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AGREEMENT

Between the

BOARD OF EDUCATION

of

NORTH PLAINFIELD

in

(SOMERSET COUNTY)

and the

NORTH PLAINFIELD ASSOCIATION

of

EDUCATIONAL SECRETARIES

Covering the period from
July 1, 1982, to June 30, 1983

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PREAMBLE

This Agreement is effective the first day of July, 1982, between the Board of Education, North Plainfield, New Jersey, hereinafter referred to as the "Board" and the North Plainfield Association of Educational Secretaries, hereinafter referred to as the "Association" wherein it is mutually agreed as follows:

ARTICLE I

RECOGNITION

I. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all secretarial personnel employed by the North Plainfield Board of Education excluding the Secretary of the Board, the Secretary to the Secretary, the Secretary to the Superintendent of Schools, and the Secretary to Director of Operations.

Unless otherwise indicated, the term "employee", when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

I. Changes

- A. Consistent with P.L. 123, Public Laws of New Jersey 1974, the Board shall not effect any change in terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
- B. In accordance with PERC rules, the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedures set forth herein in good-faith effort on both sides to reach continuing agreement on salaries and other terms and conditions of employment. The Association agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.
- C. Negotiations shall commence with a meeting at a mutually satisfactory place and time. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

II. Modification

- A. This Agreement shall not be modified in whole or in part by the parties except by mutual agreement.
- B. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

I. Definition

"A grievance" shall mean a complaint by an employee that there has been a violation of this Agreement.

II. Right of Employee to Representation

A. Every employee shall have the right to present a grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and to be represented by a person of his/her choice.

III. Procedure

A. Step 1: --An employee who has a justifiable complaint shall first discuss his/her complaint orally, along with the relief sought, with the immediate supervisor within ten (10) working days of event. This discussion shall be held for the purpose of trying to resolve the matter informally. If the employee is not satisfied with the results of the informal discussion, the grievance shall be stated in writing, and shall be submitted to the immediate supervisor within five (5) working days of the informal discussion. The letter should specify:

1. The nature of the grievance.
2. The nature and extent of the loss, injury or inconvenience.
3. The results of previous discussions.
4. The dissatisfaction with decisions previously rendered.
5. The remedy sought by the grievant.

The immediate supervisor shall make a written response containing the decision to the employee within five (5) working days of the receipt of the grievance.

B. Step 2: --In the event that the complaint is not resolved at Step 1 to the satisfaction of the aggrieved employee, the employee shall present the grievance in writing to the Superintendent of Schools within five (5) working days following the decision rendered at Step 1. The appeal to the Superintendent must be made in writing and must detail:

1. The particulars of the grievance as specified in Step 1 above.
2. The employee's dissatisfaction with decisions previously rendered.

III. Procedure (continued)

The Superintendent of Schools shall attempt to resolve the matter within a period not exceeding ten (10) school days from receipt of request and shall communicate the decision as final in writing, together with the supporting reason, to the aggrieved employee.

- C. Step 3: --If the grievance is not resolved to the employee's satisfaction, the employee may request a review by the Board of Education no later than five (5) working days after receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. Within thirty (30) calendar days of receipt of the grievance, the Board or a committee thereof, shall review the grievance and shall, at its option, hold a hearing with the employee and render a decision in writing.
- D. Step 4: --If the decision of the Board of Education does not resolve the grievance to the satisfaction of the employee, and the employee wishes review by a third party, the employee shall refer the grievance to the Association. Within ten (10) working days of receipt of the Board's decision, the Association may request arbitration of the grievance by notifying the Board through the Superintendent.
 - 1. The following procedure shall be used to secure the services of an arbitrator:
 - a. A joint Board-Association request shall be made to the American Arbitration Association to submit a roster of persons fully qualified to function as arbitrators of the grievance in question.
 - b. Should the parties be unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.
 - c. Should the parties be unable to determine a mutually satisfactory arbitrator from the second submitted list, within ten (10) working days of the initial request for arbitration, the American Arbitration Association shall be requested by either the Board or the Association to designate an arbitrator.
 - 2. The arbitrator shall be limited to the issue submitted and shall consider nothing else. The arbitrator shall add nothing to, nor subtract anything from, the Agreement between the parties or from any policy of the Board of Education. The recommendations of the arbitrator shall be binding. Within thirty (30) calendar days of the completion of the arbitrator's hearings, copies of the arbitrator's findings and recommendations shall be given to the Board and to the aggrieved and his/her representatives only.

IV. Costs

- A. The fees and the expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs shall be shared equally.
- B. All other costs shall be borne by the parties incurring them.

ARTICLE IV

RIGHTS AND RESPONSIBILITIES

- I. The Board recognizes the rights, duties and responsibilities of the Association towards its members in protecting their rights of employment.
- II. The Association recognizes the Board's right to manage the school system and to do so by, among other things, assigning work stations and work tasks to members of the Association and by regulating and evaluating their performances in accordance with the rules and regulations made by the Board to carry out the Board's managerial functions and responsibilities.
- III. Any employee who is required to appear for a formal hearing before the Superintendent or the Board of Education shall receive prior written notice of the reasons for said hearing and be advised of the right to be accompanied by a representative of his/her choice.
- IV. Any item of public record on file in the office of the Secretary of the Board of Education shall be available for examination by any bona fide representative designated by the President of the Association.
- V. Members of the Association shall enjoy the same privileges regarding use of buildings and equipment therein as presently provided and consistent with Board policy.

ARTICLE V

DAILY WORK HOURS

The hours of respective professional and non-professional staff shall be determined by the Board of Education. Insofar as it is practical to maintain, the work week shall be as follows:

- A. September 1 - June 30:
The work week for full-time secretaries shall consist of 37½ hours excluding lunch periods, except during the Easter and Winter recesses when summer hours shall be in effect.
- B. Summer Work Hours:
Summer work hours shall be in effect from July 1 through the third week in August and shall consist of 32½ hours per week excluding lunch periods.
- C. Overtime:
In accordance with and to the extent required by New Jersey Statutes, required overtime above forty (40) hours per week shall be compensated at the rate of time and one half above the regular hourly rate. The Superintendent, at his option, may grant compensatory time in lieu of overtime.
- D. Inclement Weather:
When school is closed for a full day due to inclement weather, secretaries shall not be required to work on that day. However, if school is opened at a later hour during the day, secretaries shall be required to report at the opening time. Such days shall be granted without loss of pay.

ARTICLE VI

VACATIONS

In order for a secretarial employee to be eligible for paid vacation, the employee must work full-time, on a twelve month basis. The following vacation benefit is provided to twelve month, full-time secretaries:

- A. One-half day for each full month for employees who have been with the Board of Education for at least one month and not more than eleven months as of July 1.
- B. Two weeks annually for employees who have been with the Board of Education for at least one year and not more than five years as of July 1.

ARTICLE VI - Vacations (continued)

- C. Two weeks plus one day per year after five years for employees who have been with the Board of Education for at least five years but less than ten years as of July 1.
- D. Three weeks per year for employees who have been with the Board of Education for at least ten years but less than fifteen years as of July 1.
- E. Four weeks per year for employees who have been with the Board of Education fifteen years or more as of July 1.

ARTICLE VII

HOLIDAYS

The Board of Education will observe paid holidays for full-time, twelve month and full-time, ten month employees only according to a list published by the Superintendent after the school calendar is adopted each year. As a general practice, the following holidays will be observed as indicated:

	<u>12 Months</u>	<u>10 Months</u>
Independence Day	x	
Labor Day	x	x
Election Day*	x	x
Thanksgiving Day	x	x
Day after Thanksgiving	x	x
Christmas Recess	x	x
(Christmas Eve through New Year's Day)		
**Washington's Birthday (2 days)	x	x
Good Friday	x	x
Easter Monday	x	x
Memorial Day	x	x
Floating recess day	x	x

*when included in school calendar

**consistent with adopted calendar mid-winter recess

Note: If one or more of the designated holidays above falls on a non-scheduled work day, then the Superintendent, after consultation with the Association President, shall designate an alternate compensatory day.

ARTICLE VIII

PROMOTIONS, VOLUNTARY TRANSFERS AND REASSIGNMENTS

- I. Announcements of all open secretarial positions in the school district shall be posted in each building with five working days allowance to file notice of interest with the Superintendent of Schools.
- II. Employees who desire to transfer to an available position may file a written statement of such desire with the Superintendent. It is expressly understood that such determination resides solely with the Board.
- III. All requests for promotions shall be made in writing to the Superintendent. All applications shall be submitted between February 1 and April 1 of each year. Secretaries filing such requests shall be advised in writing of the disposition by June 1 of each year. It is expressly understood that the Board retains sole right of approval and/or rejection.

ARTICLE IX

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- I. A vacancy may be filled by means of involuntary transfer or reassignment if no qualified volunteer is available to fill said position.
- II. Five working days notice of an involuntary transfer or reassignment shall be given to employees except in cases of emergency. In no case will an involuntary transfer be made without a prior meeting with the Superintendent of Schools.

ARTICLE X

EMPLOYEE-ADMINISTRATION LIAISON

The Association's representatives shall meet with the Superintendent or his/her representative no more than once every calendar quarter during the year to review and discuss current problems affecting this Agreement. Nothing herein precludes other meetings under exceptional circumstances.

ARTICLE XI

SICK LEAVE

- I. "Sick Leave" is hereby defined to mean the absence from his/her post of duty of any person because of personal disability due to illness or injury or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his/her immediate household (Section 18A:30-1).
- II. All persons holding any office, position or employment for the North Plainfield Board of Education, who are steadily employed under contract, shall be allowed sick leave as follows:

10-month employees - 11 days
12-month employees - 13 days
- III. Sick leave allowable under the above conditions shall accumulate for use as may be needed for sickness in subsequent years.
- IV. A physician's certificate attesting to the illness or physical disability of an employee may be required in cases where absence for reasons of sickness exceeds three days.

ARTICLE XII

TEMPORARY LEAVES

- I. An employee may be absent without loss of pay if a member of the employees's immediate family dies. Immediate family shall be interpreted to mean the employee's spouse, father, mother, brother, sister, son, daughter, grandparent, grandchildren, father-in-law, mother-in-law, or any other person living as a member of the employee's household. Absence without loss of pay shall be limited to a reasonable length of time. Should there be any question regarding the meaning of "reasonable", the employee should consult the Superintendent before or during the first half-day of absence.
- II. An employee may be absent without loss of pay if an emergency requires him/her to be away from his/her duties. Not more than two (2) days with pay shall be allowed in any school year for this type of absence. Approval from the Superintendent must be obtained prior to or during the first half-day of absence.
- III. An employee may be absent upon prior notification to the Superintendent without loss of pay at such times as absence results from obedience to legal process.

ARTICLE XIII

INSURANCE

The Board shall provide Health Care Insurance including Hospitalization, Medical-Surgical and Major Medical protection equivalent to the benefits provided by the "New Jersey State Health Benefits Program." The Board shall pay the full payment for each eligible employee and dependents. The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve month period commencing on July first and ending June thirtieth for each employee who remains in the employ of the Board for the full school year. Provisions of the Health-Care Insurance Program shall be detailed in master policies held by the Board.

ARTICLE XIV

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its employees dues for the New Jersey Education Association. Such deductions shall be made in compliance with P.L. 233, New Jersey Public Laws of 1969 (NJSA 52: 14-15.9e) and under rules established by the State Department of Education.

ARTICLE XV

AGENCY FEE

- A. Upon receipt of written authorization, the Board shall deduct a representation fee from the wages of each full-time employee (working at least 20 hours per week) who is not a member of the Association and shall remit the monies collected to the Association once each month, not later than the 15th of the month.
- B. The Association agrees to indemnify and hold harmless the Employer from any causes of action, claims, loss of damages incurred as a result of this clause.
- C. Effective July 1, 1982 any employee in the bargaining unit on the effective date of this Agreement who does not join the Association within 30 days thereafter, any new employee who does not join within 30 days of initial employment within the unit and any employee previously employed within the unit who does not join within 10 days of reentry into employment within the unit shall as a condition of employment pay a representation fee to the Association by automatic payroll deduction.

ARTICLE XV - Agency Fee (continued)

- D. The representation fee shall be in an amount equal to 85% of the regular Association membership dues, fees and assessments as certified to the Board by the Association. The Association may revise its certification of the amount of the representation fee at any time to reflect changes in the Association membership dues, fees and assessments. The Association entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the Association remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor Agreement between the Association and the Board.
- E. For the purposes of this provision, employees who are reappointed from year to year shall be considered to be in continuous employment.
- F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2) (c) and (3) (L.1979, c.477), and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Board shall immediately cease making said deductions.
- G. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

ARTICLE XVI

SALARIES

<u>Steps</u>	<u>I</u>	<u>II</u>	<u>III</u>	<u>IV</u>
1	\$ 8,134	\$ 8,377	\$ 8,726	\$ 9,099
2	8,499	8,777	9,181	9,579
3	8,897	9,214	9,677	10,103
4	9,295	9,650	10,174	10,665
5	9,694	10,092	10,670	11,226
6	10,119	10,539	11,172	11,788
7	10,566	11,003	11,674	12,350
8	11,014	11,472	12,181	12,934

Longevity:	10 years	\$200
	15 years	300
	20 years	400

In lieu of adding a step to the salary guide, all secretaries at or above Step 8 shall receive an increase equal to the largest raise granted. For 1982-1983 said raise shall be 9.1%.

- Notes:
1. The primary secretary to the high school principal shall receive a \$700.00 stipend per annum for supervising ten or more other clerical personnel.
 2. Placement of personnel on the above salary columns is the sole prerogative of the Board of Education.

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall come into effect on July 1, 1982, and shall continue in effect until June 30, 1983. The above Agreement was entered into during 1982 by representatives of the Board of Education and representatives of the North Plainfield Association of Educational Secretaries.

BOARD OF EDUCATION

North Plainfield
County of Somerset
State of New Jersey

NORTH PLAINFIELD ASSOCIATION
OF EDUCATIONAL SECRETARIES

Frank G. Eckert

Mary S. Thomson

ATTEST:

Ronald P. Rossi

ATTEST:

Marilyn Mastroianni