

#845

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INSTITUTE OF MANAGEMENT
ALBANY
JUN 23 1992
RUTGERS UNIVERSITY

AGREEMENT BETWEEN
BOARD OF EDUCATION OF MARGATE CITY
AND
MARGATE EDUCATIONAL SECRETARIES ASSOCIATION
1990-1994

278

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ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Margate Educational Secretaries Association as the exclusive representative for collective negotiations for all personnel whether under contract, on leave, or as may be hired by the Board, including:

full time secretaries, clerks, typists and non-certified clerical personnel, and excluding:

teacher aides, superintendent's secretary and assistant to Board secretary.

B. Definition of Secretaries

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

ARTICLE II
NEGOTIATIONS PROCEDURE

A. Deadline Date

The parties agree to enter into collective negotiation in accordance with Chapter 123, Public Laws 1974 in good faith effort to reach agreement. Such negotiations shall begin not later than December first of the calendar year preceeding the calendar year in which this agreement expires.

B. Modification

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.

C. Negotiating Representatives

Neither party in any negotiations shall have any control over the selection of the negotiating representative(s) of the other party. The parties mutually pledge that their representative(s) shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter-proposals in the course of negotiations to the extent permitted by State Statutes. The parties agree to follow the procedures outlined in the agreement and to use no other channels to resolve any items under negotiation until the procedures within this agreement are exhausted.

D. Negotiation of Successor Agreement

Negotiations shall commence at a mutually satisfactory place within 15 school days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During the negotiation the Board and the Association shall present relevant data, exchange points of view. Each party shall make available upon request, any information or data which is part of the public domain. 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.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a secretary or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a secretary or a group of secretaries.

2. Aggrieved person

An "aggrieved person" is the person or persons or 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 secretaries. Both parties agree that these proceedings will be kept informal and confidential.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the grievance must be initiated at step one within ten (10) school days of the occurrence and the number of days indicated at each level should be considered as a maximum; and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual Agreement.

2. Year end grievances

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, every effort shall be made to complete the procedure as soon as practicable.

3. Level one-principal or immediate superior

A secretary or secretaries with a grievance shall first discuss it with her principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. A decision shall be made within five (5) school days in writing.

4. Level two-superintendent

If the aggrieved person is not satisfied with the disposition of her grievance at level one, the grievance may be filed in writing with the Superintendent within five (5) school days after the decision is made at Level 1. The Superintendent shall render a decision in writing within eight (8) days after receiving the written grievance.

5. Level three-Board of Education

If the aggrieved person is not satisfied with the disposition of her grievance at level two, the grievance may be filed in writing with the Board of Education through the Board Secretary within eight (8) school days after the Superintendent's decision. The Board of Education shall make a decision in writing on the grievance within fifteen (15) calendar days after receipt of the grievance.

D. Rights of secretary to representation

Any aggrieved person may be represented at all stages of the grievance procedure by herself, or at her option, by a representative selected or approved by the Association. There must be a forty-eight (48) hours notice

that a designated representative will be present, prior to any scheduled meeting.

E. Meetings and Hearings

1. No meetings and hearings under this procedure shall be conducted in public. They shall include only such parties in interest and their designated or selected representatives, heretofore to in this Article.

2. Reprisals

No reprisals of any kind shall be taken by the Board, the Association, any member of the administration against any other participant in the grievance procedure by reason of such participation.

F. Any negotiated changes during the term of this Agreement in the Grievance Procedure in the contract between the Margate Education Association and the Margate Board of Education will be incorporated into and made a part of this Agreement.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

B. No employee shall be disciplined, defined as, reprimanded in public, reduced in rank or compensation, or deprived of any promotional opportunity, without just cause.

C. Whenever any employee is required to appear before the Board, or any committee thereof, concerning any matter which could adversely affect the continuation of that employee in her position, employment, or the salary or any increment pertaining thereto, then she 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 her and represent her during such meeting or interview.

ARTICLE V

SECRETARY WORK YEAR AND HOURS

A. In-School Work Year

The in-school work year for secretaries employed on a ten (10) month basis shall be from September 1st to June 30th.

B. Work Day

The total in-school work day shall consist of not more than eight (8) hours which shall include a duty-free lunch hour.

C. Extended Work Year

1. Bargaining unit personnel employed on a ten (10) month basis may be required to work an additional month at the beginning of the school year or at the end of the school year.

2. Compensation for each month of additional work will be at the rate of 10% of the yearly salary.

3. Secretaries unable to use all of their time off in the summer will be compensated with time off during the school year which will be agreed upon by both the employee and superintendent.

ARTICLE VI

SALARIES

A. Salary Schedule

The salary scales for 1990-94 for each secretary covered by this agreement are set forth in Schedule "A" which is attached hereto and made a part hereof.

B. Method of Payment

1. Eleven/Twelve Month Employees

Each secretary employed on a eleven/twelve month basis shall be paid in twenty-six (26) bi-weekly installments.

2. Ten (10) Month Option

Each secretary employed on a ten (10) month basis will be paid every other Friday over a ten (10) month period between September 1st and June 30th. Any secretary may elect to have ten percent (10%) (to the nearest multiple of five) of her gross pay deducted and deposited with the Guardian Savings and Loan Association. Once authorized, such salary deduction shall continue for the remainder of the school year.

3. Salaries will be paid every other Friday commencing the second Friday of September.

4. When a pay day falls on or during a school holiday or vacation, secretaries shall receive their paychecks on the last previous working day.

C. Notification of Contract and Salary

Employees shall be notified of their contract status for the ensuing year no later than April 30th of the current school year. If notice is not sent then, it shall be deemed to be an offer of employment for the coming year.

D. Insurance Protection

1. The non-professional staff has the option of membership in the Blue Cross Hospital Service Plan of New Jersey including Rider J and the Blue

Shield Medical-Surgical Plan of New Jersey and Major Medical Program provided by New Jersey Public and School Employees Health Benefits Plan. Premiums are paid by the Board for the staff member and her family as required.

2. The Board will contribute toward a mutually agreed Dental Plan for all employees represented by the Association as follows:

a. Single coverage: One hundred per cent (100%) of cost not to exceed twenty-two (\$22.00) per employee per month for twelve (12) months.

b. Husband-wife or family coverage. A contribution of twenty-two dollars (\$22.00) per employee per month for twelve (12) months toward premium cost or if total cost is less than twenty-two dollars (\$22.00) per employee per month, the Board shall pay the lesser amount.

3. The Board will contribute toward a mutually agreed Prescription Plan for all employees represented by the Association effective 7/1/86 as follows:

a. Single coverage: One hundred percent (100%) of cost not to exceed \$13.00 per employee per month for twelve (12) months.

E. Severance/Retirement

Any employee who has completed fifteen (15) years of service and voluntarily leaves the school system or who is eligible for retirement according to Title 18A, will be awarded a one time only grant based on the number of unused sick days up to a maximum of one hundred (100) days. The grants will be compensated at twenty-five dollars (\$25.00) per unused sick leave day.

F. Death Benefit

In the event of the employee's death, beneficiaries of the deceased employee will receive the financial sick leave benefit.

ARTICLE VII

ABSENCES

A. Sick Leave

1. Accumulative

As of September 1, of each school year all secretaries employed shall be entitled to ten (10) sick leave days for 10 month employees and eleven (11) sick leave days for eleven/twelve month employees each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

2. Non-accumulative

Secretaries shall be allowed leave of absence for illness in the immediate family, i.e. spouse, children, or dependent parent, with full pay for a maximum of ten (10) school days in any school year.

3. In case of three (3) or more consecutive days of sick leave claimed, the Board of Education and/or its agent, may require a Physician's Certificate to be filed with the Secretary of the Board.

B. Temporary Leaves

1. Personal

Up to three (3) days leave of absence in any school year may be granted for personal business, legal business, household or family matters, death of a friend or non-member of the immediate family, which require absence during school hours. Application to the principal or other immediate superior for personal leave shall be made at least seven (7) days before taking such leave (except in the case of emergencies) and the applicant shall not be required to state the reason for taking such leave other than that he/she is taking it under this section.

2. Other

There shall be no deduction of salary for absence occasioned by visiting schools or attending educational meetings under authorization of the principal and superintendent, for non-personal by subpoena legal proceedings, by quarantine (where the employee is not ill) or for religious observance.

3. Death in Family

Up to five (5) days at any one time in the event of death in the immediate family: spouse, child, in-law child, parent, in-law parent, brother or sister.

ARTICLE VIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1990 and shall continue in effect until June 30, 1994, subject of the Association's right to negotiate over a successor Agreement as provided in Article II. 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. Except that this Agreement shall otherwise provide, all other rights reserved to either Party by Public Law 123 or other statutes are hereby reserved to that Party and shall continue to be applicable during the term of this Agreement.

C. During the term of the Agreement, neither Party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the Parties at the time they negotiated or executed this Agreement.

D. In Witness thereof, the Parties hereto have caused this Agreement to be signed by their respective Presidents attested by their respective Secretaries.

BOARD OF EDUCATION

Michael Becker

President

Carol Sutton

Secretary

October 14, 1990

Date

SECRETARY ASSOCIATION

Jean Adwent

President

Sylvia Paul

Secretary

Oct. 10, 1990

Date

SCHEDULE "A"

SALARIES

	1990-91	1991-92	1992-93	1993-94
LIBRARY AIDES (10 MONTHS)				
Gerri Smallwood	12,597	13,542	14,354	15,000
Dolores Theodore	17,747	19,078	20,222	21,132
SECRETARY (10 MONTHS)				
Sylvia Paul	21,770	23,402	24,806	25,922
SECRETARY (11 MONTH)				
Diane Grady	19,246*	20,689*	21,930*	22,917*
Joan Schwenk	17,820*	19,156*	20,306*	21,220*

* -This figure represents the total 11 month salary.