

**AGREEMENT BETWEEN**  
**THE FRANKLIN BOARD OF EDUCATION**  
**AND**  
**THE FRANKLIN SECRETARIAL ASSOCIATION**  
**JULY 1, 2003 - JUNE 30, 2006**

Secretarial Association Contract  
July 1, 2003 - June 30, 2006

- A. This agreement is negotiated in order to establish for the term the terms and conditions of employment of all members of the staff employed in the classification set forth in ARTICLE I attached hereto and made part hereof.
- B. The Board and the Association, the parties to this agreement, accept the provisions of this agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill.
- C. The provisions of the agreement will constitute a binding obligation of the parties.

**ARTICLE I**  
**RECOGNITION**

The Board hereby recognizes the Franklin Education Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all secretaries and clerks employed by the Board whether under contract, on leave, on a per diem basis employed or to be employed by the Board, but excluding the Secretary to the Superintendent, the Board Secretary, the Confidential Administrative Clerks and Payroll/Office Clerk. (Note: Representation fee will be appended as a side bar agreement when additional information is presented by NJEA and agreed to by the parties.)

**ARTICLE II**  
**NEGOTIATIONS OF SUCCESSOR AGREEMENT**

A. **POLICY CHANGES**

Consistent with Chapter 123, P.L. of N.J. 1974, the Board shall not affect any change in policy concerning terms and conditions of employment except those so negotiated and included as part of this and contained herein.

- B. Not later than October 1, 2005, the Board agrees to initiate negotiations with the Association over a successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties.

C. **MODIFICATION**

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

**ARTICLE III**  
**GRIEVANCE PROCEDURES**

The Board of Education of the Borough of Franklin, Sussex County, New Jersey, does hereby adopt the following rules and regulations concerning the orderly process of hearing and deciding controversies within the said school system.

- I. Grievance procedures shall be conducted on the following levels:

**Level 1:** In the event that any person, while in the employ of the Board of Education of the Borough of Franklin, shall for any reason be aggrieved by the application, interpretation, or alleged violation of any rule, regulation, policy or decision of his immediate supervisor, the administration

or the Board of Education, said employee shall present this to his immediate supervisor for consideration in verbal or written form.

- a. "Immediate Supervisor" is that person who has charge of the employee and evaluates his/her performance and is responsible for deciding, carrying out, formulating or implementing the subject matter in the dispute.

Level 2: In the event that the complainant is dissatisfied with the decision of his/her immediate supervisor or in the event that the controversy cannot be settled at Level 1, then in that case, the complainant shall have the right to refer the said controversy to the person next in administrative responsibility who shall be the Principal of the respective school wherein the controversy exists. Upon referral of a complaint to the Principal, the complainant and the immediate supervisor may submit a written report, together with the supporting data or information setting forth the reasons for the controversy and his/her recommended disposition by said school Principal. Therefore, the respective school Principal may review the matter informally if both parties agree, or if not, he/she shall set a time and a place for a hearing and review of the complaint in the presence of the complainant and his/her respective supervisor not more than five (5) school days thereafter and the Principal shall render his/her decision unless both parties shall consent to an extension of said times.

Level 3: In the event that the controversy cannot be settled by the respective school Principal, or if the decision reached after hearing is not acceptable to the employee, the employee shall, within five (5) days after the decision of the Principal, have a right to have the complaint referred to the Superintendent of Schools for hearing and determination.

- a. Upon referral of a complaint to the Superintendent of Schools, the respective Principal to whom the appeal was first made may prepare a written report of his/her findings and decision, which said report shall be submitted to the Superintendent of Schools and the complainant. The Superintendent of Schools may review the matter informally if both parties agree, or if not, he/she shall thereupon schedule a hearing date not more than ten (10) days after submission of the application for review by the complainant for a hearing of the controversy, and the Superintendent shall render his/her decision within five (5) days after the close of said hearing or review, unless both parties shall consent to an extension of said times.

Level 4: In the event that the dispute is not settled by the Superintendent or the complainant is dissatisfied with the decision of the Superintendent, the complainant, within ten (10) days thereafter, shall notify the Superintendent of his/her intention to exercise his/her right to review of the controversy by a plenary hearing by the Board of Education. Said review shall be granted to the complainant upon the filing of a written statement of the grounds for review, copies of which shall be delivered to the complainant's immediate supervisor, the respective school Principal and the Superintendent of Schools, whereupon the School Board, at its next regularly convened monthly meeting, or at a special meeting called by the Board for the purpose of hearing the controversy, shall afford all parties an opportunity to be heard.

- a. Upon application for review by the Board of Education, the Superintendent of Schools shall prepare a written review of the case which shall include all written reports submitted at prior levels as well as his/her findings for the Board of Education which said report shall be submitted to the complainant for his/her review at least five (5) days prior to the scheduled hearing of the case by the Board.

Level 5: The aggrieved person may, after a hearing by the Board as per Level 4, if not wholly satisfied by their judgment, appeal to an arbitration committee. This committee shall be composed of any representative of the Board of Education, one representative of the Administration, and one representative of the Secretarial and Clerical Association, which said committee shall review each factual allegation of the controversy, the probable effect upon the complainant and the school system in the event of acceptance or rejection of the relief sought, and further confer with the principle parties involved or their representatives as the factual allegation and decide on the arbitrability of the case. Should this committee deem it necessary, the aggrieved may then proceed to enter into non-binding advisory arbitration.

Within ten (10) days after the decision of the committee, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

The arbitrator so selected shall confer with both parties and their representatives and issue his/her decision not later than twenty (20) days after said conference. The arbitrator's decision shall be in writing and set forth his/her findings on the issues submitted. The arbitrator's decision shall be submitted to the Board and the Association and shall be advisory and non-binding on the parties.

The cost of said arbitration shall be equally borne by both the Board and the aggrieved or the representatives.

2. In all informal grievance proceedings, both parties shall endeavor to dispose of the same by direct conference and without intervention of any third parties. However, either party may, below the third level of the formal proceedings with the consent of the others and upon three (3) days' notice, advise the other party of his/her desire to have a representative appear with or for him/her, in which case, said proceedings shall be continued thereafter with such representative present for and on behalf of the party concerned. However, at the third or fourth level, either party may have a representative of his/her own choice present at his/her discretion upon three (3) days' notice and without the consent of the other party. If more than one representative is desired by a party in proceedings below the fourth level, this may be done if it is mutually agreeable to both parties.
  - a. When a member of the Franklin Secretarial and Clerical Association is involved in such a grievance procedure, he/she may be represented pursuant to the preceding paragraph by a representative of the Association without further evidence of its authority to act in his/her behalf. Representatives of other organizations shall present satisfactory written evidence of their authority to act, including the names of the individual employees actually represented thereby.
  - b. Any individual employee, groups of employees and representatives of minority groups shall, within the framework of this policy, have the right to be heard as herein provided.
  - c. All appeals before the Board of Education after the submission of reports and a hearing as herein provided shall be decided by the Board by resolution and its decision regarding the subject dispute shall be communicated through the chief school administrator of the school system to all employees affected by the said decision.

#### **ARTICLE IV** **ASSOCIATION RIGHTS AND PRIVILEGES**

The Board agrees to make available to the Association upon request:

1. Information required by the Association in developing accurate and realistic programs. Said information shall be in the form of existing public information and additional existing budgetary and financial material and data. Names and addresses of new personnel shall be made available to the Association for the purpose of mailing, informing, and roster construction. A comprehensive list of total existing personnel shall be made available with the appropriate guide step level for the purpose of proposal calculation only.
2. Whenever any member-representative of the Association is mutually scheduled by both parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he/she shall suffer no loss of pay.
3. Representatives of the Association shall be permitted to transact official Association business on school property after approval of said use by the School Superintendent and subject to conditions and regulations set by the Franklin Board of Education. Notification of said intended use shall be submitted to the Superintendent at least one week prior thereto (except in cases of an Association-declared emergency), whereupon the permission for said use shall not be unreasonably withheld.
4. Office equipment sufficient to facilitate the clerical functions of the Association may be provided by the Board upon request and at such times set by the Administration but in no event during school hours.
5. The Association shall have the right to purchase expendable office supplies and other materials from the Board of Education at a price paid by the Board provided that these supplies are on hand in sufficient quantities to meet the education needs of the school.
6. The Association shall be provided with a bulletin board for official business in the faculty lounge which shall be maintained by the Association.

**ARTICLE V**  
**SCHOOL CALENDAR**

1. All secretarial and clerical employees employed as part of the secretarial and clerical unit will have the following work schedule to include a seven and a half hour work day:

Secretary to Elementary Principal/Vice Principal	-	7:30 A.M. to 3:30 P.M.
Receptionist/Secretary to Guidance	-	7:30 A.M. to 3:30 P.M.
Secretary to Child Study Team /Vice Principal	-	7:30 A.M. to 3:30 P.M.
*P/T Secretary to Child Study Team	-	15 hours per week

\*To work 15 hours per week during the days in which students are in school (i.e. 15 hours per week @ 39 weeks). The part-time child study team secretary's hours will be determined by the administration but will typically be 8:45-12:30 Monday, Tuesday, Thursday and Friday. Hours to be "made up" because of school closings will be done with approval of the administration. At no time will the hours exceed 20 hours per week.

2. Performance responsibilities shall be set by the Board of Education via description and/or Board Policy.
3. Days when school is closed due to inclement weather, secretarial and clerical employees will not be required to report to work.

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4. Delayed openings - secretarial and clerical staff to report 1 hour prior to students (e.g. 9:00 a.m. for a 10:00 a.m. opening.)
5. Summer hours for secretarial and clerical employees will be 8:30 A.M. to 3:00 P.M.
6. During the time period specified as the work day, there will be a thirty-minute lunch period at the discretion of or to be arranged by the administration. Also, all employees will work the full calendar year with the following fourteen (14) holidays:

Fourth of July	Christmas Day
Labor Day	New Year's Eve Day
Election Day	New Year's Eve
Veterans' Day	Martin Luther King, Jr.'s Birthday
Thanksgiving Day	Presidents' Day
Friday following Thanksgiving	Good Friday
Christmas Eve Day	Memorial Day

Holidays falling on Saturday and Sunday will be given on Friday or Monday to full-calendar employees. Floating holidays may be added to vacation days (see Article VIII). Holidays which fall on days in which school is in session will be taken at a later day as a floating holiday with approval of the secretary's supervisor.

7. On the day before Thanksgiving break and winter break secretaries will be released at 1:30 p.m.
8. Secretaries are required to return to school for four (4) evening meetings (e.g., back to school, parent-teacher conferences and graduation). These evening events will be covered on a rotating basis by the full-time secretaries such that no secretary will have more than 2 nights back in any one year.

**ARTICLE VI**  
**ABSENCES**

**A. Absence for personal illness**

1. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury or because of exclusion from school by the medical authorities on account of a contagious disease or being quarantined for such a disease in the immediate household.
2. All full-time employees shall be entitled to twelve (12) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
3. Part-time child study team secretary shall receive ten (10) sick days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
4. In cases of illness extending beyond the employee's sick leave credit, the deductions will be made on the basis of 1/20 per day of the monthly basic salary.
5. In all absences or sick leave exceeding three consecutive school days, the employee may be required to file a physician's certificate with the Superintendent.

6. All unit secretaries/clerks will call their immediate supervisor by 7:00 A.M. when they are ill and unable to report to work. Additionally, secretaries will call the sub service on days when school is in session.

**B. Absence due to a death in the employee's immediate family or household**

1. Absence due to a death in the employee's immediate family or household shall be allowed with pay for the required period not to exceed five (5) school days which shall be taken within fourteen (14) calendar days of the death.
2. The term "immediate family" shall include wife, husband, children, mother, father, mother-in-law, father-in-law, sister, or brother and grandchildren.

**C. Absence due to a death of non-immediate members of the family**

1. Absence due to a death in the employee's non-immediate family shall be allowed up to three days. Full pay shall be allowed for the day of the funeral. If an outside substitute is called for the remaining two days, substitute's pay will be deducted from the employee's salary.

**D. Personal leave**

1. Three (3) days' leave will be granted without loss of pay for legal business, household or family matters which require absence during school hours. This section does not apply to the day preceding or following any vacation period. Application shall be made to the immediate supervisor one week prior to the days requested. For consecutive personal days to be taken, the reason must be given to the immediate supervisor and prior approval will be at the discretion of the immediate supervisor.

In case the three days without loss of pay are not utilized in a given year, they will accrue to the employee's sick leave.

Absence for the purpose of marriage or to attend weddings of friends or relatives may be allowed with employee's pay less substitute's pay upon the approval of the Superintendent.

**E. Professional Business**

1. Absences to attend conferences, workshops, and conventions shall be allowed with full pay upon approval by the Superintendent and the Board of Education.
  - a. Any such leave shall be limited to three days, either staggered or consecutive, during one school year.
  - b. No more than two employees shall be permitted to exercise their privilege as herein provided at any one time.
  - c. Expenses for attendance at special conventions or meetings shall be allowed an employee by the Board of Education upon recommendation of the Superintendent. In addition to the usual expenses to be approved by the Superintendent, there shall be allowed travel expenses at the IRS rate (see Article X, Item 4, Tuition Reimbursement).
  - d. Any employee desiring to attend a professional convention or meeting shall apply to the Superintendent for approval not later than ten (10) days in advance of the convention or meeting date or dates.



**F. Court Order**

1. Absence from school for reason of a subpoena shall be allowed with pay provided that the subpoena is filed with the Superintendent. If an employee is party to a suit, absence from school in that connection shall be without pay, unless the Board, at its discretion, shall determine otherwise.
  2. **Jury Duty** - Any employee serving on jury duty will receive full pay. Money received from jury duty will be submitted to the school.
- G. In the event no substitute is available during the employee's absence, deduction of substitute's wages shall be made in all cases where such deduction would have applied had a substitute been employed.
- H. Illness in immediate family will be allowed two (2) days with pay and a third day less secretarial substitute pay.

**ARTICLE VII**  
**PAYDAYS**

- A. Employees may individually elect to have ten percent (10%) of their monthly salary deducted from their pay. These funds shall be paid to the employee on the final payday in June or monthly on July 1 and August 1, according to law.
- B. When a payday falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
- C. Employees may receive paychecks prior to vacation. When a payday falls on a secretary's vacation, and if the secretary wishes to be paid on the Friday prior to the start of the vacation, this will be accomplished if the secretary notifies the Business Administrator/Board Secretary in writing prior to the first of the month in which the vacation falls.

**ARTICLE VIII**  
**PAID VACATION**

Full time employees are entitled to paid vacations as follows:

Less than one year	- 1 day per month to a maximum of five (5) days
Entering 1 year	- 2 weeks
Entering year 6	- 2 weeks plus 1 day
Entering year 7	- 2 weeks plus 2 days
Entering year 8	- 2 weeks plus 3 days
Entering year 9	- 2 weeks plus 4 days
Entering year 10	- 3 weeks
Entering year 13	- 3 weeks plus 3 days
Entering year 18	- 4 weeks

Typically, vacations will be taken during non-school days unless at the discretion of the immediate supervisor with written approval of the Superintendent, vacation will be permitted during the time school is in session. Floating holidays may be added to vacation days (see Article V). Unused vacation days may be carried over unto the next calendar year to a maximum of four (4) days.

**ARTICLE IX**  
**INSURANCE PROTECTION**

1. The Board shall continue to provide the Health Care Insurance protection as provided by the FEA negotiated contract for full time employees. (Part-time secretaries shall not receive these benefits.)

2. **Dental Plan**

The Association shall be entitled to benefit as set forth in the agreement between the Franklin Education Association and the Board of Education in regard to a Family Dental Plan for full time employees. (Part-time secretaries shall not receive these benefits.)

**ARTICLE X**  
**MISCELLANEOUS**

1. **File**

An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him/her during such review. At least once every year, an employee shall have the right to indicate those documents and/or materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/her designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. Disputes over the retention of said documents may be processed through the grievance procedure, commencing at Level II.

2. **Derogatory Material**

No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review such material by affixing his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

3. **No Separate File**

Although the Board agrees to protect the confidentiality of personal references and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

4. **Tuition Reimbursement**

The Board of Education agrees to reimburse any Association member for credits which are taken while his/her contract is in effect at the Franklin School District. A total of twelve (12) credits in any one year, including summer months between the effective dates of his/her contract, will be allowed. These credits will be reimbursed at 50% of the tuition rate per credit. The maximum rate per credit allowable will be New Jersey College rate. All credits must be in the field in which he/she is employed.

Payment will be made in the month of September of the following term provided the employee has furnished a transcript of this course to the office of the Superintendent. If a transcript has not been furnished at that time, payment will be made the month following the receipt of the transcript.

In the event that the employee has left the system for any reason prior to payment, no payment will be made under this policy. Further, the Board agrees to pay 100% reimbursement for workshops and seminars which have received prior written approval by the Superintendent.

5. **Termination of Employment**

A. Final evaluation of an employee upon termination of his/her employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this Article.

B. **Notice of Separation** - The employee shall give thirty (30) days written notice to the Superintendent prior to leaving the position.

6. **Reduction in Force**

Any reduction in force will be done on a seniority basis. Should a vacancy arise in a secretarial/clerical position, full consideration is to be granted to the present employees in filling vacant positions.

7. **Sick Leave Reimbursement**

Upon retirement, each employee shall be entitled to be reimbursed \$30.00 for each unused day of sick leave which has been accumulated by the employee during the course of employment with a cap of \$3,000 maximum reimbursement.

8. **New Employees**

New employees will be hired at a salary proportionate to salaries being paid to present employees based upon experience and skill, subject to secretarial-clerical salaries being under the control of the Board of Education.

9. **Salary Increases**

a. Salary increases for secretaries/clerks shall be divided as follows:

	<u>2003-04</u>	<u>2004-2005</u>	<u>2005-06</u>
Mary Alonso Secretary to Child Study Team/Vice Principal	\$28,424	\$29,703	\$31,040
Judith Goldsworthy Secretary to Guidance/Receptionist	\$31,349	\$32,760	\$34,234
Connie Cholminski Part-time Child Study Team/Vice Principal	\$7,379	\$7,711	\$8,058
Louise Murphy Secretary to Principal/Vice Principal	\$28,215	\$29,485	\$30,811

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Note:

b. New hires

Full time secretaries will begin at no less than

	<u>2003-04</u>	<u>2004-05</u>	<u>2005-06</u>
	\$24,871	\$25,990	\$27,160

and

New part time secretaries will be prorated on this base salary.

10. Longevity

Any employee covered by this agreement shall receive a longevity benefit based on the following schedule with regard to service in the district. The benefit will be added to the annual salary but will not become part of the base salary.

Entering 15th year - Longevity stipend = \$600

RATIFICATION AND CONFIRMATION

The parties hereto, by the execution hereof, do ratify, acknowledge, and agree that this contract agreement shall constitute the Agreement between the Association and the Board until further modified in accordance with the provisions thereof.

DATE: 4/1/03

**FRANKLIN SECRETARIAL ASSOCIATION**

by: Hank Kunkel Heidi D. Clune  
Hank Kunkel & Heidi Clune, FEA Co-Presidents

**FRANKLIN BOARD OF EDUCATION**

by: Wayne Yahm  
Wayne Yahm, President

**ATTEST:**

William J. Sabo  
William J. Sabo  
Business Administrator/Board Secretary

**FRANKLIN EDUCATION ASSOCIATION**  
**Proposed Language for Representation Fee**

For All Members-All Groups  
(Teachers, Aides, and Secretaries)

The Franklin Board of Education shall deduct from the pay of all nonmember employees in the unit a representation fee, in lieu of dues, for services rendered by the Franklin Education Association in accordance with C.34:13A-5.5.

The representation fee to be paid by nonmembers/fee payers will be determined by an impartial arbitrator in accordance with the law.

On or about the first of November of each year, the Board will submit to the association a list of all employees in the bargaining unit. On or about January 1<sup>st</sup> of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.

The Board will deduct from the salaries of the fee paying unit members the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

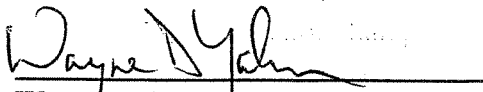
The Association will notify the Board in writing of any changes in the list provided and/or the amount of representation fee, and such changes will be reflected in any further deductions as soon as possible after the Board received said notice.

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits, and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of this Article. The Association shall intervene in and defend any administrative or court litigation.

Franklin Education Association

Franklin Board of Education

  
Hank Kunkel, FEA Co-President

  
Wayne Yahm, Board President

  
Heidi Clune, FEA Co-President

3/26/03  
Date

Addendum  
Representation Fee  
[Sidebar Agreement]