

AGREEMENT

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between

WASHINGTON TOWNSHIP

BOARD OF EDUCATION

(Gloucester County)

and

WASHINGTON TOWNSHIP

EDUCATIONAL OFFICE PERSONNEL ASSOCIATION

Covering the Period

July 1, 1981

to

X
June 30, 1983

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PREAMBLE

WHEREAS, the Board of Education of the Township of Washington, County of Gloucester, New Jersey (hereinafter "Board"), and the Washington Township Educational Office Personnel Association (hereinafter "Association") pursuant to N.J.S.A. 34:12A-1, et seq., have negotiated with respect to terms and conditions of employment and grievances of those employees contained within this bargaining unit;

NOW, THEREFORE, the Board and Association agree as follows:

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13 A-1 et. seq., on or about 120 days prior to submission date of the budget. Proposals and counter-proposals shall be exchanged between the parties within a reasonable period of time prior to the scheduled date for the commencement of negotiations. Scheduled meetings shall not be cancelled except in the event of an emergency.
- B. Upon reasonable request by the Association, the Board agrees to make known to the Association when and where the Association may obtain such documents as the Board is required by law to release and to make available to the public.
- C. This Agreement shall not be modified in whole or in part by the parties, except by mutual consent. Board policy shall prevail on all matters not covered by the Agreement subject to its negotiability by law.

considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be modified or extended by mutual written agreement of the Board and the grievant or the Association. If such time limits are not adhered to by the Board or Administration, the aggrieved may initiate action to the next step of this procedure. If the aggrieved or the Association fails to adhere to such time limits, the grievance shall be considered withdrawn. A grievance to be considered under this procedure must be initiated by the aggrieved person within thirty (30) school days of its alleged occurrence or from the time when the aggrieved person should reasonably have known of its occurrence or planned occurrence, if so advised in a written communication from the Superintendent of Schools or his designee.

2. Level One - Principal or Immediate Supervisor

An aggrieved person shall first discuss the grievance with her principal (or immediate supervisor) either directly or through the Association's designated representative, with the objective of resolving the matter informally. At the conclusion of said discussion, the grievant and the Principal (or immediate supervisor) shall sign and date a form confirming that said discussion has taken place. The Principal (or immediate supervisor) shall furnish a copy of said form to the Association. The Principal (or immediate supervisor) shall indicate his response in writing within ten (10) school days after said discussion has taken place.

3. Level Two - Superintendent (or his designee)

If the aggrieved person is not satisfied with the disposition of her grievance at Level One, or if no decision has been rendered

grievance at Level Two. If the aggrieved so desires, she may submit written materials to the Board in support of her argument at the time of her request for a hearing. Said written materials shall be served on all parties in interest. The hearing shall be held within thirty (30) calendar days of the request for a hearing. The Board within fifteen (15) calendar days of the termination of the hearing shall, in writing, notify the aggrieved and the Association of its decision.

If the aggrieved person is not satisfied with the disposition of her grievance at Level Three, she may within five (5) school days after the decision by the Board or Board Committee, or thirty-six (36) school days after the request for a hearing by the Board, whichever is earlier, file a written request with the Board Secretary that the grievance be submitted to arbitration. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved and the Board mutually agree upon a longer time period.

5. Level Four - Arbitration

- (a) Within ten (10) school days after such written notice of submission to arbitration, the Board and the aggrieved person 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 for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and

D. Right of Office Employees to Representation

1. Office Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by herself, or, at her option, by an Association representative or an attorney-at-law.

2. Reprisals

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

E. Miscellaneous

1. Group Grievance

If a grievance affects a group or class of office employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

2. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE IV

OFFICE EMPLOYEES RIGHTS

A. Rights and Protection in Representation

Pursuant to Chapter 123, Public Law 1974, the Board hereby agrees that every employee of the Board shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other lawful concerted activities for mutual aid and protection. As a duly elected 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 office personnel in the enjoyment of any rights conferred by Chapter 123, Public Law 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against office employees 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 lawful activities of the Association and its affiliates, collective negotiations with the Board, or her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Required Meetings or Hearings

Whenever any office employee is required to appear before the Superintendent, the Board or any Board member, concerning any matter which could adversely affect the continuation of that office employee in her position of employment or salary or any increments pertaining thereto, then she shall be give prior written notice of the reasons for such meeting or interview, and shall be entitled to

be given reasons for non-renewal in writing upon request. If said reasons do not satisfy the non-renewed employee, said employee may request a hearing before the Board of Education.

D. Mail Facilities and Mailboxes

The Association shall have the right to reasonable use of the inter-school mail facilities and school mailboxes.

E. General Information

The Board agrees to make available to the Association information which is available to the public or any information not of a confidential nature which may be necessary for the Association to process a grievance or complaint. Information of a confidential nature will only be released with the expressed permission of the individual employee it concerns.

F. Exclusion of Position From Bargaining Unit

The Board shall notify the Association in writing that it is considering excluding a position from the bargaining unit.

Article VI (2)

- B. All hours in excess of forty hours per week worked by an employee shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times the pro-rated annualized hourly rate. The normal work day shall be seven and one-half ($7\frac{1}{2}$) hours.
- C. Persons on existing contracts will not be involuntarily upgraded to longer contracts.
- D. If for emergency purposes, school shall be closed while in session, office personnel shall be entitled, at the discretion of the principal, or in his absence, the immediate supervisor, to leave as soon as all students have left the building. Those office employees who work in a non-student building shall be entitled to leave at the discretion of the immediate supervisor. In the event school is closed for emergency purposes, prior to its regular scheduled opening, all office personnel covered by this Agreement shall not be required to report for work.
- E. Official calendar year paid holidays, applicable to all employees covered by this Agreement, shall be in accordance with those holidays set forth in the school calendar as attached to this Agreement. (Appendix A)
- F. The employment contract of any unit employee may be terminated at any time by the Board or by the unit employee by either party giving to the other 30-day notice in writing of intention to terminate. Upon application of a unit employee, the Board may waive such 30-day notice and permit the unit employee to terminate her employment in less than 30 days in situations involving emergencies or other justifiable reasons.

Salary Provisions (2)

years while employed in a position covered by this Agreement (i.e., service in another capacity such as cafeteria worker, teacher aide, etc., does not apply to the intent of longevity benefits).

Longevity honoraria, minus deductions, shall be paid at the end of the contract year as itemized below:

Completion of 10 years - \$125

Completion of 15 years - \$250

To gain a service year of credit for longevity, an individual's years of employment must comply to Paragraphs C, D and F of this article.

Withholding Salary Increase (2)

5. In the year following the year for which the salary increase was withheld, such employee shall be restored to her normal salary level as if the salary increase had never been withheld, unless the Board shall take further action in accordance with the provisions of this Article to further withhold any additional salary increase or increases in whole or in part.

ARTICLE X

EMPLOYEE EVALUATION

A. Principals and supervisors shall keep the employees informed as to whether or not the kind of service they are rendering is satisfactory in terms of the standards of the school district. Written evaluation reports are to be sent to the employees by the principal and/or supervisor with copies forwarded to the Superintendent once each year for all tenured personnel and twice a year for nontenured personnel, prior to April 1.

B. If a reasonable period of time remains following a negative evaluation by a principal and/or supervisor prior to April 1, the secretary receiving a negative evaluation may request one or two additional evaluations.

C. Written evaluations shall be given to the employee for her signature and comments prior to submission of the reports to the Superintendent.

ARTICLE XII

TEMPORARY LEAVES OF ABSENCE

A. All temporary leaves of absence, with or without pay, are granted by the Superintendent of Schools or his designee and except in emergencies, must be requested and approved in advance.

B. Employees shall be granted up to five (5) days leave for a death in the immediate family per occurrence. Immediate family shall consist of husband or wife, mother, father, parents-in-law, brother, sister, child, or any person standing in loco parentis. Such leave shall not be deducted from sick leave.

C. Absence of an employee due to an injury which is compensable under the New Jersey Workman's Compensation Act shall not be considered as part of sick leave.

D. An employee absent on jury duty shall not be required to deduct such absence from sick leave. Such employee shall be reimbursed the difference between her prevailing rate of pay and amounts received for jury service.

E. An employee required to attend a court of law in a matter arising out of her employment shall be reimbursed full pay. An absence for such reason shall not be considered part of sick leave. This paragraph shall not be applicable with respect to court actions instituted by the employee against the Board or administrative personnel of the school district nor with respect to charges involving moral turpitude on the part of the employee unless the employee is ultimately acquitted of the charge.

F. Absence for personal business such as, but not limited to, settlement of house, death of a distant member of the family or friend, or accident, shall not exceed three (3) days during the contract year.

"unused personal days" shall in no event be deemed to be "accumulated unused sick leave" for the purpose of such legislation.

G. Leave shall not be granted immediately before or after a holiday or school closing except in a serious emergency.

Maternity (2)

Determination of whether the nontenured office employee on maternity leave will be reemployed for the following contract year will be made on, or prior to, May 30, as it is for all employees of this unit. The contract year in which maternity leave is granted shall not count toward fulfillment of the time requirements for acquiring tenure.

B. The Superintendent shall be notified of the pregnancy by the end of the third month. A request for maternity leave, without pay, shall be made by the employee between the third and the fifth month of pregnancy. The employee may not return to work until after the presentation of a medical certificate from a physician stating that she is capable of performing her duties. If an employee decides not to return, she shall notify the Superintendent by giving notice of resignation at least sixty (60) days before the leave expires.

ARTICLE XV

VACATION POLICY

A. All twelve month employees shall be entitled to utilize vacation days with pay in the contract year following the one in which the vacation days were earned according to the schedule set forth in this Article. Legal holidays shall not be counted as vacation days if they fall on a working day during an employee's vacation as scheduled under this Article.

B. Vacation schedules shall be arranged and coordinated with an employee's immediate supervisor, and be submitted to the Superintendent of Schools for approval at least three weeks prior to the first day of vacation. Should a conflict in vacation scheduling arise, preference shall be given according to seniority. Vacations shall be taken during the summer recess period unless otherwise authorized by special permission of the Superintendent. A maximum of one week of unused vacation may be carried into the following contract year upon written request and the approval of the superintendent.

In the first year of employment, employees who work less than one year, but more than six months shall earn five (5) days vacation to be taken during the following contract year. If services are terminated by the employee during, or at the conclusion of, the first year, said employee shall not be entitled to any vacation.

C. Vacation eligibility is calculated at the end of each contract year.

ARTICLE XVI
WORK CONTINUITY

A. The Association agrees that it will sanction no job actions of any type and will discourage any job actions by its membership for the duration of this contract and during the course of grievance procedures. The Board will conduct no lockouts during the term of this Agreement.

B. The parties agree that they will resolve all disputes through the procedure outlined in this Agreement or as subsequently modified by statute or court decision.

Article XVII (2)

by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any benefit existing prior to its effective date.

C. Copies of this Agreement shall be reproduced at the equal expense of the Board and Association after agreement on format within thirty (30) days after the Agreement is executed. The Agreement shall be presented to all office personnel now employed, or hereafter employed.

D. Whenever any notice is required to be given by either party to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing with signed receipt of delivery, at the following addresses:

1. If by the Association to the Board:

Board of Education Office
Hurffville-Cross Keys Road
Box 286, R. D. 3
Sewell, NJ 08080

2. If by the Board to the Association:

The school building where the President of the Association is assigned.

APPENDIX A

WASHINGTON TOWNSHIP PUBLIC SCHOOLS CALENDAR

1981 - 1982

September				
M	T	W	T	F
		1	2	3
4	5	6	7	8
9	10	11	12	13
14	15	16	17	18
19	20	21	22	23
24	25	26	27	28
29	30			

2 - New Teacher Orientation
 3 & 4 - In-Service -All Tchrs.
 7 - Labor Day
 8 - School Opens

October				
M	T	W	T	F
			1	2
3	4	5	6	7
8	9	10	11	12
13	14	15	16	17
18	19	20	21	22
23	24	25	26	27
28	29	30		

12 - Columbus Day

November				
M	T	W	T	F
1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	28	29	30

11 - In-Service Half Day
 12 & 13 - NJEA Convention
 26 & 27 - Thanksgiving

December				
M	T	W	T	F
1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	28	29	30
31				

24 thru 31- Winter Recess

January				
M	T	W	T	F
				1
2	3	4	5	6
7	8	9	10	11
12	13	14	15	16
17	18	19	20	21
22	23	24	25	26
27	28	29	30	

1 - New Year's Day
 Winter Recess
 15 - Martin Luther King Day

February				
M	T	W	T	F
1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	28	29	

12 - Lincoln's Birthday
 15 - Washington's Birthday

March				
M	T	W	T	F
1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	28	29	30
31				

1 - In-Service Full Day

April				
M	T	W	T	F
			1	2
3	4	5	6	7
8	9	10	11	12
13	14	15	16	17
18	19	20	21	22
23	24	25	26	27
28	29	30		

7 thru 9 - Spring Recess

May				
M	T	W	T	F
1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	28	29	30
31				

31 - Memorial Day

June				
M	T	W	T	F
1	2	3	4	5
6	7	8	9	10
11	12	13	14	15
16	17	18	19	20
21	22	23	24	25
26	27	28	29	30

18 - Last Day of School
 17 & 18 - Half Days for students

- - Schools Closed
- - In-Service (pupils off)
- △ - In-Service/Half-Day (pupils off)

	Number of Days	
	Students	Teachers
Sept.	17	19
Oct.	21	21
Nov.	17	19
Dec.	17	17
Jan.	19	19
Feb.	18	18
March	22	23
April	19	19
May	20	20
June	14	14
Total	184	189

Calendar includes 4 emergency closing days.

APPENDIX B

*SALARY AGREEMENT - EFFECTIVE JULY 1, 1981

WASHINGTON TOWNSHIP EDUCATIONAL OFFICE PERSONNEL ASSOCIATION

Previous Service Years Completed	Step	Secretary II and Secretary II Bookkeeper	Secretary III	Secretary IV
0 - 1	1	\$ 7,518	\$ 7,079	\$ 6,640
2	2	7,776	7,297	6,819
3	3	8,066	7,593	7,121
4	4	8,362	7,848	7,336
5	5	8,603	8,077	7,549
6	6	9,052	8,486	7,922
7	7	9,500	8,897	8,295
8	8	9,947	9,308	8,668
9	9	10,396	9,718	9,041

*Annualized salary - based upon 7 1/2 hours per day

Longevity Benefits

10 years - \$125.00

15 years - \$250.00

It is agreed that Step 9 will remain as the top step on the salary scale.

An employee's position on the salary guide is determined by prior years of satisfactory service credit.

In the 1981-82 contract year, individuals above guide on twelve month contracts will receive salary increases as follows:

Category II \$1,016

Category III \$ 946

APPENDIX C

*SALARY AGREEMENT - EFFECTIVE JULY 1, 1982

WASHINGTON TOWNSHIP EDUCATIONAL OFFICE PERSONNEL ASSOCIATION

Previous Service Years Completed	Step	Secretary II and Secretary II Bookkeeper	Secretary III	Secretary IV
0 - 2	1	\$ 8,307	\$ 7,822	\$ 7,337
3	2	8,592	8,063	7,535
4	3	8,913	8,390	7,869
5	4	9,240	8,672	8,106
6	5	9,506	8,925	8,342
7	6	10,002	9,377	8,754
8	7	10,498	9,831	9,166
9	8	10,991	10,285	9,578
10	9	11,488	10,738	9,990

*Annualized salary - based upon 7 1/2 hours per day

Longevity Benefits

10 years - \$125.00
15 years - \$250.00

It is agreed that Step 9 will remain as the top step on the salary scale.

An employee's position on the salary guide is determined by prior years of satisfactory service credit.

In the 1982-83 contract year, individuals above guide on twelve month contracts will receive salary increases as follows:

Category II \$1,201 Category III \$1,108
