

A G R E E M E N T

Between the

BOARD OF EDUCATION

of the
TOWNSHIP OF WARREN Township Board of Education

COUNTY OF SOMERSET, N. J.

and the

WARREN TOWNSHIP
EDUCATIONAL SECRETARIES ASSOCIATION

for the

School Years ~~X~~ 1980-1981 and 1981-1982

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July 1980

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PREAMBLE

This agreement entered into this _____ day of _____, 1980 by and between the Board of Education, Township of Warren, County of Somerset, New Jersey, hereinafter called the "Board" and the Warren Township Educational Secretaries Association hereinafter called the "Association."

W I T N E S S E T H

WHEREAS, the parties hereto have reached an agreement respecting the terms and conditions of employment of certain employees of the Board, the parties hereto, pursuant to Revised Statutes 34:13A-1, et. seq., mutually agree as follows:

ARTICLE I

RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for office personnel under contract, on leave or employed by Board as included herein:

Attendance officer: as per Title 18A

Secretaries: Elementary school offices
Middle School offices
Child Study Team offices
Superintendent's offices
Board offices

Clerk Typist: Any of above offices

Accounting personnel: Bookkeeper
Clerk

but excluding full-time secretary to the superintendent and full-time executive secretary to the school business administrator, and other employees of the Warren Township Board of Education.

Unless otherwise indicated, the term "Secretaries" when used hereinafter in the Agreement, shall refer to all personnel represented by the Association in the negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiation over a procedure in accordance with Revised Statutes 34:13A-1 et seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of secretaries' employment. Such negotiations shall begin on dates prescribed by law.

Any agreement so negotiated shall apply to secretaries, as listed above with noted exclusions, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

- B. During negotiations, the Board and the Association may present relevant data, exchange points of view and make proposals and counter proposals.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

A "grievance" is a claim by a secretary or the Association based upon the interpretation, application, or violation of this Agreement, Board policies or administrative decisions affecting a secretary or a group of secretaries. Exclusion - a complaint of a non-tenure secretary which arises by reason of her not being re-employed.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may affect secretaries. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at all levels of the procedure.

C. Procedure

1. 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, the time limits set forth herein may be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

2. Level One

The grievant shall first discuss her grievance with her immediate superior within five work days of its occurrence to resolve the matter informally. The grievant should submit in writing to her immediate superior, the nature of the grievance and the remedy sought at this time.

The immediate superior shall respond, in writing, to the grievant within five work days of the Level One meeting.

Grievance Procedure, Article III, cont.

3. Level Two

If the grievant wishes to proceed to Level Two, she must forward her grievance, in writing, to the Superintendent within five work days of the receipt of Level One response and so notify the Level One administrator in writing. Failure to do so means the issue is resolved. The Superintendent shall meet with the grievant and/or her representatives within ten work days of receipt. At his discretion, the Superintendent may require the presence of the immediate superior at that meeting. The Superintendent shall respond, in writing, to the grievant within ten work days of the Level Two meeting.

4. Level Three

If the grievant and/or her representatives wish to proceed to Level Three, she must forward her grievance, in writing, to the Board of Education within five work days of her receipt of Level Two response and so notify the Superintendent. Failure to do so means the issue is resolved. Within fifteen days of receipt of grievance, the Board shall notify the grievant, in writing, as to whether or not a hearing will be held. If a hearing is set, it must be held within twenty work days of Board receipt of grievance. The grievant and/or her representatives would meet with the Board and/or its representatives. The Board's decision shall be communicated, in writing, to the grievant within five work days of this meeting.

5. Level Four

- a. A grievance to proceed to Level Four must be concerned with the interpretation or meaning or application of any of the provisions of this agreement. Appeal of any grievance based on other issues shall proceed immediately to Level Five.
- b. If the grievant wishes to proceed to Level Four following a hearing by the Board, she must request in writing, within five work days of receipt of Level Three response, that the Association submit the grievance to advisory arbitration. Failure to do so means that the grievance has been resolved.

If the Association determines that the grievance is meritorious, it may submit the grievance to advisory arbitration within fifteen work days after receipt of a request by the grievant and so notify the Board. Failure to submit means that the grievance is resolved.

ARTICLE XXV

Duration of Agreement

This agreement shall be in full force and effect as of July 1, 1981 and shall continue in effect until June 30, 1983 subject to 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 extended in writing by both parties.

IN WITNESS WHEREOF THE parties hereto have caused this agreement to be signed by their duly authorized officers the day and year first above written .

MAINLAND REGIONAL SECRETARIES' ASSOCIATION

By (Signed)
President

By (Signed)
Secretary

BOARD OF EDUCATION OF THE
MAINLAND REGIONAL HIGH SCHOOL DISTRICT
OF ATLANTIC COUNTY

By (signed)
President

By (signed)
Secretary

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Grievance Procedure, Article III, cont.

(Level Four, cont.)

- c. If no Board of Education hearing is set, the grievant may either discontinue the grievance or proceed to Level Four. If the grievant elects to proceed to Level Four, she will follow the procedure outlined in Paragraph a, starting not before the fifteenth work day and not after the 25th work day dating from Board's receipt of grievance. Failure to do so means the grievance has been resolved.
- d. Within ten work days after such written notice of submission to advisory arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period a request may be made to the American Arbitration Association by either party to select an arbitrator.

The arbitrator shall confer with representatives of the Board and grievant and begin hearings as soon as can be arranged. He shall then be restricted to considering only the question(s) submitted to him. The arbitrator shall issue his recommendations within thirty calendar days after he has concluded the hearings.

- e. The arbitrator's recommendation(s) shall be advisory and shall be submitted to the Board and to the grievant in writing and shall set forth his findings of fact, reasoning, and recommendations only on the issue(s) submitted.
- f. The cost for the services of the arbitrator including per diem expenses, if any, subsistence expenses, actual and necessary travel shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

6. Level Five

Appeals beyond Level Four may be made as prescribed by law.

7. The filing of a grievance does not relieve the grievant of the responsibility for complying with the administrative directive until such time as the grievance is resolved.

Grievance Procedure, Article III, cont.

D. Miscellaneous

1. When a secretary is not represented by the Association, the Association shall have the right to be present and to state its views with the approval of the grievant.
2. All meetings and hearings under this procedure shall not be conducted in public and shall include only the parties of interest and their designated representatives unless otherwise provided by law.

ARTICLE IV

SECRETARY RIGHTS

- A. Pursuant to chapter 123, Public Laws of 1974, as amended, the Board hereby agrees that every employee of the Board included in the unit as set forth under Article I shall have the right freely to organize, join, and support the Association and its activities and affiliates for the purpose of engaging in collective negotiations for mutual aid and protection. As a duly elected body exercising governmental power under 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 secretary in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, as amended, or other laws of New Jersey or Constitutions of New Jersey and the United States.

- B. No tenure secretary shall be disciplined, reprimanded, reduced in rank, or have her increment withheld without just cause. Any such action taken by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board, and shall be subject to the grievance procedure herein set forth.

- C. Nothing contained herein shall be construed to deny or restrict to any secretary such rights as she may have under New Jersey School Laws or other applicable laws and regulations of the State of New Jersey.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests available information concerning the financial resources of the district; i.e., A-4 audit, A-7 report, agendas and minutes of all public Board meetings, census data, individual and group teacher health insurance premiums relative to cost with names and classifications of illness to be withheld, and names and addresses of all teachers.
- B. (1) If both parties agree to meet during working hours any representative of the Association or any secretary participating in these negotiations, grievance proceeding (excluding Level Four) conferences, or meetings relative thereto shall suffer no loss of pay.
- (2) It is recommended that all Level Four Grievance Procedures be conducted outside school hours. If this is not possible the cost of substitutes shall be deducted from the salary of the grievant and the Association representatives.

ARTICLE VI

WORKING CONDITIONS

A. Hours

1. A normal work week for employees in those personnel units designated in Article I shall consist of five (5) working days.
2. Normal work week shall consist of 37½ hours (excluding lunch).

B. Overtime

1. At the request/approval of immediate superior, a secretary who works more than thirty-seven and one-half (37½) hours in any one week shall be compensated on the basis of time and one-half for each hour behind the 37½ hours worked in that week. Holidays falling within the work week shall be considered as days worked. *

C. All summer secretarial employment opportunities shall be offered to interested members of the Warren Township Educational Secretaries Association before being offered to persons who are not members of the unit. When more secretaries apply for summer employment than there are positions available, available positions shall be assigned on the basis of seniority. With the exception of 1978, secretaries interested in summer employment shall so indicate to the superintendent by May 1. Notification shall include any period of time during the summer when the individual would not be available for employment.

1. Summer employment shall be paid pro rata of the current salary guide.

D. Inclement Weather/Emergency Closings

1. When the school is closed due to inclement weather, secretaries will be expected to make every reasonable effort to get to work. Delayed arrival will be acceptable.

E. It is understood and agreed that the secretary will come in whatever time prior to Sept. 1 her supervisor feels is necessary in order to insure a smooth, efficient school opening.

The supervisor will keep a record of that time, report it in writing to the superintendent, and provide equal compensatory time to that secretary during periods when school is closed.

F. Secretaries will not be required to report for work on the N.J.E.A. Convention Days.

* For legal holidays worked there shall be given equal compensatory time off.

ARTICLE VII

SALARIES AND FRINGE BENEFITS

- A. The salaries of all secretaries covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.
1. Ten-month secretaries may individually elect to have approximately twelve (12) percent of their monthly salary deducted from their pay. These funds shall be deposited in the secretary's name in the Board's bank of record, and may be withdrawn by the secretary at any time.
 2. Secretaries employed on a ten (10) month basis are to be paid in twenty (20) semi-monthly instalments.
 3. When a payday falls on or during a school holiday, vacation or weekend, secretaries shall receive their paychecks on the last previous working day.
 4. Ten-month secretaries shall receive their final check on or before June 30.
- B. With prior approval of the superintendent, secretaries shall be reimbursed 100% of tuition costs not to exceed 100% of the current State University tuition for all successfully completed relevant courses.
- C. Medical Insurance
1. Medical Insurance as per Warren Township Educational Association Agreement.
 2. Dental coverage shall be the same as that negotiated with the WTEA.
- D. Compensation for the use of private automobiles for authorized Board activities during any calendar year shall be at the rate authorized during any calendar year by IRS for business mileage deduction for the previous calendar year.
- E. Vacation term for 12-month employees from their fifth (5) year of employment shall be 15 work days.
- F. Those unit personnel who can show a valid first aid certificate shall receive \$100 per year additional compensation for each year of the contract and will be available to render first aid during the school day.

ARTICLE VIII

TRANSFERS AND PROMOTIONS OF PERSONNEL

- A. Notice of secretarial vacancies and promotional opportunities within the school district shall be forwarded to the Association president for posting upon receipt, when school is in session. Secretaries interested in applying for any of these positions may indicate their interest in writing to the Superintendent within ten (10) days of submission of the notice to the Association.

Secretaries who wish to be informed of vacancies and promotional opportunities which may occur during the summer months shall leave a statement to that effect for the Superintendent prior to the close of school in June so notice of vacancies and promotional opportunities can be mailed to them.

- B. Secretaries may request a transfer within the school district by notifying their school principal or immediate superior in writing prior to February 15 for the following school year.
- C. Involuntary reassignments or transfers of school personnel shall be made only after consultation with the secretary affected, if that secretary can be reached. Notices of such transfers will be given to the secretary involved as soon as practical and only after all voluntary requests for this assignment or transfer have been carefully considered.
- D. R. I F. CLAUSE

Those secretaries whose employment is terminated due to reduction in force shall have priority based upon their previous seniority for reemployment as vacancies occur. The provisions of this Article shall not extend beyond two (2) years of the effective date of said termination of employment. Persons effected must maintain a current address and/or phone number with the Board. When an offer of reemployment is made, the individual must respond within thirty (30) days or the offer can be made to a former employee of less seniority or lacking same, for public hire.

ARTICLE IX

SICK LEAVE

- A. Cumulative sick leave as defined in New Jersey Statutes annotated 18A:30-1 and amended below:
1. Ten days absence for personal illness with full pay in any school year (18A:30-2) for ten-month employees with less than six years service in Warren Township.
 2. Unused days of sick leave shall be cumulative without limit, beginning from the date of the secretary's continuous employment by the Board (18A:30-3,3.1.)
 3. Twelve days absence for personal illness with full pay in any school year for ten-month employees with six years or more service in Warren Township. These shall be cumulative.
 4. Secretaries while on leave of absence do not accumulate additional sick leave credit but are guaranteed their accumulated sick leave effective the date of their return to active service.
 5. Secretaries who are absent five or more consecutive days for personal illness shall supply written evidence from a licensed physician attesting to his/her illness and fitness for resumption of duties.
- B. Any secretary whose personal illness extends beyond the period compensated under Article IX-A shall be deducted at the rate of 1/200 of the Secretary's salary or the cost of a substitute (not to exceed the daily rate of said employee) at the discretion of the Board. Upon return from leave, she shall be assigned to the same job, if available, or to a substantially equivalent position. Compensation of part-time secretaries shall be prorated.
- C. Upon retirement after twenty years of service in Warren Township, a one-time payment shall be made for a certain portion of unused sick leave. The number of unused days eligible for payment shall be the net increase in sick days accumulated during the ten years immediately prior to retirement. Payment for each eligible unused sick day shall be at a rate equal to 1/1000 of the average of the base annual salary paid over the ten years immediately prior to retirement.

ARTICLE X

TEMPORARY LEAVE OF ABSENCE

Leaves of absence with pay shall be granted annually for the following reasons:

A. Upon Approval of the Administration

1. Five days per occasion if required for death in the immediate family (spouse, child or parent); three days per occasion if required for death of brother, sister, mother-in-law or father-in-law.
2. For other death in the family - one day per occasion - to include grandchild, grandparent, uncle, aunt, brother-in-law, sister-in-law, son-in-law or daughter-in-law.
3. For the conduct of personal affairs which cannot be handled outside school hours. A personal leave day cannot normally be used the day before or the day after a holiday or vacation period or the first or last day of secretaries' school term. Application to the secretary's superior shall ordinarily be made at least three days prior to the leave. Maximum allowance -- three (3) days per year. No reason required for two of the three days.
4. For the religious holidays where their observance prevents the secretary from working on a school day -- maximum two days per year.

B. Upon Approval of the Superintendent

1. For the purpose of visiting other schools or attending meetings or conferences of an educational nature.
2. For jury duty, maximum allowance as required.
3. For appearance in any legal proceeding connected with the secretary's employment or with the school system or in any other legal proceeding, except where a secretary is suing the Board, if the secretary is required by law to attend provided the employee is not a party to a suit. Maximum allowance as required.

(Article X, Temporary Leave of Absence, cont.)

4. Full pay shall be paid by the Board for temporary (not to exceed 90 days in any one year) duty with any unit of the U.S. Reserves or the State National Guard provided such obligation cannot be fulfilled when school is not in session.
 5. A maximum of two (2) days each for two representatives to attend conferences of NJEA and NEA shall be granted. Deduct cost of substitutes.
- C. Payment for other leaves of absence or emergency absence may be granted by the Superintendent with Board approval.

ARTICLE XI

EXTENDED LEAVES OF ABSENCE

- A. All requests, extensions or renewals of extended leaves without pay, shall be made in writing to the Superintendent. The Superintendent shall give written notification of the Board's disposition.
- B. A secretary applying for maternity leave shall notify the Superintendent at least 60 days prior to the date she intends to leave. Leave without pay shall be granted with the commencement date at the option of the secretary, subject to written approval of her physician. The secretary shall have the option of terminating the leave of absence the following September 1 or the succeeding September 1.

ARTICLE XII

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its secretaries dues for the Warren Township Education Association, the Somerset County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of said associations as said secretaries individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJS 52:14-15.9e) under rules established by the State Department of Education.

ARTICLE XIII

MISCELLANEOUS PROVISIONS

- A. Any individual contract between the Board and an individual secretarial employee hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract between the Board and an individual employee contains any language inconsistent with this Agreement, this Agreement, during its duration shall be controlling.
- B. The Association and the Board agree that this agreement also incorporates resolution of impact negotiations relative to the Board's reduction of nursing coverage in the schools during the 1977-78 school year.
- C. Copies of this Agreement shall be duplicated within thirty days (30) after the Agreement is signed and presented to secretarial employees now employed or hereafter employed by the Board. The cost of such duplicating shall be shared equally by the Board and the Association.

ARTICLE XIV

AMENDMENT AND DURATION OF CONTRACT

- A. 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.
- B. This contract shall remain in full force and effect from July 1, 1980 - June 30, 1981 & July 1, 1981 - June 30, 1982.
- C. If at the time this Agreement would otherwise terminate the parties are negotiating for a new agreement, the terms and conditions hereof shall continue in effect so long as such negotiations voluntarily continue, and any new Agreement may be made retroactive to the date the new Agreement would otherwise have become effective.

Date _____

In witness whereof the parties have executed this Agreement, the day and year first above written:

Board of Education of the Township of Warren

Attest:

By _____
President

Secretary

Negotiated by:

Chairperson: Mrs. Laura Hartstein

Members: Mr. Robert Dagnall
Mr. Robert Mick

Advisory: Dr. Angelo L. Tomaso
Superintendent

Warren Township Educational Secretaries Association

Attest:

By _____
President

Secretary

Negotiated by:

Members: Mrs. Juanita Lucy
Mrs. Thelma Jennings
Mrs. Patricia Matonick

SCHEDULE A		
WARREN TOWNSHIP EDUCATIONAL SECRETARIES ASSOCIATION		
SALARY GUIDE 1980-81		
YEARS OF EXPERIENCE	TEN MONTH	12 MONTH BOOKKEEPER
0	\$5,884	\$ 7,062
1	6,247	7,497
2	6,610	7,932
3	6,973	8,367
4	7,335	8,802
5	7,698	9,238
6	8,061	9,673
7	8,424	10,108
8	8,786	10,543
9	9,149	10,979
10	9,511	11,414

Employees who are at step #10 or above will increase amounts as indicated below as a special increase this year. This results in:

- A. The 12-month employee shall receive \$12,862 from 7-1-80 through 6-30-81.
- B. One 10-month secretary shall receive \$10,660 from 9-1-80 through 6-30-81.
- C. One 10-month secretary shall receive \$10,739 from 9-1-80 through 6-30-81.

SCHEDULE A		
WARREN TOWNSHIP EDUCATIONAL SECRETARIES ASSOCIATION		
SALARY GUIDE 1981-1982		
YEARS OF EXPERIENCE	TEN MONTH	12 MONTH BOOKKEEPER
0	\$6,073	\$ 7,289
1	6,472	7,768
2	6,781	8,246
3	7,271	8,725
4	7,670	9,203
5	8,068	9,682
6	8,467	10,161
7	8,867	10,640
8	9,266	11,118
9	9,664	11,597
10	10,063	12,076

Employees who are at step #10 or above will receive amounts as indicated below as a special increase this year. This results in:

- A. The 12-month employee shall receive \$14,149 from 7-1-81 through 6-30-82.
- B. One 10-month secretary shall receive \$11,726 from 9-1-81 through 6-30-82.
- C. One 10-month secretary shall receive \$11,812 from 9-1-81 through 6-30-82.

Secretary Evaluation

All secretaries shall be evaluated by the administration at least once each year. The secretary shall meet with the evaluator to discuss the evaluation. At the time of the meeting, the secretary may add appropriate comments to the evaluation form. The secretary shall sign the evaluation form at the time of the meeting. The affixing of this signature shall acknowledge that she has met with the evaluator and reviewed the evaluation by affixing her signature to the copies to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. Additional meetings shall be held when requested by either party.

1. The Board of Education may withhold for inefficiency, or other good cause, all or part of the employment increment of any secretary in any year by a majority vote of all members of the Board of Education. Written notice of such action, together with reasons therefor, shall be given to the secretary concerned.
2. The immediate superior and/or principal shall prepare a written recommendation for the withholding of an increment. The immediate superior and/or principal shall provide the secretary against whom the recommendation is made with a written notice of the alleged cause(s) for the recommendation specifying the nature thereof, with such particulars as to furnish the secretary with an opportunity to correct and overcome the same within a time period specified by the principal.
3. The specified time having expired, and no satisfactory resolution reached, the immediate supervisor and/or administrator shall send a copy of the recommendation to the Superintendent.
4. Once a recommendation is forwarded to the secretary and the Board, the secretary may, within ten school days, file a grievance commencing at the principal level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth heretofore in this agreement.
5. Any action by the Board to withhold an increment, or any part thereof, shall be subject to appeal to the Commissioner. The Commissioner shall have the authority to restore all or part of the increment withheld retroactively.