------|
| Christmas | Winter Recess | Spring Recess |
|-----------|---------------|---------------|

These days must be taken during each recess period.

- J. Any full-time secretary or office clerk, who desires to attend the Annual Convention of the New Jersey Education Association, must file an application for attendance with his/her immediate supervisor no less than thirty (30) days prior to date of convention. Permission shall be granted by the Superintendent for not more than two (2) days in any one year. The attendee shall receive their full salary for days of actual attendance upon filing with the secretary of the Board a Certificate of Attendance signed by the Executive Secretary of the Association.

ARTICLE VIII

R E I M B U R S E M E N T

- A. When required to utilize personal transportation for school use, individuals shall be reimbursed at the rate established by Board policy. Persons authorized for such reimbursement shall be designated by the Assistant Superintendent for Business.

ARTICLE IX

R E T I R E M E N T

- A. All employees belonging to the Public Employees Retirement System shall retire at the close of the school year after attaining the age of 70 years, unless the employee, six months prior to the date of retirement, requests in writing that he be employed an additional year, and the request is granted by the Board of Education. Such request may be made every year until the employee reaches the age specified in law when retirement is mandatory.

## ARTICLE X

G R I E V A N C E P R O C E D U R E

## A. Definitions:

## 1. GRIEVANCE

A "grievance" is a claim by a member of the Association based upon the interpretation, application, alleged violation of this Agreement, affecting an identified member or group of members.

## 2. AGGRIEVED PERSON

An "aggrieved person" is the member or members of the Association making the claim of a grievance. The aggrieved person, or persons, should be identified.

## 3. PARTY IN INTEREST

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

## B. Purpose:

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

## 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 limit specified may, however, be extended by mutual agreement.

All grievances shall be filed within ten (10) working days of the date of awareness of the grievance.



ARTICLE X  
GRIEVANCE PROCEDURE (Continued)

2. YEAR END GRIEVANCES

In the event a grievance is filed at such time that it cannot be processed through all steps in the procedure by the end of the school year, the grievance steps shall be accelerated, if possible, or the time shall be extended by mutual consent.

3. LEVEL ONE - IMMEDIATE SUPERIOR, PRINCIPAL, OR BUSINESS ADMINISTRATOR

A member with a grievance shall discuss the same with his immediate superior within fourteen (14) working days of the occurrence of the grievance or within fourteen (14) working days of the date when the grievant reasonably should have become aware of the grievance. The member may discuss the matter directly, or if the individual chooses, through the Association's designated representative, with the objective of resolving the matter informally.

4. LEVEL TWO - SUPERINTENDENT AND/OR ASSISTANT SUPERINTENDENT

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance in writing with the Director/Superintendent of the School and/or the Assistant Superintendent (with a copy to the Association) within fourteen (14) working days of the conference specified in Level One.

5. LEVEL THREE - BOARD OF EDUCATION

If the employee is not satisfied with the action taken by the Director/Superintendent and/or Assistant Superintendent, he shall notify, in writing, within ten (10) working days the Secretary of the Board of Education. The Secretary of the Board of Education shall immediately notify the President of the Board of Education who shall arrange a hearing if the employee is not satisfied with the action. Said hearing to be held in executive session no later than the next regular Board meeting. Board findings will be final.

ARTICLE X  
GRIEVANCE PROCEDURE (Continued)

If either party fails to act within the time limits prescribed, the Grievance shall be waived or moved to the next step by the party not negligent.

D. Rights of Members to Representation:

1. MEMBERS AND ASSOCIATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative he/she selects. When a member 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.

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 GRIEVANCE

If, in the judgment of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing and shall commence at Level One.

2. WRITTEN DECISIONS

Decisions rendered after Level One shall be in writing, and shall set forth the decision and the reasons therefore 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

ARTICLE X  
GRIEVANCE PROCEDURE (Continued)

not be kept in the personnel file of any of the participants.

4. MEETING AND HEARINGS

All meetings and hearings under this procedure shall be conducted in private.

ARTICLE XI

SALARIES AND BENEFITS

A. Medical and Dental Coverage will be provided on the same basis as provided for the teaching staff and will be paid for by the Board of Education.

B. Salary Guide - July 1, 1981, through, June 30, 1984:

| <u>Step</u> | <u>1981-1982</u> | <u>CLERK TYPIST</u> |                  |
|-------------|------------------|---------------------|------------------|
|             |                  | <u>1982-1983</u>    | <u>1983-1984</u> |
| 1           | \$ 7,495.00      | \$ 7,902.00         | \$ 8,332.00      |
| 2           | 7,855.00         | 8,282.00            | 8,732.00         |
| 3           | 8,238.00         | 8,680.00            | 9,152.00         |
| 4           | 8,638.00         | 9,103.00            | 9,591.00         |
| 5           | 9,059.00         | 9,545.00            | 10,059.00        |
| 6           | 9,501.00         | 10,010.00           | 10,547.00        |
| 7           | 9,965.00         | 10,499.00           | 11,061.00        |
| 8           | 10,452.00        | 11,011.00           | 11,601.00        |

| <u>Step</u> | <u>1981-1982</u> | <u>SECRETARIES</u> |                  |
|-------------|------------------|--------------------|------------------|
|             |                  | <u>1982-1983</u>   | <u>1983-1984</u> |
| 1           | \$ 8,053.00      | \$ 8,491.00        | \$ 8,953.00      |
| 2           | 8,440.00         | 8,899.00           | 9,383.00         |
| 3           | 8,851.00         | 9,326.00           | 9,833.00         |
| 4           | 9,196.00         | 9,780.00           | 10,305.00        |
| 5           | 9,555.00         | 10,162.00          | 10,807.00        |
| 6           | 9,928.00         | 10,558.00          | 11,229.00        |
| 7           | 10,206.00        | 10,970.00          | 11,667.00        |
| 8           | 10,934.00        | 11,278.00          | 12,122.00        |
| 9           | 11,469.00        | 12,082.00          | 12,462.00        |
| 10          | 12,030.00        | 12,673.00          | 13,351.00        |
| 11          | 12,548.00        | 13,293.00          | 14,004.00        |
| 12          | 13,164.00        | 13,866.00          | 14,689.00        |
| 13          | -                | 14,546.00          | 15,322.00        |
| 14          | -                | -                  | 16,073.00        |

- NOTE:
1. Over Guide - Increase of 5% over last year's salary.
  2. Personnel hired after February 28/29 will remain on their step for the following school year.
  3. Step on guide shall be as determined by the Board of Education.
  4. Years of service to determine vacation shall be from date of hire.

## ARTICLE XII

D U R A T I O N O F A G R E E M E N T

This agreement shall be effective as of July 1, 1981, and shall continue in effect until June 30, 1984.

In witness whereof, the Secretarial Association has caused this agreement to be signed by its President and Secretary, after ratification by the members of the Association at a meeting duly called for that purpose, and the Board has caused this agreement to be duly signed by its President and attested by its Secretary pursuant to a resolution duly adopted by the said Board the 17th of March 1981.

This agreement has been executed in duplicate, one copy to be retained by the Board, and one copy to be retained by the Association, such duplicate copy being permanently bound.

BOARD OF EDUCATION OF THE  
VOCATIONAL SCHOOL IN THE  
COUNTY OF SUSSEX

*William J. Hamilton*  
President

SUSSEX COUNTY VOCATIONAL-  
SECRETARIAL ASSOCIATION

*Theodora Holman*  
President

ATTEST:

*Frank J. McChesney*  
Board Secretary

*William L. Van Houten*  
Secretary