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AGREEMENT  
BETWEEN

THE EXECUTIVE SECRETARIES ASSOCIATION, TRENTON PUBLIC SCHOOLS

-and-

THE TRENTON BOARD OF EDUCATION

For the Period

X JULY 1, 1979 to JUNE 30, 1982

PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS  
FIRST DAY OF JULY, 1979, BY AND BETWEEN THE TRENTON BOARD  
OF EDUCATION (HEREINAFTER REFERRED TO AS THE "BOARD") AND  
THE EXECUTIVE SECRETARIES ASSOCIATION, TRENTON PUBLIC  
SCHOOLS (HEREINAFTER REFERRED TO AS THE "ASSOCIATION").

ARTICLE I

PRINCIPLES

- SECTION 1      Attainment of the objectives of the educational program conducted in the schools of the district requires mutual understanding and cooperation among the Board, the Superintendent, the professional personnel, the other personnel and citizens of the community. To this end, free and open exchange of views is desirable, proper and necessary.
- SECTION 2      This agreement is negotiated in order to establish for its term, the terms and conditions of employment of all members employed.
- SECTION 3      The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superceded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules, or regulations of the parties, will operate retroactively unless expressly so stated.
- SECTION 4      Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer specifically to those employees identified in the negotiating unit defined above.
- SECTION 5      Employees covered by this Agreement shall be notified of their contract and salary status for the ensuing year no later than April 30th.

ARTICLE II

RECOGNITION

SECTION 1

The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees in the classification of secretaries listed below:

Secretary to the Superintendent

Assistant Secretary to the Superintendent

Secretary to School Board Employee Relations Officer

Secretary to the Assistant Superintendent

Secretary to the Executive Director - Buildings and Grounds

Secretary to the Secretary-Business Administrator

Assistant Secretary to the Secretary-Business Administrator

ARTICLE III

MODIFICATION OF AGREEMENT AND NEGOTIATION OF SUCCESSOR AGREEMENT

- SECTION 1 Before the Board adopts a change in policy which affects terms and conditions of employment, the Board will notify the Association in writing that it is considering such a change. The Association shall have the right to negotiate with the Board for a mutually acceptable change in said policy. Any agreement reached with the Board shall be reduced to writing, signed by the Board and the Association, and become an addendum to this Agreement.
- SECTION 2 Not later than October 15, 1981, the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. By the same date, the Association agrees to present to the Board its proposal 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.
- SECTION 3 During negotiations the party making the proposals shall submit such proposals in writing to the other party. Receipt of a proposal shall be acknowledged in writing within 5 days. Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. 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.
- SECTION 4 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.

ARTICLE IV

GRIEVANCE PROCEDURE

SECTION 1

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

SECTION 2

Procedure for Adjusting Complaints and Grievances -

- a. The employee shall first discuss his complaint orally with his immediate supervisor, either alone or accompanied by an Association representative, with the objective of resolving the matter informally.
- b. Level 1 - In the event the complaint is not resolved informally, the Association representative and/or the employee shall present the grievance, in writing, to the supervisor, within two (2) days following the attempt at informal resolution. Within five (5) days the Supervisor shall meet with the representative and/or the employee involved, in an effort to resolve the grievance. Within five (5) days after the grievance meeting, said Supervisor shall communicate his decision in writing to the Association representative and/or the employee involved.
- c. Level 2 - The Association may appeal the decision of the Supervisor to the Superintendent of Schools within five (5) days after receiving the decision of the Supervisor. The appeal shall be in writing and shall be accompanied by a copy of the Supervisor's decision. The Superintendent of Schools shall hold a hearing on the grievance appeal. He may hear witnesses or employees who participated in the first step of the grievance or any other participants and evidence relevant to the issues involved. Within five (5) days after the hearing, the Superintendent of Schools shall communicate his decision, in writing, together with the supporting reasons, to the aggrieved employee, the Association, the Supervisor of the department involved, and the Principal of the school, in the event that the work location is a school.
- d. Level 3 - The Association may appeal the decision of the Superintendent of Schools within five (5) days after the receipt of the decision to the Board. A hearing shall be held by the Board within thirty (30) days after receipt of the appeal. The appeal shall be in writing and accompanied by a copy of the decision of the Superintendent of Schools.
- e. Level 4 - If the Board has failed to render a decision within twenty (20) days from the date of the hearing, or the written decision is unacceptable to the aggrieved party,

the grievance may be submitted to arbitration. The decision of the arbitrator shall be final and binding upon the parties, and the arbitrators shall be selected from the American Arbitration Association and adhere to their rules and procedures.

- f. The employee and the Association shall be given at least 15 days notice, in writing, of the time and place of each hearing, at each level.
- g. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits, shall permit the Association to lodge an appeal at the next level of this procedure.
- h. The time limits specified, in this procedure, may be extended in any specific instance, by mutual agreement.
- i. If a grievance arises from an action of authority higher than the immediate supervisor, the Association may present the grievance at Level 2 of this procedure without Level 1 thereof.
- j. At each of the first two levels of the Grievance Procedure, the Board and the Association shall have the opportunity and duty to present all documentary evidence and witnesses on which each relies in support of its position. At Level 3 and 4 of the Grievance Procedure, each of said parties shall be given the opportunity to present documentary evidence and witnesses on which it relies but shall not be permitted to present any evidence or witnesses not presented at either Level 1 or Level 2, unless such evidence or witnesses were not known to exist and could not be reasonable diligence, having been discovered prior to the hearing at Level 3.
- k. Whenever members of the negotiating unit are mutually scheduled by the parties hereto, to participate in the processing of a grievance, they will suffer no loss in pay.
- l. No reprisals of any kind shall be taken by the Board or by any member of the administrative staff against any party in interest, any Association representative, or any other participant in the grievance procedure by reason of such participation.
- m. Any party in interest may be represented at any or all stages of the grievance procedure by himself, or, at his option, by a representative selected by the Association. When a party is not represented by the Association, the Association shall have the right to be present, and to state its views at all stages of the grievance procedure.

2. The cost of arbitration shall be borne equally by both parties.



## ARTICLE V

### EMPLOYEE RIGHTS

- SECTION 1** Pursuant to Chapter 303, Public Laws 1968, and Chapter 123, Public Laws of 1975, the Board hereby agrees that every employee 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 selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred Chapter 303, Public Laws 1968, and Chapter 123, Public Laws 1975 or other Laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of her membership in the Association and its affiliates, her participation in any activities of the Association and its affiliates, collective negotiations with the Board, or her institution of any grievance, complaint or proceedings under this Agreement or otherwise with respect to any terms or conditions of this employment.
- SECTION 2** Job duties, assignment, and conditions of employment shall be consistent with this contract. Any changes affecting terms and conditions of employment shall be consistent with Chapter 303, Public Laws of New Jersey 1968 and Chapter 123, Public Laws of New Jersey 1975.
- SECTION 3** Nothing contained herein shall be construed to deny or restrict to any employees 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.
- SECTION 4** No employee shall be reduced in rank or compensation without specific just cause. Any such action asserted by the Board, or any agent, or representative thereof, shall be subject to the grievance procedure herein set forth.
- SECTION 5** Secretaries elected by their association to work on various committees such as negotiations, grievances, workshops, executive board, or as an officer of their association, shall not be subject to recriminations for voicing their opinion or for their personal recommendations either for or against issues which may arise. These individuals are working for the betterment of conditions and relations between the administration, the Association, and the Board of Education.

SECTION 3

Should the status of any member of this association be discussed for any reason in Board committee meetings or conferences, this association, through its president, must be notified.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

- SECTION 1 The Board agrees to furnish to the Association in response to reasonable requests from time to time, available information concerning the financial resources of the district.
- SECTION 2 The Association and its representatives shall have the right to use the Administration Building conference rooms at all reasonable hours for meetings.
- SECTION 3 The Association shall have the right to use equipment at reasonable times when such equipment is not otherwise in use. The Association shall replace all materials and supplies incident to such use and pay for any repairs or loss as a result thereof.
- SECTION 4 The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization.

ARTICLE VII

SALARY AND HOURS OF WORK

- SECTION 1 The salaries of all employees covered by this Agreement are set forth in the attached pay schedule.
- SECTION 2 Twelve-month employees shall be paid every other Friday for the entire school year.
- SECTION 3 The regular work week shall be 35 hours per week year around, with daily working hours, between the hours of 3:00 a.m. and 5:00 p.m., being determined by the supervisor.
- SECTION 4 All hours worked after the normal work day, shall be paid at the rate of  $1\frac{1}{2}$  times the employee's hourly rate. Work performed on Saturday shall be for a minimum of four (4) hours and shall be paid at the rate of  $1\frac{1}{2}$  times the employee's hourly rate. Work performed on Sunday or a Holiday, shall be paid at the rate of 2 times the employee's hourly rate. Any employee covered by this agreement who is required to work during the Easter or Christmas vacations shall receive, at her option, compensatory time or the proper remuneration at a straight time.

SALARY SCHEDULE

Secretary to the Superintendent  
\$600 yearly increment

Assistant Secretary to the Superintendent  
\$500 yearly increment

Secretary to the School Board Employee  
Relations Officer  
\$500 yearly increment

Secretary to the Assistant Superintendent  
\$500 yearly increment

Secretary to the Executive Director  
Buildings and Grounds  
\$500 yearly increment

Secretary to the Secretary-Business  
Administrator  
\$500 yearly increment

Assistant Secretary to the Secretary-  
Business Administrator  
\$450 yearly increment

Salary raised as stipulated below:

1979-80 -- 9.4%

1980-81 -- 9.0%

1981-82 -- 9.0%

## SUPERMAXIMUM AND LONGEVITY

### SECTION 1

A secretary may be entitled to the following college tuition credit plan:

\$250 per year tuition payment and payment of  
\$1100 upon the completion of 30 credits.  
\$700 upon the completion of 60 credits.  
\$700 upon the completion of 90 credits.

These credits shall relate directly to the improvement of a secretary's skills and responsibilities and shall be approved by the Superintendent of Schools.

### SECTION 2

Longevity - Experience in Trenton plus outside credited experience:

20 years - additional \$600  
25 years - additional \$600  
30 years - additional \$600  
35 years - additional \$600  
40 years - additional \$600

All unit employees who were employed prior to July 1, 1976, are entitled to outside credited experience.

ARTICLE VIII

TRANSFER AND REASSIGNMENT

- SECTION 1 Employees desiring a change in employment shall make their request in writing to the Superintendent of Schools. These requests shall be granted whenever possible. If there are no vacancies available at that time, first consideration shall be given to the individuals requesting transfers when positions become available.
- SECTION 2 No involuntary transfers shall occur without just cause.
- SECTION 3 No member of this unit shall suffer any loss in salary range or salary potential due to organizational change, without just cause. Seniority within the system and the unit will prevail.
- SECTION 4 In the event of an administrative title change, the executive secretary assigned to said administrator shall suffer no loss in status in the bargaining unit, salary, or salary potential.
- SECTION 5 In the event that an administrative position becomes vacant for any reason other than abolishment of the position, the executive secretary assigned to that office shall remain and shall perform the secretarial duties required of that office. The executive secretary shall suffer no loss in status in the bargaining unit, salary, or salary potential.
- When the administrative position is later filled, the same executive secretary will continue in that position.
- SECTION 6 In the event that an office to which an Executive Secretary is assigned is abolished, the Executive Secretary shall suffer no loss in status in the bargaining unit, salary, or salary potential. Should the administrative position/office be reinstated at a later date, the Executive Secretary displaced by the abolishment of the office, shall have the right to return to her former position, if she so chooses.

ARTICLE III

VACANCIES AND NEW POSITIONS

- SECTION 1        Notice of all vacancies, including new positions, shall be posted in the Administration Building no later than five (5) days following the formal notice of the Board action that created such a vacancy.
- SECTION 2        The posted notice of the vacant or new position shall stipulate job description, duties, and responsibilities of the position. Members of the Executive Secretaries Unit shall be given first consideration for the position. Applicants of this unit shall be considered and will be given a written reply within ten (10) days to their application, and an interview shall be granted within a reasonable period of time.
- SECTION 3        It is understood that the qualifications for any positions shall not be changed while applications are pending.
- SECTION 4        Should a vacancy in this unit occur as a result of retirement, resignation, leave of absence, etc., members of this unit shall be granted first consideration to transfer into that vacancy. A notice of vacancy shall not be posted until secretaries within this unit have been given consideration to transfer into the vacancy. The remaining vacancy shall be posted in the Administration Building no later than 10 days after all transfers have been effected.



ARTICLE X

LEAVE POLICIES

SECTION 1 All employees shall be allowed sick leave with full pay for eighteen (18) days in any year. All unused sick leave shall be accumulative for additional sick leave as needed in subsequent years.

SECTION 2 After the above allowed sick leave has been used, the employee, upon approval by the Board shall be granted additional sick leave according to the following schedule.

<u>Years of Service</u>	<u>Days of Pay Minus Substitute's Pay</u>
3 to 6	15
6 to 11	20
11 to 16	25
16 to 21	30
21 to 26	35
26 to 31	40
31 to 36	45
36 to 41	50
after 41	55

SECTION 3 The Board shall reimburse each Executive Secretary upon retirement or death (in such case, her beneficiary) one full day's pay for each three (3) days, after fifteen (15) years, of accumulated sick leave credited to her as of July 1 of the year in which she retires or dies.

SECTION 4 Illness In Immediate Family  
Three (3) days per year shall be allowed for illness in the immediate family with no loss of pay. Immediate family shall mean spouse, child, parent, brother, sister or other relative living in the same household.

SECTION 5 Death in Family  
All permanent, full time employees shall be allowed five (5) days without loss of pay at the time of death for immediate family, which shall mean spouse, child, parent, brother, sister or other relative living in the same household at the time of death.

SECTION 6 Death of Others  
With the approval of the employee's immediate supervisors, an employee shall be allowed an absence with no loss of pay for the death of others.

SECTION 7 Personal Business or Religious Holidays

Four (4) days per year without loss of pay shall be allowed for either personal business or religious holidays. Application for personal business days shall be approved, in advance, by the Superintendent of Schools, at least five (5) days before taking leave.

SECTION 8 Marriage of Employee or in Immediate Family

One (1) day shall be allowed with no loss of pay

SECTION 9 Other Emergency or Urgent Reason

Other leave of absence pay may be granted by the Superintendent for good reason.

SECTION 10 Court Order

Absence by reason of subpoena shall result in no loss of pay provided the subpoena is filed with the Secretary-Business Administrator, except where the employee is a party to the suit in which case full deduction shall be made.

SECTION 11 Jury Duty

Employees subpoenaed for jury duty shall receive full pay less fee received for such service.

SECTION 12 Inter-School Visitations, Conferences, Conventions

With the approval of the Superintendent of Schools - no loss of pay

SECTION 13 Maternity Leave

An employee, upon request, shall be granted a leave of absence without pay, for maternity purposes, for a period of not more than two (2) years. An employee adopting an infant child shall, upon request, receive similar leave which shall commence upon her receiving de facto custody of said infant.

The employee request such leave as stated above, shall indicate a tentative return-to-work date on a leave request form provided, and re-confirmation of such return-to-work date shall occur at least thirty (30) days prior to each return.

SECTION 14 Caring for Sick Member of Immediate Family

A leave of absence, without pay, of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family, as defined in Article X-Section - after the employee has submitted proof satisfactory to the Superintendent of Schools, that such leave is necessary.

SECTION 15

Injury on the Job

Whenever an employee is absent as a result of personal injury arising out of and in the course of her employment, compensable under the New Jersey Workmen's Compensation Laws, she shall be paid her full salary for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in Sections 1 and 2. Salary payments allowable under this section with reference to such injury shall be made for absence during the waiting period for which no temporary disability compensation is allowed under the New Jersey Workmen's Compensation Laws, and during but not beyond the period for which the employee is entitled to receive for such injury a temporary disability benefit under the said Workmen's Compensation Laws. Any amount of salary payable pursuant to this section shall be reduced by the amount of workmen's compensation award for temporary disability due to said injury for the period for which such salary is paid. The Board shall have the right to have the employee examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing her duties; and, in the event that there is no adjudication in the appropriate workmen's compensation proceeding the period of temporary disability, the opinion of the said physician as to the said period shall control.

SECTION 16

Returns from Leaves

Employees returning to work after an authorized leave, shall be offered the same position that they held at the time said leave was commenced.

Employees must notify the Board of Education, in writing, of their intent to return from a leave of absence, at least thirty (30) days prior to date of return.

All benefits and remuneration to which an employee was entitled at the time her leave of absence commenced, including unused accumulated sick leave, shall be restored to her upon her return from leave.

ARTICLE XI  
INSURANCE PROTECTION

Enrolled: Blue Cross - Blue Shield, Rider J, Major Medical

- A. The Board shall pay (as qualified below) the premium for medical benefits coverage under the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical-Surgical Plan. The obligation of the Board shall be to pay the employee-only rate for each type of plan and fifty (50) percent of the additional cost of family coverage. Further, the Board shall pay the full premium for Rider J and unlimited Major Medical for each type of plan.

A substantially equivalent plan may be substituted, provided that such plan shall be mutually agreeable to the Board and the Association.

- B. The Board shall make deductions from the salary of each secretary covered by the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical-Surgical Plan, who requests that such deductions be made, for the purpose of payment of the employee's portion of full family coverage or its equivalent as agreed upon.
- C. Any employee who retires shall be allowed to remain as part of the group plans provided by the Trenton Board of Education. That retiree shall be responsible for individual payments at the group rates.

ARTICLE XII

HOLIDAYS AND VACATIONS

SECTION 1 Each executive secretary shall be entitled to the specified holidays outlined on the approved school calendar.

SECTION 2 Annual vacation allowances for executive secretaries covered by this Agreement shall be made according to the following schedule:

<u>Length of Employment</u>	<u>Number of Annual Vacation Days</u>
The first to the 11th month	1 day per month of service
After 1 year and including 5th year	12 days
After 5th year and including 15th year	15 days
After 15th year of service to 25 years	20 days
After 25th year of service and over	25 days

SECTION 3 The number of annual vacation days allowed to secretaries shall be based on the total number of years of employment with the Trenton Public School System. For the purpose of vacation allowances, this employment need not be continuous. However, leave time granted by the Board of Education shall not be calculated in years of employment for vacation purposes.

SECTION 4 If a holiday falls during an employee's vacation period, the employee shall receive an extra day off.

SECTION 5 In any calendar year, where the vacation or any part thereof, is not granted by reason of pressure of business, such vacation periods or parts thereof not granted shall accumulate.

SECTION 6 Vacation allowance shall be granted those secretaries whose retirement becomes effective before the end of the school year, providing they have worked 7 of the 12 months of the current school year.

SECTION 7 Any employee taking a leave of absence before the end of the school year shall be entitled to one (1) vacation day for each month worked.

ARTICLE XIII

EVALUATION PROCEDURE

- SECTION 1 A secretary shall be given a copy of any evaluation report prepared by her evaluator at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the secretary's file or otherwise acted upon without prior conference with the secretary.
- SECTION 2 A secretary shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. A secretary shall be entitled to have a representative of the Association accompany her during such review.
- SECTION 3 No material derogatory to a secretary's conduct, service, character or personality shall be placed in her personnel file unless the secretary has had an opportunity to review the material. The secretary shall acknowledge that she had had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicated agreement with the contents thereof. The secretary shall also have the right to submit a written answer to such material, and her answer shall be reviewed by the Superintendent or his designee and attached to the file copy.
- SECTION 4 Prior to any annual evaluation report, the immediate supervisor of a non-tenure secretary shall have had appropriate communication with said secretary regarding her performance as a secretary except for the one year probationary period.
- SECTION 5 A secretary shall not be evaluated by another secretary..

ARTICLE XIV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of 12:01 a.m. July 1, 1979 and shall continue in effect until 12:00 midnight June 30, 1982 subject to the Association's right to negotiate each annual budget year with negotiations commencing no later than October 15 of each year, under procedures stated in Article II, and subject to the Association's right to negotiate a successor Agreement as provided in Article III. This Agreement shall not be extended orally.
- B. This Agreement incorporates all of the understanding of both parties and may not be modified subject to Article III.
- C. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by the respective vice-presidents, and their corporate seals to be placed hereon, all on the day and year first above written.

BOARD OF EDUCATION OF THE CITY  
OF TRENTON, NEW JERSEY

THE EXECUTIVE SECRETARIES ASSOCIATION  
TRENTON PUBLIC SCHOOLS

*P. J. C. [Signature]*  
President  
*Richard H. [Signature]*  
Vice-President

*[Signature]*  
President  
*[Signature]*  
Vice-President