

2084

AGREEMENT

BETWEEN THE

SADDLE BROOK BOARD OF EDUCATION

AND THE

SADDLE BROOK EDUCATIONAL OFFICE PERSONNEL ASSOCIATION, INC.

FOR THE

SCHOOL YEARS - 1989-90
1990-91
1991-92

SADDLE BROOK, N.J.

CONTENTS

<u>Article</u>	<u>Page</u>
-- Preamble	3
1 - Recognition	4
II - Negotiation of Successor Agreement	4
III - Grievance Procedure	5, 6, 7
IV - Secretarial and Clerical Staff Advisory Council	8
V - Sick Leave	8
VI - Salary Guides	9, 9-A, 9-B
VII - Personal Days	10
VIII - Working Conditions	10
IX - Tuition Reimbursement	10
X - Insurance Protection	10
XI - Vacations	11
XII - Representation Fee	11, 12, 13
XIII - Duration of Agreement	13

PREAMBLE

This Agreement entered into this 1st day of July, 1989, by and between the Board of Education of the Township of Saddle Brook, New Jersey, hereinafter called the "BOARD" and the Saddle Brook Educational Office Personnel Association, Inc., hereinafter called the "ASSOCIATION".

W I T N E S S E T H:

WHEREAS, the Board and the Association recognize and declare that providing education for the children of the Saddle Brook School District is their mutual aim and that the character of such education depends predominantly upon the quality and morale of the teaching and support staff service, and

WHEREAS, the Board has an obligation, pursuant to the laws of the State of New Jersey to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED, in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I - RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all secretarial and clerical personnel, whether under contract, on leave, employed or to be employed by the Board, excluding : Secretary to the Superintendent and Secretary to the Board Secretary.
- B. 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, and references to female employees shall include male employees.

ARTICLE II - NEGOTIATION OF
SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation regarding a successor Agreement in accordance with Chapter 123, Public Laws, 1974, in a good faith effort to reach agreement concerning terms and conditions of employees' employment. Such negotiations shall begin at such time as established by P.E.R.C. Any agreement so negotiated shall be reduced to writing during the process of negotiations, and shall be subject to ratification by the Board and Association, in its final form.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A Grievance is a claim by an employee or a group of employees or the Association, based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting secretary or clerical or group of secretaries or clericals.

2. Aggrieved person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in interest

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

4. Immediate Supervisor

An "immediate supervisor" is the principal in the school, the co-ordinator/director in the Special Services and the Community School offices, or the School Business Administrator in the Board of Education office.

B. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days should be considered as maximum and every effort be made to expedite the process.

2. In the event a grievance is filed at a time which, if left unresolved for the indicated periods of time, could result in irreparable harm to a party in interest, the time limits shall be reduced so that the grievance procedure may be exhausted as soon thereafter as is possible.

3. If, as a result of discussion with the immediate supervisor, a matter is not resolved to the satisfaction of the aggrieved employee, he shall set forth his complaint in writing to his immediate supervisor with a copy to the Superintendent. The immediate supervisor shall communicate his decision to the employee with a copy to the Superintendent in writing within five school days of the receipt of the written complaint.

4. The aggrieved employee may appeal the immediate supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing with a copy to his immediate supervisor and must set forth the grounds upon which the complaint is based. The Superintendent will attempt to resolve the matter as expeditiously as possible, but within a period not to exceed ten school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the aggrieved employee.

5. If the grievance is not settled after reaching the Superintendent, the Association shall have ten (10) school days to notify the Board whether it intends to appeal the grievance to the Board or to proceed directly to advisory arbitration.

6. Nothing shall preclude the Association's right from proceeding to advisory arbitration at any time after the Superintendent's decision and while awaiting a Board hearing or Board decision.

7. The parties agree that should the grievance go to advisory arbitration, they will utilize the services of the American Arbitration Association.

8. Any grievable matter must be grieved within 45 days of alleged occurrence or grievant will be precluded from remedy.

However, the aggrieved party shall have the option of directly appealing to the Board, or requesting advisory arbitration prior to any such hearing before the Board.

C. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present at all stages of the grievance procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

ARTICLE IV - SECRETARIAL AND CLERICAL STAFF
ADVISORY COUNCIL

The Secretarial and Clerical Advisory Council shall consist of four (4) representatives from the Association and four (4) representatives from Administration and/or Board. It shall meet at the request of the Association or the Administration to consider any matter relating to Secretarial and Clerical personnel in the school system. The Council shall not take the place of the grievance procedures.

ARTICLE V - SICK LEAVE

A. All twelve (12) month employees shall be provided with thirteen (13) sick days per year while all ten (10) month employees shall be provided with eleven (11) sick days per year. All unused sick days are to be accumulated from year to year with no limit.

B. When absence exceeds the annual leave and any accumulated leave, the Board shall pay an employee an additional ten (10) days at half-pay.

C. Upon retirement from the Saddle Brook School System, an employee shall be entitled to payment at his/her per diem rate for unused sick days (including unused personal days) on the basis of one (1) day's credit for each three (3) days sick time accumulated.

The maximum paid under this provision shall be \$13,500; \$14,000; \$15,000 - for the years 1989-90, 199-91, 1991-92 respectively.

In the event of the death of an employee during his/her employment with the district, these benefits would be paid to his/her estate.

ARTICLE VI - SALARY GUIDES

1989-90

NON-CERTIFICATED OFFICE PERSONNEL

<u>Step</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
1	14,393	17,271	14,653	17,583	15,025	17,998	17,294	17,906
2	14,988	17,986	15,258	18,321	15,660	18,777	18,026	18,681
3	15,584	18,701	15,881	19,058	16,296	19,555	18,759	19,457
4	16,179	19,414	16,495	19,795	16,932	20,334	19,492	20,231
5	16,774	20,129	17,109	20,531	17,567	21,114	20,225	21,006
6	17,371	20,845	17,724	21,268	18,202	21,893	20,956	21,781
7	17,966	21,559	18,338	22,005	18,838	22,672	21,691	22,556
8	18,562	22,274	18,952	22,742	19,473	23,450	22,422	23,332
9	19,156	22,987	19,566	23,479	20,108	24,230	23,154	24,106
10	20,528	24,634	21,008	25,209	21,676	25,189	24,943	26,033

CLASSIFICATION

GUIDES

10 Months

12 Months

Clerk Typist	A	B
Secretary - General	C	D
Secretary - Principal	E	F
Accounts Payable - Typist/H.S.	-	G
Payroll - Typist	-	H
Accounts Payable - Typist/Board Office	-	H

LONGEVITY

After 18 Years

After 21 Years

10 month employee	\$ 1,272	\$ 1,817
12 month employee	1,526	2,180

1990-1991

NON- CERTIFICATED OFFICE PERSONNEL

<u>Step</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
1	15,437	18,524	15,716	18,858	16,115	19,303	18,548	19,205
2	16,075	19,290	16,375	19,650	16,796	20,139	19,333	20,036
3	16,714	20,057	17,033	20,440	17,478	20,973	20,119	20,868
4	17,352	20,822	17,691	21,231	18,160	21,809	20,906	21,698
5	17,991	21,589	18,350	22,020	18,841	22,645	21,692	22,529
6	18,631	22,357	19,009	22,810	19,522	23,481	22,476	23,361
7	19,269	23,122	19,668	23,601	20,204	24,316	23,264	24,192
8	19,908	23,889	20,326	24,391	20,885	25,151	24,048	25,024
9	20,545	24,654	20,974	25,182	21,566	25,987	24,833	25,854
10	22,017	26,420	22,531	27,037	23,248	28,088	26,752	27,921

<u>CLASSIFICATION</u>	<u>GUIDES</u>	
	<u>10 Months</u>	<u>12 Months</u>
Clerk Typist	A	B
Secretary - General	C	D
Secretary - Principal	E	F
Accounts Payable - Typist/H.S.	-	G
Payroll - Typist	-	H
Accounts Payable - Typist/Board Office	-	H

<u>Longevity</u>	<u>After 18 Years</u>	<u>After 21 Years</u>
10 Month Employee	\$ 1,390	\$ 1,986
12 Month Employee	1,668	2,383

1991-1992

NON-CERTIFICATED OFFICE PERSONNEL

<u>Step</u>	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>	<u>E</u>	<u>F</u>	<u>G</u>	<u>H</u>
1	16,587	19,904	16,887	20,263	17,316	20,741	19,930	20,636
2	17,273	20,728	17,595	21,114	18,048	21,640	20,774	21,529
3	17,960	21,552	18,302	21,963	18,781	22,536	21,618	22,423
4	18,645	22,374	19,009	22,813	19,513	23,434	22,464	23,315
5	19,332	23,198	19,717	23,661	20,245	24,332	23,308	24,208
6	20,019	24,023	20,426	24,510	20,977	25,231	24,151	25,102
7	20,705	24,845	21,134	25,360	21,710	26,128	24,998	25,995
8	21,392	25,669	21,841	26,209	22,441	27,028	25,840	26,889
9	22,076	26,491	22,537	27,058	23,173	27,923	26,683	27,781
10	23,658	28,389	24,210	29,052	24,980	30,181	28,745	30,002

GUIDES

<u>CLASSIFICATION</u>	<u>10 Months</u>	<u>12 Months</u>
Clerk Typist	A	B
Secretary - General	C	D
Secretary - Principal	E	F
Accounts Payable - Typist/H.S.	-	G
Payroll - Typist	-	H
Accounts Payable - Typist/Board Office	-	H

<u>Longevity</u>	<u>After 18 Years</u>	<u>After 21 Years</u>	<u>After 24 Years</u>
10 Month Employee	\$ 1,522	\$ 2,175	\$ 2,500
12 Month Employee	1,826	2,609	3,000

ARTICLE VII - PERSONAL DAYS

- A. Each employee shall be granted three (3) personal days and shall not be requested to state the reasons for taking such leave.
- B. Requests for personal days shall be submitted to the Superintendent not less than two (2) days prior to the date for which the leave is requested. Approval for a personal day leave will not be granted prior to or immediately following a school holiday.
- C. For each personal day not utilized an additional day shall be added to accumulated sick leave.

ARTICLE VIII - WORKING CONDITIONS

- A. All office personnel will work a 7½ hour day including one-hour for lunch.

ARTICLE IX - TUITION REIMBURSEMENT

Tuition reimbursement for college level courses in work related areas at the prevailing state college tuition. Limit of six (6) credits per year. Courses must be approved by the Superintendent of Schools.

ARTICLE X - INSURANCE PROTECTION

- A. The Board agrees to provide without cost to the employee the Public and School Employee Health Insurance Program administered through the New Jersey Division of Pensions. The Board agrees to provide 100% of the costs of the above program under the family plan where applicable to the employee.
- B. The Board agrees to provide without cost to the employee dental insurance administered through the Pension Life Insurance Company of America. The Board shall have the right to change the carrier providing that such change

does not result in any loss of benefit. The Board agrees to provide 100% of the cost of the above program under the family plan where applicable to the employee.

C. The Board shall provide without cost to the employee, a \$1.00 co-pay full family prescription plan.

D. Beginning July 1, 1987, the Board shall pay the medical insurance premiums for retired office personnel and their families as permitted under the regulations of the State Health Benefits Plan, Chapter 88, P.L. 1974.

ARTICLE XI - VACATIONS

A. Twelve month employees shall be entitled to the following paid vacation time:

Less than one (1) year employment - 5 working days

One (1) year employment to six (6) years - 10 working days

Over six (6) years employment to ten (10)

years employment 15 working days

Over ten years employment 20 working days

ARTICLE XII-REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee during the remainder of the membership year in question. The deductions will begin 30 days after the employee begins his or her employment in a bargaining unit position.

D. Termination of Employment

If an employee who is required to pay a representation fee terminated his/her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question and promptly forward same to the Association.

E. Mechanics

Except as otherwise provided in this Article, the mechanics

for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

ARTICLE XIII-DURATION OF AGREEMENT

A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date commencing July 1, 1989 at 12:01 AM and terminating upon June 30, 1992, at midnight, of this Agreement to employees covered by this agreement as established by the rules, regulations and/or policies of Board in force on said date, shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

B. Any individual contract between the Board and any individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.

JULY 1, 1989

SADDLE BROOK EDUCATIONAL OFFICE PERSONNEL ASSOCIATION, INC.

By: _____ LORAIN TOEPERT
President

By: _____ BARBARA PIELKA
Recording Secretary

SADDLE BROOK BOARD OF EDUCATION

By: _____ SUSAN SYME
Board President

By: _____ EDMUND J. KOTULA
Board Secretary

BOARD OF EDUCATION

President Susan Syme

Vice President Barbara Lumia

Patricia Brantner Lorraine L. Lowry

Florence Ficker Chriss Mangano

Dennis Gerber Sebastian P. Salierno

Frank Verost

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SADDLE BROOK EDUCATIONAL OFFICE PERSONNEL ASSOCIATION, INC.

President Loraine Toepert

Vice President Rosemary Galvin

Treasurer Barbara Trella

Secretary Barbara Pielka