

4-2011
18-08

A G R E E M E N T

between the

BOARD OF EDUCATION OF THE TOWNSHIP OF FRANKLIN -

and the

FRANKLIN TOWNSHIP ASSOCIATION OF EDUCATIONAL SECRETARIES

73-75

TABLE OF CONTENTS

ARTICLE I	-	Recognition
ARTICLE II	-	Negotiation Procedure
ARTICLE III	-	Grievance Procedure
ARTICLE IV	-	Employee Rights and Responsibilities
ARTICLE V	-	Association Rights and Responsibilities
ARTICLE VI	-	Board of Education Rights and Responsibilities
ARTICLE VII	--	Employment and Termination
ARTICLE VIII	-	Transfers and Reassignments
ARTICLE IX	-	Reduction in Rank or Job Classification
ARTICLE X	-	The Contract Year
ARTICLE XI	-	Hours of Work
ARTICLE XII	-	Temporary Leave
ARTICLE XIII	-	Holidays
ARTICLE XIV	-	Vacations
ARTICLE XV	-	Reimbursement for Attendance at Workshops
ARTICLE XVI	-	Insurance Protection
ARTICLE XVII	-	Secretarial and Clerical Coordinating Council
ARTICLE XVIII	-	Salaries
ARTICLE XIX	-	Miscellaneous Provisions
ARTICLE XX	-	Duration of Agreement
APPENDIX A	-	Listing of Supervisors

ARTICLE I - RECOGNITION

- A. Pursuant to Chapter 303, Public Laws of 1968 of the State of New Jersey, the Franklin Township Board of Education hereby recognizes the Franklin Township Association of Educational Secretaries as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for all individuals under contract with the Board in the following units:**
- (a) Secretarial, Clerical and Accounting Personnel**
- B. Unless otherwise specified in this agreement the personnel included in this unit described above shall be referred to as clerical employee.**

ARTICLE II NEGOTIATION PROCEDURE

- A. In accordance with the provisions of Chapter 303, Public Laws 1968 of New Jersey, the parties agree to commence negotiations for a successor Agreement not later than March 1, 1975.
- B. Upon the request by the Association President, the Board agrees to make known to the Association President when and where information is available that the Board is required to release by law.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations, pending ratification by the Association and approval and adoption by the Board.
- E. 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 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 or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE III GRIEVANCE PROCEDURE

A. Definitions:

1. Grievance procedures are means by which employees may appeal the interpretation, application or violation of 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 decisions.

B. Purpose:

1. The purpose of this procedure is to secure equitable and proper solutions to grievances at the lowest possible level.

C. Procedure:

1. Any employee shall have the right to appeal the application of policies, the agreement, and administrative decisions affecting him 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 event.
2. The parties agree that in presenting his grievance, the grievant shall be assured freedom from coercion.
3. The individual has the right to either represent himself in the grievance procedure or in the alternative, use a representative selected or approved by the Association or a representative selected and approved by himself. Whenever an employee is not represented by the Association, the Association shall have the right to be present commencing with Step 2, and all subsequent steps, and present its position in writing.
- 3a. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following year, could result in irreparable harm to a 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.

ARTICLE III GRIEVANCE PROCEDURE (continued)

4. STEP 1. If a grievant has a problem, he should first discuss the problem informally with his immediate supervisor, (see attached copy of Listing of Supervisors) who will attempt to resolve it. The superior will be allowed seven (7) calendar days to study the problem before giving the grievant his determination.
5. STEP 2. If the grievance is not resolved by the respective superior to the satisfaction of the grievant in Step 1, the grievant has seven (7) calendar days in which to put his grievance in a formal statement. The written statement of the grievant shall contain:
 - (a) The nature of the grievance and the date of the event.
 - (b) A citation of the alleged specific violation of the Agreement, policies or Administrative decision.
 - (c) The relief sought.

This would be sent to the superior with whom he had the informal conference. A formal hearing will then be held with the grievant by his superior. The superior's decision must be rendered in writing within seven (7) days of the receipt of the formal complaint.

6. Step 3. If dissatisfied with the action taken at the 1st and 2nd steps, the grievant may within seven (7) calendar days appeal the complaint to the Superintendent of Schools. A written report from the person or persons to whom the appeal has been previously made shall be submitted with the appeal of the employee. The Superintendent of Schools or his designated representative shall have fourteen (14) calendar days for the purpose of holding a hearing, reviewing the formal complaint and rendering a decision in writing.
7. Step 4. If the individual is dissatisfied at this Step, the grievant may, within seven (7) calendar days appeal in writing directly to the Board of Education through the Board Secretary. A copy shall be concurrently sent to the Superintendent. The Board of Education shall hold a hearing with the grievant and shall render a decision within thirty (30) calendar days after receipt of the complaint.
8. Step 5. Within ten (10) days thereafter, if the grievant is not satisfied with the disposition of this grievance at Level 4, an arbitrator shall be selected according to the rules of the American Arbitration Association. The decision of the arbitrator shall be advisory and presented in writing to all parties of interest.
9. The Board and the Association agrees that each will give serious consideration to the recommendations of the Arbitrator. The intent of the Arbitrator's decision will be considered in resolution of the grievance.

ARTICLE III GRIEVANCE PROCEDURE (continued)

10. Costs of arbitration shall be subject to the following:

- (a) Each party shall bear the total cost incurred by themselves.
- (b) The fees and expense of the arbitrator are the only costs which shall be shared equally by the two parties except for the filing fee which shall be borne by the moving party.

D. Miscellaneous Section:

- 1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employees to proceed to the next step.
- 2. Failure at any step of this procedure to communicate the decision on a grievance to the grievant within the specified time limit shall permit the grievant to proceed to the next step. Failure at any step of this proceeding to appeal the grievance to the next step within the specified time shall be deemed evidence of forfeiture of the right to process the grievance at a higher level.
- 3. The immediate superiors for all clerical personnel shall be as set forth in Appendix A hereto annexed.
- 4. When a clerical employee is not represented by the Association, the Association shall have the right to be present and to state its view at all stages of the grievance procedure.
- 5. If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such grievance, in writing, to the Superintendent directly and the processing of such grievance shall be commenced at Step 3.

ARTICLE IV EMPLOYEE RIGHTS AND RESPONSIBILITIES

- A. No clerical employee shall be disciplined without just cause. Such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure with the exception of the case involving the discharge of a non-tenure clerical employee.
- B. Whenever any clerical employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his 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 Association present to advise her and represent her during such meeting or interview.
- C. It shall be the responsibility of each member to comply with the terms of this agreement and with Board policies and administrative procedures which do not conflict with the terms of this agreement.

ARTICLE V - ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. The Association or its representatives will have the right to use school buildings at all reasonable hours for official purposes, provided such usage has been cleared by the appropriate administrator, which shall not be unreasonably denied. The current Board Policy on Use of School Buildings shall apply.**
- B. The Association shall have the right to use the interschool mail facilities with the approval of the appropriate administrator, which shall not be unreasonably denied.**
- C. Whenever any representative of the Association or any clerical employee is scheduled by the Board or any of its representatives to participate during working hours in negotiations, grievance proceedings, conferences or meetings, she shall suffer no loss in pay.**
- D. The Association agrees to encourage its members to comply with policies, rules and procedures of the Board of Education, providing that such policies, rules and procedures are not contrary to the provisions of this Agreement.**

ARTICLE VI - BOARD OF EDUCATION RIGHTS AND RESPONSIBILITIES

Except as otherwise provided in this Agreement, and under the provisions of Chapter 303, Public Laws 1968, the Board reserves the responsibility and exclusive authority to manage and direct, on behalf of the public, all the operations and activities of the Franklin Township School District to the fullest extent authorized by law.

ARTICLE VII - EMPLOYMENT AND TERMINATION

A. Employment

1. Vacancies in new and existing positions in the school district shall be posted in all offices not later than two weeks before the final date for applications for the position. All applicants for new or promotional positions must apply in writing.
2. All outside applicants and present employees seeking a position on a higher grade level, indicating an interest in a vacant position, shall be given a written examination appropriate to the position.
3. The three applicants who receive the highest scores on the written examination shall be interviewed for the position. Selection of the person to fill the position shall be from the three applicants or if all applicants are rejected a request shall be made by the supervisory personnel for a readvertisement of the position.

B. Termination

Clerical employees may have their contract terminated either by two weeks' notice given by the employee or two weeks' notice given by the employer. Two weeks pay may be given in lieu of notice.

- C. All appointments of clerical employees will be subject to this policy of the Board of Education and this article.

ARTICLE VIII TRANSFERS AND REASSIGNMENTS

A. Voluntary Transfer

1. No later than five (5) working days following the known availability of any unit position, all members of the unit shall be circularized regarding the opening.
2. Clerical employees who desire a change in rank and/or assignment or who desire to transfer to another building may file a written statement of such desire at any time, with the superintendent. Such statement shall include the rank, position, and the school or schools to which he desires to be transferred, in order of preference.
3. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the best interests of the school system and no such request shall be denied arbitrarily or capriciously.

B. Involuntary Transfer

1. Notice of an involuntary transfer or reassignment shall be given to clerical employees as soon as practicable.
2. When an involuntary transfer or reassignment is necessary, a clerical employee's area of competence, length of service in the Franklin Township School District, length of service in the particular school building, and other relevant factors, shall be considered in determining which clerical employee is to be transferred or reassigned.
3. An involuntary transfer or reassignment shall be made only after a meeting between the clerical employee and the superintendent or his agent, at which time the clerical employee shall be notified of the reason thereof. In the event that a clerical employee objects to the transfer or reassignment at this meeting, upon the request of the clerical employee, the superintendent shall meet with him. The clerical employee may, at her option, have an Association representative present at such meeting, and the final decision on reassignment shall be subject to the Grievance Procedure.

ARTICLE IX REDUCTION IN RANK OR JOB CLASSIFICATION

- A. Clerical employees will not be reduced in rank or job classification without just cause.
- B. Any clerical employee reduced in rank or job classification may request and receive from the Superintendent or his designee reasons for such reduction.
- C. It is the exclusive responsibility of the Board of Education and its administrative staff to determine the job content and the applicable requirements for job performance, such as education, experience and skill. If, during the term of this agreement, it becomes necessary to change the job content of any position substantially enough to warrant a change in a clerical employee's classification such change deposition will be slotted in the appropriate classification and the Association will be promptly furnished with a revised job description. Any dispute as to the propriety of the change in the clerical employee's classification shall be subject to the Grievance Procedure specified in Article III.
- D. Reduction of Personnel
 1. It is hereby specifically recognized that it is within the sole discretion of the Board of Education to reduce the clerical staff when necessity dictates, provided such rights are exercised in conformity with this agreement and the Statutes of the State.
 2. Reduction of clerical employees who are represented by the bargaining unit will be made according to seniority in classification:
 - (a) Seniority for the purpose of this article shall be defined as non-terminated years of employment in that classification in the district.
 - (b) A seniority list shall be prepared by the Board and presented to the Association which includes all present bargaining unit personnel.
 3. Reduction procedure of clerical personnel who are represented by the bargaining unit will occur as follows:
 - (a) Non-tenure employees will be laid off first where any clerical employee who has acquired tenure and whose position has been curtailed is qualified to perform the services of the probationary clerk.
 - (b) In the event a tenure clerical employee must be laid off, layoff will be on the basis of seniority.
 - (c) It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the individual clerical employee to be laid off. In the event of a disagreement concerning the layoff list, the Association shall have the right to meet with the

ARTICLE IX REDUCTION IN RANK OR JOB CLASSIFICATION (continued)

- Superintendent concerning the layoff list prior to notification of the individual clerical employee and prior to the notification deadline.
- (d) Transfers made necessary under this procedure and requests for re-transfer will be handled within the intent of Article VIII of the Agreement.
 - (e) The Board shall state to the Association the reasons for determining that a reduction of staff is deemed necessary.

4. Recall

Clerical employees shall be recalled in inverse order of layoff for position openings for which they are classified in accordance with the following:

- (a) A recall list shall be maintained by the Personnel Office. It shall be the clerical employee's responsibility to maintain a current address with the Personnel Office. If the clerical employee cannot be contacted because of her failure to maintain a current address within the Personnel Office the Board is relieved of its responsibility to notify her. Failure to respond to notification of a vacancy or non-acceptance of an available position for which she is qualified, shall be sufficient cause to drop the clerical employee from the list.
 - (b) If a position exists within the district for which the clerical employee is qualified pursuant this Agreement, the clerical employee shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the clerical employee shall accept the position by replying in writing or it shall be determined that she has declined the position.
- E. If the Board finds it necessary to reduce staff by lay-off, it will notify the Association sixty (60) days prior to the actual date of the lay-off.

ARTICLE X THE CONTRACT YEAR

- A. The contract year for 12-month clerical employees shall begin July 1 and end June 30 annually. It shall include all working days exclusive of holidays, leave and vacation days as approved under the terms of this Agreement.
- B. The work year for 10½ month clerical employees shall include the last ten (10) working days in the month of August and all working days from September 1 to June 30 exclusive of holidays, leave and vacation days as approved under the terms of this agreement.
- C. The work year for a 10-month clerical employee shall include all working days from September 1 to June 30 exclusive of holidays and leave days as approved under the terms of this Agreement.
- D. A contract may be issued to any 10-month clerical employee employed beyond her normal contract period by mutual agreement at a rate of 1/200 of her contract.
- E. A contract may be issued to any 10½ month clerical employee employed beyond her normal contract period by mutual agreement at a rate of 1/210 of her contract. Any work performed beyond the 10½ month period for 10½ month clerical employees shall be compensated for at a rate of 1/210 of their contracts.

ARTICLE XI HOURS OF WORK

- A. Full time clerical employees will work thirty-five (35) hours per week.
- B. All clerical employees shall be entitled to a 10-minute break in the morning and all clerical employees shall also be entitled to a 10-minute break in the afternoon.
- C. Overtime is defined to mean hours worked over the first $37\frac{1}{2}$ work hours per week. Overtime performed on weekdays and Saturdays shall be compensated at $1\frac{1}{2}$ times the hourly rate. Overtime performed on Sundays and Holidays shall be compensated at 2 times the hourly rate.
- D. The regular contract rate is computed at $\frac{1}{7}$ of $\frac{1}{200}$ of a 10-month worker's contract; $\frac{1}{7}$ of $\frac{1}{210}$ of a $10\frac{1}{2}$ -month worker's contract and $\frac{1}{7}$ of $\frac{1}{240}$ of a 12-month worker's contract.

ARTICLE XII TEMPORARY LEAVE

A. Sick Leave

1. Sick leave is defined to mean absence of the clerical employee because of personal disability due to illness or injury, or because of exclusion from school on account of contagious disease or quarantine for such disease.
2. Clerical employees shall be eligible for sick leave at the rate of 1 day for each month of annual contracted employment.
3. All days of unused sick leave shall be accumulated to be used in subsequent years.
4. When absence because of illness exceeds the annual leave and the accumulated leave, a day's salary (10 month - $1/200$; $10\frac{1}{2}$ month - $1/210$; 12 month - $1/240$ of the annual salary) shall be deducted for each day of such absences.
5. In case of sick leave claimed, a board of education may require a physician's certificate to be filed with the secretary of the board of education in order to obtain sick leave (Title 18A:30-4)

B. A death in the family shall entitle a clerical employee to the following leave days:

1. Death in the immediate family: Five (5) days with pay. Includes spouse, father, mother, sister, brother, son, daughter, father-in-law, mother-in-law, or any member of the family living in the household of the employee.
2. Death in the family - not immediate: One (1) day's leave with pay. Includes aunt, uncle, grandparent, niece, nephew, grandchild, grandparents of spouse, first cousin, brother-in-law, sister-in-law. These are not deducted from sick leave.

C. Maternity Leave of Absence

Maternity leave shall be granted subject to the following:

1. Any female clerical employee shall, upon request, be granted a leave of absence without pay for maternity purposes or adoption of a child for a period of not more than two (2) years.
2. In the absence of such a leave, any pregnant clerical employee shall be entitled to continue working as long as she is physically able to do so, to be absent without pay as may be required by her for maternity purposes, and to return to her duties when physically able to do so.
3. A clerical employee granted maternity leave, shall upon resuming her regular duties, be eligible for the same salary she would

ARTICLE XII TEMPORARY LEAVE (continued)

have received had she completed the contract in which the leave was granted, assuming the leave was granted after January 31st.

4. This clause now complies with Title VII, U. S. Code of the Civil Rights Act of 1964.

D. Personal Leave

Clerical employees shall be eligible to receive two (2) days personal leave. Applications should be made to the supervisor in advance when possible and approved by the Superintendent. Except for extenuating circumstances and subject to the approval by the immediate Supervisor and the Superintendent, no personal leave days shall be granted immediately before or after holidays or in-service days. An application received more than a week after the absence shall not be approved as personal leave. Unused days of personal leave may be accumulated as sick leave.

ARTICLE XIII HOLIDAYS

- A. Clerical employees shall work the contract year except seventeen (17) days as designated by the Superintendent of Schools based on the school calendar for 12-month employees; and sixteen (16) days as designated by the Superintendent of Schools based on the school calendar for 10 and 10½ month clerical employees.
- B. The Franklin Township Association of Educational Secretaries shall submit a recommended list of holidays to the Superintendent for review. The Board and the Superintendent will make all reasonable efforts to follow the recommended list if practical when formulating the school calendar.
- C. Clerical employees shall have legal holidays scheduled in conjunction with the school calendar.
- D. Holidays not heretofore mentioned shall be scheduled with the recommendation of the Franklin Township Association of Educational Secretaries and approval of the Superintendent.
- E. Clerical employees are expected to be on duty when offices are open except those days designated under the terms of this agreement and approved personal leave and vacation days.

ARTICLE XIV VACATIONS

A. Vacation for 12 month clerical employees will be as follows:

5 days granted after 6 months of service prior to July 1 of any year and add one additional day's vacation for each month of service in addition to the six months, but the total vacation shall not exceed 10 days in all. This policy applies to 12 month clerical employees only.

10 days granted after 1 year of service prior to July 1 of any year.

15 days granted after 5 years of service prior to July 1 of any year.

20 days granted after 10 years of service prior to July 1 of any year.

B. Experience credit shall be given to a 10 month clerical employee toward vacation as a 12 month clerical employee when the employee changes to a 12 month position, on the basis of $83\frac{1}{3}\%$ of the total time in service.

C. Vacation schedules must be approved in advance by the immediate supervisor, and appropriate administrator. Such approval shall not be unreasonably withheld.

ARTICLE XV REIMBURSEMENT FOR ATTENDANCE AT WORKSHOPS

Clerical employees who are required by the Board of Education to attend meetings, workshops or conferences shall be reimbursed for reasonable authorized expenses.

ARTICLE XVI INSURANCE PROTECTION

As of the beginning of the 1973-74 school year, the Board shall provide the health-care insurance protection designated below:

1. The Board shall pay 100% of all individual and family coverage for Medical and Hospital Insurance.
2. The Board shall pay 100% of all individual and family coverage for Major Medical Insurance.

ARTICLE XVII SECRETARIAL AND CLERICAL COORDINATING COUNCIL

- A. The parties agree to continue the Secretarial and Clerical Coordinating Council to consist of three members designated by the Franklin Township Association of Educational Secretaries and three members appointed by the Superintendent of Schools to study matters of concern to the Secretarial and Clerical staff.
- B. This Council shall meet at least once each calendar month and at such other times as may be mutually agreed by representatives of the Association and the Board. Regular meetings shall be scheduled during normal building hours. Association representatives attending such meetings shall be paid at their regular equivalent hourly rate for time spent at Council meetings during work hours up to a maximum of two hours per month.
- C. The Council shall establish its own rules of procedures.
- D. The function of the Council is to recommend, through the Superintendent, to the Board of Education, items for consideration concerning policies and practices associated with Clerical and Secretarial functions subject to fiscal and legal limitations.

ARTICLE XVIII SALARIES

- A. The salaries of all clerical employees covered by this agreement are set forth in Schedule A which is attached hereto and made a part thereof.
- B. Payment of salaries shall be rendered as follows:
1. Clerical employees employed on a twelve (12) month basis shall be paid in twenty-four semi-monthly payments.
 2. Clerical employees employed on a ten (10) month basis and 10 $\frac{1}{2}$ month basis shall be paid in twenty (20) equal semi-monthly installments.
 3. The schedule of payments shall be the 15th of the month and the last working day of the month. All paychecks shall be placed in sealed envelopes.
 4. When a payday falls on or during a school holiday, vacation or weekend, clerical personnel shall receive their paychecks on the last prior working day, in accordance with present practice.
- C. Any clerical employee new to or now employed by the Franklin Township Public Schools shall be given credit for relevant prior secretarial experience. Placement shall not exceed the third step in grade on the approved salary guide.
- D. Promotion of clerical employees:
1. For a one grade promotion, the difference between the two ranges would be given; in no case should the employee fall below the minimum for the grade.
 2. If the employee is above the old range, she will receive an increase if the salary falls in the new range.
 3. If the promotion is more than one grade, the clerical employee shall be placed on the step in the new grade which shall guarantee her a 10% increase in salary or the minimum step of the new grade, whichever is higher.
- E. Clerical employees reduced in grade shall not be reduced in salary; however, their salary shall be frozen until such time as the salary for the new grade under the terms of this agreement shall exceed their salary at the time of reduction.

ARTICLE XVIII - SALARIES

Schedule "A"
1973-74
STEPS

<u>GRADE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
8	\$6,736	\$7,074	\$7,427	\$7,798	\$8,188	\$8,598
7	6,429	6,751	7,088	7,443	7,815	8,206
6	5,973	6,272	6,584	6,914	7,260	7,623
5	5,540	5,817	6,108	6,413	6,734	7,071
4	5,130	5,387	5,656	5,939	6,236	6,548
3	4,751	4,987	5,237	5,498	5,773	6,063

1974-75
STEPS

<u>GRADE</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>
8	\$6,803	\$7,145	\$7,501	\$7,876	\$8,270	\$8,684
7	6,493	6,819	7,159	7,517	7,893	8,288
6	6,033	6,335	6,650	6,983	7,333	7,699
5	5,595	5,875	6,169	6,477	6,801	7,142
4	5,181	5,441	5,713	5,998	6,298	6,613
3	4,799	5,037	5,289	5,553	5,831	6,124

<u>Position</u>	<u>Grade</u>
Clerk-Typist; Telephone Operator-Receipt.	3
Clerk-Stenographer	4
Secretary I, Accounting Clerk I	5
Secretary II, Accounting Clerk II	6
Secretary III, Accounting Supervisor	7
Secretary IV	8

All Clerical employees within grade shall be placed on a Step within that grade which will provide a minimum increase of 4% for the 1973-74 school year.

Any Clerical employee who is above grade as of June 30, 1973 shall receive a minimum of one hundred dollars (\$100) for each year of the contract.

ARTICLE XIX MISCELLANEOUS PROVISIONS

- A. Clerical employees shall be notified of their employment status under a new Agreement by April 1st of the year in which the Agreement will go into effect or thirty (30) days after ratification of the Agreement by the Association and the Board. In no case should a notification be required before April 1st.
- B. If any provisions of this Agreement or any applications of this Agreement to any clerical employee or group of clerical employees is held to be Contrary to Law, then such provisions or application shall not be deemed valid and subsisting except to the extent permitted by Law, all other provisions or applications shall constitute in full force and effect.
- C. Copies of the Agreement shall be prepared at the expense of the Board within thirty (30) days after the Agreement is signed and shall be made available to all clerical employees.
- D. 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 submit in writing and have acknowledged a letter sent to:
 - 1. If by Association, to the Board at One Railroad Ave., Middlebush, Somerset, New Jersey 08873.
 - 2. If by the Board, to the Association at Hillcrest School, Franklin Blvd., Somerset, New Jersey 08873.
- E. 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.
- F. Employee benefits included in the Agreement between the Board and the Association are for full-time clerical employees.

Part-time clerical employees shall be eligible for such benefits on a pro-rated basis except for insurance benefits.

Only those contract clerical employees working 17-1/2 hours or more per week shall receive insurance benefits.

ARTICLE XX DURATION OF AGREEMENT'

This Agreement shall be effective as of July 1, 1973, and shall continue in effect until June 30, 1975 subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

In witness whereof the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president, attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

Franklin Township Association
of Educational Secretaries

Franklin Township Board
of Education

By _____
President

By _____
President

By _____
Secretary

By _____
Secretary

APPENDIX A LISTING OF SUPERVISORS

A. The immediate supervisors for all clerical and secretarial personnel are listed as follows:

Superintendent's Office Personnel	Superintendent of Schools
Nurses Office Personnel	Principal
Main Office, Intermediate School	Principal
Main Office, High School	Principal
Guidance Office, Intermediate School	Principal
Guidance Office, High School	Principal
Library Personnel, Intermediate School	Principal
Library Personnel, High School	Principal
Department Chairman's Secretary	Principal
Special Services Secretary & Personnel	Dir. Special Programs & Services
Business Office Personnel	Board Secy. & Sch. Bus. Adm.
Associate Superintendent's Secretaries	Assoc. Superintendent - Instr.
Payroll Supervisor	School Business Adm.
Instructional Division Personnel	Assoc. Superintendent - Instr.
Elementary School Secretaries	Principals
Clerk-Media Center	Coordinator of Media Center
Personnel Office Personnel	Director of Personnel

(The above is subject to change as personnel and organization may change.)

B. In any individual case where the immediate supervisor may not be clearly defined, clarification should be obtained from the Superintendent of Schools or his designated representative.