

BARRINGTON BOARD OF EDUCATION

Barrington, N.J.

PREAMBLE

WHEREAS, the Board of Education is required by law to negotiate with its employees as to the terms and conditions of employment and grievances; and the parties hereto through negotiations in good faith, have reached agreement on all such matters and such agreement is hereby reduced to writing, as required by law.

Barrington Board of Education and  
Barrington Educational Secretaries Assoc.

1977-1979

Camden County

## ARTICLE I - RECOGNITION

1. The Board hereby recognizes the Barrington Educational Secretaries Association as the exclusive "representative" as defined by Title NJSA 34:13a-1 et seq. for all school secretaries employed by the Barrington Board of Education.
2. The Board agrees not to negotiate with any other organization other than that designated as the representative pursuant to the "New Jersey Employer-Employee Relations Act" for the duration of this agreement.

3. Definition of Employee

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 11 - MANAGEMENT RIGHTS CLAUSE

1. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the state of New Jersey, including, but without limiting the generality of the foregoing, the right:
  - (a) To the executive management and administrative control of the school system, and its properties and facilities, and the activities of its employees;
  - (b) To hire all employees, and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote and transfer all such employees;
2. The exercise of the foregoing powers, right, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof; and the use of judgment and discretion in connection therewith; shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms, hereof are in conformation with the applicable laws and regulations of the State of New Jersey.
3. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the New Jersey School Law, commonly known as Title 18A or any other national, state, county, district, or local laws or regulation as they pertain thereto.

## ARTICLE III - GRIEVANCE PROCEDURE

### Definition

A "grievance" shall mean a complaint by an employee of the Barrington School System that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of this contract or of an established policy governing employees, or an administrative decision affectiving employees. A grievance, to be considered under this procedure, must be initiated by the grievant (the employee or Association) within thirty (30) calendar days from the time the grievant knew or should have known of its occurrence.

### Procedure

1. All meetings and hearings under this procedure shall be conducted in private and shall include only interested parties and/or their designated or selected representatives.
2. Any employee who has a grievance shall discuss it first with his principal, if applicable, in an attempt to resolve the matter informally at that level.
3. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 10 school days, he shall set forth his grievance in writing to his principal specifying:
  - (a) the nature of the grievance,
  - (b) the nature and extent of the injury, loss or inconvenience,
  - (c) the results of previous discussions,
  - (d) his dissatisfaction with decisions previously rendered. The principal shall communicate his decision to the employee in writing within 10 school days of receipt of the written grievance.
4. The employee may appeal the principal's decision within 10 school days to the superintendent of schools. The appeal to the superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with decision previously rendered. The superintendent shall attempt to resolve the

ARTICLE III - GRIEVANCE PROCEDURE (continued)

4. matter as quickly as possible but within a period not to exceed 10 school days. The superintendent shall communicate his decision in writing to the employee and the principal.
5. If the grievance is not resolved to the grievant's satisfaction, he, no later than five (5) school days after receipt of the superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance. The Board, at its option, or at the request of the employee, shall hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within thirty (30) calendar days of receipt of the appeal, or, if a hearing is granted, within thirty (30) calendar days of the date of the hearing. The referred-to hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice.
6. If the employee is dissatisfied with the decision of the Board of Education, the employee or the Association may request the appointment of an arbitrator, such request to be made known to the superintendent no later than two weeks after the decision in writing of the Board of Education was made known to the employee or his representative.

Except for:

- (a) A complaint of a non-tenure secretary which arises by reason of his not being re-employed; or
- (b) A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in, any position for which tenure either is not possible or not required.

Such request can be honored only if the grievant or grievants and the organization representing them waive the right if any, in writing of said grievant or grievants and the organization

ARTICLE III - GRIEVANCE PROCEDURE (continued)

6. (b) representing them to submit the underlying dispute to any other administrative or judicial tribunal. The following procedure will be used to secure the services of an arbitrator.
  1. A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
  3. If the parties are unable to determine, within 10 school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator will be binding on both parties. 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 arbitration hearings.

Costs

1. Each party will bear the total cost incurred by themselves.
2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally.
3. If time is lost by any employee due to arbitration proceedings, necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.

ARTICLE III - GRIEVANCE PROCEDURE (continued)

Costs

4. Effort will be made to hold arbitration hearing at a convenient time and place for all interested parties.

Procedure

7. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved secretary to proceed to the next step.
- (b) 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.
- (c) It is understood that secretaries shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

#### ARTICLE IV - SECRETARY RIGHTS

1. Pursuant to Title NJSA 34:13a-1 et seq., the Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage, deprive or coerce any secretary in the enjoyment of any rights conferred by Title NJSA 34:13a-1 et seq. or other laws of New Jersey, or the Constitutions of New Jersey and the United States; that it will not discriminate against any secretary with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association or its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or other proceeding under this agreement with respect to any terms or conditions of employment.
2. No secretary shall be prevented from wearing pins or other inconspicuous identification of membership in the Association or its affiliates.



ARTICLE V - ASSOCIATION RIGHTS

1. Representatives of the Association and of the New Jersey Education Association shall be permitted to transact official Association business on school property, provided that this shall not interfere with or interrupt normal school operations.
2. The Association and its representatives may be permitted to use school buildings for meetings. (Meeting shall be cleared with the building principal so as not to interfere with other scheduled activities.) The Association shall be responsible for payment of extra maintenance and service costs in accordance with Board policy.
3. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary, with the prior approval of the building principal, or other members of the administration.
4. The Association may be permitted the right to use school facilities and equipment at reasonable times when the equipment is not otherwise in use; pending permission of the principal is secured or other member of the administrative staff. The Association will provide all materials and supplies incident to such use.

ARTICLE VI - WORK YEAR

1. The Association shall follow the school calendar as adopted by the Board, the same as the Barrington Education Association with the following exception:
  - (a) The employees of the Association shall begin their duties one week prior to the week that school opens and shall work one week following the closing of school. One week in both cases meaning five (5) working days.
2. The Board may not require employees to work on days that are specified on the school calendar as holidays, vacation days or recesses.
3. The work year shall not exceed 198 days, and shall include the days when school is open, teacher in-service days and two (2) days for the NJEA Convention.
4. The Board also reserves the right to establish and alter the school calendar within the contractual dates of September 1 through June 30.

## ARTICLE VII - HOURS OF WORK

1. The work day shall be no longer than 7 hours in length with a regularly scheduled lunch break. Specific starting and finishing times and lunch times to be mutually agreed upon by school principal and secretary on an individual basis.
  
2. Work hours on days when the school is not in session shall be no longer than six hours with a regularly scheduled lunch break. Specific starting and finishing times and lunch times to be mutually agreed upon by school principal and secretary on an individual basis.
  
3. All work performed in excess of 35 hours per week shall be overtime work. Overtime must be certified by the principal of the building.
  - a. Overtime worked between 35 and 37½ hours per week shall be paid at regular hourly rate of pay.
  - b. Overtime worked above 37½ hours per week shall be paid at the rate of time and one-half computed at the employee's regular hourly rate of pay.
  - c. All overtime will be rounded to the nearest 1/4 hour at the end of each pay period.

ARTICLE VIII - LEAVE

A. Sick Leave

1. Employees will be allowed twelve (12) sick days leave with full pay per year. Two of these days may be used for personal leave. All unused leave shall be accumulative. (A doctor's certificate may be required).
2. For an illness period of five (5) days or more, a doctor's certificate may be required, upon return to work.
3. Additional sick leave (doctor's certificate is required). In cases of unusual illness, of a serious nature, the superintendent may grant the following sick benefits, in any one school year. This is to be considered over and above the accrued sick leave, in addition to present illness provisions stated above.
  - (a) To employees with up to three (3) years of employment in the Barrington Public Schools, prior to their request for sick leave, their base salary less the pay of her substitute, for a period not to exceed ten (10) days.
  - (b) To employees with more than three (3) years and less than ten (10) years of employment in the Barrington Schools, prior to their request for sick leave, their base salary less the pay of her substitute, for a period not to exceed twenty (20) days
  - (c) To employees with more than ten (10) years of employment in the Barrington Schools, prior to their request for sick leave, their base salary, less the pay of her substitute, for a period not to exceed thirty (30) days.

ARTICLE VIII - LEAVE (continued)

B. Personal Leave

1. Employees may be allowed up to two (2) personal business days per school year (to be deducted from sick leave in accordance with Section A, paragraph 1 of Article VIII with full pay provided notice is given in advance to the superintendent and permission is granted by him. The application for a personal business leave day, containing the reasons for the leave, must be submitted in writing at least one week in advance (except in the event of an emergency when a shorter notice may be acceptable.)
2. Personal Business days may be granted, at the discretion of the superintendent, when it can be verified that the condition causing the absence is clearly beyond the control of the employee.
3. A personal business leave day shall not normally be granted for the day preceding or the day following holidays or vacations, or for the first and last days of the school year.
4. It is intended that the two (2) day limitation shall be the total of all such days in any given year.

C. Bereavement

In addition to sick leave and personal days, the following bereavement benefits shall be available.

1. In case of death in an employee's immediate family, payment for absence will be approved. Ordinarily such approval will not exceed three days, but may under special circumstances be extended to cover up to five days.

ARTICLE VIII - LEAVE (continued)

C. Bereavement (continued)

"Immediate family" shall be understood to mean the employee's parents (or a relative who has taken the place of a parent), husband, wife, children, brothers, sisters, or a relative or an in-law who lives in the same household with the employee.

2. In the case of death of a relative not in the immediate family nor residing in the same household with the employee or in the case of the death of an in-law not residing in the same household with the employee, an employee may be excused with pay for all or part of a scheduled working day in order to attend the funeral. In determining the treatment to be accorded consideration will be given to the relationship between the employee and the deceased, the time and place of the funeral, and the employee's hours of duty. Ordinarily the maximum time excused should not exceed one day.

D. Maternity

1. Employee should notify the superintendent of her pregnancy as soon as it is medically confirmed and not later than five (5) months prior to the expected birth.
2. The Board may place on leave of absence without pay any employee during pregnancy, for any one of the following reasons:
  - (a) Performance - Her performance has declined from the time prior to her pregnancy.

ARTICLE VIII - LEAVE (continued)

D. Maternity (continued)

(b) Physical Incapacity - Her physical condition or capacity is such that her health would be impaired if she were to continue working.

(c) Just Cause - Any other "just cause" as defined in NJSA Title 18A.

3. The Board shall grant maternity leaves of absence without pay to pregnant employees under the following terms and conditions:

(a) Any tenured or non-tenured employee seeking a leave of absence for pregnancy shall make application to the Board or its authorized agent at least sixty (60) days prior to the commencement date of such leave of absence. Said application shall set forth, in writing the commencement date of the requested leave of absence. The Board shall grant such leave of absence with the requested commencement date, which commencement date may be at any time prior to birth.

(b) Any tenured or non-tenured employee may return to work within the school year in which her leave begins, provided she shall have requested to do so in her application for a leave of absence and shall have specified the month when she desires to return. Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board provided application is made following the original grant of the leave of absence but prior to the announced commencement date thereof. Such extension or reduction may be granted by the Board for

ARTICLE VIII - LEAVE (continued)

D. Maternity (continued)

3. (b) an additional reasonable period of time for reasons associated with the pregnancy or birth or for other proper cause provided that such extension or reduction will not substantially interfere with administration of the school. Any tenure employee granted a leave of absence with a return date during the same school year who wishes to extend said leave beyond the school year in which it commences shall be permitted to do so if she makes application at least three weeks prior to the commencement date of her leave of absence and subject to the provisions of paragraph D(3) (d) of this Article.

(c) The Board shall not be required to extend the leave of non-tenure employees beyond the school year for which they were hired.

(d). Any tenured employee may return to work subsequent to the school year in which her leave begins, provided she shall have requested to do so in her application for a leave of absence.

4. Except as otherwise provided in this Article, no tenure or non-tenure employee shall be barred from returning to work after the birth of her child by any prescribed waiting period between the date of birth and the date of return to work; however, each such employee shall be required to file, at least two weeks prior to the date of return or at the time of giving required notice of intention to return, whichever is earlier, a certificate from her physician stating that she is physically capable of resuming her full duties.



ARTICLE VIII - LEAVE (continued)

E. Leaves for Personal Health

1. Upon the recommendation of the superintendent, the Board of Education may permit employees under tenure to take leaves not in excess of one year, without pay, for restoration of health, provided all sick leave has been first exhausted as provided.
2. A doctor's certificate may be required, prior to the granting of such leave.

ARTICLE IX - NO STRIKE CLAUSE

1. No lockout of employees shall be instituted by the Board during the term of this agreement.
  
2. The Association agrees that during the term of this agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions which would involve suspension of, or interference with the normal work of the Board and operation of the schools. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibitive activities may be disciplined by the Board.

ARTICLE X - PROCEDURE FOR WITHHOLDING INCREMENTS AND SALARY ADJUSTMENTS

- I. All advancement on the salary guide, including annual increments and/or salary adjustments may be withheld in whole or in part by the Board, upon the recommendation of the Superintendent.
  - a. Any such action shall be taken by the Board on or before April 15 of the year preceding the year in which the increment or raise is to be received. Grounds for withholding the increment or raise shall be unsatisfactory performance.
  - b. A secretary must be given written notification by the Superintendent by March 1 of the intention to recommend the withholding of his increment or raise. Such notification shall contain the alleged cause or causes for the recommendation, specifying the nature thereof with such particulars as to furnish the secretary an opportunity to correct and overcome the same.
  - c. Any action by the Board withholding an increment or raise in whole or in part is subject to the grievance procedure.
  - d. In the year following the year for which the increment or raise was withheld, such secretary shall be paid in accordance with the then existing salary guide as if an increment or raise had never been withheld, unless the Board shall take further action in accordance with the provisions of this Article to further withhold any additional increment or raise in whole or in part.

ARTICLE XI - SALARIES, HEALTH BENEFITS

1. The Salaries of all employees covered by this Agreement shall be set forth in Schedule "A" for the 1977-1978 school year, and in Schedule "B" for the 1978-1979 school year.
2. The secretaries will receive the same health benefits as those negotiated by the Barrington Education Association for the teachers.

ARTICLE XII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1977 and shall continue in effect until June 30, 1979.

BARRINGTON EDUCATIONAL SECRETARIES ASSOCIATION

BY: *Dolores A. Woods* President  
Dolores A. Woods

BY: *Carol Meloni* Secretary  
Carol Meloni

BARRINGTON BOARD OF EDUCATION

BY: *Grace A. Moffitt* President  
Grace A. Moffitt

BY: *William E. Marley* Secretary  
William E. Marley

SCHEDULE A  
TEN MONTH SECRETARIES  
1977 - 1978 Salaries

1.	\$4750.00
2.	5000.00
3.	5250.00
4.	5500.00
5.	5800.00
6.	6100.00
7.	6450.00
8.	6800.00

1. All employees shall be placed on scale.
2. The Board may, at its option, hire experienced personnel at an appropriate advanced step on the salary schedule.
3. Any employee hired prior to February 1 of any school year will be entitled to a full increment in the following school year.

SCHEDULE B  
TEN MONTH SECRETARIES  
1978 - 1979 Salaries

1.	\$4950.00
2.	5200.00
3.	5450.00
4.	5700.00
5.	6000.00
6.	6300.00
7.	6650.00
8.	7000.00

1. All employees shall be placed on scale.
2. The Board may, at its option, hire experienced personnel at an appropriate advanced step on the salary schedule.
3. Any employee hired prior to February 1 of any school year will be entitled to a full increment in the following school year.