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NOT CIRCULATE

COLLECTIVE BARGAINING CONTRACT

Entered Into

by

THE BOARD OF EDUCATION OF THE CITY OF PLAINFIELD

and

THE PLAINFIELD ASSOCIATION OF EDUCATIONAL SECRETARIES

Covering The Period

From July 1, 1969 to June 30, 1970

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COLLECTIVE BARGAINING AGREEMENT REACHED BY THE
NEGOTIATING COMMITTEE OF THE BOARD
AND
THE PLAINFIELD ASSOCIATION OF EDUCATIONAL SECRETARIES

ARTICLE I. Recognition

The Board of Education of the City of Plainfield, in Union County, agrees to meet with the representatives of the Plainfield Association of Educational Secretaries on matters of negotiation. The Board of Education further agrees to recognize the Plainfield Association of Educational Secretaries as the exclusive and sole bargaining agent and representative of the secretaries employed by the Board of Education with the exception of the four (4) secretarial positions of confidentiality whose status for bargaining purposes will be determined by the Public Employment Relations Commission. These secretarial positions are:

1. Secretaries to the Superintendent of Schools.
2. Secretaries to the Board's Secretary-Business Manager.
3. Secretary to the Assistant Superintendent in charge of Personnel.
4. Secretary to the Assistant Superintendent in charge of Curriculum, and/or Instruction.

ARTICLE II. Negotiation Procedure

The parties to this agreement, namely the Board of Education and the Plainfield Association of Educational Secretaries, agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws of 1968, in good faith and in an effort to reach an agreement on matters concerning the terms and conditions of employment relating to the secretaries. Any agreements so negotiated shall apply to all personnel represented by the Association and shall be reduced to writing, and be signed by the representatives of the Board and the Association, and be adopted formally by the Board.

During negotiations the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals as they deem necessary. The Board may be represented by a committee appointed by its president. The Association may be represented by a committee of its own choosing. The parties to the negotiations may call upon competent professional or lay representatives to assist them in the negotiations. However, such persons, when invited to participate by either side shall not be considered as official members of the negotiating team.

Agreements and contracts arrived at as the result of collective negotiations shall be reduced to writing and shall contain the full agreement made between the parties. There shall be no verbal agreements, understandings and warranties, and any change or changes in said agreement, or agreements, shall be in writing and signed by both parties to the agreement or agreements.

The terms of this agreement shall be effective as of July 1, 1969, unless otherwise specified, and shall remain in full force and effect until, and including, June 30, 1970. This agreement shall be considered renewed from year to year unless either party to this agreement shall present a written notice of desired amendments to this agreement no later than October 31, 1969, and October 1st of each subsequent year. Detailed proposals for amendment shall be presented by November 1st of the pertinent year, and negotiations shall begin not later than November 10th of the pertinent year, unless changed by mutual agreement.

ARTICLE III. Grievance Procedure

A. Definitions

1. A grievance is defined as an appeal, by a secretary or group of secretaries, relating to the interpretation, application, or violation of policies, agreements, or administrative decisions affecting them.
2. A grievance is also defined as an appeal by an administrator or supervisor relating to the interpretation or application or violation of the Contract
3. Unless otherwise indicated, the term "secretary" when used hereafter shall refer to all permanent employees of the Board of Education that are represented by the Plainfield Association of Educational Secretaries.

B. Procedure - Grievance Redress Sought By A Secretary

1. Any grievance to be considered and processed under this procedure must be initiated by the secretary within thirty (30) school days, or thirty (30) working days, of the time the secretary knew, or should have known, of its occurrence.

LEVEL 1 - Any secretary who has a grievance shall discuss it first with his or her supervisor in an attempt to resolve the matter informally at this level. If, as a result of the discussion, the matter is not resolved to the satisfaction of the secretary within five (5) school days, or working days, he or she shall set forth his or her grievance in writing to said supervisor. He or she shall do so by specifying:

- (a) The nature of the grievance, and
- (b) the nature of the resolution sought.

The supervisor shall communicate his decision to the secretary and to the Plainfield Association of Educational Secretaries in writing with reasons within three (3) school days or working days of receipt of the written grievance.

LEVEL 2 - If within ten (10) school days, or working days, of receipt of the decision rendered at Level 1, the secretary is dissatisfied, the Association on his or her behalf may appeal that decision to the Superintendent of Schools or to the Secretary-Business Manager as the case may warrant. An appeal to the Superintendent of Schools or the Secretary-Business Manager, as the case may be, must be in writing and must specify (a) the nature of the grievance, and (b) the nature of the resolution sought. The Superintendent of Schools or the Secretary-Business Manager shall meet with the concerned parties within ten (10) school days or working days. He shall attempt to resolve the grievance as quickly as possible, but shall render decision within a period not to exceed five (5) school days or five (5) working days from the time of the meeting with the concerned parties. The Superintendent of Schools or the Business Manager, as the case may be, shall communicate his decision in writing with reasons for his having arrived at said decision to the secretary, the supervisor involved, and to the Plainfield Association of Educational Secretaries.

LEVEL 3 - The Association, if it chooses to appeal the decision rendered at Level 2, must do so within five (5) school days or five (5) working days. Said appeal shall be made to the Board of Education. Said appeal shall be submitted in writing to the Superintendent of Schools or the Secretary-Business Manager as the case may be, who shall attach all related papers and forward the appeal to the Board of Education. The Board of Education, or committee thereof, shall review the grievance and the decision rendered at all levels, and shall, at the option of the Board, or upon request of the Association, hold a hearing with the concerned parties and render a decision in writing,

Grievance Procedure (con't)

with reasons for it having arrived at said decision. Said decision shall be rendered within thirty (30) calendar days of receipt of said appeal.

LEVEL 4 - A claim by a secretary, or group of secretaries, shall constitute a grievance and shall be processed beyond Level 3 if, and only if, it pertains to a mis-interpretation, a mis-application, or an inequitable application of the terms of this Contract. If the decision of the Board does not resolve the grievance to the satisfaction of the Association, and the Association wishes to review the matter before a third party, it shall notify the Board within ten (10) school days or ten (10) working days of receipt of the Board's decision.

Grievance Redress Sought By A Representative of the Board

LEVEL 1 - Any administrator, or supervisor, who has a grievance relating to a secretary shall discuss it first with the secretary in an attempt to resolve the matter informally at that level. If, as a result of the discussion, the matter is not resolved to the satisfaction of the administrator or supervisor within five (5) school days or five (5) working days of the meeting cited, he shall set forth his grievance in writing to the president of the Association. He shall specify:

- (a) The nature of the grievance, and
- (b) the nature of the resolution sought.

Grievance Procedure (con't)

The Association President shall communicate his or her decision to the Administrator or supervisor and to the Superintendent of Schools and the Business Manager in writing, with reasons for said decision within three (3) school days or three (3) working days of receipt of the written grievance.

LEVEL 2 -- If within ten (10) school days, or ten (10) working days of receipt of the decision rendered at Level 1, the Administrator is dissatisfied, the Superintendent of Schools or the Business Manager on his behalf may appeal that decision to the Association's Executive Committee as a whole. The appeal to the Association's Executive Committee must be in writing and must specify:

- (a) The nature of the grievance, and
- (b) the nature of the resolution sought.

The Association's Executive Committee shall meet with the concerned parties within ten (10) school days or ten (10) working days. The committee shall attempt to resolve the grievance as quickly as possible, but shall render a decision on said appeal within five (5) school days or five (5) working days as the case may be from the time of the meeting with the concerned parties. The Association's Executive Committee shall communicate its decision in writing with reasons to the Administrator or supervisor, to the Association President, to the secretary, to the Superintendent of Schools, and to the Business Manager.

Grievance Procedure (con't)

LEVEL 3 -- A claim by an administrator shall constitute a grievance beyond Level 2 and shall be processed by the Superintendent of Schools or the Business Manager beyond Level 2, only if it pertains to a mis-interpretation, a mis-application, or an inequitable application of the terms of this Contract. If the decision of the Association's Executive Committee does not resolve the grievance to the satisfaction of the Superintendent of Schools or the Business Manager, and the Superintendent of Schools or the Business Manager wishes to review this matter before a third party, he shall notify the Association's Executive Committee within ten (10) school days or ten (10) working days of receipt of the decision of the Association's Executive Committee.

C. Procedure -- For Securing The Services of An Arbitrator

The following procedure will be used for securing the services of an arbitrator:

1. A 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 within ten (10) calendar days of receipt of the list a mutually satisfactory arbitrator, the American Arbitration Association may be requested by either party to designate an arbitrator.
3. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to or subtract anything from the Agreement between the Board and the Association. The recommendation, or recommendations, of the arbitrator shall be binding on both parties. Only the Board, the Superintendent of Schools, the Secretary-Business Manager, the secretary involved in the dispute and the Association, shall be given copies of the arbitrator's award and/or decision.
4. If a grievance, which is not settled by the last day of the school year, relates to a secretary who is employed on a ten-month basis, said grievance shall be expedited so that the settlement may be achieved as soon as possible.

Services of An Arbitrator (con't)

5. A grievance by a group of secretaries, which is centered in one building, shall be initiated at Level 1. A grievance by a group of secretaries which is not centered in one building shall be initiated at Level 2.
6. Each party shall bear the total cost, which it has incurred by itself as a result of negotiations, and shall share equally in defraying the cost of the fees and expenses of the arbitrator.

D. Miscellaneous Provisions

1. Any secretary or member of the clerical staff who is included in this unit may be represented at Level 1 of the grievance procedure by himself or herself. At all succeeding levels, he or she shall be represented by the Association or its designee.
2. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next level.
3. If an appeal is not forwarded by the grievant and/or his representative (whichever is applicable) within the required time limit, the appeal shall be considered terminated.

ARTICLE IV. Salary

The salary schedule for secretaries for the duration of this contract shall be the same as that which was in existence on the 30th day of June, 1969, except that there shall be an across-the-board increase at all steps and levels of a dollar amount that is equivalent to seven and one-half per cent (7-1/2%). This 7-1/2% shall be applied to a base which is determined from each secretary's salary location on the salary schedule when said secretary's salary was considered on the scale as of July 1, 1969 without consideration of the increase granted by virtue of this 7-1/2%. Thus, a secretary who, during the school year 1968-1969 was classified as a Level III, Step 4, would receive 7-1/2% of her salary for 1969-1970 by first considering the fact that she had arrived on Step 5 of Level III. She would then take the salary designation for Step 5, Level III and apply the 7-1/2% to that salary. The amount arrived at would be added to that salary in order to give her new salary rate.

Salary (con't)

Appendix "A" to this contract contains the new salary schedule which is in effect for the duration of this contract.

The aforementioned salary schedule will be retroactive to July 1, 1969.

ARTICLE V. Professional Relations Committee

The Plainfield Association of Educational Secretaries may appoint two (2) members of the unit to this Committee. The Administration may appoint two (2) members to this Committee.

The Committee shall discuss matters of common interest.

ARTICLE VI. Working Conditions

1. A normal work week for secretaries shall consist of five (5) working days, namely Monday, Tuesday, Wednesday, Thursday, and Friday.
2. A normal work week shall consist of thirty-seven (37) hours per week during the school year, and thirty (30) hours per week during the summer months. Dismissal on Fridays will be 1/2 hour earlier than the other days of the week during the students' school year.
3. Each work day shall have a 15-minute break period in the morning, as well as a 15-minute break period in the afternoon.
4. Each work day shall have a lunch period of one (1) hour which shall not be included or considered a part of the work day.
5. Each new secretary, when hired by the Board of Education, shall be informed by the Personnel Department of the existence of the Plainfield Association of Educational Secretaries.
6. The dues of the Plainfield Association of Educational Secretaries shall be deducted from the members' salary by payroll deduction, providing that the Payroll Department receives a valid authorization from the secretary involved.
7. The dues shall be forwarded by the Accounting Department of the Board of Education to the Treasurer of the Association.

8. Each secretary shall be given in writing a general explanation of the duties for which she is responsible.
9. A secretary shall have access, at reasonable times and places, to her personal file and shall be granted the opportunity to append comments promptly upon such material becoming known to her with the following exclusions:
 - (a) Letters of reference
 - (b) Comparative evaluations used for the purpose of promotion.

10. POLICIES CONCERNING ABSENCE FROM DUTY FOR ALL REGULAR CONTRACTED PERSONNEL EMPLOYED BY THE PLAINFIELD BOARD OF EDUCATION

I. Absence With Pay

A. Sick Leave

1. Cumulative sick leave -

- a. Ten (10) days absence with full pay for personal illness shall be allowed in any school year. The unused days of absence shall be cumulative without limit.
18:13-23.8
- b. Twelve (12) days of absence, for personal illness, with full pay in any school year shall be available to all employees under twelve (12) months' contracts. Such employees shall also have available cumulative factors of unused sick leave days without limit.
- c. Unused cumulative days of sick leave are not paid for at the time an employee terminates his contract with the Plainfield Schools.

B. Full Pay For Other Absence

1. Leave for critical illness or death in family

Five (5) days absence with pay may be allowed for each critical illness or death in the immediate family. This allowance may be extended at the discretion of the Superintendent in unusual circumstances, particularly in cases of service longevity in Plainfield.

Critical illness means illness which the attending physician considers sufficiently serious to require the staff member's presence at the bedside. Immediate family means husband, wife, children, and any other members of the same home; or father and mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law, regardless of residence.

2. Absence with pay for other reasons

A maximum of three (3) days of absence per year, with pay, shall be allowed each full-time employee for reasons other than those listed under A-1 and B-1 above. Such absences are allowable for business and activities that necessarily must be transacted on days when school is in session: Religious observances, legal matters, jury duty or unusual family circumstances are some of the reasons for which such absences may be applied.

Whenever possible, the employee should give the school principal prior notice of such absence.

C. Absence Caused By Injury While on Duty

Absence caused by injury while on duty shall not be charged to "cumulative sick leave days" during the first sixty (60) working days. Full salary shall be paid for sixty (60) working days for absence caused by injury at work and the employee shall endorse over to the Board of Education all workmens compensation checks paid to him for loss of time during that period. Beyond the sixty (60) day limit above, cumulative sick leave shall apply. When an absence caused by injury on duty extends beyond the sixty (60) day limit above and accumulated days of sick leave, the employee will be paid no additional salary, but shall keep any and all remaining compensation monies.

D. Absence Caused By Disease Contracted While on Duty

An employee who contracts a contagious disease or is subjected to quarantine because of exposure to such disease while on duty, shall have no deduction in salary because of such illness. Such absence shall be classified as personal illness.

II. Absence Without Pay

A. Maternity

Members of the professional staff who have received tenure shall be permitted to take maternity leaves of absence without pay.

Determination of the length of such leaves shall take the following factors into consideration:

1. The personal health and family circumstances of the staff member.
2. The staffing needs of the school system.
3. The desirability of dovetailing staff changes with the school calendar.

A staff member must apply for a maternity leave of absence as soon as she becomes aware of her pregnancy.

In the event that normal conditions attendant upon pregnancy and birth do not prevail, the employee may apply to the Superintendent for permission to return to work prior to the termination of the period for which the leave was granted. Such applications must be accompanied by a certificate from the School Physician or the family physician that the staff member is in good health and is able to resume her professional duties.

- B. A leave without pay for health, study or other reasons may be granted to secretaries under tenure at the discretion of the Board of Education.
- C. A leave without pay for military service shall be granted.
- D. An employee who is planning to be married may apply for absence without pay by written request to the Superintendent.

ARTICLE VII. Insurance Protection

The following health insurance benefits are provided for the individual employee at the Board's expense:

1. Major-medical
2. Blue Shield
3. Blue Cross with Rider J

For all contracts which cover dependents, the Board would pay the "employee only" portion. The employee would pay the remainder through salary deductions. All Blue Shield-Blue Cross contracts will contain Rider J.

ARTICLE VIII. Miscellaneous

- A. The Board and the Association agree that there shall be no discrimination on the basis of race, color, creed, religion, national origin, sex, domicile, or marital status; and that all practices, procedures, and policies of each party shall clearly exemplify that there is no discrimination in the treatment of secretaries, or in the application or administration of this Agreement.
- B. Copies of this Agreement shall be reproduced at the expense of the Board and the Association on an equal basis. There shall be mutual agreement as to the type of reproduction, and the Agreement shall be reproduced within thirty (30) days after the Agreement is ratified. Copies shall be presented to all secretaries in the employ of the Board of Education, and to each and every new secretary on his or her engagement by the Board of Education.
- C. Whenever notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram, certified or registered mail at the following address:

1. If by the Association to the Board, the address would be:

Secretary-Business Manager
Plainfield Board of Education
504 Madison Avenue
Plainfield, New Jersey 07060

2. If by the Board to the Association, it shall be addressed to the President of the Association, at an address that is to be provided to the Board no later than the second date after this agreement is ratified.

D. The above contains all the agreements and understanding reached by the Board and the Association. If perchance any section or segment of this Agreement is ruled invalid by the Commissioner of Education, or by a Court, the remainder of this Agreement shall remain in full force and effect.

SPECIAL NOTE:

The words "contract" and "agreement" are used interchangeably throughout this document.

The above Agreement was entered into on October 10, 1969 by representatives of the Board of Education and the Plainfield Association of Educational Secretaries. It was ratified by the Plainfield Association of Educational Secretaries on October 15, 1969 and by the Board of Education on October 21, 1969.

Attest:

THE BOARD OF EDUCATION OF THE CITY OF PLAINFIELD

Board Secretary

per _____
Board President

Attest:

and

Association Secretary

THE PLAINFIELD ASSOCIATION OF EDUCATIONAL SECRETARIES

per _____
Association President

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APPENDIX "A"

SECRETARIAL AND CLERICAL
SALARY SCHEDULE
1969-70

<u>Level</u>	<u>12-Month Positions</u>					
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
III	\$4548	\$4798	\$5049	\$5303	\$5559	\$5818
IV	4797	5057	5320	5586	5853	6123
V	5058	5334	5613	5894	6178	6465
VI	5362	5655	5949	6247	6547	6850
VII	5645	5957	6272	6590	6911	7235
VIII	6017	6346	6677	7012	7350	7691
IX	6411	6761	7113	7469	7828	8192
XI	7204	7599	7999	8402	8809	9219

SECRETARIAL AND CLERICAL
SALARY SCHEDULE
1969-70

<u>Level</u>	<u>10-Month Positions</u>					
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
III	\$3790	\$3999	\$4209	\$4419	\$4632	\$4848
IV	3998	4214	4433	4655	4878	5103
V	4215	4445	4677	4912	5148	5388
VI	4469	4713	4968	5206	5456	5708
VII	4704	4964	5227	5492	5760	6030
VIII	5014	5288	5564	5843	6125	6409
IX	5343	5634	5928	6224	6524	6826
XI	6003	6333	6666	7003	7341	7683