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NOT CIRCULATE

AGREEMENT BETWEEN
THE METUCHEN BOARD OF EDUCATION
AND
THE METUCHEN ASSOCIATION OF EDUCATIONAL SECRETARIES

July 1, 1972
through
June 30, 1974

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PREAMBLE

The Board of Education of Metuchen, New Jersey and the Metuchen Association of Educational Secretaries do hereby agree that Boards of Education and their employees have an obligation to the public to insure optimum performance for the educational institutions in which they serve. In order to discharge this obligation, both must assert their full, continuing and cooperative efforts to achieve the highest possible standards of Health, Safety and Welfare for every pupil of this District.

ARTICLE I

RECOGNITION

The Metuchen Board of Education (hereinafter referred to as the Board) recognizes the Metuchen Association of Educational Secretaries (hereinafter referred to as the Association) as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the personnel in the Secretarial and Clerical categories but excluding: The Secretary to the Superintendent, the Secretary to the Business Administrator, the Secretary to the Assistant Superintendent, Payroll Clerk, Bookkeeping Clerks, and all other confidential employees, managerial executives, professional employees and all others.

ARTICLE II

BOARD RIGHTS

The Association acknowledges that the employees of the Board of Education which it represents are not entitled to strike or to take any other collective action to disable the Board of Education in the discharge of its statutory duty and the Association agrees that such action would constitute a material breach of this Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Board of Education in its right to seek and obtain such judicial relief as it may be entitled to have, in law or in equity, for injunction or damages, or both in the event of such a breach.

ARTICLE III

EMPLOYEE RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every Secretary or Clerk as an employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted lawful activities for their mutual aid and protection. As a duly elected body exercising governmental power under color of the law of the State of New Jersey,

the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey or of the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of her membership or non-membership in the Association, her participation in any activities of the Association, 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.

No employee shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

Whenever any employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in her 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.

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

ARTICLE IV

NEGOTIATIONS PROCEDURE

Section 1 - Meetings

(a) Proposals instituted by the Association for negotiations will be submitted in writing to the Business Administrator or in his absence to the Superintendent of Schools no later than October 15, 1972 for the 1974-1975 school year and will be discussed with either of them, usually after working hours. If it is necessary for an Association officer or designee to be released from her duties during working hours to participate in the proposal presentation, the Board of Education will release one (1) person. Such designee will suffer no loss of pay.

(b) Either the Board or the Association, upon written request, thereafter can convene a meeting for the purpose of conducting negotiations. A mutually convenient meeting date

shall be set within fifteen (15) working days, after the above date, exclusive of official Board-designated holidays or vacations.

(c) All parties have the right to utilize the service of counsel or consultants in the deliberations.

Section 2 - Agreement

When the Board and the Association reach Agreement it shall be reduced to writing.

Section 3 - Mediation and Fact-Finding

(a) If an impasse is reached during negotiations, the impasse will be resolved in accordance with the rules and regulations of the Public Employment Relations Commission and Chapter 303, Laws of 1968.

(b) Every effort will be made to have the Mediation and Fact-Finding conducted after working hours. However, if it is necessary that such take place during working hours, requiring the release of Association officers, Committee members or employees, the Board will release only two (2) persons designated by the Association. Such designees will suffer no loss of pay.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1 - Grievance Defined

A "grievance" shall mean a complaint by an employee:

(1) That there has been as to her a violation, misinterpretation or inequitable application of any of the provisions of the Agreement or

(2) That she has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting Association employees, except that the term "grievance" shall not apply to any matter to which:

- (a) a method of review is required either by law or by any rule or regulation of the State Commissioner of Education having the force and effect of law or;
- (b) the Board of Education is without legal authority to act, or
- (c) a complaint of a non-tenure employee which arises by reason of her not being re-employed.

As used in this definition, the term "employee" shall mean also a group of employees having the same grievance, each who signs the grievance.

Section 2 - Procedure

(a) Any individual Association employee of the District shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting her appeal. She shall have the right to present her own appeal or to designate a representative(s) of the Association or other person of her own choosing to appear with her at any step in her appeal.

(b) A grievance to be considered must be taken up by the employee within ten (10) calendar days of its occurrence or within ten (10) calendar days after she would reasonably be expected to know if its occurrence.

(c) An employee shall first discuss and try to resolve with her immediate superiors (supervisor and principal) the nature of her complaint.

(d) If the complaint is not resolved to the employee's satisfaction with her immediate superior and/or the building principal within five (5) days of its submission, the employee may submit her grievance to the Business Administrator in

writing specifying:

- (1) The exact nature of the grievance;
- (2) The results of previous discussion and efforts to resolve it;
- (3) Her dissatisfaction with decisions previously rendered. (copy to the building principal)

(e) The Business Administrator shall meet with the employee within ten (10) working days from the receipt of the application.

(f) The Business Administrator shall advise the employee of his decision in writing within ten (10) days after such meeting.

(g) If the Business Administrator fails to act as outlined in Paragraph (e) or (f) above, or the employee is dissatisfied with the Business Administrator's decision, the employee, within five (5) days of the failure and/or date of decision by the Business Administrator, may submit her grievance to the Board. This shall be in writing and shall include:

- (1) a copy of the letter to the Business Administrator, per paragraph (d) and;
- (2) a statement as to the dissatisfaction with the Business Administrator's action (copies to the Business Administrator and Superintendent).

(h) The Board shall take such steps as it deems necessary and desirable, which may include a hearing with the employee, to effect an equitable determination of the grievance and shall render its decision in writing to the employee within thirty-one (31) days from the receipt of said grievance.

ARTICLE VI

ARBITRATION

Section 1

It is the intent of the parties to this Agreement that the arbitration procedure herein shall serve as a means for the peaceable settlement of grievances which are not settled under Article V that may arise between them. If a request for arbitration is made by either party, the rules and procedures of the American Arbitration Association shall govern except as otherwise provided herein.

Section 2

The recommendations of the arbitrator shall be final and binding on grievances processed as a violation, misinterpretation or inequitable application of any of the provisions of the Agreement per Article V, Section 1 (1) and shall be only advisory

for all grievances processed per Article V, Section 1 (2).

Section 3

If a grievance is not satisfactorily settled under Article V, Section 2, (h) it may be submitted to arbitration by the Association at its discretion, provided notice in writing of the intent to do so is given to the Board within five (5) calendar days of the decision under Article V, Section 2 (h).

Section 4

After giving notice of intent to arbitrate as provided in Section 3 above, the Association must within ten (10) calendar days thereafter submit its request to the American Arbitration Association for the appointment of an arbitrator in accordance with its rules and procedures. Failure to comply with the provisions of this Article shall make the decision of the Board final and conclusive on said grievance unless the time limits herein provided for are extended by mutual agreement.

Section 5

Each grievance will be arbitrated separately except those of a similar nature, pursuant to mutual agreement.

Section 6

The arbitrator shall limit himself to the issues submitted

to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any applicable policy of the Board.

Section 7

The parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute.

Section 8 - Costs

(a) All cost of and expenses incurred by the Arbitrator will be shared equally by the Board and the Association. The Board and the Association will bear the total cost incurred by each on behalf of their position. Every effort will be made to have arbitration conducted after working hours. Regardless of the release of Association officers, Committee members or employees, the Board will release only two (2) Association designees, such designees to suffer no loss of pay, and as for any other employee, Committee members or Association officers required during arbitration, the Board will pay only the cost necessary to provide for two (2) substitutes, and the lost time will be borne by the employee or the Association as they determine. If the Board requires as witnesses in the proceedings,

employees of the school District, the Board will designate those who will suffer no loss of pay.

(b) If arbitration does take place during working hours in such a manner that only a partial day is required, the Association hereby agrees that regularly assigned Secretaries or Clerks will assume, as required, duties left uncovered as a result of such arbitration.

ARTICLE VII

VACATIONS

Employees after one (1) full year of employment shall be entitled to three (3) weeks vacation with pay.

Employees after ten (10) full years of employment, shall be entitled to four (4) weeks vacation with pay.

ARTICLE VIII

HOLIDAY PAY

Section 1

Holidays for Association personnel shall include all days that school is closed according to the official school calendar, or closed due to emergency conditions, but not including that period when school is in recess during the summer.

Board-declared holidays are as follows:

New Year's Day
Good Friday
Easter Monday
Memorial Day
July Fourth
Labor Day

Thanksgiving Day
Day After Thanksgiving
Christmas Day
Day Before Christmas
Day Before New Year's Day

ARTICLE IX

INSURANCE

The Board agrees to provide, at no cost to the employees, hospital and medical-surgical insurance coverage for all employees and their eligible dependents.

The Board agrees to provide, at no cost to the employees, Major-Medical insurance coverage for the employees only.

The Board retains the right to change insurance carriers. The Board will advise the Association when any change in carriers is made.

ARTICLE X

SALARY

Section 1

Salaries shall be paid as set forth in Schedule "A" annexed hereto and made a part hereof.

ARTICLE XI

LEAVES OF ABSENCE

Section 1 - Sick Leave

Non-professional employees paid on a salary basis are entitled to ten (10) days sick leave without loss of pay. All unused sick leave in any school year shall be cumulative. The Superintendent or Business Administrator may require an employee to present a doctor's statement or proof of illness. Employees will be notified by September 1 of each year of the amount of unused sick leave due them.

Section 2 - Military Leave

According to the State law every person holding a position in a school District in New Jersey who enters the armed forces shall be granted a leave of absence for the period of such service and for further periods under certain conditions. The laws in effect at the time will govern military leaves, the rights thereunder and benefits available.

Section 3 - Death in the Immediate Family

Salaried non-professional personnel may be granted time off for death in the immediate family in accordance with the overall provisions of Board policy No. 4253.

Immediate family shall mean spouse, mother, father, child, brother, sister or a relative who lives within the employee's household. The absence may precede, include, or follow the death of a member of the immediate family.

Section 4 - Urgent Personal Business

An employee may be granted three days leave per year for urgent personal business matters, provided the employee makes application in writing to the Business Administrator twenty-four hours in advance of the day or days of absence. With the consent and approval of the Business Administrator, and subject to confirmation by the Board of Education at its next regular meeting, an employee may be absent for urgent personal business a maximum of three days with no deduction from salary. One day of the above three (3) days shall be allowed without the requirement of a stated reason.

ARTICLE XII

MISCELLANEOUS

Section 1

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only

to the limitations imposed by the language of this Agreement, in accordance with applicable laws of the State of New Jersey and rules and regulations of the Board:

(a) to direct employees of the school District;

(b) to hire, promote, transfer, assign and retain employees in positions within the school District, and for just cause to suspend, demote, discharge, or take other disciplinary action against employees;

(c) to relieve employees from duties because of lack of work or for other legitimate reasons;

(d) to maintain the efficiency of the school District operations entrusted to them;

(e) to determine the methods, means and personnel by which such operations are to be conducted, and

(f) to take whatever actions may be necessary to carry out the mission of the school District in situations of emergency.

Section 2

If any provisions of this Agreement are or shall at any time be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law.

Section 3

Both the Board and the Association, by mutual agreement, hereby agree to follow the procedures outlined in this Agreement and to use no other channel to resolve any question or proposal until the procedures within this Agreement are fully exhausted. If another channel is utilized, the parties agree that the procedure established by this Agreement will be automatically declared inoperative in this specific situation.

Section 4

It is understood by all parties that, under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

Section 5

It is understood by all parties that the Association expressly agrees that negotiations will be conducted without use of pressure tactics or any practice generally defined within the term "sanctions", and to this end, the parties agree that during the period of negotiations, such period to be construed not to end until one or the other of the parties fails to accept the recommendations of the Fact-Finder if one is used, the only

publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "No Progress Has Been Made".

Section 6

Association officers and Committees will not perform Association business during working hours nor will Association meetings be conducted on school premises without authorization by the appropriate administrative officer. Posters or announcements pertaining to Association affairs will not be posted on bulletin boards or in any area accessible to the public or the students unless such have first been approved by the appropriate administrative officer.

Section 7

Transfer policy as set forth in Board policy No. 4215b will apply.

Section 8

Association State and National representatives will first report to the principal and secure permission before visiting in the school or meeting with individual Association members or officers during working hours.

Section 9

The Board upon proper individual authorization will deduct Association membership dues in accordance with NJSA 52:14-15.0e.

ARTICLE XIII

RETENTION OF BENEFITS

It is agreed that benefits enjoyed by Association personnel prior to date of this Agreement shall not be denied to them because of the signing of this Agreement.

ARTICLE XIV

RELATIONSHIP OF THE PARTIES

The relationship of the parties is fully and exclusively set forth by this Agreement and by no other means, oral or written.

ARTICLE XV

DURATION

This Agreement will remain in full force and effect from July 1, 1972 until June 30, 1974, provided, however, that this Agreement may be reopened October 15, 1972, solely for the purpose of negotiating salaries for the 1973-1974 school year

IN WITNESS WHEREOF, the parties have hereunto affixed their
signatures.

METUCHEN BOARD OF EDUCATION

By _____

date _____

METUCHEN ASSOCIATION OF EDUCATIONAL SECRETARIES

By _____

date _____

SCHEDULE "A"

<u>Year of Service</u>	<u>School Secretaries and Clerks</u>
1st	\$ 4,100.00
2nd	4,400.00
3rd	4,700.00
4th	5,000.00
5th	5,300.00
6th	5,600.00
7th	5,900.00
8th	6,200.00
9th	6,500.00
10th	6,800.00
11th or more	7,100.00

The salary progressions listed under Schedule "A" above are not automatic and may be withheld by the Board for inefficiency or other good cause.

Super Maximum:

After 20 years - \$300.00 above Step 11.

After 30 years - an additional \$500.00
(\$1,000.00 above Step 11)