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AGREEMENT

between

KINNELON EDUCATION SECRETARIES ASSOCIATION

and the

KINNELON BOARD OF EDUCATION *Employer*

MORRIS COUNTY

NEW JERSEY

July 1, 1990 - June 30, 1993

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- Salary Guide 1990/91
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This AGREEMENT, made this day of JUNE 1990 by and between the Board of Education in the Borough of Kinnelon, in the County of Morris, hereinafter referred to as the "Board" and the Kinnelon Education Secretaries Association, hereinafter referred to as the "Association."

ARTICLE I
RECOGNITION

A. Unit

Pursuant to Chapter 123, Public Laws of New Jersey, 1974, the Board of Education of Kinnelon, New Jersey recognizes the Kinnelon Education Secretaries Association as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment of the personnel including: all secretaries employed at Kinnelon High School, Pearl R. Miller School, Stonybrook School, Kiel School and Special Services, and also the bookkeeper and transportation secretary employed in the Business Office, as outlined on the attached salary guide.

B. Definition of K.E.S.A. Members

Unless otherwise indicated, the term "K.E.S.A. Members" when used hereinafter in this Agreement shall refer to all office personnel employees represented by the K.E.S.A. in the negotiating unit as above defined.

ARTICLE II
NEGOTIATION PROCEDURE

A. Deadline Date

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws, 1974. Such negotiations shall begin not later than September 15 of the year preceding the school year in which this Agreement expires. Any agreement so negotiated shall apply to all Association members, be reduced to writing, be acted upon by the Association and be acted upon by the Board within sixty (60) calendar days.

B. Modification of Agreement

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

ARTICLE III
GRIEVANCE PROCEDURES

A. Definitions

1. Grievance

A "grievance" is a claim by a K.E.S.A. member or the Association based upon the interpretation, application or violation of the Agreement and Board policies.

2. Aggrieved Party

An "aggrieved party" is the member or members of the Association making the claim.

B. Purpose

The purpose of this procedure is to secure at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting K.E.S.A. members. A grievance shall be activated within thirty (30) calendar days from the time when the alleged grievance occurred.

1. Level One - Supervisor

An aggrieved party shall first discuss the grievance with their immediate supervisor in an effort to resolve the matter informally.

2. Level Two - Building Principal

If the aggrieved party is not satisfied with the disposition of the grievance at Level One, the party shall discuss the grievance within fourteen (14) calendar days with their building Principal in an effort to resolve the matter informally. The Principal shall review the grievance and render a decision in writing within fourteen (14) calendar days.

3. Level Three - Business Administrator

If the aggrieved party is not satisfied with the disposition of the grievance at Level Two, the party shall file the grievance in writing within fourteen (14) calendar days with the Business Administrator who shall review the grievance and render a decision in writing within fourteen (14) calendar days.

4. Level Four - Superintendent

If the aggrieved party is not satisfied with the disposition of the grievance at Level Three, the party shall file the grievance in writing within fourteen (14) calendar days with the Superintendent who shall review the grievance and render a decision in writing within fourteen (14) calendar days.

5. Level Five - Board of Education

If the aggrieved party is not satisfied with the disposition of the grievance at Level Four, the party shall within ten (10) calendar days after receipt of the decision, request a hearing with the Board of Education. Said hearing shall be conducted and a decision rendered within sixty (60) calendar days. The aggrieved party shall have the right to representation of her choice at said hearing.

ARTICLE IV

SECRETARIAL RIGHTS

A. Separability

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

ARTICLE V

VACATIONS

K.E.S.A. members completing one (1) full year of service shall receive two (2) weeks vacation, three (3) weeks after three (3) years, and four (4) weeks after five (5) years. K.E.S.A. members employed for a period of less than one (1) year shall receive one (1) day vacation for each month employed up to a maximum of ten (10) days.

Vacations for K.E.S.A. members working in the Kinnelon High School, Pearl R. Miller School, Stonybrook School, Kiel School and Special Services will be taken during a consecutive four (4) week period in July or August as determined by the Superintendent. Exceptions to this policy must be made with the approval of the Building Administrator and the Business Administrator. If a holiday, as indicated on the school calendar, occurs during a member's vacation period, the member shall receive compensatory time. In the event an unscheduled school holiday is declared by the Board of Education or the Superintendent, all office personnel shall be included.

ARTICLE VI

SNOW DAYS

When schools are closed because of inclement weather, it is recognized that essential services must be performed, therefore, office personnel shall report to work at 10:00 a.m. and remain until 3:00 p.m. unless notified otherwise by the Superintendent or his designee.

ARTICLE VII

HOLIDAYS, WEEKENDS AND OVERTIME

K.E.S.A. members shall be granted the same school holidays as listed on the school calendar to be adopted by the Board of Education. Should a member be required to work during a school holiday, the member will be paid at the contracted rate.

Straight time will be paid for school holidays and one and one-half (1-1/2) time for national holidays. National holidays for twelve month contracted K.E.S.A. members shall include July 4 and Labor Day. Employees shall be paid time and one-half for weekend work (Saturday and Sunday).

ARTICLE VIII

PROMOTIONS, NEW POSITIONS, AND PLACEMENT OF NEW EMPLOYEES ON THE SALARY GUIDE

A. K.E.S.A. members shall be given the opportunity to apply for all vacant or new positions. All openings for these positions shall be posted, showing classification and salary range in every school and all administrative offices. All K.E.S.A. members who apply shall be granted an interview.

1. Prospective employees with no immediate past experience will be placed on Step One of the existing salary guide in the appropriate classification.

2. All office personnel will be appointed with three months probationary status prior to the issuance of a regular contract. The contract will be retroactive to the first day of employment.
3. Whenever an individual is hired, promoted or has had a step change the Association President shall be notified. The notification shall be in writing and contain the classification and step placement.
4. When existing staff members are promoted to a different category, e. g. from S-I to ES III, the step placement on the guide may be adjusted vertically by one step.

B. In the event there is a special job appointment or project for which a secretary may be eligible, the position shall be posted throughout the district for a minimum of five (5) work days and all members given the opportunity to apply therefor. The rate of pay for evenings and weekends shall be time and one-half.

ARTICLE IX

SECRETARIAL SALARIES AND BENEFITS

- A. Salary Guide (See Attachment 1)
- B. Health and Insurance

The Board will provide the full New Jersey State Health Benefits Program as provided by New Jersey Blue Cross and Blue Shield, the Prudential Insurance company of America (Basic Plan including Rider J benefits), and the Delta Dental Plan of New Jersey, or equal, and pay the full premium for family or individual as designated by the employee.

C. Sick Leave

All K.E.S.A. members employed by the Kinnelon Board of Education shall be entitled to twelve (12) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit; however, the Board reserves the right to verify any illness, including the right to request a doctor's certificate after three (3) consecutive days of absence.

D. Leaves of Absence with Pay

1. Two (2) personal business days, one with reason and one without reason, per calendar year. Applications shall be made through the immediate supervisor to the superintendent or his designee. The personal business day without reason will not be granted on Monday, Friday and/or the day before or after a holiday. Unused personal business days will accumulate as sick leave days for possible use as sick leave days in future years or for conversion at retirement.
2. Ten (10) additional days for family illness or death in the family will be granted subject to the following:
 - a. family is defined as parents, sibling, children living at home or whose legal residence is the home of the employee, and spouse;
 - b. up to two (2) days may be used in the event of death of any of the following family members: parents-in-law, grandparents or grandchild;
 - c. if a member does not utilize any of the ten (10) family illness/death days in a given fiscal year, the member will be credited with one (1) additional day of accumulated sick leave for the following fiscal year;

d. use of more than one (1) consecutive day for family illness, or more than three (3) days for death in the family, must be approved by the Superintendent or his designee.

3. Leaves of absence with pay in case of emergency may be granted by the Superintendent.

E. Retirement Benefits

K.E.S.A. members who have completed a minimum of ten (10) years as an employee in the District will be eligible to convert accumulated sick leave days to severance pay upon retirement. K.E.S.A. members will be reimbursed for each day of unused sick leave at a rate of \$30.00 per day until June 30, 1992 and at a rate of \$35.00 per day thereafter. The payment will be made in a lump sum on or about July 1 following retirement for those members who notify the Board by December 1 of the year prior. If notification is not received by December 1 the member shall receive a promissory note for payment as soon as possible.

F. Work Day

The length of the workday shall be eight (8) hours which includes either a one (1) hour lunch and one (1) fifteen (15) minute morning coffee break, or one (1) forty-five (45) minute lunch and one (1) fifteen (15) minute morning coffee break and one (1) fifteen (15) minute afternoon coffee break. Working hours shall be arranged by the building administrator and shall not exceed the length of the workday which is eight (8) hours.

G. Professional Days

Office personnel may receive professional days upon proper application to the Superintendent of Schools to attend professional conferences and meetings by submitting programs and other pertinent information along with an application for approval.

H. Leaves without Pay

Leaves without pay may be granted for a period of up to five (5) consecutive days during the school year. Requests must be made ten (10) working days in advance and have prior approval of the building administrator and Business Administrator. Upon recommendation of the Superintendent other leaves of absence without pay may be granted by the Board. Request must be made ten (10) working days in advance and have prior approval of the building administrator and Business Administrator.

I. Tuition Reimbursement

Tuition reimbursement shall be granted, with prior approval of the course by the Superintendent, to all K.E.S.A. members who have completed courses to improve their secretarial abilities.

Reimbursement will be made for a course in an approved program with a grade of "C" or better in a degree program, or a "pass" grade. An official reimbursement form is to be submitted to the Superintendent with either an official transcript or proof of the successful completion of the approved course work. A maximum of four (4) courses or twelve (12) credits per year will be allowed.

J. Evaluation

There shall be established a committee of K.E.S.A. member(s) and administrator(s) to develop evaluation procedures for members of K.E.S.A.

K. Staff Development

There shall be established a committee of K.E.S.A. member(s) and administrator(s) to organize appropriate staff development activities for members of the K.E.S.A.

ARTICLE X

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1990 and shall continue in effect until June 30, 1993, subject to the Association's right to negotiate over a successor agreement as provided herein as specified in Article II, Section A. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated unless it is extended in writing.

B. Failure to Reach Agreement

Should the Association and the Board fail to reach an agreement by June 30th of any given year, any subsequent agreement will be retroactive to July 1 of the new contract year.

C. Status of Agreement

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective secretaries, on the day and year first written above.

KINNELON EDUCATION
SECRETARIES ASSOCIATION

KINNELON BOARD OF EDUCATION

President Date

President Date

Secretary Date

Secretary Date

ATTACHMENT 1

KINNELON EDUCATIONAL SECRETARIES ASSOCIATION
SALARY GUIDE

1990/91

STEP	ES II	ES III	S I
1	18,730	17,030	15,345
2	19,480	17,655	16,035
3	20,230	18,410	16,735
4	20,980	19,165	17,415
5	21,730	19,920	18,130
Off Guide	28,745		22,625

STEPS DO NOT REPRESENT YEARS OF SERVICE.

Part-time employees shall be paid on a pro-rata basis.

If an employee is employed on a part-time basis, the part-time basis will be pro-rated to full-time status for longevity purposes.

For determining a year the employee must be employed for six months. Upon completion of fifteen (15) years of full-time service in the district, \$300 longevity will be paid. An additional \$300 longevity will be granted upon completion of twenty (20) years of service and, an additional \$500 longevity will be granted upon completion of twenty-five (25) years of service.

EXECUTIVE SECRETARY II	High School Principal Bookkeeper Director of Special Services
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EXECUTIVE SECRETARY III	Elementary Principals Assistant Principal - High School Director of Guidance Board Office Secretary Special Services Secretary
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SECRETARY I	Guidance Secretary General Secretaries Attendance Secretary Library Secretary
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SALARY GUIDE
1991/92

STEP	ES II	ES III	SI
1	20,005	17,983	16,129
2	20,730	18,733	16,879
3	21,420	19,420	17,638
4	22,250	20,251	18,408
5	23,903	21,912	19,943
Off Guide	31,620		24,887

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EXECUTIVE SECRETARY II

High School Principal
Bookkeeper
Director of Special Services

EXECUTIVE SECRETARY III

Elementary Principals
Assistant Principal - High School
Director of Guidance
Board Office Secretary
Special Services Secretary

SECRETARY I

Guidance Secretary
General Secretaries
Attendance Secretary
Library Secretary

ATTACHMENT 3

SALARY GUIDE
1992/93

STEP	ES II	ES III	SI
1	22,455	20,469	18,448
2	23,245	21,217	19,275
3	21,302	22,123	20,114
4	26,104	23,934	21,787
Off Guide	34,515		271767

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EXECUTIVE SECRETARY II

High School Principal
Bookkeeper
Director of Special Services

EXECUTIVE SECRETARY III

Elementary Principals
Assistant Principal - High School
Director of Guidance
Board Office Secretary
Special Services Secretary

SECRETARY I

Guidance Secretary
General Secretaries
Attendance Secretary
Library Secretary