

~~WILLINGBORO~~ 4-2010
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DO NOT
CIRCULATE

AGREEMENT

between

WILLINGBORO TOWNSHIP BOARD OF EDUCATION

and

WILLINGBORO EDUCATIONAL SECRETARIES ASSOCIATION

1969-71

This Agreement made and entered into on this 3rd day of January 1970, by and between the Willingboro Township Board of Education, (hereinafter referred to as the "Board") and the Willingboro Educational Secretaries Association (hereinafter referred to as the "Association").

ARTICLE I

RECOGNITION

A. Pursuant to Chapter 303, Public Laws of 1968 of the State of New Jersey, the Willingboro Township Board of Education hereby recognizes the Willingboro Educational Secretaries Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for all individuals under contract with the Board in the following unit:

1. Secretaries, clerks, clerk typists, library aides, telephone operators, and all clerical personnel employed or to be employed by the Board.

B. Unless otherwise specified in this Agreement, the personnel included in this unit described above shall herein be referred to as employee.

ARTICLE II

NEGOTIATION PROCEDURE

A. In accordance with the provisions of Chapter 303, Public Laws of 1968 of the State of New Jersey, the parties agree to commence negotiations for a successor agreement not later than November 1, 1970.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

C. The parties mutually pledge that their representative shall be clothed with all necessary power and authority to make proposals, consider proposals, and to make counter proposals in the course of negotiations. However, final approval of proposals and counter proposals must be granted by a majority of the entire Board.

D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement as set forth in Article XI, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions:

1. Grievance procedures are means by which employees may appeal the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them.
2. A grievant is the person or persons making the claim.
3. A grievance is defined to mean a claim by an employee that there has been to him or her a misapplication, violation, or misinterpretation of policies, agreements, or administrative decision.

B. Purpose:

1. The purpose of this procedure is to procure equitable and proper solutions of grievances at the lowest possible level.

C. Procedure:

1. Any employee shall have the right to appeal the application of policies, this agreement, and administrative decisions affecting him through the grievance procedure within thirty (30) calendar days of the event, or 30 calendar days from the time the employee should have known of the event.
2. The parties agree that in present his grievance, the grievant shall be assured freedom from coercion.
3. The individual has the right to either represent himself in the grievance procedure or to use a representative selected or approved by the Association or a representative approved and selected by himself. Whenever an employee is not represented by the Association, the Association shall have the right, commencing with Step 3 hereinafter set forth, and all subsequent steps, to present the Association's position in writing.

4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a grievant, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

5. STEP 1. Whenever a grievant has a grievance, he shall first discuss this claim informally with his immediate supervisor who will attempt to resolve it. The supervisor shall be allowed seven (7) calendar days to study the problem before giving the grievant his determination.

6. STEP 2. If the grievance is not resolved by the respective superior to the satisfaction of the grievant in Step 1, the grievant has 7 calendar days in which to put his grievance in a formal written presentation. Said presentation shall indicate the nature of the complaint, and specific facts relevant to its resolution. Said presentation shall be forwarded to his superior with whom the informal conference in Step 1 was held. The supervisor's decision shall be rendered in writing within 7 calendar days of the receipt of the formal complaint.

7. STEP 3. A grievant may appeal the decisions rendered in Step 1 and 2 within 7 calendar days of receipt of opinion in Step 2 by making a formal written appeal to the superintendent of schools. The supervisor involved in Steps 1 and 2 shall file a written report upon notification by the superintendent of schools. The superintendent of schools or his designated representative shall within 14 calendar days of the filing of said appeal review the formal complaint and render a decision in writing.

8. STEP 4. A grievant may appeal the decision of the superintendent of schools as described in Step 3 within 7 calendar days of the receipt of said decision. His appeal shall be in writing directly to the Board of Education through the Board Secretary. A copy of the appeal shall be concurrently sent to the superintendent. The Board of Education may at its discretion hold a hearing with the grievant and shall render a decision in writing within 30 calendar days after receipt of the appeal.

9. STEP 5. Within 10 days of the decision of the Board of Education described above, a grievant may register his dissatisfaction with the disposition of the grievance with all parties concerned, and request that the grievance be submitted to arbitration. The arbitrator shall be selected according to the prevailing labor arbitration rules of the American Arbitration Association. The decision of the arbitrator shall be advisory, and the Board reserves the right to determine and enforce the final decision of the matter.

10. STEP 6. The costs 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.

D. Miscellaneous:

1. Failure at any step of this procedure of one charged with rendering a decision, to do so within the specified time limits, shall permit the aggrieved employee to proceed to the next step.

2. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step, and said decision will be deemed a final determination of the grievance.

3. When an employee is not represented by the Association, the Association shall have the right to state its views at all steps of the procedure after Step 2.

4. The discharge of a non-tenure employee shall under no circumstances be a grievable subject under this Article.

ARTICLE IV

EMPLOYEE RIGHTS

A. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position, or employment, or the salary or any increments pertaining thereto, then he shall be given prior 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.

ARTICLE V

SALARIES

A. The salary of each employee for twelve months of work shall be determined by Step and Category, in accordance with the chart annexed hereto as paragraph D of this Article. The salary of each ten-month employee shall be five-sixths ($5/6$) of the sum to which such employee would be entitled for twelve months of work, as determined by said chart.

B. The category of each employee shall be determined by the Assistant Superintendent in charge of personnel, under the direction of the Board of Education. Each new employee shall have a beginning salary based upon the appropriate Category and computed at Step 1, regardless of experience. Upon a showing of the skill, competence, and performance required by the job, each employee shall at the beginning of each succeeding school year advance to the next highest step.

C. In addition to the above-described salary, each twelve-month employee in continuous employment of the Willingboro Board of Education shall receive a longevity increment in annual salary, in the sum of \$100.00, commencing at the beginning of the fourth, seventh, tenth, thirteenth and sixteenth school years next succeeding the initial date of continuous employment. Service prior to July 1, 1958, shall not be included in determining length of continuous employment.

D. All present employees shall be placed on the proper step of the guide commensurate with grade classification and consecutive years of experience in the district.

ARTICLE V
SALARY GUIDE

STEP	CLASS I (10 mos.) Library Resource Aides	CLASS II Clk. Typist other than Adm. Office	CLASS III Clk. Typist Adm. Off. Tel. Oper.	CLASS IV School Sec'y. Sec'y in Rdg. Off. Sec'y in Spec. Ser. Other Sec'y, Cen. Off.	CLASS V Asst. Payroll Acct. Pay. Acct. Rec.	CLASS VI Adm. Sec'y Asst. Bd. Sec'y Hd. Payroll Clk.
1.	\$3000	\$3700	\$3800	\$4300	\$4400	\$4600
2.	3120	3848	3952	4472	4576	4784
3.	3245	4002	4110	4651	4759	4975
4.	3375	4160	4274	4837	4949	5174
5.	3510	4320	4445	5030	5147	5381
6.	3730	4493	4623	5231	5353	5596
7.	3879	4673	4808	5440	5567	5820
8.	4034	4860	5000	5657	5790	6053
9.	4195	5054	5200	5883	6022	6295
10.	4363	5256	5408	6118	6263	6547
11.	4438	5466	5624	6363	6516	6809
12.	4616	5685	5849	6618	6777	7081

ARTICLE VI

HOURS OF WORK

A. All secretarial and clerical personnel shall work seven hours per day, exclusive of the one hour lunch period, in accordance with individual school hours or as established by the Superintendent of Schools. The regular work week shall be 35 hours. All approved work required over 40 hours in a five day week shall be paid at the rate of time plus one-half.

B. The working school year for ten-month employees will be from September 1 through June 30, inclusive. The working school year for twelve month employees will be from July 1 through June 30, inclusive.

C. The parties hereto recognize that there are, and may be in the future, a number of contracted employees in the unit who are employed on a part-time basis and to whom paragraphs A and B above are not applicable. Said employees shall be compensated in accordance with the salary guide set forth in Article V hereof, with their salaries to be prorated in accordance with the respective periods of time for which they are employed. Sick leave for such employees shall be similarly pro-rated. Said employees shall be entitled to such holidays and other paid leave as set forth in Article VIII hereof, payment to be at the applicable rate computed as set forth herein. All such employees who hold twelve month contracts shall be entitled to vacations in accordance with the provisions of Article IX hereof at their applicable rate of pay.

ARTICLE VII

POSTING OF POSITION VACANCIES

A. Vacancies in new and existing positions in the unit shall be posted in all offices not later than two weeks before the final date for application for the position.

B. All applicants must apply in writing.

ARTICLE VIII

HOLIDAYS AND LEAVES OF ABSENCE

A. Holidays. All twelve-month employees are entitled to the following holidays with pay, and all ten-month employees are entitled to the following holidays with pay except July 4:

New Year's Day
Good Friday
Memorial Day
July 4

Labor Day
Thanks giving Day and the
day following
Christmas Day

The aforementioned holidays, eight (8) in number, are guaranteed to the employees; if any such holidays shall fall on a Saturday, the employees shall be entitled to celebrate the same on the preceding Friday, and if any such holidays shall fall on a Sunday, the employees shall be entitled to celebrate the same on the following Monday.

B. Convention. All employees are entitled to two days of absence with pay for the purpose of attending the annual NJEA Convention, provided that applications for permission and proper certificates of attendance are filed with the Board, pursuant to N. J. S. A. 18A:31-2.

C. Sick Leave. All employees shall be entitled to ten (10) days of sick leave with full pay in any one working school year, except that employees whose total continuous employment by the Board of Education is less than ten full months shall become entitled to sick leave at the rate of one day of sick leave for each month of employment.

D. Emergency Absence.

1. Death in Family. All employees, upon application for permission, shall be entitled to three days off with full pay in the event of death in the immediate family. The "immediate family" shall mean father, mother, wife, husband, child, brother and sister. All employees, upon application for permission, shall be entitled to one day off with full pay in the event of death of grandparents, nephews, nieces, uncles, aunts, father-in-law, mother-in-law, brother-in-law or sister-in-law.

2. Personal Business. All employees, upon twenty-four (24) hours notice, shall be entitled to a maximum of two (2) days with pay to conduct personal business, during the fiscal year July 1, 1969, to June 30, 1970, with the understanding that any such days taken prior to the execution of this contract shall be charged against this allotment. During the fiscal year beginning July 1, 1970, through June 30, 1971, all employees, upon 24 hours notice, shall be entitled to three (3) days with pay to conduct personal business.

E. Marriage. Any employee may take up to five (5) consecutive working days for marriage and honeymoon, three (3) days of which are to be regarded as vacation days and so charged in the current or following year, and the remaining two days to be taken without pay.

ARTICLE IX

VACATION

A. All twelve-month employees shall be entitled to vacations with pay according to the schedule set forth in this Article.

The holidays enumerated in Article VIII, Paragraph A, shall not be counted as a vacation day if they fall on a working day during an employee's vacation as scheduled under this Article.

B. Vacation schedules shall be arranged and coordinated with an employee's immediate supervisor, and be submitted to the Superintendent of Schools for approval at least three (3) weeks prior to the first day of vacation.

C. Schedule.

<u>Length of Continuous Service</u>	<u>Vacation Allowed</u>
Up to 6 months.	0
6 months, but less than 1 year	1 week
One year but less than 5 years	2 weeks
Five years but less than 15 years	3 weeks
Fifteen years and more	4 weeks

ARTICLE X

EMPLOYMENT AND TERMINATION POLICY

A. The Contract of any non-tenure employee covered by this Agreement may be terminated by either the Board or the employee by giving two weeks' written notice to the other, or by the Board for cause at any time.

ARTICLE XI

TERM AND DURATION

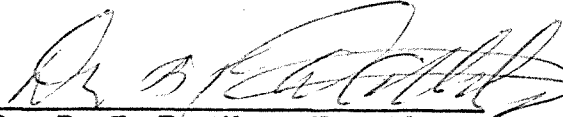
A. This Agreement shall be effective as of July 1, 1969, subject to the rights of the parties to negotiate over a successor agreement as provided in Article II.


B. This Agreement shall not be extended orally or in writing, and it is explicitly understood that it shall expire and terminate absolutely on June 30, 1971.

IN WITNESS WHEREOF the Association has caused this Agreement to be signed by its president and secretary, and the Board has caused this Agreement to be signed by its president, attested by its secretary, and its corporate seal to be placed hereon all on the day and year first written.

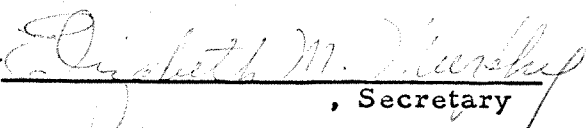
WILLINGBORO TOWNSHIP BOARD
OF EDUCATION

WILLINGBORO EDUCATIONAL
SECRETARIES ASSOCIATION

By 
Dr. B. F. Dattilo , President

By 
, President

By 
Elmer F. Corda, Secretary

By 
, Secretary