

AN AGREEMENT BETWEEN

the

SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION

and the

SCOTCH PLAINS-FANWOOD ASSOCIATION OF EDUCATIONAL  
SECRETARIES

for the

School Year 1976-1977

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AGREEMENT MADE THE            day of  
BETWEEN THE SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION,  
hereinafter referred to as the "Board", and the SCOTCH  
PLAINS-FANWOOD ASSOCIATION OF EDUCATIONAL SECRETARIES,  
hereinafter referred to as the "Secretaries".

ARTICLE I  
Recognition

The Board hereby recognizes the Association as the  
exclusive and sole representative for collective negotiations  
concerning terms and conditions of employment for all secre-  
taries, clerical personnel, bookkeepers, office assistants,  
key punch operators, data processors, telephone operators,  
who are under written contract with the Board, or on leave.

Unless otherwise indicated, the term "Secretary",  
when used hereinafter in this Agreement, shall refer to all  
employees represented by the Association in the negotiating  
unit as above defined, and references to female secretaries  
shall include male secretaries.

## ARTICLE II

### Negotiation Procedure

A. Each year during the term of this agreement, unless a term in excess of one year is provided herein, the parties agree to enter into professional negotiations in accordance with the procedures set forth by law to reach agreement on the terms and conditions of employment for secretaries. Such negotiations shall begin no later than the dates set by the Public Employment Relations Commission. In no case, shall negotiations begin later than October 15<sup>th</sup>.

B. Any agreement so negotiated shall apply to all secretaries, be reduced to writing, and adopted by both the Board and the Association, then executed by the respective parties.

C. During negotiations, the Board and Secretaries will present relevant data, exchange points of view, and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

## ARTICLE III

### Salaries and Deductions from Salaries

#### A. Salaries

1. The salaries of all employees covered under this Agreement are as set forth in Appendix A which is attached hereto and made a part hereof.

2. Secretaries on a ten month contract shall be paid in twenty semi-monthly installments. Secretaries on a twelve month and a ten month plus one month contract shall be paid in twenty-four semi-monthly installments. When a pay day falls on or during a school holiday, vacation or weekend, secretaries shall receive their pay checks on the last previous working day. Secretaries shall receive their final pay checks on the last working day of their contract year.

3. Placement on Salary Schedule. The Board and the Association shall agree upon the placement of all currently employed secretaries on the salary schedule as of the effective date of the contract. A schedule of such placement shall be annexed to the within contract as Appendix A.

Employment increments, i.e., a step up on the guide based on service or additional salary raises which may be authorized by the Board, are not automatic. Such increments and/or raises shall be awarded based upon the recommendation of the Superintendent, based upon satisfactory performance and subject to the approval of the

### ARTICLE III (Cont.)

Board of Education. Any secretary employed prior to March 1 of any school year shall be given full credit for one year of service toward the next increment step for the following year.

4. Credit for Prior Experience. In hiring new personnel, credit up to the sixth (6) step of any salary level on the Secretary Salary Schedule may be given for previous experience and shall be at the sole discretion of the Superintendent or his designee. Personnel previously employed by the district may also be granted credit for such prior experience with respect to placement on the guide and again, the extent of such credit shall be in the sole discretion of the Superintendent or his designee. In neither case shall the placement on the guide be the subject of a grievance.

5. Movement between levels. When a secretary is advanced to a higher level position, the placement on the guide shall be in accordance with her experience previously granted and henceforth accumulated.

6. Notification: Secretaries shall be notified of their contract and salary status for the year no later than April 30th.

7. For this one contractual period only, all secretaries presently employed below the eighth (8) step who had appropriate secretarial experience immediately preceding their employment in the district,

ARTICLE III (Cont.)

shall be placed no higher than the eighth (8) step of the guide for their position. This placement shall include their normal increment plus the experience they had acquired within the 8 year period prior to their employment in the district.

ARTICLE III (CONT.)

B. Deductions From Salary

1. The Board agrees to deduct from the salaries of the Secretaries dues for the organizations which shall be specified by the Secretaries as said Secretaries individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969, (N.J.S.A. 52:14-15.9c) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transferred to the designated representative of the Secretaries' Association by the 15th of each month following the monthly pay period in which deductions were made. Secretaries' authorizations shall be in writing and in the form set forth below:

AUTHORIZATION  
TO DEDUCT SECRETARIES' MEMBERSHIP DUES

NAME \_\_\_\_\_ Soc. Sec. No. \_\_\_\_\_

SCHOOL BUILDING \_\_\_\_\_ District \_\_\_\_\_

TO: DISBURSING OFFICER \_\_\_\_\_ Board of Education

I hereby request and authorize the above named disbursing officer to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the disbursing officer will



ARTICLE III (CONT.)

discontinue such deductions only if I file such notice of withdrawal as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the disbursing officer shall deduct any remaining amount due for that current school year. I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and relieve the governing board and all of its officers from any liability therefor.

I designate the Scotch Plains-Fanwood Educational Secretaries' Association to receive dues and distribute according to the organization(s) indicated:

Scotch Plains-Fanwood Education Secretaries' Assoc.  
New Jersey Education Association  
National Education Association.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

ARTICLE III (CONT.)

4. The filing of notice of a Secretary's withdrawal shall be prior to December 1 or June 1 and become effective to halt deductions as of January 1 or July 1 next succeeding the date on which notice of withdrawal is filed.

5. In addition, the Board agrees to deduct an amount from the monthly salary which shall be forwarded to the Union County Teachers Federal Credit Union. Deductions will be made each payroll period. Deductions can be in any amount in even round dollars. Secretaries shall complete the form prescribed by the Union County Teachers Federal Credit Union in order to authorize such deductions.

APPENDIX A -- SALARY GUIDE AND GENERAL PROVISIONS RE SALARIES

SECRETARIAL AND CLERICAL SALARY GUIDE  
SCHOOL YEAR 1976-1977

<u>10 mos. Clk/typ.</u>	<u>10 mos. Secy. and Off. Asst.</u>	<u>12 mos. Secy. and Off. Asst.</u>	<u>Ex. Sec. and Bookkeepers</u>
\$4,135	\$4,785	\$5,745	\$6,925
4,400	5,095	6,110	7,260
4,780	5,535	6,640	8,010
5,160	5,975	7,170	8,650
5,545	6,420	7,700	9,290
5,925	6,865	8,230	9,930
6,165	7,145	8,565	10,335
6,535	7,530	9,085	10,960
6,920	8,015	9,615	11,590
7,475	8,650	10,375	12,495

STIPEND FOR LONGEVITY

17 years \$400	\$400	\$500	\$500
25 years \$400	\$400	\$500	\$500

Longevity will be issued at 17 and 25 years within the district. Those now receiving greater than the amount negotiated will not be reduced.

ARTICLE IV

SICK LEAVE,  
TEMPORARY LEAVES OF ABSENCE  
AND  
EXTENDED LEAVES OF ABSENCE

1. Sick Leave

- a. During the term of this contract, all secretaries employed will be granted one day sick leave for each month of actual employment in the district. However, no secretary shall receive less than 10 days sick leave per year. The sick leave days shall accumulate in accordance with the statutes of the State of New Jersey.
- b. Secretaries shall inform their immediate supervisor or his designee as soon as it is practically feasible that a sick day will be required. Failure to notify may result in a denial of sick leave unless the supervisor determines that exceptional circumstances existed that prevented compliance with the notification procedure.

2. Temporary Leaves of Absence

- a. During the term of this contract, Secretaries shall be entitled to the following temporary leaves of absence without loss of pay which shall be non-cumulative unless otherwise specified.

ARTICLE IV (CONT.)

- b. A total of two days' leave of absence for such personal leave, and for other matters which require absence during the school hours, shall be applied for in writing to the secretary's immediate supervisor. Notice of such personal leave will be requested five days before the date of occurrence, except in the case of emergency. The applicant for such a leave shall not be required to state the reason for such a request. The granting of such requests must be approved by the immediate supervisor.
- c. One day of such personal leave may be accumulated so as to permit the secretary a maximum of three personal days in one school year.
- d. The actual time necessary for appearance in the court or before a state administrative agency pursuant to a duly issued subpoena. The subpoena shall be presented to the building principal in advance of the appearance at court or the administrative agency for approval.
- e. A maximum of five days at any one time in the event of the death of a mother, father, spouse or child. A maximum of three days in the event of the death of a brother, sister, father-in-law, mother-in-law, grandmother or grandfather.

ARTICLE IV (CONT.)

f. Members of the organized Reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve shall be entitled to leave of absence without loss of pay or time on all days on which she shall be engaged in field training. The Board shall pay the difference between the Secretaries' normal salary and that received from such Military Reserve unit. Secretaries shall make every effort to participate in field training during non-school periods whenever possible.

3. Extended Leaves of Absence

- a. A leave of absence without pay of up to two years shall be granted to any Secretary, who has acquired tenure, who joins the Peace Corps or VISTA. Upon return from such leave of absence, the Secretary shall assume the position on the Guide which would have been held had the Secretary continued in service.
- b. Military leave without pay shall be granted to any tenure Secretary entering the military service of the United States. Such Secretary shall be entitled to the benefits, rights and privileges which she would have had or acquired if she had actually served in such employment during such period of leave of absence in accordance with N.J.S.A. 18A:6-33 and N.J.S.A. 38:23-4.

ARTICLE IV (CONT.)

- c. A leave of absence without pay of up to one year may be granted to a tenure Secretary for the purpose of caring for a sick member of the Secretary's immediate family, which is defined as father, mother, brother, sister, husband, children, father-in-law, mother-in-law, grand-mother or grandfather.
- d. The Board may grant such additional leaves of absence without pay as it may deem necessary and appropriate.

4. Maternity And/Or Child Care Leave Policy

- a. A Secretary, who becomes pregnant, shall notify the Superintendent of such pregnancy as soon as it is medically confirmed. So Secretary who is pregnant shall be removed from her regular secretarial duties during such pregnancy, which occurs during the school year for which she is employed or contracted, unless, as a result of such pregnancy, her secretarial performance has been substantially impaired or her health would be impaired if she were to continue her secretarial assignment.
- b. A pregnant Secretary, prior to ceasing her secretarial duties, may apply for and receive a maternity leave. Application for such maternity leave shall be filed with the Superintendent 60 days prior to

ARTICLE IV (CONT.)

the commencement of such leave. It shall specify the date upon which it is desired that such maternity leave shall commence and the date upon which the Secretary desires to return to her secretarial duties. The Board may require the secretary to produce a certificate from a physician to support the requested leave period. In the event the Board disputes the length of the requested leave period, a request shall be made to the Union County Medical Society for the appointment of an impartial physician whose findings and conclusions shall be binding upon both the Board and the Secretary.

- a. If the physician's certificate provided by the secretary or the report of the impartial physician does not support the length of the requested leave period, the Board may deny such leave or modify the length of time requested. If the physician's certificate produced by the Secretary or the advice of the impartial physician supports the length of the requested leave period, the Board shall grant such leave except if the granting would substantially interfere with the administration of the school. Upon granting of such leave, the term may be extended or reduced based upon medical reasons upon



ARTICLE IV (CONT.)

application by the Secretary to the Board for such extension or reduction. Such application shall be supported by a certificate of a physician. In the event of a dispute concerning the physician's certificate, the matter shall be referred to the County Medical Society for determination as set forth above. If there is no dispute with respect to the application for extension or reduction based upon medical reasons, such leave shall be extended or reduced provided it shall not interfere with the administration of the schools.

- d. A non-tenure secretary shall acquire no right to obtain an extension of such leave beyond the end of the contract year in which such leave is obtained. Further, such non-tenure secretary shall have no right to return to the secretarial duties in the subsequent school year unless a contract has been offered by the Board and accepted by the Secretary in accordance with the appropriate statutes.
- e. Nothing contained herein shall be deemed to preclude the Board from requiring a doctor's certificate from any secretary prior to the secretary resuming her secretarial duties and assignments

ARTICLE IV (CONT.)

upon the termination of the maternity leave. Such doctor's certificate shall certify that the Secretary is in all respects physically capable of discharging the full scope of the secretarial duties.

- f. A tenure secretary who adopts a pre-school child may also request a maternity leave of absence without pay. Such secretary shall notify the Superintendent as soon as application for adoption has been filed together with a statement of the tentative date upon which de facto custody is to be received. The leave shall commence upon receiving de facto custody of the child and shall continue for the balance of that school year together with the next full school year. In the event the secretary wishes to return to the district, she shall notify the Superintendent not later than March 1 of the succeeding school year.
- g. Anything to the above, to the contrary notwithstanding, the Board may grant maternity leave to a tenure secretary for the remainder of the contract year and for the subsequent contract year upon request by the secretary. The request for leave in the subsequent contract year shall be made on or before March 1. The secretary shall not be permitted to return prior to the termination of the requested leave time once it has been approved.

ARTICLE V

PROTECTION OF SECRETARIES  
AND PROPERTY

1. A Secretary may use such reasonable force as is necessary to protect herself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person.
2. A. Whenever a civil action is brought against a Secretary for any act or omission arising out of and in the course of the performance of her duties, the Board of Education shall defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such Secretary from any financial loss resulting therefrom. The Board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.  
B. Should any criminal action be instituted against a Secretary for any act or omission arising out of or in the course of her duties, and should such proceedings be dismissed or result in a final disposition in favor of such Secretary, the Board of Education shall reimburse the Secretary for the cost of defending such proceeding, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

ARTICLE V (CONT.)

3. In the event a Secretary is absent as a result of injuries sustained because of an assault upon the Secretary in the course of the Secretary's duties, the Board of Education shall pay to the secretary the full salary or wages for the period of such absence, up to one calendar year, without having such absence charged to the annual sick leave or cumulative sick leave. The amount of salary or wages paid shall be reduced by the amount of any Workers' Compensation award made for temporary disability. The Board may arrange for and maintain appropriate insurance to cover the payment of such wages.
4. A. Secretaries shall immediately report in writing cases of assault suffered by them in connection with their employment, to their principal.
- B. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the Secretary for information in the possession of the Superintendent relating to the incident or persons involved, and shall act in appropriate ways as liaison between the Secretary, the police, and the courts.

ARTICLE V (Cont.)

5. The Board shall reimburse secretaries for the reasonable cost of any clothing or other personal property which is damaged or destroyed as a result of an assault committed upon a member of the Association while such member was acting in the discharge of his duties and within the scope of his employment. Such reimbursement shall not cover any clothing of the staff member or personal property which was not physically on the staff member's person during the assault. The Board reserves the right to bring an action at law to recover any such reimbursements made by the Board, and the Association agrees on behalf of the staff member affected that the Board shall receive an authorization and/or assignment of those rights of the staff member that may be required in order for the Board to commence an action to recover such costs.
6. The Board shall reimburse a secretary for the reasonable cost of any personal property which is lost as a result of theft while such employee was on duty in the school or office premises, or on a school sponsored activity up to the limit of the Board of Education's insurance.

## ARTICLE VI

### Use of School Facilities by Secretaries

A. The Board agrees to make available to the Association, public records in accordance with the prevailing policy regarding such access. Information relevant for negotiations will be furnished freely without charge.

B. Representatives of the Secretaries shall be permitted to transact official unit business on school property before or after regular working hours, during lunch and coffee breaks, as permitted by the person in charge of that particular building. Permission to use the building shall not be unreasonably withheld.

C. The Secretaries shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use in the building. The Secretaries will pay for any damage to any of the aforesaid equipment. Permission of the building principal or his designee shall be required for its use, which permission shall not be unreasonably withheld. In addition, the Secretarial Association shall purchase or provide any and all expendable supplies used in conjunction with such equipment.

ARTICLE VI (CONT.)

D. The Secretaries shall have in each school building space on a bulletin board in each faculty lounge. Copies of all materials to be posted on the bulletin board shall be given to the building principal.

E. The Secretaries shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary. All materials will be submitted to the building principal for distribution. Normal distribution procedures shall be followed.

## ARTICLE VII

### SECRETARIAL GRIEVANCE PROCEDURE

#### 1. Definition

A. A "grievance" shall mean a complaint by a Secretary or group of Secretaries that there has been to her or to them or to the unit, an inequitable, improper, or unjust application, interpretation, or violation of state law, or this agreement, except that the term "grievance" shall not apply to:

1. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or

2. A complaint of a nontenure Secretary which arises by reason of her not being re-employed;

3. A complaint by any Secretarial personnel occasioned by appointment to or lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or not required.

B. "Aggrieved party" shall mean any person or group of persons in the negotiating unit filing for a grievance. However, when a group is involved the grievance shall be processed as an individual grievance.

C. The "immediate superior" shall mean the person so designated by the organization chart which is annexed



ARTICLE VII (CONT.)

hereto. If the subject of the grievance is such that it is system-wide, the immediate superior is the Superintendent of Schools.

D. "Days" shall be working days. Days when the aggrieved party is not in her office shall not be counted.

2. Declaration of Purpose

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of Secretaries through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which secretaries are afforded adequate opportunity to dispose of their differences in a professional manner, without, where possible, invoking the Board of Education in time-consuming and costly proceedings.

3. Procedure

A. A grievance to be considered under this procedure must be initiated within 30 calendar days of its occurrence.

B. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the "aggrieved" to proceed to the next step. Failure of the "aggrieved" 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.

ARTICLE VII (CONT.)

- C. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- D. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the contract year, the time limits set forth herein shall be reduced so far as practicable so that the grievance procedure may be exhausted prior to the end of the contract year, or as soon thereafter as possible.
- E. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and administration until such grievance and any effect thereof shall have been fully determined.
- F. Level One - A Secretary with a grievance shall first discuss it with the building principal or appropriate administrator with the objective of resolving the matter informally.
- G. Level Two - If as a result of the discussion, the "aggrieved" person is not satisfied with the disposition of her grievance at Level One, she may formally file the grievance in writing with the

ARTICLE VII (CONT.)

principal or appropriate administrator within 5 days after the decision at Level One, or 10 days after the grievance was presented, whichever is sooner. The written grievance should specifically state:

(a) the nature of the grievance; (b) the nature and extent of injury, loss, or inconvenience; (c) the results of the previous discussions; (d) the aggrieved person's dissatisfaction with the decision previously rendered and state the details of the specific contract clauses or N.J. State laws violated. The principal or appropriate administrator shall meet with the aggrieved prior to communicating his written decision.

- H. Level Three - If the aggrieved person is not satisfied with the disposition of her grievance at Level Two, or if no decision has been rendered, within 5 days after the grievance was delivered to the building principal or appropriate administrator, or 3 days after the meeting between the building principal or appropriate administrator and the aggrieved, whichever is later, she may within 5 days after the decision by the building principal or appropriate administrator or 15 days after the delivery of the grievance to the building principal or appropriate administrator, whichever is sooner, request in writing that the building principal or appropriate administrator refer the grievance to the Superintendent or his designee.
- I. Level Four - If the aggrieved person is not satisfied with the disposition of her grievance at Level Three or if no decision has been rendered within 10 days after the grievance was delivered to the Superintendent, she may within 5 days

ARTICLE VII (CONT.)

after a decision by the Superintendent or 15 days after the grievance was delivered to the Superintendent, whichever is sooner, submit her grievance through the Superintendent to the Board of Education or to a committee designated by the Board. The grievance shall set forth the elements contained in Level Two together with all other prior decisions. A hearing before the Board shall consist of a presentation of the grievance by the Secretary and a presentation by the Superintendent of Schools.

J. Level Five - In the event an employee is dissatisfied with the determination of the Board, she may request the building principal or appropriate administrator to submit a formal demand for advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974. A request for such advisory arbitration shall be made no later than 15 days following the determination of the Board. Failure to file within the said time shall constitute a bar to such arbitration unless the parties have extended the time by mutual agreement.

Within 10 days after receipt of the written notice of demand for advisory arbitration, the Secretaries and the Board shall make a joint request to the American Arbitration Association for a list of arbitrators from which one will be selected by the parties. In the event the parties are not able within three days after the receipt of the list to select an arbitrator, a second

ARTICLE VII (CONT.)

list shall be requested. If the parties are unable to agree upon a mutually satisfactory arbitrator from the second list within 5 days after receipt thereof, the American Arbitration Association may select an arbitrator from this list, which arbitrator shall then serve. The arbitrator shall be empowered to hold a hearing or hearings and to obtain all relevant data concerning the grievance. He shall render a written decision within 15 days after the completion of the hearing or hearings or submission of any additional data. A copy shall be simultaneously furnished to the Secretaries and the Board. The arbitrator shall limit himself to the issues submitted and shall consider nothing else. He can add nothing to nor subtract anything from this Agreement between the parties or any policy of the Board of Education. The recommendation of the arbitrator shall be advisory.

4. Rights of Secretaries to Representation

- A. Any party in interest may be represented at all stages of the formal grievance (including Step 1) by a representative of their choosing.
- B. No reprisals of any kind shall be taken by the Board or by the Secretaries against any party in interest or any other participant in the grievance procedure by reason of such participation.

ARTICLE VII (CONT.)

5. Miscellaneous

- A. If the Secretaries should deem that a grievance is system-wide, a committee of that group shall produce evidence of this fact and meet informally to make such a presentation to the Superintendent of Schools. The Superintendent will then determine whether such a grievance is systemwide and, if so, he shall reply in writing within five days.
- B. If the Secretaries are dissatisfied with the decision rendered by the Superintendent after the informal discussion, they shall proceed to Level 3.
- C. Decisions rendered at Level Two and Level Three of the grievance procedure shall be promptly made to the aggrieved. Decisions rendered at Level Three shall be in accordance with the procedure set forth in Section C, paragraph 7 of the procedure.
- D. 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.
- E. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Secretaries and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE VII (CONT.)

- F. 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 procedure.
- G. If any secretary for whom a grievance is sustained shall be found to have been unjustly discharged, she shall be reinstated with full reimbursement of all professional compensation lost thereby. If she shall have been found to have been improperly deprived of any professional compensation or advantage, the same or its equivalent in money shall be paid to her.
- H. While any proceeding is pending and until a final determination has been reached, all proceedings shall be private and any preliminary disposition will not be made public without the agreement of all parties.
- I. All proceedings under this procedure shall be conducted after school hours. However, in the event that any party in interest requires time during the school day for the obtaining of documents or other materials pertaining to the hearing, they shall apply to the Superintendent of Schools through the Building Principal or appropriate administrator to obtain released time. Should the Superintendent or his designee determine that there is no other alternative, he may approve released time.
- J. The Board and the Secretaries agree to facilitate any investigation which may be required and to make available

ARTICLE VII (CONT.)

any and all material relevant documents, communications and records concerning the alleged grievance, except where confidential communications shall implicate or otherwise bring about injury to the welfare of innocent parties.

K. With the exception of Level Five, it is agreed that the Board and the Secretaries shall individually assume costs for any Secretarial services in connection with the processing of the grievance. In the event, however, that the parties mutually agree that a transcript of proceedings or other memoranda is desirable, in that event, the cost of such transcript or memoranda shall be shared by the Board and the Secretaries.

L. It has been heretofore acknowledged that the non-rehiring of a non-tenure secretary shall not be the subject of a grievance. However, such non-tenure secretary shall have the right to a conference with the Superintendent concerning the matter. Such conference shall be requested within 10 days after notification of the non-rehiring and be held within 10 days from the date of the request. There shall be no further appeal from this conference.



## ARTICLE VIII

### Professional Relationships

A. The Board may not, by agreement or through arbitration, delegate powers and responsibilities which by law are imposed upon and lodged with the Board. Any contract must include and, therefore, be subject to the New Jersey School laws and all other applicable laws and regulations.

B. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States.

C. The exercise of the powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

D. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the New Jersey school laws or any other national, state, county, district or local laws or regulations as they pertain to education.

ARTICLE VIII  
(CONT.)

E. The parties further acknowledge that this Agreement has been negotiated and executed with the objective of setting forth mutual rights, obligations and responsibilities. The parties further agree that in all aspects of their relationships they shall comply with all appropriate law and recognized standards of professional conduct and professional relationships. There shall be no discrimination by the Board against any officer of the Secretaries' Association for any legal activity in carrying out her office, nor shall the Secretaries' Association or any of its members encourage or conduct a strike, impose sanctions or undertake any concerted activity which shall cause a slow-down or disruption of any of the operations and activities of the school system. Any grievance arising under and out of this Agreement shall be prosecuted within the framework of the Grievance Procedure. The Board acknowledges that it shall fully comply with all of the obligations and responsibilities imposed upon it by this Agreement and shall take no action nor conduct any activities which shall impair the operation of this Agreement.

ARTICLE IX

TERMINATION LEAVE

The parties do hereby agree that in the event the New Jersey Legislature enacts legislation which would provide for the reward and compensation of secretaries who terminate their employment with a board of education, the Board herein may negotiate an agreement with the Secretaries which may include such reward or compensation which shall then be added to any future contract.

## ARTICLE X

### SECRETARIES' RIGHTS REGARDING UNIT MEMBERSHIP AND ACTIVITIES

A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Secretaries' Association and its affiliates for the purpose of engaging in collective negotiations and other legally authorized concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any secretary in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any secretary with respect to hours, wages, or any terms or conditions of employment by reason of her membership in Secretaries' Association and its affiliates, her participation in any activities of the Secretaries' 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. 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. The rights granted to Secretaries hereunder shall be deemed to be in addition to those provided elsewhere.

ARTICLE X (CONT.)

- C. J.. Whenever any Secretary is required to appear before the Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that Secretary in her office, position or employment, or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Secretaries' Association present to advise her and represent her during such meeting or interview.
2. Whenever a Secretary is required to appear before a principal or other administrator for a formal evaluation conference, such Secretary shall have the privilege to adjourn the conference, if after its commencement the Secretary believes that such conference could adversely affect the continuation of the Secretary in her position, salary, or salary increment. The purpose of such adjournment would be to provide the Secretary with an opportunity to obtain the services of a local representative to be present to counsel and advise the Secretary during such subsequent conference.
3. The principal or administrator, in the case of an adjournment, may request the presence of the Superintendent or his designee during the subsequent conference.

ARTICLE X (CONT.)

It is understood and agreed that the privilege to adjourn the conference by the Secretary shall not be acquired until after the commencement of the original conference, and the Secretary has determined that the conference is adversely affecting his or her position, salary, or salary increment. Arrangements for a subsequent conference shall be made within three working days and the subsequent conference shall take place no later than ten working days after the adjournment.

- D. No Secretary shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE XI

SECRETARIAL WORK HOURS

1. Secretaries are expected to devote to their assignments the time required to meet their responsibilities.
2. The work week for Secretaries shall consist of five (5) days, Monday through Friday. The work day will consist of not less than eight (8) hours which shall include a duty free lunch hour.
3. No Secretary shall be required to report for duty earlier than 7:30 a.m. nor be required as part of the regular work day to stay later than 5:00 p.m. Time in excess of the regular work week shall be considered overtime. Starting and ending time for each Secretary shall be established by the immediate supervisor.
4. Any Secretary who is required to work beyond the four (4) hours in any one work week shall be compensated at the rate of  $1\frac{1}{2}$  times her hourly rate. Secretaries shall have two breaks each working day, one in the morning and one in the afternoon; neither break shall exceed 15 minutes in length. Starting and ending time of the break period shall be determined by the immediate supervisor.
5. Secretaries shall perform such normal first aid as would be performed by any reasonable and prudent person under similar circumstances.

ARTICLE XI (CONCL.)

6. When school is not in session, the work day for secretaries shall consist of not less than 7 hours which shall include a duty free lunch hour. On those days, no secretary shall be required to report for duty earlier than 7:30 a.m. nor be required as part of the regular work day to stay later than 4:00 p.m.



ARTICLE XII

WORK YEAR AND HOLIDAYS

1. SECRETARIAL WORK YEAR

- A. The work year for Secretaries employed on a ten-month basis shall be September 1 through June 30.
- B. The work year for 11 month secretaries shall commence two weeks prior to September 1 and shall terminate the two weeks subsequent to June 30. Should a holiday fall during that period of time, 11 month secretaries shall be required to work an additional day so that they will complete the required 20 days employment.
- C. The work year of Secretaries employed on a twelve-month basis shall be July 1 through June 30.

New personnel may be required to attend an additional two days for orientation purposes.

- 2. A. The following named 12-month secretarial personnel shall receive vacation days and vacation days plus compensation in accordance with the Schedule.

The names of the affected personnel are contained in the master contract which is filed in the official minutes of the Board of Education.

ARTICLE XII

WORK YEAR AND HOLIDAYS

B. If ten month secretaries (7) are elevated to twelve month secretaries, they shall be granted an equivalent number of vacation days as their immediate supervisor, namely 23 working days, regardless of their length of service. The schedule of vacation shall be mutually agreed to by both parties.

C. All other twelve-month Secretarial personnel both existing personnel and new employees shall receive paid vacation time in accordance with the following schedule:

- 1 to 5 years.....10 working days
- 6 to 10 years.....15 working days
- 11 years and over.....23 working days

A 12-month secretary hired after the beginning of the contract period will receive (to a maximum of 10 days) one full day-s vacation allowance for each full month of employment during the contract year.

D. All twelve (12) month secretaries shall have thirteen (13) paid holidays. These include:

- July 4
- Labor Day
- Columbus Day
- Thanksgiving plus the Friday following
- Christmas Day plus the day following
- New Year's Day
- Good Friday
- Spring Recess (2 days)
- Memorial Day (new legal observance)
- Washington-s Birthday (new legal observance)

ARTICLE XII (CONT.)

E. In addition, eleven month employees shall receive as an additional holiday July 4 but shall be required to work a minimum of 20 working days during the additional month of employment as per Article XII A 2

ARTICLE XIII

HEALTH INSURANCE

1. The Board shall provide for and pay the cost of health insurance program. Major medical and hospital life insurance company, or any other carrier so as benefits are equal to or greater than Blue Cross and Blue Shield with Rider J. In addition, the medical program shall include a \$25.00 consultation fee and maternity benefits but the maximum benefit per individual under the Major Medical Plan shall be the sum of \$250,000.
2. The Board agrees to provide a basic dental plan. The plan shall be New Jersey Dental Service Plan, family coverage, \$25.00 deductible per individual and \$75.00 per family. Children are covered to the age of 23 unless married. The Board and the Scotch Plains-Farwood Association of Educational Secretaries agree that no further improvement in the basic plan nor any additional riders shall be negotiable until the 1977-78 contract year.

ARTICLE XIV  
TERMS OF THE AGREEMENT

This agreement shall be effective July 1, 1976 and shall continue and remain in full force and effect to and including June 30, 1977 when it shall expire.

ARTICLE XV

Entire Agreement

This Agreement and its appendices shall constitute the entire Agreement between the parties and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE XVI

Notice Provisions

A. Whenever any notice is required to be given to either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or by certified mail at the following addresses:

- (1) If by the Secretaries, to the Board of Education, 2630 Plainfield Avenue, Scotch Plains, New Jersey 07076.
- (2) If by the Board to the President of the Association, at her home address, which shall be provided to the Board by the Association in writing.

ARTICLE XVII

Non-Discrimination Clause

The Board of Education and the Association agree that no discrimination shall be carried on in any of their practices, and that the policies of both organizations, as well as the application and in the administration of this Agreement, there shall not be any discrimination on the basis of race, creed, color, religion, national origin, sex, age, domicile or marital status.



ARTICLE XVIII  
SECRETARIAL EVALUATION

It is agreed that a standard evaluation form shall be used by the Board in connection with the evaluation of Secretaries. It is further agreed that tenure secretaries shall be evaluated a minimum of once each work year by their immediate supervisor; non-tenure secretaries shall be evaluated a minimum of twice each work year by their immediate supervisor. Secretaries employed after October 1st shall be evaluated only once during that school year. Those secretaries employed after April 1st will receive no formal evaluation unless deemed necessary by the administrator in charge.

## ARTICLE XIX

### SENIORITY AND SECURITY

1. School district seniority is defined as services by appointed employees in the school district in the collective bargaining unit covered by the agreement. An appointed employee shall lose all accumulated school district seniority if he/she:

Resigns or is discharged for cause, irrespective of whenever he/she is subsequently rehired by the school district.

2. In the event of reduction of force, tenured employees shall be laid off in the inverse order of seniority of the employees in the specific job category (e.g. 12 month secretary, executive secretary). Should a tenured employee have seniority in more than one category, she retains seniority in only those categories, but it will be cumulative across all categories at the lowest level only.

A. At least 30 days notice will be provided an appointed tenured employee should a reduction in force occur.

B. Appointed tenured employees released due to a reduction in force shall be notified of all vacancies that occur within 60 days of their release. Such notification shall be made by letter addressed to the

ARTICLE XIX (CONT.)

employee's last known address in his/her personnel file. Within 5 days the employee shall notify the Board if he/she desires to return to the work involved in the notice. If he/she meets the qualifications for the position, he/she shall return to work with the accumulated seniority prior to the layoff. Wages will be determined for the specific duties at the time of reappointment.

IN WITNESS WHEREOF the parties hereto  
have caused this Agreement to be signed by  
their duly authorized officers and their  
corporate seal affixed or have hereunto set  
their respective hands and seals.

Attest: SCOTCH PLAINS-FANWOOD  
BOARD OF EDUCATION

\_\_\_\_\_  
Secretary by \_\_\_\_\_  
President

Signed, Sealed and Delivered in the Presence of  
SCOTCH PLAINS-FANWOOD  
ASSOCIATION OF EDUCATIONAL  
SECRETARIES

\_\_\_\_\_  
Secretary by \_\_\_\_\_  
President