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AGREEMENT
between
TEANECK BOARD OF EDUCATION
and
TEANECK ASSOCIATION OF EDUCATIONAL SECRETARIES
N.J.S.F.T., A.F.T./AFL-CIO
X July 1980 - June 1982

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AGREEMENT

This Agreement made and entered into this day of
198 , between the BOARD OF EDUCATION OF THE
TOWNSHIP OF TEANECK (hereinafter called the "Board") and TEANECK
ASSOCIATION OF EDUCATIONAL SECRETARIES, N.J.S.F.T., A.F.T./
AFL-CIO (hereinafter called the "Union") represents the complete
and final understanding of all bargainable issues between the
Board and the Union for the lifetime of this Agreement.

ARTICLE I

PURPOSE

A. The Board and the Union have entered into this Agree-
ment for the purpose of establishing conditions under which
employees, as hereinafter defined, shall be employed to work
for the Board and procedures for the presentation and resolution
of grievances, and for the purpose of regulating the mutual
relations between the Board and said employees with a view to
promoting and insuring harmonious relations and cooperation.

ARTICLE II

RECOGNITION

A. The Teaneck Board of Education hereby recognizes the
Teaneck Association of Educational Secretaries, N.J.S.F.T.,
A.F.T./AFL-CIO as the exclusive representative for collective

negotiations concerning the terms and conditions of employment for all secretarial, clerical and data processing personnel.

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

ARTICLE III

EMPLOYMENT OPPORTUNITIES AND TRANSFERS

A. Employment Opportunities

1. In all cases where secretarial services are to be hired for which an employee might qualify, the vacancy shall be advertised first throughout the school system. Instructions for making application and the deadline date for applications will be included with each notice, and a copy of the notice shall be forwarded to the President of the Union. In no case will the deadline date be less than five (5) working days from the date of distribution of the advertisement. In making the selection of a candidate for any position, present employees shall be given preference over applicants from outside the Teaneck school system if qualifications are comparable. The parties recognize that the ultimate responsibility for making all appointments rests with the Board of Education and agree that it is the obligation of the Board to fill all vacancies with the best qualified personnel.

2. Summer Employment

Any ten (10) month employee who is interested in summer employment shall notify the Personnel Department in writing of such interest no later than June 30th and shall specify the dates of his/her availability. Thereafter, if an opening should develop during the summer, the Board will select the most qualified available person for the position and in the event of equal qualifications, shall utilize the concept of seniority within job classification. It is expressly understood and agreed that the Board's selection pursuant to the foregoing provisions are not subject to the grievance procedure of the Agreement.

B. Transfers

1. Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable. If an involuntary transfer or reassignment is made, an employee's area of competence, length of service in the Teaneck School District as a secretary, length of service in the particular school building and other relevant factors will be considered in determining which employee is to be transferred or reassigned.

2. The parties recognize that the ultimate responsibility for making decisions concerning the transfer, assignment, or reassignment of employees, or with respect to related matters, rests with the Board of Education and agree that it is the obligation of the Board to consider the qualifications of personnel in making such determinations.

C. Seniority

In the event of a reduction in force, the provisions of N.J.S.A. 18A and the New Jersey Administrative Code shall govern tenured employees. With respect to non-tenured employees, in the event of a reduction in force, the least senior employee within the job classification will be laid off first. However, an employee of outstanding ability or one who has engaged in a special function may, at the discretion of the Board, be excepted from the foregoing. In addition, employees with seniority shall not be entitled to any position unless such employees have the ability and qualification to perform the duties of such jobs. A preferential hiring list for non-tenured employees based upon seniority will be established for a period not to exceed one (1) year. Any dispute with respect to the application of this Article to non-tenured employees will be grievable up to and including the Board level only, and the Board's decision shall be final and binding.

ARTICLE IV

WAGES

A. Effective July 1, 1980, the wages of various job categories shall be set and paid in accordance with the schedule attached hereto and marked Addendum A. Effective July 1, 1981, Addendum B. shall apply.

B. It is understood by the parties that the classification

and job description of the positions included in this bargaining unit is the sole determination and responsibility of the Board of Education.

C. If a secretary, administrator or Union feels a position deserves a change in classification, said secretary, administrator or Union is encouraged to communicate said view to the Board for consideration. It is agreed, however, that final decision of the Board on any such recommendation shall not be subject to the grievance procedure.

ARTICLE V

HOLIDAYS AND VACATIONS

A. There shall be fifteen (15) paid holidays per year. The holiday schedule shall be that established by the Board after consultation with the Union. No changes shall be made once the holiday calendar is adopted except after discussion of proposed change between the Union and the Board. The Board reserves the right of final decision on holiday calendar.

B. Determination of earned vacation time after July 1, 1980, will be based on the provisions of this Article. There will be no retroactive applications of this Article and the previous contract Article provisions will be applicable for determination of earned vacation time through June 30, 1980.

C. Earned vacation time for twelve (12) month contracted secretarial personnel will be calculated in accordance with the following and as modified by paragraphs one (1) through

seven of this section.

1. A complete year of employment is defined as a calendar year beginning and ending on the individual's current employment anniversary date; i.e. the anniversary date for a person employed on November 1st would be November 1st each year.

2. A working month is defined as a calendar month during which a person is actively employed on the fifteenth (15th) of the month. A person whose contract employment date is after the fifteenth (15th) or, a person who terminates employment before the fifteenth (15th) will receive no earned vacation for that calendar month.

3. Credit for a complete year of employment and/or a working month for the purpose of calculating earned vacation time is earned as a function of time, and is not affected by the length of an individual's work day or work week; i.e. whether the person is full-time or part-time. Earned vacation time for part-time positions shall be in the same relationship as the part-time weekly work hours are to full-time weekly work hours; e.g. a half-time person would earn one-half the full-time persons vacation.

4. During the first four (4) complete years of employment, (first 48 working months) full time twelve (12) month contracted secretarial personnel will be entitled to earned vacation at the rate of .833 days for each working month; i.e. ten (10) days per complete year of employment.

5. During the next three (3) complete years of employment (working months 49 through 84), full-time twelve (12) month contracted secretarial personnel will be entitled to earned vacation at the rate of 1.25 days for each working month; i.e.

fifteen (15) days per complete year of employment.

6. Starting with the eighth (8th) complete year of employment (85th working month, full-time twelve (12) month contracted secretarial personnel will be entitled to earned vacation at the rate of 1.667 days for each working month; i.e., at the rate of twenty (20) days per complete year of employment.

7. At the annual preparation of the vacation statement the third (3rd) decimal position accruing from monthly crediting of earned vacation accounts will be rounded off to the second decimal position; the second position being raised by one when the third position is five or more and the third position being dropped if it is a 4 or less. All earned vacation time for full-time personnel shall be read to the second decimal position with the third position used for breakage accrual and rounding. For example, earned vacation of 9.996 days would be rounded to 10.00 days; 20.004 days would be rounded to 20.00 days.

D. Secretarial personnel may take earned vacation time at any time during the school year, subject to the approval of their immediate superior.

1. Secretarial personnel entitled to earned vacation time must take this time not later than June 30, of the second year after it has been earned and credited, on July 1, to a secretary's vacation account. This earned vacation time not taken by the end of this second year shall be permanently lost and the time shall be deducted from the secretary's vacation account.

2. For example, a secretary who has earned vacation time for the 1980-81 year, and which time was credited to his/her account on July 1, 1980, must take all of the 1980-81 earned vacation time not later than June 30, 1983.

E. Personnel taking earned vacation time may receive on the last working day prior to the vacation their salary check for any pay period occurring during the vacation period, provided such salary checks are already prepared.

F. In the situation of an employee who dies, earned vacation time shall be calculated through the date of death. Salary payment for any earned vacation time shall be made to the employee's estate.

G. Secretarial personnel who quit or are discharged for cause during their first calendar year of employment, shall not be entitled to earned vacation time.

ARTICLE VI

INCLEMENT WEATHER

A. Secretarial employees will not be required to report for duty, with the exception of certain employees, nor shall any employee suffer any loss of pay, when school is declared closed due to inclement weather or other emergency condition.

B. Certain personnel (as shall be determined by the Board of Education at the time of the emergency) will be required to report on days when school is declared closed due to inclement weather or other emergency condition. They shall be additionally

compensated at the rate of one and one-half (1 1/2) times their regular hourly salary for such reporting.

C. No other personnel but these authorized personnel may report or may be compensated for such reporting.

ARTICLE VII

OVERTIME

A. Unless otherwise indicated in individual instances, which may be less than thirty-five (35) hours per week, the normal work week of secretarial employees shall be thirty-five (35) hours.

B. All overtime must be authorized by the Superintendent of Schools according to procedures established by the Superintendent.

C. Overtime shall be compensated at the rate of one and one-half (1 1/2) times the employee's normal hourly rate of salary. The normal hourly rate of salary shall be calculated by: annual salary divided by 1820 hours in the case of full-time personnel, or pro-rated equivalent in the case of part-time personnel.

D. Overtime will be defined as that period of time occurring before or after an employee's normal assigned working time, or anytime on days when the employee is not scheduled to work.

E. No secretarial personnel covered under this Agreement

shall have the right to authorize or require overtime, and there shall be no compensatory time allowed.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" as used herein, means a complaint by any secretary or the Union that there has been an inequitable, improper, or unjust application of a policy, agreement, or administrative decision affecting said secretary.

2. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

a. the failure or refusal of the Board to renew the contract of a non-tenure secretary;

b. in matters where the Board or its representatives are without authority to act, according to law;

c. in matters of selection for promotion.

3. The Grievance Procedure may be invoked through a hearing before the Board in matters where the Board has exercised its discretion and the exercise of said discretion is thereafter challenged. In such cases the procedure for final review shall be by appeal to the Commissioner of Education pursuant to the provisions of Title 18A and the rules and regulations of the State Board of Education.

4. The term "secretary" shall mean any regularly employed individual receiving compensation from the Board under the provisions of the salary guide for secretarial personnel, regardless of the title of the position filled by the individual.

5. The term "immediate superior" shall mean the person to whom the aggrieved secretary is directly responsible.

B. Procedure

1. In the presentation of a grievance, the secretary shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in his/her appeal. Whenever the secretary appears with representative(s), the Board or its representative(s) shall have the right to designate a representative to participate at any step in the grievance procedure.

2. A secretary shall not lose pay for the time spent during his/her regular working hours at the following steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the steps, such employees shall not lose pay for such time.

3. Saturdays, Sundays and holidays shall not be considered working days in the computing of the time limits indicated in the grievance procedure.

4. Any decision or answer to a grievance made at any step according to the terms of the procedure, and which is not appealed to the succeeding step within the time limits provided, or within such additional period of time as may be

mutually agreed upon in writing, shall be considered final settlement and such settlement shall be binding upon all parties.

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

C. Steps

1. A secretary having a grievance shall present it through the Union to his/her immediate superior within ten (1) working days after the occurrence of the event from which the grievance arises. An answer shall be submitted within three (3) working days.

2. If the secretary is not satisfied with the answer, the grievance shall be put in writing specifying:

- a. The nature of the grievance;
- b. the results of the previous discussion;
- c. the basis for his/her dissatisfaction with the determination, signed by the secretary and presented to the Superintendent of Schools within three (3) working days. The immediate superior shall also be furnished a copy at the time of serving.

3. Within five (5) working days of receipt of the written grievance, the Superintendent of Schools shall arrange a meeting with the secretary and his/her representative.

4. The Superintendent of Schools and his/her designated

representative shall give the secretary and his/her representative a written answer to the grievance within five (5) working days after the meeting. The immediate superior of the secretary shall also be supplied with a copy of the answer at the same time.

5. In the event of the failure to act on the part of the Superintendent of Schools or his/her representative within the time limit specified, or in the event of dissatisfaction on the part of the secretary with his/her answer given, the secretary may appeal within ten (10) working days to the Board of Education.

6. Where an appeal is taken to the Board, the secretary/Union shall submit the appeal in writing, specifying:

- a. The nature of the grievance;
- b. the results of the discussion between the secretary/Union and the immediate superior;
- c. the basis of her dissatisfaction with the determination;
- d. the results of the discussion with the Superintendent of Schools or his/her representative;
- e. the basis of his/her dissatisfaction with the determination; signed by the secretary, and presented to the Board within the time limit of ten (10) working days from the receipt of the answer from the Superintendent of Schools, or his/her failure to act within the time limit.

7. Copies of the appeal shall be furnished to the immediate superior and the Superintendent of Schools.

8. If the secretary/Union in his/her/its appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material on the grievance, from the secretary. The secretary shall, at the same time, supply copies of this additional material to the immediate superior and Superintendent of Schools who shall have the right, in writing, to reply thereto; copies to be supplied to all parties.

9. The Board of Education shall make a determination within thirty (30) working days from the receipt of the grievance and shall, in writing, notify the secretary, his/her representative if there be one, the immediate superior and the Superintendent of Schools of its determination. This time period may be extended by mutual agreement of the parties.

10. In the event the secretary or the Union is dissatisfied with the determination of the Board, the Union shall have the right to request advisory arbitration pursuant to the rules and regulations established by the American Arbitration Association.

11. A request for advisory arbitration shall be made no later than fifteen (15) working days following the determination of the Board, unless the secretary and the Board shall mutually agree upon a longer time period within which to assert such a request.

12. In the event of arbitration, the costs of the

arbitrator's services shall be shared equally by the Board, the Secretary, and/or Union, with the exception of the cost of any transcript which shall be borne solely by the party or parties requesting it.

13. In any case, where a grievance is based upon the direct order, ruling or determination made by the Superintendent of Schools, the aggrieved employee or the Union may appeal directly to the Board of Education within ten (10) working days, by appealing in writing, specifying:

- a. The order, ruling or determination complained of;
- b. the basis of the complaint;
- c. a request for a hearing, if a hearing is desired; with a copy served, at the same time, upon the party making such direct order, ruling or determination. Said party shall have the right, within five (5) working days, to reply thereto, with a copy of such reply served upon the secretary.

14. Upon receipt of a grievance filed under the provisions of paragraph 13, the procedure shall be as set forth in paragraphs 8, 9 and 10.

15. In the case of a secretary whose immediate superior is the Superintendent of Schools, the steps in the foregoing grievance procedure shall apply except for paragraphs 2, 3, 4 and 5.

16. A grievance initiated by the Union shall be submitted to the Superintendent of Schools as in Step 1 of the foregoing grievance procedure, then, follow the remainder

of the grievance procedure with the exception of Steps 2, 3 and 4.

ARTICLE IX

EVALUATION

A. Observations of the work performance of secretarial personnel shall be conducted openly by the Administrator in charge. Nothing contained herein shall preclude the Administrator in charge from receiving the input of the Administrative Secretary, so long as such input is received prior to the completion of the written evaluation. The daily working contact and relationship between an Administrator and secretarial personnel shall constitute observations as used herein in this Article and Agreement.

B. Observations made by an Administrator shall be reduced to writing. The employee shall be given a copy of any such observation and subsequent evaluation made therefrom. Non-tenure employees shall have a minimum of two (2) written observations each year.

C. An employee may request and shall be granted a conference with the Administrator in charge to discuss his/her observation and evaluation. Such a conference shall be granted within ten (10) working days.

D. Each employee shall be required to sign the evaluation form. Signing does not signify approval. Only completed

evaluation forms shall be presented for signature.

E. The evaluation forms shall be placed in and comprise a part of the personnel folder of each employee.

F. Annual evaluations, or semi-annual in the case of non-tenure employees, shall be a composite of periodic observation and evaluations made by the Administrator. A copy of said evaluation shall be provided to the employee. The employee may request and shall be granted within a reasonable period of time a conference to discuss his/her evaluation. The employee may request and shall have the right to have representatives of the Union participate in this conference to review and discuss his/her evaluation. In all cases, the employee shall be required to sign the evaluation. Such signature shall not signify approval of the evaluation.

G. This annual evaluation shall be part of the basis on which a determination of an employee's annual salary increment and/or adjustment shall be based.

ARTICLE X

DUES

A. The Board agrees to deduct from the monthly salary of each employee who furnishes a written authorization, the amount of monthly Union dues. Remittance of dues collected shall be made to the Union at the end of each calendar month, together with a list of employees from whose pay such deductions

were made. Deduction of Union dues shall be pursuant to N.J.S. 52:14-15.9e.

B. The Union shall indemnify, defend and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted by the Union to the Board.

ARTICLE XI

SICK LEAVE, PERSONAL BUSINESS AND DISABILITY INSURANCE

A. Sick leave is hereby defined to mean absence of any person from his/her post or duty because of a personal disability due to illness or injury.

B. All full-time twelve (12) month personnel shall be entitled to twelve (12) paid sick leave days per year; full-time ten (10) month personnel shall be entitled to ten (10) paid sick leave days per year. Less than full-time and/or less than full year employees shall have sick leave pro-rated accordingly.

C. 1. No doctor's certificate shall normally be required in the event of an absence claimed to be due to personal reasons, unless, in the opinion of the Superintendent of Schools or his/her designee, an abuse or pattern of abuse may be taken, or has taken, place. In such case, a doctor's certificate may be required of the individual for the period of absence in

question and/or future absences, in order to receive salary for the period of such absences.

2. The doctor's certificate, when required, shall state (a) the patient's name, (b) inclusive dates of absence from work, (c) the medical reasons necessitating the absence, and (d) that the employee did not come to work at the specific direction of the attending physician.

D. Any personnel who use less than the number of paid sick leave days credited to them under the provisions of paragraph B above, shall have the unused days credited to their account to be accumulated with the unused days from other years. Such accumulated days will be used for paid sick leave as may be needed in subsequent years, or paid in accordance with paragraph F.

E. 1. If, in individual instances, personnel exhaust both current and accumulated paid sick leave days, the individual may appeal to the Superintendent of Schools for consideration for additional paid sick leave days for the current school year.

2. The Superintendent shall recommend to the Board of Education whether or not to grant additional days. If his/her recommendation is to grant, s/he shall also recommend the number of additional days.

3. The Board of Education shall consider the recommendation of the Superintendent and approve, modify, or disapprove such recommendation.

4. If the individual is dissatisfied with the Board's decision, s/he may appeal to the Board within thirty (30) days after the decision and will be granted a hearing within thirty (30) days at which the individual and/or a representative may request the Board to reconsider its decision.

5. The decision of the Board, after such hearing, shall be final and binding and shall not be arbitrable.

6. Any of the additional sick days that may be granted and unused at the close of the school year may not be added to the individual accumulated sick leave account referred to in paragraph D.

7. It is expressly understood that the provisions of this paragraph E are subject to, and must be construed in a manner consistent with, N.J.S.A. 18A:30-6.

F. Secretarial personnel who shall retire in accordance with the rules and regulations of the New Jersey State Division of Pensions, or upon leaving the District with no less than twenty (20) years of continuous employment, shall receive payment of \$17.00 per day for each unused sick leave day accumulated in accordance with paragraph D, and remaining in their account on the date of retirement. Said payment will be made within sixty (60) days after the date of retirement.

G. 1. Personal Business is defined as a leave used for any reason except recreation, rest or recuperation, any venture resulting in remuneration for services rendered by a staff member, or any other reason provided for elsewhere in the

Absence & Reimbursement Bulletin, except 8 - Religious Holidays.

2. A staff member shall have available each school year two (2) personal business days without loss of pay and without prior approval.

3. Any personal business day taken immediately prior or subsequent to a holiday or vacation must be approved by the Superintendent of Schools.

H. Disability Insurance

The Board will pay the premium, to a maximum of \$250.00 per year per full-time secretary, for a mutually agreed upon long-term disability group insurance plan.

ARTICLE XII

HOSPITAL/SURGICAL AND MAJOR MEDICAL
INSURANCE

A. The Board will provide Blue Cross, Blue Shield and Rider J. coverage and Major Medical coverage for employees requesting such coverage at no cost to the employee. For those employees electing to secure coverage for their dependents, the Board will pay for the cost of such coverage at no cost to the employee.

B. 1. The employee acknowledges that s/he is obligated to inform the Board within thirty (30) days whenever any change occurs in his or her dependents' status as it relates to this coverage; failure to so inform the Board may result in Board refusal to continue any coverage. Nothing in this Article shall

limit the right of the Board to change insurance companies, provided the coverage shall be comparable.

2. The Board shall distribute among all employees covered by this Agreement booklets or pamphlets supplied to the Board by the current or new insurance carrier describing the insurance coverage.

C. If, during the lifetime of this Agreement, any unit under the jurisdiction of the Board negotiates for and obtains improved medical and dental benefits, this unit shall obtain those benefits when they become effective in the other unit or units.

ARTICLE XIII

PROFESSIONAL IMPROVEMENT

A. The Teaneck Board of Education, in recognition of the services rendered by a competent professional secretarial staff in maintaining an effective educational program, offers to make payment for course credit charges for courses taken in an approved institution.

B. The courses and institutions will be subject to the approval of the Superintendent of Schools on behalf of the Board of Education. Payment is limited to credit charges made by the institution and does not include registration fees, student fees, books, etc.

C. If, in the judgment of the Superintendent of Schools, it is deemed advisable to establish an in-service program or course designed for the improvement of secretarial skills, such course shall be established at Board of Education expense. Secretarial personnel may attend such course or courses on their own time and at their own expense.

ARTICLE XIV

EFFECTIVE LAWS

The Board and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, regulation or adjudication, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect but it shall not affect the remaining provisions of this Agreement.

ARTICLE XV

UNION RESPONSIBILITIES

A. The Union shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.

B. It is the responsibility of the Union, its members and its representatives, to carry out administrative directives regarding Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available under the terms specified in Article VIII, if it is felt any such directive or policy is in conflict with the express terms of this Agreement.

ARTICLE XVI

BOARD/ADMINISTRATION RIGHTS

A. The Board of Education reserves to itself sole jurisdiction over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, or any successor Agreement, in accordance with applicable laws and regulations:

1. to direct employees of the school district;
2. to hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, to demote, discharge or take other disciplinary action against employees (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided) and all applicable laws and decisions of any New Jersey State or applicable Federal Agency regarding these matters.
3. to maintain the efficiency of the school district operations entrusted to them;

4. to determine the methods, means, and personnel by which such operations are to be conducted, subject to the applicable laws and decisions of any State or applicable Federal Agency;

5. to take whatever other actions may be necessary to carry out the matters of the school district; and to carry out without limitations, all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it, by the laws of the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by administrative decisions, or by appropriate courts of competent jurisdiction.

B. Nothing in the above shall limit the Union directly or indirectly, in its duty to fairly represent the membership of the Union and to present: grievances, proposals, counter-proposals, and to negotiate with the Board of Education on wages, hours and other terms and conditions of employment.

C. At no time will a secretary be expected to perform duties which, by law, require certified personnel.

ARTICLE XVII

WORKING CONDITIONS

A. At the option and in the sole discretion of the Administrator in charge, all secretaries shall have either a fifteen (15) minute coffee break away from his/her work location at a

time determined by the Administrator, or the right to bring coffee to his/her work location.

B. Two (2) unit members designated in writing by the Union, shall have unpaid release time to attend the annual New Jersey State Federation of Teachers or American Federation of Teachers conventions.

C. Release time for the purposes of conducting Union business may be granted to the President of the Union by the Superintendent of Schools in the exercise of his/her sole discretion.

ARTICLE XVIII

MAINTENANCE OF OPERATIONS

A. The Union covenants and agrees that during the term of this Agreement neither the Union nor any person acting on its behalf will cause, authorize, condone or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report for duty, or willful absence of any employee from his position, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, or walk-out. The Union agrees that such action would constitute a material breach of this Agreement.

B. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such administrative or judicial relief as it may be entitled to

have in law or in equity for injunction or damages, or both, in the event of such breach by the Union, its members or any person acting on its behalf. In addition, neither the Board nor the Union waives any of its legal rights in the event of a strike, work stoppage, slowdown or other job action during a period when this Agreement has expired and is no longer in existence.

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 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 XX

TERM OF AGREEMENT


The term of this Agreement shall be from July 1, 1980, through June 30, 1982, and from year to year thereafter, subject to a written notice from either party to the other of the

desire to change or amend this Agreement. To be effective, such written notice must be received by the other party by no later than one hundred sixty-five (165) days prior to the Board's required budget submission date. The foregoing reference is derived from Public Employment Relations Commission Regulation Section 19:16-2.1 and the adoption by the Public Employment Relations Commission of an April 18 required budget submission date for school districts. In the event of any change in the PERC Statute or Regulations, this Article shall be deemed to have been amended to conform to such change.

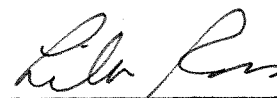
ARTICLE XXI

PRINTING OF AGREEMENT

This Agreement shall be printed in a manner and form mutually agreeable. The costs of such printing shall be shared equally by the Board and the Union.




President, Teaneck Board of
Education



President, Teaneck Association
of Educational Secretaries,
N.J.S.F.T., A.F.T./AFL-CIO



Secretary, Teaneck Board of
Education



Secretary, Teaneck Association
of Educational Secretaries,
N.J.S.F.T., A.F.T./AFL-CIO

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ADDENDUM A

SECRETARIAL PERSONNEL

SALARY GUIDE REGULATIONS

1980

1982

1. Secretarial personnel, when employed for a position classified as SECRETARY CLASS I, II, or III, shall be placed at the proper step on the guide based on the number of completed years of secretarial experience.
2. Secretarial personnel, when employed for a position classified as ADMINISTRATIVE, SUPERVISORY, or EXECUTIVE SECRETARY shall be placed on the first step on the guide.

No credit for secretarial experience may be granted for placement on these guides except as noted in regulation number 3. Personnel applying for positions covered by these guides must have the following minimum secretarial experience in order to be considered for the position:

Administrative Secretary - Class II	4 years experience
Administrative Secretary - Class I	5 years experience
Supervisory Secretary	6 years experience
Executive Secretary	7 years experience

3. Secretarial personnel presently employed in a position under Secretarial Class I, II, or III guides, and transferring to a position covered under the Administrative, Supervisory, or Executive Secretary guides must meet the minimum secretarial experience requirement indicated in regulation number 2, and will be transferred to the appropriate guide and step reflecting the next highest salary above that the secretary is presently receiving.

All future guide movements will be made in normal progression from the step of placement.

4. Salary guides are based on a twelve month 261 working day year which includes 15 paid holidays and earned vacation time.

Ten month personnel work a 217 day year from September 1 to June 30 which includes an average of thirty (30) days off during that period and an average of 187 days actually worked.

ADDENDUM A - (continued)

In order to maintain equity of salary, holidays and earned vacation between ten and twelve month personnel, it is necessary to pro-rate holidays and earned vacation for ten month personnel and reflect this in the annual salary for individual ten month personnel. Such pro-rating shall be as follows:

- A. $217 \text{ working days} \div 261 \text{ working days} = .8314 \text{ factor.}$
- B. $\text{Twelve month guide amount} \div 261 \text{ working days} = \text{per diem amount.}$
- C. $15 \text{ paid holidays for 12 month personnel} \times .8314 = 12\frac{1}{2} \text{ paid holidays for 10 month personnel.}$
- D. Earned Vacation:
 - Years 1-4 $10 \text{ days} \times .8314 = 8\frac{1}{2} \text{ days} - \text{See Scale "C"}$
 - Years 5-7 $15 \text{ days} \times .8314 = 12\frac{1}{2} \text{ days} - \text{See Scale "B"}$
 - Years 8 up $20 \text{ days} \times .8314 = 17\frac{1}{2} \text{ days} - \text{See Scale "A"}$
- E. Guide equivalency calculations for Ten Month Personnel.

GUIDE C - $187 \text{ actual working days} + 12\frac{1}{2} \text{ paid holidays} + 8\frac{1}{2} \text{ days earned vacation years 1-4} = 208 \text{ working days} \times \text{per diem salary} = \text{equivalent 10 month salary.}$

GUIDE B - $187 \text{ actual working days} + 12\frac{1}{2} \text{ paid holidays} + 12\frac{1}{2} \text{ days earned vacation years 5-7} = 212 \text{ working days} \times \text{per diem salary} = \text{equivalent 10 month salary.}$

GUIDE A - $187 \text{ actual working days} + 12\frac{1}{2} \text{ paid holidays} + 17\frac{1}{2} \text{ days earned vacation years 8 up} = 217 \text{ working days} \times \text{per diem salary} = \text{equivalent 10 month salary.}$

5. TEN/TWELVE MONTH VACATION TRANSFER

Ten month personnel transferring to 12 month positions will have their position on the vacation schedule as 12 month personnel calculated by counting the number of complete years in the 10 month position $\times 10 \div 12 =$ comparable years in a 12 month position for vacation schedule purposes.

Twelve month personnel transferring to 10 month positions shall be entitled to any vacation earned while in the 12 month position during the school year. Such vacation time shall be determined according to the partial year formula and shall be taken while still occupying the 12 month position.

The position on the 10 month C, B, or A guide shall be based on their vacation schedule position at the time of transfer.

- 6. Present (July 1, 1974) Data Processing Department personnel positions, except for the Controller, shall be twelve month secretarial positions.
- 7. Any new Data Processing Department personnel positions which may be established hereafter, shall be secretarial positions as determined solely by the Board of Education. Such secretarial positions shall come under the terms and conditions of these regulations as they shall apply to Data Processing Department personnel.

8. The place on the appropriate salary guide for newly employed Data Processing Department personnel shall be determined by the Board at the time of employment. The Board shall make the sole determination as to the granting of credit for outside work experience in establishing initial guide placement, and paragraphs 1, 2, and 3 of these regulations shall not apply to Data Processing Department personnel.
9. Nothing in this agreement shall be interpreted as preventing the Board of Education from granting additional compensation to a secretary for additional responsibilities delegated to the secretary as the result of a special or other than normal work situation. Such compensation shall not become a permanent addition to the secretary's salary, and shall not be used to establish permanent "off-guide" salaries.
10. The Association shall have the right to bring to the Board's attention, through the Superintendent of Schools, the names of secretaries who may qualify for such additional compensation. The decision of the Board regarding such additional compensation shall be final and binding and shall not be subject to the grievance procedure.
11. An annual longevity payment shall be added to the annual salary of those secretarial personnel who have completed the following number of full years of current continuous employment in the Teaneck Schools. Determination of full years of service shall only be made as of July 1, of each year. Less than full-time (12 or 10 month) personnel shall receive an appropriate pro-rated amount.

Completed full	years of service as of July 1	- 10 yrs. through 14 yrs.	- \$ 50.00
"	" " " " " " "	- 15 yrs. through 19 yrs.	- \$ 75.00
"	" " " " " " "	- 20 yrs. through 24 yrs.	- \$100.00
"	" " " " " " "	- 25 yrs and up	- \$125.00

SALARY GUIDES
1980-1981

12 Month Personnel

<u>STEPS</u>	<u>SECRETARY CLASS III</u> S-3	<u>SECRETARY CLASS II</u> S-2	<u>SECRETARY CLASS I</u> S-1
1	\$ 10,316.	\$ 10,772.	\$ 11,696.
2	10,592.	11,048.	11,972.
3	10,868.	11,420.	12,248.
4	11,144.	11,696.	12,608.
5	11,420.	12,068.	12,896.
6	11,696.	12,344.	13,172.
7	11,972.	12,716.	13,448.
8	12,248.	12,980.	13,724.
9	12,608.	13,352.	14,096.

<u>STEPS</u>	<u>ADM. SECTY CLASS II *</u> S-4	<u>ADM. SECTY CLASS I *</u> S-5	<u>SUPERVISORY SECRETARY *</u> S-6	<u>EXECUTIVE SECRETARY*</u> S-7
1	\$ 12,608.	\$ 13,544.	\$ 13,460	\$ 16,304.
2	13,172.	14,180.	15,572	17,684.
3	13,724.	14,828.	16,304.	18,608.
4	14,276.	15,572.		
5	14,828.			

10 Month Personnel

<u>STEPS</u>	<u>SECRETARY CLASS III C *</u> S-8	<u>SECRETARY CLASS III B *</u> S-9	<u>SECRETARY CLASS III A *</u> S-10
1	\$ 8,440.	\$ 8,580.	\$ 8,760.
2	8,660.	8,810.	8,990.
3	8,880.	9,030.	9,220.
4	9,100.	9,260.	9,450.
5	9,320.	9,480.	9,680.
6	9,540.	9,700.	9,910.
7	9,760.	9,930.	10,140.
8	9,980.	10,150.	10,370.
9	10,270.	10,450.	10,670.

<u>STEPS</u>	<u>ADM. SECTY CLASS II C *</u> S-11	<u>ADM. SECTY CLASS II B *</u> S-12	<u>ADM. SECTY CLASS II A *</u> S-13
1	\$ 10,270	\$ 10,450.	\$ 10,670.
2	10,720.	10,900.	11,130.
3	11,160.	11,350.	11,600.
4	11,600.	11,800.	12,050.
5	12,040	12,250.	12,510.

Effective July 1, 1980

* SEE SALARY GUIDE REGULATIONS

Longevity Payment (See Contract Salary Guide Regulations)

Completed full years of service as of July 1	- 10 through 14 years	- \$ 50.
" " " " " " " "	- 15 through 19 years	- 75.
" " " " " " " "	- 20 through 24 years	- 100.
" " " " " " " "	- 25 years and up	- 125.

SECRETARIAL PERSONNEL
SALARY GUIDES
1981-1982

12 Month Personnel

<u>STEPS</u>	<u>SECRETARY CLASS III</u> S-3	<u>SECRETARY CLASS II</u> S-2	<u>SECRETARY CLASS I</u> S-1
1	\$11,208	\$11,952	\$12,696
2	11,508	12,252	12,996
3	11,808	12,552	13,296
4	12,108	12,852	13,596
5	12,408	13,152	13,896
6	12,708	13,452	14,196
7	13,008	13,752	14,496
8	13,308	14,052	14,796
9	13,608	14,352	15,096

<u>STEPS</u>	<u>ADM. SECRETARY CLASS II</u> S-4	<u>ADM. SECRETARY CLASS I</u> S-5	<u>SUPERVISORY SECRETARY</u> S-6	<u>EXECUTIVE SECRETARY</u> S-7
1	\$13,428	\$14,172	\$15,504	\$17,808
2	14,028	14,772	16,404	18,708
3	14,628	15,372	17,304	19,608
4	15,228	15,972		
5	15,828	16,572		

10 Month Personnel

<u>STEPS</u>	<u>SECRETARY CLASS III C *</u> S-8	<u>SECRETARY CLASS III B *</u> S-9	<u>SECRETARY CLASS III A *</u> S-10
1	8,932	9,104	9,319
2	9,171	9,347	9,568
3	9,410	9,591	9,817
4	9,649	9,835	10,067
5	9,888	10,079	10,316
6	10,127	10,322	10,566
7	10,367	10,566	10,815
8	10,606	10,810	11,065
9	10,845	11,053	11,314

<u>STEPS</u>	<u>ADM. SECRETARY CLASS II C *</u> S-11	<u>ADM. SECRETARY CLASS II B *</u> S-12	<u>ADM. SECRETARY CLASS II A *</u> S-13
1	\$10,690	\$10,900	\$11,160
2	11,170	11,390	11,660
3	11,650	11,880	12,160
4	12,130	12,370	12,660
5	12,610	12,860	13,160