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THIS BOOK DOES
NOT CIRCULATE

AGREEMENT
BETWEEN THE
BOARD OF EDUCATION
WOODBIDGE TOWNSHIP, NEW JERSEY
AND THE
WOODBIDGE TOWNSHIP SCHOOL CLERKS AND SECRETARIES
LOCAL #1405
AMERICAN FEDERATION OF TEACHERS
AFL-CIO
JULY 1, 1969, THROUGH JUNE 30, 1970

ARTICLE I

AGREEMENT

This Agreement is entered into this 26th day of May, 1969 by and between the Woodbridge Township Board of Education, hereinafter referred to as the "Employer", and the Woodbridge Township School Clerks and Secretaries Local #1405, ^{American Federation of Teachers} /AFL-CIO, hereinafter referred to as the "Union". The provisions of this Agreement shall become effective July 1, 1969 and shall remain in effect through June 30, 1970.

Copies of this agreement shall be distributed to each clerk and secretary in the Union. New personnel hired as a clerk or a secretary shall be provided with a copy of this agreement.

ARTICLE II

RECOGNITION

Pursuant to Chapter 303, New Jersey Statutes, 1968, the Employer recognizes the Union, above mentioned, as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all clerks and secretaries exclusive of the secretary to the Superintendent of Schools and the secretary to the Secretary of the Board of Education.

ARTICLE III

JOB DUTIES

Job descriptions specifying the duties for all job classifications covered by this Agreement shall be provided by the employer by June 30, 1969. Job classifications established after the above date for any newly created jobs to be covered by this Agreement, shall be specified by job descriptions provided by the employer at the time the position is created. Salary scales for any new job classifications covered by this Agreement shall be negotiated between the employer and the union.

ARTICLE IV

OVERTIME

The regular work week for clerks and secretaries shall consist of five, seven-hour days. Work performed in excess of seven hours in any one day or thirty-five hours in any one week shall be overtime. Employees requested to work overtime other than Sundays or Holidays shall be compensated at one and one half times the regular straight time hourly rate. All overtime on Sundays and Holidays will be compensated at double the regular hourly rate. In computing overtime pay for the work week, an idle holiday shall be counted as equivalent to seven hours of work.

ARTICLE V

BENEFITS

SICK LEAVE

Leave without pay deduction for personal illness in any one employment year shall be granted in accordance with the following schedule:

- a) 10 days for clerks and secretaries with more than six months but less than 5 years continuous employment in the district.
- b) 20 days for clerks and secretaries with more than 5 years but less than 10 years continuous employment in the district.
- c) 30 days for clerks and secretaries with more than 10 years but less than 20 years continuous employment in the district.
- d) 40 days for clerks and secretaries with more than 20 years continuous employment in the district.

No sick leave entitlement is to accrue to employees while on leave of absence.

Unused sick days in any school year may be used in subsequent years for additional sick leave without pay deduction. The number of accumulated sick days is unlimited, but not more than ten days per year may be accumulated.

A physician's certificate must be filed following an absence due to illness of three successive days.

Clerks and secretaries shall be provided with an annual accounting of accumulated sick leave by September 30th.

DEATH IN FAMILY

Leave, without deduction of pay, for not exceeding five (5) days (to commence the day of notice of death or the following day) shall be granted in case of death of wife, husband, son, daughter, parent, brother, sister or grandparent, or in case of death of a relative residing in the immediate household.

Leave for not exceeding two (2) school days shall be granted to attend the funeral of other near relatives.

MATERNITY LEAVE

A clerk or secretary, if under tenure, may apply for a maternity leave as soon as she becomes aware of her pregnancy, but not less than four months before the approximate date of confinement. Request for such leave shall be submitted to the Superintendent on the official maternity leave forms provided by the Board.

HOSPITALIZATION AND MEDICAL INSURANCE

Group hospitalization and medical plans as well as a group major medical insurance plan shall be provided by the Board of Education for all employees covered by this Agreement and their dependents.

VACATION

All vacation schedules must be approved by the immediate supervisor and the Superintendent or Board Secretary.

Ten month clerks

Required regular time assignment for ten month clerks is 1330 hours per employment year. Ten month clerks are compensated for an additional 35 hours paid in lieu of vacation. The amount of this vacation compensation is included in the basic salary guide for ten month clerks. To the extent that a ten month clerk is required to work for more than 1330 hours in one employment year, exclusive of overtime, said clerk shall be compensated for the additional time at a rate proportioned to the employee's basic annual salary pro-rated on the basis of 1365 hours.

Twelve month clerks and secretaries

Clerks and secretaries employed continuously for six months to one year	-- one week
Clerks and secretaries employed continuously for more than one year but less than five years	-- two weeks
Clerks and secretaries employed continuously for five years or more but less than fifteen years	-- three weeks
Clerks and secretaries employed continuously for fifteen years or more	-- four weeks

HOLIDAYS

Twelve month administrative clerks and secretaries shall be entitled to the following holidays:

Labor Day	Christmas Eve	Good Friday
Columbus Day	Christmas Day	Easter Monday
Election Day	New Year's Eve	July 4th
Veteran's Day	New Year's Day	Memorial Day
Thanksgiving Day	Lincoln's Birthday	
Day after Thanksgiving	Washington's Birthday	

When one of the above holidays falls on a Saturday or a Sunday employees will be entitled to a compensatory day which they may take at their discretion during the months of July and August or at other times with prior approval of their supervisor.

ARTICLE VI

SUPERVISION

Clerks and secretaries shall work under the direction of an assigned supervisor who will assign and schedule work to be done, establish reasonable and fair due dates for work, and monitor performance.

No clerk or secretary shall be required to work without supervision for extended periods of time.

ARTICLE VII

PROMOTION AND TRANSFER

All vacant and new positions covered by this Agreement shall be advertised throughout the school system giving each clerk or secretary in the system an opportunity to apply. Said announcement shall also contain methods for applying for said positions. Appointments shall be made on the basis of qualifications and seniority.

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ARTICLE VIII

GRIEVANCE PROCEDURE

Grievances arising out of the provision of this Agreement shall be governed by the following:

- A. A grievance shall mean a complaint by any employee (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this agreement between the Federation and the Board of Education or (2) that insofar as matters covered by the agreement he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply (a) to any matter as to which the Board of Education is without authority to act, or (b) to the complaint of a non-tenure clerk or a non-tenure appointment of a tenured clerk, which arises by reason of his not being re-employed or reappointed to the non-tenure position.

As used in this article, the term "employee" shall also mean a group of employees having the same grievance, or the Union. A grievance to be considered under this procedure must be initiated by the employee within 30 calendar days of its known occurrence.

- B. A clerk with a grievance shall first discuss it with his immediate superior either directly or through the Union's designated representative with the objective of resolving the matter informally.
- C. If the clerk submitting the grievance is not satisfied with the disposition of his grievance, after having discussed it with his immediate superior or if no decision has been rendered within five school days after presentation of the grievance, he may file the grievance in writing with the Union. The Union may submit the grievance within five school days to the Superintendent of Schools.

- D. If the person submitting the grievance is not satisfied with the disposition of his grievance by the Superintendent or if no decision has been rendered within ten school days after the grievance was delivered to the Superintendent, he may request in writing that the Union submit the grievance within 15 school days to the Board of Education. The Board or a committee thereof shall review the grievance and shall hold a hearing with the employee and render a decision in writing within 15 calendar days of receipt of the grievance by the Board or the date of the hearing with the employee whichever comes later. If the clerk submitting the grievance is not satisfied with the decision of the Board, the clerk may request in writing that the Union submit the grievance to arbitration.
- E. Binding arbitration shall take place when requested after action by the Board of Education. The following procedure will be used to secure the services of an arbitrator:
1. Either party may request the American Arbitration Association in accordance with its rules to submit a list of persons qualified to function as an arbitrator in the dispute in question.
 2. Either party may request a second list of arbitrators if the first list is unsatisfactory to it. In the event that no arbitrator is selected from the second list, the American Arbitration Association shall designate an arbitrator in accordance with its rules. The parties will arrange to have arbitration meetings held at times which will not interfere with normal operation of the schools whenever possible.
- F. The arbitrator shall limit his recommendations strictly to the application and interpretation of the provisions of this agreement and he shall be without power or authority to make recommendations contrary to or inconsistent with the terms of the Agreement or of

applicable law, rules or regulation having the force and effect of law.

- G. The recommendation of the arbitrator shall be binding. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitrator's hearings.
- H. The arbitrator's fee shall be shared equally by the parties to the dispute.
- I. The Board agrees that it will apply to all substantially similar situations the decision of the arbitrator, which is has accepted sustaining a grievance, and the Union agrees that it will not bring or continue any grievance which is substantially similar to a grievance denied by the decision of the arbitrator.
- J. Any aggrieved person may be represented at all levels of the grievance procedure by himself or at his option by a representative selected or approved by the Union. When a clerk is not represented by the Union, the Union shall have the opportunity to be present at its option and may state its views at all stages of the grievance procedure.

ARTICLE IX

SALARIES

Salary scales for clerks and secretaries for the period July 1, 1969 to and including June 30, 1970, are shown, attached, as Schedule "A".

ARTICLE X

SAVINGS CLAUSE

The Employer and the Union agree to carry out the commitments contained herein and the provisions thereof and give them full force and effect.

It is agreed by the parties that no provisions of this Agreement may be altered except by mutual consent of both parties and by an instrument in writing duly executed by both parties and said changes mutually agreed to shall have the force and effect of all other provisions of this Agreement.

If any provision of this Agreement is declared to be illegal and not binding by a proper legislative or judicial authority, all other provisions are to remain in full force and effect and this Agreement will remain in force with the void provision deleted.

It is agreed that any changes in benefits or any new rules or modifications of existing rules governing working conditions as they may pertain to employees covered by this Agreement shall be negotiated with the Union.

The Union agrees and recognizes that the employer reserves to itself sole jurisdiction and right, in compliance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education to hire, assign, promote and direct employees covered by this Agreement or to take disciplinary action against said employees (up to and including discharge) for just cause, to direct school operations, and to take whatever other actions may be necessary to accomplish the mission of the school district except as may be specifically provided by the language of this Agreement.

ARTICLE XI

DUES DEDUCTION

The Employer agrees to deduct from the salaries of the clerks and secretaries dues for the Woodbridge Township School Clerks and Secretaries Union, Local 1405, American Federation of Teachers, AFL-CIO, in compliance with Chapter 310, Public Laws of the State of New Jersey 1967 and on the rules established by the State Department of Education. Such monies collected together with records of any corrections shall be transmitted to the Treasurer of the Union by the fifteenth of each month following the monthly pay period in which deductions were made. Authorization for dues deduction shall be in writing. Deductions are to be made with the understanding that said deductions may be discontinued only if the person originally authorizing deductions files such notice of withdrawal in which case dues deductions will terminate as of January 1st next succeeding the date on which notice of withdrawal was filed. Authorization of dues deduction are to be forwarded to the Secretary of the Board of Education. Notices of withdrawal are to be forwarded to the secretary of the Union and to the Secretary of the Board.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their seals to be placed hereon, all on the day and year first above written.

WOODBIDGE TOWNSHIP BOARD OF EDUCATION

BY Charles J. Famula
President

BY J. C. Cadwalader
Secretary

WOODBIDGE TOWNSHIP CLERKS AND SECRETARIES LOCAL 1405 AFT, AFL-CIO

BY Margaret Claus
President

BY Mildred J. Teteco
Secretary

ENCLOSURE
1970/11/10

SCHEDULE A

<u>Secretaries</u>	<u>Senior H. S. (1638 hours)</u>	<u>Other (1715 hours)</u>
1.	\$ 4803	\$ 5006
2.	5005	5217
3.	5206	5428
4.	5408	5639
5.	5660	5903
6.	5912	6166
7.	6164	6430
8.	6416	6694
<u>9.</u>	<u>6668</u>	<u>6958</u>
21.	6920	7222
22.	7172	7486

<u>Clerks</u>	<u>10 month (1365 hours)</u>	<u>12 month (1638 hours)</u>	<u>12 month Admin. (1715 hours)</u>
1.	\$ 3586	\$ 4303	\$ 4506
2.	3754	4505	4717
3.	3922	4706	4928
4.	4090	4908	5139
5.	4300	5160	5403
6.	4510	5412	5666
7.	4720	5664	5930
8.	4930	5916	6194
<u>9.</u>	<u>5140</u>	<u>6168</u>	<u>6458</u>
21.	5350	6420	6722
22.	5560	6672	6986