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AGREEMENT

BETWEEN

WILLINGBORO TOWNSHIP BOARD OF EDUCATION

AND

WILLINGBORO EDUCATIONAL SECRETARIES ASSOCIATION

FOR THE 1984-85, 1985-86 and 1986-87 SCHOOL YEARS

BARBOUR & COSTA, P.
ATTORNEYS AT LAW
10 N. CHESTRUT &
MAIN STREET
P. O. BOX 248

x July 1, 1984 - Julie 30, 1984

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PREAMBLE

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ARTICLE I - RECOGNITION

- A. Pursuant to the prevailing law of the State of New Jersey, the Willingboro Township Board of Education hereby recognizes the Willingboro Educational Secretaries Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for all individuals under contract with the Board in the following unit:
 - 1. Administrative secretaries (other than the secretary to the Superintendent), school secretaries, other secretaries, administrative clerk-typists, clerk-typists, half-time clerk-typists, learning resource center aides, PBS operators, accounts payable clerks, accounts receivable clerks, head payroll clerks, assistant payroll clerks, and graphic arts personnel.
- B. Unless otherwise specified in this Agreement, the personnel included in this unit described above shall herein be referred to as employees.

ARTICLE II - NEGOTIATION PROCEDURE

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A. The parties agree to commence negotiations with respect to a successor agreement in accordance with the then prevailing law of the State of New Jersey.

- B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.
- C. The parties mutually pledge that their representatives shall be clothed with the necessary power and authority to make proposals, consider proposals, and make counterproposals during the course of the negotiations. The Association understands that any agreement reached is tentative until ratified by a majority of the Board at a public meeting.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement as set forth in Article XVIII, neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge of contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- E. In the event that the parties mutually agree to alter, amend or supplement this contract, the terms of said agreement shall be reduced to writing, signed by the parties hereto and adopted by the Board. The terms hereof shall not be otherwise modified.

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F. The Board agrees that during the term hereof, it will not negotiate concerning the employees in the bargaining unit defined in Article I with any other organization other than the Association.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

- 1. Grievance procedures are means by which employees may appeal the interpretation, application, or violation or policies, agreements, and administrative decisions affecting them.
- 2. A grievant is the person or persons making the claim
- 3. A grievance is defined to mean a claim by an employee that there has been to him or her a misapplication, violation or misinterpretation of policies, agreements or administrative decision.

B. Procedure

1. Any employee shall have the right to appeal the application of policies, this Agreement, and administrative decisions affecting him or her through the grievance procedure within thirty (30) calendar days of the event, or thirty (30) calendar days from the time the employee should have known of the grievance.

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- The parties agree that in presenting his grievance,
 the grievant shall be assured freedom from coercion.
- 3. Any grievant has the right to either represent themself in the grievance procedure or to use a representative selected or approved by the Association or a representative approved and selected by the grievant. Whenever an employee is not represented by the Association, the Association shall have the right commencing with Step 2 hereinafter set forth, and all subsequent steps, to present the Association's position in writing.
- 4. In the event a grievance is filed at such time that it cannot be processed through all steps in this grievance procedure by the end of the school year and if left unresolved until the beginning of the following school year, could result in irreparable harm to the grievant, the time limits set forth herein shall 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.
- 5. Whenever an employee has a complaint the employee shall first discuss it informally with their immediate supervisor or any other person involved who will attempt to resolve it. The supervisor shall

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be allowed seven (7) calendar days to study the problem before communicating his determination to the employee.

- shall (subject to the time limits hereinbefore set forth) submit such claim in a formal written presentation which shall thereafter constitute a "grievance" within the purview of this Agreement.

 Said presentation shall indicate the nature of the complaint and the specific facts relevant to its resolution. Said presentation shall be forwarded to the employee's immediate supervisor. The latter's decision shall be rendered in writing within seven (7) calendar days of the receipt of the grievance.
- 6. (b) Step 2. A grievant may appeal the decisions rendered in Step 1 within seven (7) calendar days of the receipt of the written decision described in Step 1 by making a formal written appeal to the Superintendent of Schools. The supervisor involved in Step 1 shall file a written report upon notification by the Superintendent of Schools. The Superintendent of Schools or the Superintendent's designated representative shall (within fourteen (14) calendar days of the filing of said appeal) review the grievance and render a decision in

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- 6. Step 3. Within ten (10) days after the decision of the Superintendent as described above, a grievant dissatisfied with the disposition of the grievance may demand that the same be submitted to arbitration. Said demand for arbitration shall be submitted directly to the American Arbitration Association with a copy to all interested parties, and the Arbitrator shall be selected, and the arbitration conducted, pursuant to the rules of the American Arbitration Association. The decision of the arbitrator shall be final and binding upon the parties hereto, except that the provisions of this paragraph shall not be applicable to any dispute concerning the hiring or firing of any employee. The costs for the services of the arbitrator and the administrative costs of the American Arbitration Association shall be divided equally between the parties.
- 6. (d). The arbitrator shall be wholly without authority to add to, delete from, or modify the provisions of this Agreement in making the decision and rendering the award.

C. Miscellaneous

 Failure at any step of this procedure of one charged with rendering a decision to do so within the specified time limits, shall permit the grievant to proceed to the next step.

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- 2. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step, and such decision will be deemed final determination of the grievance.
- 3. When an employee is not represented by the Association, the Association shall have the right to state its views at all steps of the procedure after Step 1.
- 4. The discharge of non-tenure employee shall under no circumstances be a grievable subject under this Article.
- 5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.
- 6. All specified time limits in this grievance procedure may be extended by mutual agreement in writing.

ARTICLE IV - EMPLOYEE RIGHTS

A. Whenever any employee is required to appear before the Superintendent, the Board, or any committee thereof concerning any matter which could adversely affect the continuation of that employee in their office, position, or employment, or the salary

SARSOUR & COSTA, P. A. ATTORNEYS AT LAW 10 N. CHESTRUT & HAIN STREET P. O. 602 246 or any increments pertaining thereto, then the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent said employee during such meeting or interview.

- B. Pursuant to the prevailing law of the State of New Jersey, the Board hereby agrees that every employee within the defined bargaining unit shall have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiations with the Board, and the Board will not directly or indirectly discourage, deprive or coerce any employee with respect to the exercise of such rights. The Board further agrees that it will not discriminate against any employee by reason of membership in the Association, participation in the activities of the Association, or the processing of any grievance hereunder.
- C. No employee shall be disciplined, reprimanded, or reduced in rank or compensation without just cause, except as otherwise specifically provided herein.

D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affilates.

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ARTICLE V - ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time annual financial reports and audits, directory of all personnel in the unit, and agendas and minutes of all public board meetings.
- B. Whenever any representative of the Association or any employee in the bargaining unit is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference or meetings, said employee shall suffer no loss in pay.
- C. The Association and its representatives shall have the right to use school buildings at reasonable hours for meetings with the approval of the Assistant Superintendent or his designee, which approval shall not be unreasonably withheld.
- D. The association shall have the right to make reasonable use of school mail boxes or inter-school mail facilities.
- E. A representative designated by the Association shall be granted released time, upon request, not to exceed two hours in any given week to perform the functions as Association representative in the fulfillment of this Agreement. The Association shall advise the Personnel Manager of the Board in writing with regard to the name of the representative so designated.

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ARTICLE VI - HOURS OF WORK

- A. All full time secretarial and clerical personnel shall work eight hours per day, inclusive of a one hour lunch period. All approved work performed over 40 hours in a five day week shall be paid at the rate of time plus one-half.
- B. All unit members employed in a half-time position shall work four (4) hours per day with no lunch period provided by the District. The regular work week for such personnel shall be 20 hours.
- C. Reasonable hours encompassing the work day will be established by the building principal for all building personnel and by the Superintendent of Schools for all other personnel.
- D. Overtime is defined to mean any time spent at one's regular or assigned duties either before or after regular daily work hours or on days other than those in the regular work week or regular work year. Overtime work shall be voluntary and based upon mutual agreement of the employee and the immediate supervisor Overtime work shall be rounded to the nearest one-half hour. The time plus one-half rate when applicable shall be computed by dividing the annual salary by the number of weeks in the work year dividing the result by the number of hours in the work week, and

EARBOUR & COSTA, P. A. ATTORNEYS AY LAW 10 N. CHESTINIT & MAIN STREET P. O. BOX 246 multiplying the latter result by one and one-half. At the option of the employee, overtime may be taken as compensatory leave at such times as shall be approved by the employee's immediate supervisor.

- E. Employees in the unit shall be entitled to one uninterrupted rest period of fifteen minutes during the morning and one uninterrupted rest period of fifteen minutes during the afternoon at such time as shall be mutually agreed upon and at the discretion of their immediate superior.
- F. Employees in the unit shall not be required to report for work on days on which the schools are closed due to weather conditions.
- G. The work year for ten (10) month employees, other than LRC aides, shall be September 1, through June 30, inclusive, notwithstanding the beginning and ending dates of the school calendar. The ten (10) month LRC aides shall be excused from reporting for work after the date on which schools close in June.

ARTICLE VII - HOLIDAYS AND LEAVES OF ABSENCE

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A. Holidays. All ten and twelve month employees shall be entitled to paid holidays coinciding with the days during the school year upon which the schools of the Willingboro Township

School District are closed for the purpose of observing such holidays pursuant to the "school calendar" adopted by the administrative body of the said district. An employee must actually work their regularly scheduled work day just preceding and just following a holiday, or be on paid leave of absence on such day or days to receive pay for the holiday.

B. Sick Leave.

- employees shall be entitled to fifteen days of paid sick leave in each work year and all ten month employees shall be entitled to thirteen days of paid sick leave in each work year, except that employees whose total continuous employment by the Board is less than ten full months shall be entitled to paid sick leave at the rate of one point three (1.3) days of sick leave for each month of employment.
- 2. For the 1985-86 and subsequent school years.

 All twelve month employees shall be entitled to fourteen days of paid sick leave in each work year and all ten month employees shall be entitled to twelve days of paid sick leave in each work year, except that employees whose total continuous employment by the Board is less than ten full months shall be entitled to paid sick leave at the rate of one point

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two (1.2) days of sick leave for each month of employment.

C. Emergency Absence.

Death in Family. All employees, upon application for permission, shall be entitled to five days off with full pay in the event of each death in the immediate family. The "immediate family" shall mean, father, mother, wife, husband, child, grand-children, brother, and sister, father-in-law, mother-in-law. All employees shall be entitled to one day off with full pay in the event of each death of grandparents, nephews, nieces, uncles, aunts, brother-in-law, or sister-in-law.

- D. Marriage. Any non-tenure employee may take up to five (5) consecutive working days for marriage and honeymoon, three
- (3) days of which are to be regarded as vacation days and so charged in the current or following year, and the remaining two days to be taken without pay. Tenure employees shall receive full pay for all five of such vacation days.
- E. Personal-Religious Days. All employees in the bargaining unit, upon twenty-four hours written notice to their immediate supervisor, shall be entitled to three (3) days of paid leave during the work year to conduct personal business. Such days which an employee had accumulated prior to the 1982-83, 1983-84 contract shall be taken during the term of that contract. No new accumulation shall be permitted after July 1, 1982 and no previously accumulated leave shall be taken after June 30, 1984.

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Any leave taken for the celebration of regligious holidays shall be deducted from an employee's personal leave days or, if the employee has utilized all such personal leave days, shall be taken without pay.

- F. Leave of absence without pay up to one year shall be granted to a tenure employee for the purpose of caring for a sick member of the employee's family or for medical reasons of the employee. Additional leave beyond such year may be granted to the employee at the discretion of the Board. All benefits to which any such employee was entitled at the time of commencement of leave (including available sick leave) shall be restored upon return. Such returned employee shall be assigned to the same position as last held, if available, otherwise, to a substantially equivalent position.
- G. Maternity leaves of absence shall be subject to applicable state and federal law and court and administrative agency interpretations thereof.
- H. Retirement Pay Plan. Employees who retire from the District or who die while in the active employ of the District shall be entitled to a retirement pay plan to be calculated as follows:

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- 1. Payment shall be at the rate of ten (10) dollars per unused, in-district accumulated sick day up to a maximum of one hundred (100) such days if the retirement or death is during either the 1984-85, 1985-86 or 1986-87 school year.
- Such payment shall only be for sick leave days accumulated while the individual is in the active employ of the District.
- 3. If an employee has any time credited upon beginning employment in the district the subsequent, annual sick leave shall be utilized prior to such credited or carry over time for sickness during the individual's employment.
- Payment shall be to the retiree or his/her estate,
 whichever is applicable.
- 5. Retirement is defined as the term is used by the employee's applicable public pension fund, and does not mean the mere termination of employment with the District.
- I. Same Doctors note requirement for sick leave as WEA.
 SARTICLE VIII VACATIONS
- A. All employees who have been continuously employed as twelve month employees since July 1, 1977 or before, shall be entitled to twenty-three (23) working days of paid vacation leave. All other twelve month employees shall be entitled to paid vacation leave in accordance with the following schedule:

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UPON COMPLETION OF	VACATION LEAVE
1 Year	5 Working Days
3 Years	10 Working Days
5 Years	15 Working Days
7 Years	23 Working Days

For the purpose of calculating vacation entitlement for twelve month employees who have not been continuously employed as twelve month employees since July 1, 1977, only employment periods as a twelve month employee shall be counted towards years of service completed. However, if such an employee has more than one period of service as a twelve month employee all periods of service as a twelve month employee may be added together to determine the number of years of twelve month service completed for purposes of the above vacation leave schedule.

B. Vacation leave for twelve month employees is calculated on the basis of a July 1 to June 30 work year and is earned in the year preceding that in which it is taken. Such vacation leave is to be taken between July 1 and August 15 unless otherwise approved by the Superintendent. Vacation leave must be used or it will be deemed to have been waived; it cannot be accumlated from year to year.

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- C. Persons employed in twelve month contractual positions but who are employed subsequent to July 1 of any given school year shall receive paid vacation leave as of June 30 of such school year at the rate of one day for every 60 working days.
- D. Ten month employees shall be excused from reporting for work after the date on which schools close in June.

ARTICLE IX - TERMINATION OF EMPLOYMENT

The contract of a non-tenure employee may be terminated by either the Board or by the employee upon prior written notification of at least two weeks. Such termination carried out by the Board need not be for cause nor is it required that a statement of reasons be given or hearing afforded. However, the parties acknowledge that they are in agreement that it is to their mutual benefit that terminated employees shall be made aware of the reasons for termination and be given an opportunity to be heard. To that end, the Board shall attempt (at its discretion) to furnish a statement of reasons for termination and grant an opportunity to be heard to a terminated employee who has not achieved tenure. Nothing contained herein shall be construed as an attempt to alter in any way nor to add to, the requirements of law concerning the termination of the employment of tenure employees.

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ARTICLE X - SALARIES

A. The salary of each employee in the bargaining unit for the 1984-85 school year shall be computed in accordance with Schedule A-1, those salaries for the 1985-86 school year shall be computed in accordance with Schedule A-3. Salaries for the 1984-85 school year shall be retroactive to July 1, 1984 for 12 month employees and to September 1, 1982 for 10 month employees. The salary of any ten month employee not specifically designated as such on the schedules, shall be computed as five-sixths (5/6) of the sum payable under the schedules to a twelve month employee and the salary of any half-time employee at one-half of the appropriate sum.

B. The category of each employee shall be determined by the Personnel Manager, under the direction of the Board of Education. Each new employee shall have a beginning salary based upon the appropriate category and computed at Step 1, regardless of experience. Upon a showing of the skills, competence and performance required by the job, each employee shall at the beginning of each succeeding school year advance to the next highest step, provided however, that any employee holding a ten month employment contract shall not be eligible to advance to the next succeeding step on the salary guide unless said employee has completed five months of active service in the school district during the school year in which said employee was hired, and provided further that no employee holding a twelve month contract shall be entitled to advance to the next step of the salary guide unless said employee has

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completed six months of active service in the district during the school year in which said employee was hired.

- C. If an employee has been assigned to a position other than the employee's contract classification for which there is a higher rate of compensation, said employee shall be compensated at the higher rate for such time as said employee continues to work in the higher classification after the assignment exceeds 23 consecutive working days or 30 non-consecutive working days during the contracted work year, whichever occurs first. Time spent working in a higher classification, whether or not such is compensible at the rate applicable thereto, shall not create any entitlement to permanent reclassification or reassignment to the higher classification.
- D. In addition to the above-described salary, each contractual employee in continuous employment of the Willingboro Board of Education shall receive a longevity increment in annual salary, in the sum of \$100.00 at the beginning of the fourth, seventh, tenth, thirteenth, and sixteenth school years next succeeding the initial date of continuous employment. Service prior to July 1, 1958, shall not be included in determining length of continuous employment.

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E. Salaries hereunder shall be paid on the fifteenth and thirtieth day of the month; in the event that said date may fall on a weekend or holiday, salary payments will be made on the preceding work day.

- F. Any unit member who reached and remained at the final step of the vertical column on the salary guide for one year, and who would not, therefore, receive a scheduled increment, shall receive in each contract year thereafter a career service increment of \$150. The parties have added a revised salary step in each of the 1982-83, 1983-84, 1984-85, 1985-86 and 1986-87 years so no new career service increments will be paid for those years.
- G. The Board of Education will provide one four hundred (\$400.00) dollar per year stipend for each of the three (3) years of this contract. That stipend will be paid to one unit member each year who is assigned for the year of payment to the alternate school.

ARTICLE XI - HEALTH INSURANCE/PRESCRIPTION PLAN/DENTAL PLAN

- A. During the period of 1984-85, 1985-86 and 1986-87, the Board shall pay the full costs of health insurance program for the personnel in the unit, which program shall include Blue Cross, Plan 365, Blue Shield Prevailing Fee Plan; and Rider J. The major medical coverage shall contain those features set forth on the plan summary attached hereto as Schedule C.
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- B. For those employees whose spouses are employed in the district, the Board shall provide a maximum of one family insurance

coverage per family unit, provided that should the marital status change, or should the covered employee leave the district's employ, the non-covered employee shall become eligible immediately for the appropriate coverage with no delay or waiting period.

- C. Unit members who retire, as that term is used by the Teachers Pension and Annuity Fund or who are on an extended long-term unpaid leave of absence shall be eligible to apply for medical insurance coverage at a group rate. The premium for such coverage shall be paid solely by the unit member receiving that coverage with no costs of any kind whatsoever, to the Board. The coverage provided is adjustable to keep the premium level within any statutory or regulatory limitations. The parties agree and direct any person interpreting this contractual provision or deciding the rights created hereunder to treat any challenge to this provision which attempts to or could result in imposing any costs whatsoever upon the Board as a result hereof as a waiver of this contractual provision. The intent is that no costs whatsoever be imposed upon the Board.
- D. No unit member whose regular, contracted employment is seventeen (17) or less hours per week shall receive any fringe benefits other than the prescription plan under this contract or Board policy.

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E. Prescription. For the duration of the 1984-85, 1985-86 and 1986-87 contract years, unit members shall be provided a prescription plan as set forth on the plan summary attached hereto as Schedule D. The co-payment provision shall be one (\$1.00) dollar per prescription.

F. The Board shall provide a maximum of one hundred and ten (\$110) dollars per unit employee for the 1984-85 contract year for the purpose of purchasing employee only dental insurance coverage. For each of the 1985-86 and 1986-87 contract years, the Board shall provide a maximum of one hundred and twenty-five (\$125) dollars per unit employee receiving employee only dental insurance coverage and a maximum of two hundred thirty-five (\$235) dollars per unit employee receiving family dental insurance. The Association shall provide input as to the type and extent of the coverage to be purchased, however, the Board, shall make the final decision. Under no circumstances shall the cost of the Board exceed the maximum one hundred and ten (\$110) dollars per unit employee for the 1984-85 year of coverage.

Under no circumstances shall the cost to the Board for either of the 1985-86 or 1986-87 years of coverage exceed the maximum amount of one hundred twenty-five (\$1.25) dollars for each unit member receiving employee only coverage or two hundred thirty-five (\$235) dollars for each unit member entitled to and receiving family coverage. The parties direct any arbitrator or anyone else reviewing this contract to apply and abide by the maximums of \$110.00 per unit employee for the 1984-85 year, \$125.00 per unit employee per year receiving employee only coverage in 1985-86 and 1986-87, and \$235.00 per unit employee per year entitled

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to and receiving family coverage in 1985-86 and 1986-87.

G. Rider J shall be extended to provide diagnostic pathology laboratory work to a combined total of Four Hundred (\$400.00) Dollars per year.

ARTICLE XII - PROMOTIONS

- A. A promotional position shall be one which pays a higher rate and which encompasses a higher level of responsibility.
- B. When a promotional position becomes vacant to which a promotion could be made, notice of said vacancy shall be given to the Association and shall be posted on the bulletin board of the central office and of each school. Said notice shall be posted at a reasonable time in advance of contemplated action so as to given prospective applicants a reasonable opportunity to apply. Said notice shall indicate the duties, qualifications and salary range for the position.
- C. Employees desiring to apply for such positions shall submit applications in writing to the Personnel Manager within the time specified in the notice.
- D. The Board agrees in considering such applications to give

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 along with other relevant factors.

- E. Applicants not selected shall be given written notice thereof.
- F. If any employee is promoted and as a result moves from one classification to another, said employee shall move laterally across the guide.
- G. Any employee promoted shall serve a ninety (90) day working day probationary period during which the Board may rescind the promotion.

ARTICLE XIII - VOLUNTARY TRANSFERS

- A. In the event that a vacancy occurs in any unit position, the Personnel Manager shall, within a reasonable time thereafter, notify the Association thereof and post notice of the vacancy on the bulletin board in the central office and in each school.
- B. Any employee in the unit who desired to transfer to another building may file a written statement of request to do so with the Personnel Manager, including the position and location to which transfer is desired.
- C. In the review of requests for voluntary transfer, the Board shall consider the wishes of the individual employee but shall retain the right to dispose of any request in accordance with the best interest of the school system.

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D. Employees in the bargaining unit applying for a job within their own classification shall not be required to take a test to determine their eligibility to fulfill the position.

ARTICLE XIV - INVOLUNTARY TRANSFERS

- A. Notice an involuntary transfer or reassingment shall be given to employees as soon as practicable, and except in cases of emergency with not less than sixty (60) days notice.
- B. When an involuntary transfer or reassignment is necessary, consideration shall be given, among other things, to an employee's area of competence, length of service in a particular location, and all other relevant factors in determining which employee is to be transferred.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the employee and the Personnel Manager at which time the employee shall be notified of the reason therefor. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Superintendent shall meet with the employee. The employee may, at their option, have an Association representative present at such meeting.
- D. An employee being involuntarily transferred or reassigned shall be so transferred or reassigned only to an equivalent position.

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ARTICLE XV - SENIORITY

A. Seniority shall be based upon an emoloyee's service in the district as calculated for tenure purposes. The Board shall maintain a seniority list of employees, copies of which shall be made available to the Association. Such list shall be updated quarterly.

In the event that a reduction in force should occur, that involves tenured employees, the reduction for tenured employees shall be based upon seniority, provided that said tenured employees may be permitted to bump into a lower classification, if they possess the requisite qualifications and ability to perform the functions of the job to which they desire to bump into and further that no one shall be permitted to bump into a higher classification.

In the event that the Board determines to recall any tenured employees who have been reduced in force, said recall shall be on the basis of the tenured employee with the greatest seniority who has held a job within the classification in which the opening exists, or who held a higher classification immediately prior to being reduced in force and has the requisite qualifications and ability to perform the job.

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B. Commencing with the 1984-85 contract year, the parties have created a new classification of employee position for the two unit positions in the print shop/reproduction room and for the one unit position in the Community Information Office. That new classification shall henceforth be known as Graphic Arts Personnel. The parties to this contract consider that these three unit positions based upon their job functions and skills required to be separate and distinct from other unit positions for the purpose of preventing bumping against these three positions and other unit positions.

ARTICLE XVI - SECRETARIAL AND CLERICAL COORDINATING COUNCIL

- A. The parties agree to establish and maintain the Secretarial and Clerical Coordinating Council to consist of three (3) members designated by the Association and three (3) designated by the Superintendent to study matters of concern to the secretarial and clerical staff and to the Board.
- B. Any parties mutually agreed to may be invited to attend a meeting of the Secretarial and Clerical Coordinating Council.
 - C. The Council shall establish its own procedures.
- D. This Council shall meet at least once annually and at such other times as shall be mutually agreed upon by its members.

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ARTICLE XVII - ADMINISTRATION OF CONTRACT

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision of application shall not be deemed valid and subsisting, except to the extent permitted by law; but, all other provisions or applications shall continue in full force and effect.
- B. Any individual employment contract issued to a member of the bargaining unit shall be subject to the provisions hereof as to salary and the terms and conditions of employment.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or certified-mail letter at the following addresses:
 - I. If by Association, to Board at Willingboro Township Board of Education Board Secretary Levitt Building, Salem Road Willingboro, New Jersey 08046

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- If by Board, to Association at President, Willingboro Educational Secretaries Home Address (to be advised)
 Willingboro, New Jersey 08046
- D. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- E. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established 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 employee benefit existing prior to its effective date.

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ARTICLE XVIII - TERM AND DURATION

- A. This Agreement shall be effective as of July 1, 1984 subject to the rights of the parties to negotiate a successor agreement as provided in Article II.
- B. This Agreement shall not be extended orally or in writing and it is explicitly understood that it shall expire and terminate absolutely on June 30, 1987.

ARTICLE XIX - REPRESENTATION FEE

A. Purpose Fee

Any employee included in Article I who does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement will be required to pay a representation fee to the Association for that membership year. The purpose of this fee is to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Notification

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Prior to the perinning of each mention year, the Association will notify the Board in writing of the amount of

the regular membership dues charged by the Association on its own members for that membership year.

C. Deduction and Transmission of Fee

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of employees who have not become members of the Association for the current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph 3 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

1. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

s. In days after teneing of the aforesaid list by the Boards &

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b. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

Termination of Employment

If an employee who is required to pay a representation fee terminated his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion from said employee during the membership year in question.

Mechanics

the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be

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the same as those used for the deduction and transmission of regular membership dues to the Association.

4. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

- once per month, the Board will submit a list of new employees, hired by the Board in positions represented by the Association, during the month preceding the month in which the report is made.

 The list will include name, job title and date of employment for all such employees.
- Indemnification, Hold Harmless and Guarantee Clause
 - The Willingberg Educational Secretaries Association and its affiliates shall indemnify and hold the Board harmless against and from any and all claims, demands, suits, and any other forms of liability or costs, whatsoever, including but not limited

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to liability for reasonable counsel fees and other legal costs, paid to counsel of the Board's choice, that may arise out of, or by reason of any action taken or not taken by the Board in conformance with or in attempted conformance with the agency shop or representation fee provision. Furthermore, and in addition hereto, the Willingboro Educational Secretaries Association, and its affiliates guarantees that it will be responsible for and reimburse to the Board, any costs or expenses including but not limited to the above enumerated types of costs arising from or by reason of any action taken or not taken by the Board in conformance with or in attempted conformance with the agency shop or representation fee provision.

The Willingboro Educational Secretaries Association and its affiliates shall be solely responsible for any costs, liabilities, refunds or charges of any type of expense, whatsoever, arising from the use of the demand and return system or other appeal or challenge to the representation fee. In the event of such assituation, the Willingboro Educational Secretaries Association and its affiliates shall indemnify and hold the Board harmless from any such costs, liabilities, refunds or charges,

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including but not limited to reasonable counsel fees and other legal costs, paid to counsel of the Board's choice, that may arise out of or by reason of any such appeal or challenge.

E. In the implementation and operation of this Agency Fee
Provision, the Association guarantees that it will comply with all
constitutional, statutory and regulatory provision and requirements.



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EXECUTION

The parties have executed this Agreement in four counterparts each of which shall be deemed to constitute an original thereof.

BOARD OF EDUCATION OF WILLINGBORD TOWNSHIP

(SEAL)

William T. Whitehurst, Sr., President

BY Lee Muller Secretary

Date of Execution Sept 23. 1985

WILLINGBORO EDSCATIONAL SECRETARIES ASSOCIATION

(SEAL)

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.President

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HAPLE SHAPE, R. A. 6000

District Execution

July 5, 1985

WESA SALARY GUIDE 1984-85

	17,089	16,457	14,539	14,539	12,116	11,852	16
	16,556	15,946	14,098	14,098	11,748	11,495	15
	76 048	15,456	13,675	13,675	11,395	11,150	14
	38 , 086		12,805	12,805 1	10,670	10,432	13
/	14,618		12,416	12,416	10,346	10,117	12
,	14,164	E & .	12,041	12,041 1	10,033	a. 812	1
ì	13,726	13,216	11,682	11,682	9,733	9,521	01
	68E (FE)	12,889	11,334	11,334	9,444	9,239	9
	12,328	11,939	10,499	10,499 1	8,749	8,559	œ
	11,860	11,403	10,026	10,026	8,354	8,163	7
	11,488	11,046	9,718	9,718	8,098	7,912	6
	1, 131	10,703	9,436	9,436	7,863	7,673	Сī
	10,786	10,373	9,139	9,139	7,614	7,442	4
	18,362	9,967	8,774	8,774	7,311	7, 156	ω
	9,985	9,607	8,419	8,419	7,042	6,907	2
	9,641	9,279	8,095	8,095	6,798	6,681	H
ecys ad 1	ther Adm. Secys and Head hear hayroll	Secys. other than Adm. payroll beging Accounting	Graphic Arts Person	Adm. Clk./ Typ., PBX Oper. and 12 month Clk./Typ.	10 month Clk./Typ.	LRC Aides	
Ħ	CLASS 1	CLASS D	CLASS C-1	CLASS C	CLASS B	CLASS A	STEP

Since a new step was added for 1932-83 through 1986-87 no new career service increments shall be paid for 1982-83 through 1986-7

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SCHEDULE B

WESA SALARY CUIDE 1985-86

٠	17	16	15	14	; ;	12	11	10	9	œ	7	σ	υ	2.	w	2	۳		STEP
Since a new	12,800	12,415	12,042	11,267	10,926	10,597	10,283	9,978	9,244	8,816	8,545	8,287	8,073	7,728	7,460	7,215	6,989	LRC Aides	CLASS A
w step was added aid for 1982-83 t	13,085	12,688	12,307	11,524	11,174	10,836	10,512	10,200	9,449	9,022	8,764	8,492	8,223	7,896	7,605	7,342	7,098	10 month Clk./Typ.	CLASS B
Since a new step was added for 1982-8; hrough 1986-87 no new career shall be paid for 1982-83 through 1986-87.	15,702	15,226	14,769	13,829	13,409	13,004	12,617	12,241	11,339	10,828	10,495	10,191	9,870	9,476	9,093	8,743	8,419	Adm. Clk./ Typ., PBX Oper. and 12 month CJk/Typ.	CLASS C
ugh 1986-87 no ne	15,702	15,226	14,769	13,829	13,409	13,004	12,617	12,241	11,339	10,828	10,495	10,191	9,870 .	9,476	9,093	8,743	8,419	Graphic Arts er. Person	CLASS C-1
	17,774	17,222	16,692	15,679	5		14,275	13,920	12,894	12,315	11,930	11,559	11,203	10,764	10,376	10,021	9,693	Secys. Other than Adm. Payroll Dept. Accounting	CLASS D
service inca(ents	18,456	17,880	17,332	16,293	15,787	15,297	14,824	34, 374	15, 314	12,809	12,407	12,0 21	11,649	(1),191	30,784	890 08	9,724	Adm. Secys and Head Payroll	CLASS E

shall be paid for 1982-83 through 1986-67.

, , 1	•							-				,							,	•	
	18_ '	17	16	15	14	13	12	11	10	9	∞	7	o.	U I	4	ω	2	1		STEP	
Since a new s be paid for 1	13,804	13,388	12,985	12,318	11,780	11,425	11,086	10,756	10,284	9,701	9,209	8,930	8,660	8,326	8,037	7,792	7,548	7,322	LRC Aides	CLASS A	
step was added for 1982-83 1982-83 through 1986-87	14,112	13,683	13,272	12,596	12,048	11,683	11,333	10,996	10,505	9,924	9,426	9,151	8,861	8,508	8,193	7,929	7,666	7,422	10 month Clk./Typ.	CLASS B	
\frown .	16,938	16,424	15,931	15,085	14,462	14,024	13,606	13,200	12,546	11,874	11,315	10,986	10,640	10,214	9,800 :	9,442	9,093	8,769	Adm. Clk./ Typ. PBX Oper and 12 month Clk/Typ.		MEDA DALAKI 110
hrough 1986-87 no new	16,938	16,424	15,931	15,085	14,462	14,024	13,606	13,200	12,546	11,874	11,315	10,986	10,640	10,214	9,800	9,442	9,093	8,769	Graphic Arts r Personnell	LASS C	1986-8/
career service	19,176	18,580	18,007	17,783		in.	15.	K	14,226	13,480	12,864	12,464	12,079	11,605	11,186	10,023	10,460	10,140	Secys. other than Adm. Payroll Dept. Accounting	CLASS D	
incr ants shall	19,912		111, 699	k 746	17,0 30	18,501	90	104	79	4	13,38 0	12,963	*, 561	31.0 66	627	17,24 5	30-502	10,158	Adm. Secys and Head Payroll	CLASS F	
· ·												-40	-								_

SCHEDULE D

HEALTH INSURANCE

SCHEDULE OF BENEFITS

Employee Benefits

Life Insurance and Accidental Death and Dismemberment Insurance*

All Employees

\$1,500.00

*Amounts reduce 50% at age 65

Employee and Family Member Benefits

Amount

Major Medical Benefits
Coinsurance (in a calendar year)
Medical Expenses

Plan pays 80% until benefits paid equal \$2,500; 100% of excess (except mental illness).

Deductible (in a calendar year) Employee

\$100.00 \$300.00

Overall Plan Maximum

Family

\$1,000,000.00

Annual Automatic Reinstatement

\$1,000.00

Medicars Major Medical Benefits.
up to

\$10,000,00

Family Security Benefit

Plan pays up to two years for survives spouse and children.

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PRESCRIPTION DAME BENEFITS

For You And Santons Your Family Members

Benefits Payabl

or your family makes theor expense for drugs prescribed by a factor or dentist, payment will be made for up to 100 of the reasonable and customary charges make by the pharmacy, after definiting \$1.00 from each prescribetim parter or refit power.

Covered Printed Printed

The prescription drugs for which benefits are payable and

- Legend Brug to the Artition or any Prescription
- one ingradient is proportion of which at least
- exceed a treatment with the ro event to
- 4. Any other drug which may only be dispensed by prescription.

Benefits Following Cancellation

Payment will be made for prescription drug expenses incurred within 90 days after cancellation of insurance, provided you or your family member is totally disabled on the day insurance is cancelled.

Deductible Amount - \$1.00 per fill or refill

Limitations

No payment will be made for

- 1. drugs administered in a hospital;
- any contraceptive medication or device (other than oral contraceptives) or for any therapeutic devices or appliances;
- 3. administration of any medication;
- 4. any charges in any one calendar month for more than a thirty-four day supply of any medication or more than one hundred unit doses of the following drugs, whichever is greater:

Acelchexamide
Cardiac Glycosides
Chlorpropemide
Chlorothlazide
Chlorothlazide
Colchicine
Colchicine
Colchicineprobenecid
Diphenythydanioin sodium
Hydrochlorothlazide
Nitroglycerin
Para-aminosallcylic acid
Pentnerythrilol tetranitr

Para-aminosallcylic acid
Pentnerythrilol tetranitrate
Phenlormin
Phenylbulazone
Propranolot hydrochloride
Quinidine sulfate

Quindume sulrate Heserpine Thyroid (natural/synthetic) Tolbutamide

- . charges exceeding the reasonable and customary charge:
- amy refill in excess of the number specified by the doctor or dentist or for any refill of a

prescription over one year old

Charges made for prescription drugs will be considered reasonable and management if they do not entered the average and are for such drugs in the locality.

SCHEDULE F

DENTAL PLAN

Subject to the maximum Board expenditures for employee only or family dental coverage, the dental plan shall have the following provisions. If those provisions require premiums in excess of the maximum required to be provided by the Board pursuant to this contract, the employee shall contribute the difference or if the parties agree, the provisions will be changed. In no event shall the Board be found liable to exceed the negotiated maximums.

Provisions

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