

AGREEMENT

BETWEEN THE

**EAST ORANGE EDUCATIONAL SECRETARIAL
ASSOCIATION**

AND

THE EAST ORANGE BOARD OF EDUCATION

FOR THE

CONTRACT YEAR

1 9 9 5 - 1 9 9 8

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This Agreement entered into this 27th day of June, 1995 by and between the Board of Education of East Orange, the City of East Orange, New Jersey, and the County of Essex, hereinafter called the "Board" and the East Orange Educational Secretaries' Association, hereinafter called the "Association".

ARTICLE I - RECOGNITION

A. The Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

B. Unless otherwise indicated, the term "Secretaries", when used hereinafter in this Agreement, shall refer to all clerical employees, attendance officers and music accompanists represented by the Association in the negotiation unit as above defined.

C. The following positions shall be excluded from the Association:

1. Accounts Payable/Budget Control Supervisor
2. Assistant to the Executive Assistant to the School Business Administrator
3. Executive Assistant to the School Business Administrator
4. Executive Assistant to the Superintendent
5. Executive Secretary to the Board of Education
6. Executive Secretary to the Superintendent
7. Payroll Supervisor
8. Personnel Specialist
9. Secretary to the Assistant Superintendent, Division of Instructional Services (1 position only)

10. Secretary to the Assistant Superintendent for Testing, Research, and Program Development (1 position only)

ARTICLE II - GRIEVANCE PROCEDURE

A. Definition

A grievance shall mean a complaint by an employee in the bargaining unit (1) that there has been as to him/her a violation, -misinterpretation or inequitable application of any of the provisions of that Agreement, or (2) that he/she has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy of practice governing or affecting employees except that the term grievance shall not apply to any employees except that the term grievance shall not apply to any matter as to which (1) a method of review is prescribed by law or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or by any policy of the Board of Education, or (2) the Board of Education is without authority to act. As used in this definition, the term employee shall mean also a group of employees having the same grievance.

B. Purpose

1. It is understood and agreed that both the Board of Education and the Association have the right to utilize all provisions of the article and that grievances may be processed either by the employee who has been aggrieved or by the Board or the Association.

2. It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. The results of an informal resolution shall be reduced to writing with copies to all parties

involved. Both parties recognize that the procedure is available without any fear of discrimination because of its use.

3. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may from time to time arise affecting the working conditions of secretaries. Both parties agree that the proceedings will be kept as informal and confidential as may be appropriate at any level of the grievance procedure.

4. Nothing herein contained shall be construed as limiting the right of any secretary having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, providing the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure

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, because of extenuating circumstances, be extended by mutual agreement.

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 school year, could result in irreparable harm to the aggrieved person, 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.

D. Submission of a Grievance

1. Before submission of a written grievance, the aggrieved party must attempt to solve it informally.

2. Each grievance shall be submitted in writing on forms approved by the Board and the Association and shall identify: the aggrieved party, the provision of this Agreement, the policy, or the practice involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed and, if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.

3. A grievance shall be deemed waived unless it is submitted within thirty (30) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.

4. A secretary or group of secretaries may submit grievances which affect them personally and shall submit such grievance to the building principal or immediate superior.

E. Levels

1. Level One

A secretary with a grievance shall first discuss it with his/her principal or immediate superior, either privately or with the Association's Building Representative and/or an officer of the Association present, with the objective of resolving the matter informally.

2. Level Two

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One or if no decision has

been rendered within five (5) school days after presentation of the grievance, and he/she wishes to pursue the grievance, he/she shall submit it in writing to his/her building principal or immediate superior with copies to the Superintendent and the Association.

b. The building principal or immediate superior shall respond in writing within five (5) school days. If the aggrieved person is not satisfied with the response of the building principal or his/her immediate superior or if no decision has been rendered within the five (5) school days, the aggrieved person may submit a copy of the grievance to the Superintendent of Schools with copies to the Association within five (5) school days after the decision of his/her building principal or immediate superior or within ten (10) school days after presentation of the grievance in writing, whichever sooner.

3. Level Three

a. Upon the request of the aggrieved person, the Superintendent or his/her designated representative shall confer with the aggrieved person with respect to the grievance and shall deliver to the aggrieved person a written decision no later than ten (10) school days after it is received by him/her.

4. Level Four

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the aggrieved person may, within five (5) school days file the grievance in writing with the Association and the Board.

b. Within fifteen (15) school days after receiving the

written grievance, the Board shall meet with the aggrieved person, a representative of the Association, and the Superintendent in an effort to resolve it.

5. Level Five

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Four, or if no decision has been rendered within ten (10) school days after a decision by the Board or fifteen (15) school days after he/she first met with the Board, whichever is sooner, he/she may request in writing that the Association submit his/her grievance to arbitration.

b. If the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interest of the secretary and the school system, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

c. The arbitrator so selected will confer with representatives of the Board and the Association and hold hearings promptly and will issue his/her decision no later than twenty (20) school days from the date of the close of the hearings, or the filing of briefs, if briefs are filed, or, if oral hearings have been waived, then from the date that the final statements and proofs are submitted to him/her. The arbitrator's final decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of terms of this Agreement. The decision of the arbitrator shall be final and binding on the parties.

The costs of the services of the arbitrator, including per diem expenses and the costs of the hearing room, shall be borne equally by the Board and the Association. The arbitrator shall be selected through P.E.R.C.

F. Rights of Secretaries to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that he/she may not be represented by a representative or an officer of any organization other than the Association. When a secretary is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure except at Level One.

2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Association or any other participant.

G. Miscellaneous

1. All documents, communications, and records dealing with the processing of a grievance shall be permanently separate from personnel files.

2. Any aggrieved employee shall continue to follow Board policy and administrative direction during the processing of a grievance, regardless of the pendency of any grievance, until such grievance is properly determined.

3. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties as heretofore referred to in this Grievance Procedure.

ARTICLE III - SECRETARIAL GROUPS

- GROUP V:** Any other Supervisory, non-degree position
represented by the Association
- GROUP IV:** Assistant Secretary to the School Business
Administrator
Assistant Secretary to the Superintendent
Payroll Clerk
Payroll/Purchasing Clerk
Budget Control Clerk
- GROUP III:** Secretary to the Principal
Secretary to the Director
Accounts Payable Clerk
Assistant Secretary to the Assistant Superintendent
Division of Instructional Services
Assistant Secretary to the School Business
Administrator
Attendance Officer (Head)
- GROUP II:** Assistant Secretary
Account Clerk
Attendance Officer
Music Accompanist

GROUP I: Receptionist
 File Clerk
 Clerk/Typist
 Office Services Technician
 Other Clerical Positions

TASK FORCE

The Board and the Association shall each appoint no more than two (2) members to the Secretarial Task Force. The Task Force shall study the scope and volume of work of all secretaries and make recommendations regarding the same for each secretarial title listed in this article. Both parties shall consider the recommendations.

EAST ORANGE SECRETARIES

TEN-MONTH SALARY GUIDE

1995 - 1996

STEP	GROUP I & II	GROUP III	GROUP IV
F	\$16,225	\$19,265	\$21,937
G	\$16,683	\$19,809	\$22,556
H	\$18,042	\$20,431	\$23,128
I	\$19,410	\$21,185	\$23,438
J	\$19,996	\$21,915	\$23,898
K	\$20,790	\$22,964	\$24,352
L	\$21,331	\$23,502	\$24,991
M	\$22,009	\$24,193	\$25,674
N	\$22,835	\$24,989	\$26,627
O	\$23,805	\$25,506	\$27,594
P	\$24,596	\$26,481	\$28,749
Q	\$25,539	\$27,533	\$29,703
R	\$26,403	\$28,423	\$30,461
S	\$27,300	\$29,373	\$31,420
T	\$28,099	\$30,324	\$32,297
U	\$29,856	\$31,293	\$32,905
V	\$31,200	\$32,388	\$33,990

EAST ORANGE SECRETARIES
TWELVE-MONTH SALARY GUIDE

1995 - 1996

STEP	GROUP I & II	GROUP III	GROUP IV
H	\$20,888	\$24,670	\$27,581
I	\$21,604	\$25,561	\$28,238
J	\$22,110	\$26,600	\$28,793
K	\$23,097	\$27,516	\$29,291
L	\$23,734	\$27,996	\$30,110
M	\$24,545	\$28,738	\$30,933
N	\$25,428	\$29,587	\$32,080
O	\$26,347	\$30,715	\$33,247
P	\$27,363	\$31,844	\$34,637
Q	\$28,484	\$32,973	\$35,787
R	\$30,063	\$34,102	\$36,700
S	\$32,249	\$35,572	\$37,856
T	\$35,518	\$36,159	\$38,912
U	\$35,667	\$37,478	\$39,452
V	\$37,094	\$38,393	\$40,162

EAST ORANGE SECRETARIES

TEN-MONTH SALARY GUIDE

1996 - 1997

STEP	GROUP I & II	GROUP III	GROUP IV
- G	\$17,045	\$20,239	\$23,045
H	\$18,434	\$20,874	\$23,630
I	\$19,831	\$21,645	\$24,129
J	\$20,430	\$22,390	\$24,495
K	\$21,241	\$23,462	\$24,961
L	\$21,794	\$24,012	\$25,533
M	\$22,486	\$24,718	\$26,231
N	\$23,331	\$25,531	\$27,205
O	\$24,321	\$26,060	\$28,193
P	\$25,130	\$27,056	\$29,373
- Q	\$26,093	\$28,131	\$30,348
R	\$26,975	\$29,039	\$31,122
S	\$27,892	\$30,011	\$32,102
T	\$28,709	\$30,982	\$32,998
U	\$30,364	\$31,972	\$33,619
V	\$31,274	\$32,666	\$34,348
W	\$32,682	\$33,973	\$35,722

**EAST ORANGE SECRETARIES
TWELVE-MONTH SALARY GUIDE**

1996 - 1997

STEP	GROUP I & II	GROUP III	GROUP IV
I	\$22,073	\$26,116	\$28,851
J	\$22,663	\$27,177	\$29,417
K	\$23,598	\$28,113	\$29,930
L	\$24,249	\$28,603	\$30,763
M	\$25,078	\$29,362	\$31,604
N	\$25,980	\$30,230	\$32,776
O	\$26,919	\$31,382	\$33,968
P	\$27,957	\$32,535	\$35,388
Q	\$29,102	\$33,689	\$36,564
R	\$30,715	\$34,842	\$37,490
S	\$32,829	\$36,344	\$38,677
T	\$34,246	\$36,944	\$39,756
U	\$36,273	\$38,291	\$40,308
V	\$37,362	\$39,122	\$41,188
W	\$38,744	\$40,217	\$42,171

EAST ORANGE SECRETARIES

TEN-MONTH SALARY GUIDE

1997 - 1998

STEP	GROUP I & II	GROUP III	GROUP IV
H	\$19,009	\$21,526	\$24,367
I	\$20,450	\$22,320	\$24,882
J	\$21,067	\$23,089	\$25,206
K	\$21,904	\$24,194	\$25,740
L	\$22,474	\$24,762	\$26,330
M	\$23,188	\$25,489	\$27,050
N	\$24,059	\$26,328	\$28,053
O	\$25,080	\$26,873	\$29,072
P	\$25,914	\$27,900	\$30,290
Q	\$26,907	\$29,009	\$31,295
R	\$27,817	\$29,946	\$32,093
S	\$28,763	\$30,947	\$33,104
T	\$29,604	\$31,949	\$34,027
U	\$30,910	\$32,970	\$34,667
V	\$31,745	\$33,998	\$35,749
W	\$32,602	\$35,059	\$36,864
X	\$34,069	\$36,111	\$37,970

EAST ORANGE SECRETARIES

TWELVE-MONTH SALARY GUIDE

1997 - 1998

STEP	GROUP I & II	GROUP III	GROUP IV
J	\$23,370	\$28,025	\$30,335
K	\$24,334	\$28,990	\$30,864
L	\$25,005	\$29,495	\$31,723
M	\$25,860	\$30,278	\$32,590
N	\$26,791	\$31,173	\$33,799
O	\$27,759	\$32,361	\$35,028
P	\$28,829	\$33,550	\$36,493
Q	\$30,010	\$34,740	\$37,705
R	\$31,673	\$35,920	\$38,666
S	\$33,322	\$37,071	\$39,884
T	\$35,314	\$37,978	\$40,997
U	\$36,818	\$39,133	\$41,566
V	\$37,966	\$39,994	\$42,480
W	\$39,105	\$40,874	\$43,415
X	\$40,669	\$41,773	\$44,370

1. The parties agree to an average increase of 5.3%, 5.2%, and 5.0% for the 1995-98 school years. All increases are inclusive of the salary increment and increase.

2. Longevity shall be paid as follows:

15 years: \$500 total

20 years: \$750 total

25 years: \$1000 total

3. Groups 1 and 2 shall be combined into the same guide.

Groups 3 and 4 shall have separate guides

Group 5 = Group 4 plus \$1500 stipend:

4. The secretary to the principal in each school building shall receive an annual stipend of:

Enrollment as of October 1			
0	-	500	= \$200
501	-	999	= \$350
1000	-	1499	= \$500
1500	-	and up	= \$650

ARTICLE V - EVALUATION OF EMPLOYEE PERFORMANCE

A satisfactory evaluation shall be a requisite for the granting of an increment. Non-tenure secretarial employees shall be evaluated at least twice each year, on or about November 30 and April 30. Tenure secretarial employees shall be evaluated at least once each year, on or about April 30.

A conference shall be held between the employee and the evaluator to discuss the evaluation.

The employee and the evaluator shall sign the evaluation and all copies. Signature by the employee only means that a copy has been received and does not necessarily signify agreement.

ARTICLE VI - EXPERIENCE CREDIT

Appropriate related experience shall be considered in determining a new employee's proper position of the secretarial salary guide.

Documentation of prior experience shall be the responsibility of the secretary being employed.

All validations of prior secretarial experience shall be forwarded directly to the Superintendent of Schools on the official stationery of the previous employing institution.

To receive credit for one (1) year of experience, a ten-month employee shall have been employed for at least five (5) months of the year. To receive credit for one (1) year of experience, a twelve-month employee shall have been employed for at least six (6) months of the year. No half-steps shall be paid.

Initial guide placement of new employees shall be no higher than two (2) steps from the maximum.

Initial guide placement decisions shall be grievable no higher than Step 3 of the grievance procedure.

The Board and the E.O.E.S.A. agree to negotiate a plan whereby E.O.E.S.A. members who transfer to other secretarial positions within the district will be given experience credit. They would then have the same opportunities for salary increases--based on their years of experience--as those persons hired from outside of the district. Any E.O.E.S.A. members who have transferred as of July 1, 1985 would be so affected by this proposal.

ARTICLE VII - TEMPORARY ABSENCES AND LEAVES

A. General Policy

1. Under no circumstances shall any person be absent from school without the knowledge of the building principal or the Superintendent's Office.

2. When a secretary is absent for any reason, the principal or appropriate administrator shall be notified.

3. The following rules pertaining to absences shall apply to all contracted staff members appointed by the Board. The provisions of each section operate independently from those of other sections. These rules shall also apply to part-time and twelve-month employees on a proportional basis.

B. Types of Absences and Leaves

1. **Accidents on School Property** - Absences of employees who have been injured while on duty will not count against their sick leave.

2. Personal Illness

a. Absences for personal illness shall be allowed and shall include full pay for twelve (12) school days in each school year for ten (10) month secretaries and fifteen (15) school days in each school year for twelve (12) month secretaries.

b. If less than said twelve (12) or fifteen (15) school days of allowed sick leave is taken in any school year, then the number of days not utilized shall be accumulative without limit, beginning from the date of the secretary's current continuous employment by the Board, to be available for additional sick leave in subsequent school years.

c. Absences on sick leave shall always be charged to the first twelve (12) or fifteen (15) days allowance for the current school year (see sub-section "a") until they are fully utilized and thereafter to the accumulative credit to the extent that such credit is available.

d. In all absences under this section totaling four (4) or more consecutive school days, the secretary must file a physician's certificate with the administrator of the unit where employed.

e. The Board reserves the right to require a doctor's certificate after one (1) day's absence due to illness.

f. The Board reserves the right to have its medical officer verify the private doctor's findings on school time with expenses paid by the Board.

3. Illness in the Family

a. Where personal presence is advisable because of the critical illness of (a) a secretary's spouse, child, a parent, father-in-law, mother-in-law, brother, sister or (b) any other person living in the secretary's immediate family household, absences will be allowed with pay for a total period of seven (7) school days in each school year.

b. In all absences under this section totaling four (4) or more consecutive school days, the secretary must file a physician's certificate with the administrator of the unit where employed.

c. The Board reserves the right to require a doctor's certificate with one (1) day's absence due to illness in the family.

4. Death in the Immediate Family or Household

a. A maximum of five (5) school days without loss of pay will be allowed for absences due to death in the immediate family, or of the nearest relative who is a member of the household, in each school year in each such case. The day on which death occurs or the following day and the next four (4) additional days may be allowed. The five (5) days are consecutive calendar days (including Saturday, Sunday, and holidays).

"Immediate Family" includes mother, father, mother-in-law, father-in-law, sister, brother, wife, husband, son, or daughter of the employee. A "nearest relative who is a member of the household" includes anyone who resides with the same family unit as the employee and who is regarded, generally speaking, as a member of the family.

b. A maximum of three (3) consecutive calendar days of absence shall be permitted, in each case, for the death of a grandparent.

c. In the case of the death of a more distant relative not specified in sub-section "a" above, or of a close friend, absences shall be permitted under the personal leave provisions set forth below.

5. Quarantine

a. Absences due to quarantine on account of a contagious disease, when such quarantine is not due to personal illness, shall be allowed with pay.

b. A certificate from the health officer of the community or a school physician shall be filed with the Superintendent of Schools by way of the principal or administrator of the unit where employed for all absences due to quarantine under this section.

6. Personal Leave

a. A maximum of three (3) days per year cumulative without limit to a maximum use of six (6) per year, shall be allowed with pay for the discharge of important personal matters, family business, legal and religious responsibilities, and including college graduation that cannot be handled outside of regular work hours, or for other personal emergencies. All secretaries are required to give at least twenty-four (24) hours notice unless impossible to do so.

b. Two (2) of these days may be used for personal family matters provided a written statement is submitted to his/her principal or administrator by the applicant stating that his/her absence from duty is necessary for the health, and/or welfare of self or family. The day school commences for students and the day preceding and/or the day before and the day after a holiday or vacation period as stipulated in the school calendar may be taken for personal leave only as specified in paragraph "c" below.

c. The remaining days may be allowed provided the applicant states the specific reason for taking such leave under all categories (personal family matters, family business, legal, religious) and the Superintendent approves such application for leave. The essential nature of the reasons for such absences and evidence that working time is required must be clear and beyond question. Among the reasons not considered valid are attendance at class reunions, weddings not in the immediate family, and other non-essential social functions.

7. Public Obligations

a. Secretaries shall be permitted to be absent from school with pay when it is necessary for the purpose of performing

jury duty, giving testimony in court, and performing other public duties, obligations or services. If leave or such public duty, obligations or service is required by subpoena, it shall be filed with the school principal.

b. If a secretary is a party to a suit, absences from school in that connection shall be granted according to the regulations on personal leave, unless the Superintendent, at his/her discretion, shall determine otherwise.

8. College Graduation

a. Absence for attendance at secretary's own graduation or for conferral of advanced degree will be allowed with pay for one (1) school day.

b. Absences for attendance at the graduation exercises of a secretary's child shall be with pay for (1) day and should attendance at the graduation require travel in excess of 1,000 miles, two (2) days with pay shall then be allowed.

9. Military Reserve Training

a. Absence for military reserve training shall be allowed with full pay for three (3) weeks provided that such leave is required by military orders and such orders are filed with the school principal.

b. Secretaries who have such obligation should arrange this duty during vacation period if possible.

c. Leave for military reserve training will be approved by the Superintendent.

10. **Holidays**

a. School Offices will be closed for the following days when they occur during the school week - Independence Day (1 day), Labor Day (1 day), Thanksgiving (2 days), Christmas and New Year (Christmas Recess), Martin Luther King's Birthday (1 day), George Washington's Birthday (1 day), Good Friday (1 day), Memorial Day (1 day), and Crispus Attucks' Birthday ($\frac{1}{2}$ day).

11. **Crispus Attucks Day**

All school-based secretarial staff shall be dismissed at the close of the shortened school day on Crispus Attucks Day.

All non-school-based secretarial staff shall be entitled to a half-day leave, such day to be taken at a time which is approved by the secretary's administrative supervisor.

12. **Opening and Closing of School**

a. All secretaries are required to be present on the days preceding the opening of school and following the closing of school, as prescribed in the school calendar for each school year.

b. Secretary absences under this section are to be included on the absence report and considered in the same way as for any other absence on days when school is in session.

13. **Professional Purposes**

a. Secretaries may be excused for absence to attend educational visitations, conferences, trips, or meetings without loss of pay or accumulated sick leave, provided the principal and Superintendent approve such absence in advance. This shall apply to conference and activities for which no reimbursement of expenses is expected. Written application for approval shall be made to the Superintendent in writing on forms prescribed by the board.

b. Education visitations, conferences, trips or meetings for which secretaries expect reimbursement for necessary expenses must be approved in advance by the Board on a recommendation from the Superintendent. Written application for such approval shall be made to the Superintendent in writing on forms prescribed by the Board and be approved by him/her before being submitted to the Board. Request for reimbursements shall be filed with the Superintendent on forms prescribed by the Board, together with supporting receipts and other pertinent documents.

14. Transfer and Sick Leave

a. The Board of Education shall grant one-half credit for any unused accumulation of sick leave days up to a maximum of fifty (50) days that a newly employed secretary may have had in another school district in New Jersey at the time said secretary commenced employment with this Board of Education.

b. Each such new secretary shall file with this Board within one (1) year of the date of his/her new employment a certificate obtained from his prior employer stating such secretary's unused accumulated of sick leave days as of the date of such termination.

c. The accumulation of sick leave days up to a maximum of fifty (50) days from another school district shall be credited upon receipt of the said certificate and may be used immediately or accumulated for additional leave thereafter as may be needed.

d. This policy shall be applicable to all such employees with accumulated sick time who were employed by this Board of Education on or after September 1, 1968.

15. Other leaves of absence with pay, may be granted by the Board for good reason.

16. Secretaries shall be notified of their number of unused accumulated sick days no later than September 30th.

17. Attendance Incentive Program - The Board will implement an Attendance Incentive Program which will provide for a payment of \$200 for those employees who have perfect attendance (no sick and/or personal days used) and a payment of \$125 for those employees who use no more than one day (sick and/or personal). Excluded from this program are absences for jury duty, death in the family, military reserve training and Board approved professional leaves.

ARTICLE VIII - EXTENDED LEAVES OF ABSENCES

A. Pregnancy Leaves

The Board shall grant pregnancy leaves with or without pay to any secretary upon request if the secretary complies with the following requirements and conditions:

1. Pregnant secretaries shall notify the Superintendent of Schools of the condition of pregnancy as soon as the existence of such condition has been confirmed, but in no event later than the end of the fourth month of pregnancy. The secretary shall also notify the Superintendent of the anticipated date of the delivery of the child.

2. Pregnant secretaries shall set forth the date when they wish to commence a pregnancy leave. It is expected that such leaves will commence no later than the start of the eighth month of pregnancy unless the secretary presents a statement from her physician stating that she is physically capable of continuing her employment beyond

that time, in which event she shall be permitted to continue to such time as may be certified by her physician to be safe.

Should the Board question the statement of the secretary's physician, it may require the secretary to submit to an examination by a physician to be designated by it and in cooperation with the secretary's attending physician, the secretary shall be required to submit to such an examination. If there is a difference of opinion between the secretary's attending physician and the physician designated by the Board as to the ability of secretary to continue to work, the Essex County Medical Society shall designate an impartial third physician to make an examination and his/her determination shall be conclusive and binding on the parties. The expense of the examination by the third physician shall be shared equally by the secretary and the Board.

3. A pregnancy leave shall be terminated no later than twenty (20) days following the date of the delivery of the child unless the physician of the secretary shall certify that the secretary's physical condition or capacity is such that the secretary's health would be impaired if the secretary were to continue working in which event said leave shall be continued for such additional period of time as shall be deemed necessary by the physician of the secretary, but not beyond one (1) year. Disagreements as to the secretary's condition shall be resolved as in the preceding paragraph.

In no event shall a secretary be permitted to return to duty following a pregnancy leave unless she produces a statement from her physician that she is physically able to return to duty.

4. The Board may change the requested dates for commencing or terminating a pregnancy leave if the Board finds that the granting of such a leave for the requested dates would substantially interfere with the administration of the school and provided that such date change by the Board is not medically contraindicated.

5. Secretaries returning from pregnancy leave of absence shall be entitled to all benefits to which secretaries returning from other types of sick or disability leave would be entitled.

B. Child Rearing Leave

The Board will grant child rearing leaves without pay to any secretary upon request if the secretary complies with the following requirements and conditions:

1. In cases where both husband and wife may be secretaries in this school system, only one of said persons shall be entitled to such leave.

2. In the case of female secretaries, the application for child rearing leave will become effective immediately upon the termination of the pregnancy leave.

3. Child rearing leave will be for a period of up to one year immediately following the birth or adoption of the child, but such leave may, at the option of the Board, upon the request of the secretary, be extended for one additional year. Requests for extensions of such leaves must be made at least three (3) months prior to the expiration of the first year thereof.

4. Where the adoption of a child is anticipated during the first (2) months of a school year or new semester and a child rearing

leave is being requested, the child rearing leave must commence at the start of the school year or new school semester.

5. A child rearing leave approved by the Board must extend through the end of the school year in which it is taken.

6. Application for child rearing leave shall be filed at least three (3) months before the anticipated birth or adoption of the child.

7. A secretary returning from a child rearing leave may be assigned to any position decided upon by the Superintendent.

8. A child rearing leave granted to a non-tenure secretary will not be extended beyond the end of the contract year in which the leave is obtained.

9. Secretaries returning from child rearing leaves shall not be entitled to any of the benefits to which secretaries returning from pregnancy or other type of sick or disability leaves would be entitled, except that a secretary shall be entitled to return to a position in the District substantially equivalent to the one he/she held prior to going on leave and said secretary shall not lose previously accumulated unused sick leave days.

C. Health

Leaves of absence without pay for a period up to two (2) years duration may be granted to secretaries for reasons of personal health.

D. Education Leave

A leave of absence without pay may be granted to any secretary for a period of one year for the purpose of study.

E. The following is for information only and shall not be subject to the grievance procedure.

Family Leave Act

Employees who have worked at least 1000 hours in the 12 months prior to the leave are entitled to 12 weeks of unpaid leave in any 12 month period for childbirth, adoption, foster care placement, or the serious illness of a child, parent, spouse or self.

Employees who take such leave are entitled to the employer paid group health benefits they had prior to the leave period.

Employees who take such leave will continue to receive all other benefits to which they would be entitled while not on leave.

Employees who request such leave must submit medical certification of the reason for the leave.

The leave may be taken in periods of time as required by the condition causing the leave; i.e., consecutively, intermittently or on a reduced work schedule.

Employees who return from such leave are entitled to the same or an equivalent position.

Employees are required to give 30 days advance notice of the leave, when such leave is foreseeable.

F. Other Leaves

Other leaves of absence without pay may be granted by the Board for good reason.

G. Miscellaneous

Any secretary on an extended leave of absence shall, in the event that he/she exercises his/her right to return at the end of such leave, be entitled to return to a position in the District

substantially equivalent to the one he/she held prior to going on leave. The Board shall grant previously accumulated unused sick leave to all returning secretaries.

ARTICLE IX - INSURANCE PROTECTION

The Board shall provide the following insurance benefits for all secretaries covered by this Agreement:

A. Liability Insurance

1. The Board shall carry liability insurance to protect all secretaries from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence or other act resulting in accidental bodily injury to any person within or without the school building; provided, such employee at the time of the accident or injury was acting in the discharge of his/her duties within the scope of his/her employment and/or under the direction of the Board of Education.

2. The Board agrees to save harmless as provided by New Jersey Statutes Annotated, 18:5-50.4.

B. Group Insurance

1. The required membership of each secretary in the N.J.S.T.P. & A.F. which carries with it Group Life Insurance equal to one and one-half ($1\frac{1}{2}$) times the contract salary.

2. Upon retirement this becomes a paid up policy equal to $\frac{3}{16}$ of the final year's salary.

3. Each secretary may elect to carry additional Group Life Insurance equal to another two (2) times the contract salary by having a nominal monthly premium included with the pension deductions. This coverage is mandatory for the first year of duty in New Jersey.

4. In 1961, the State Pension Board agreed to award an extra 3/16 of salary paid-up insurance on retirement to those who carried the extra Group Life Insurance.

5. The Board shall contribute one hundred per cent (100%) of the full premium for each secretary for the individual plan or for the family plan for Blue Cross, Blue Shield, Rider "J", and Major Medical, or equivalent.

6. The Board shall contribute one hundred per cent (100%) of the full premium for each secretary for the individual plan or for the family plan for prescription insurance, effective January 1, 1981, as follows:

C. Co-Pay Prescription

Each year:

\$3 for regular brand name drugs prescriptions;

\$3 for generic drugs chosen over an available brand name;

\$6 for a brand name drug chosen over an available generic drug.

Every employee is encouraged to use the mail-order feature of the prescription insurance.

D. Dental Plan

The parties agree to a voluntary (each secretary deciding to join or not join the dental insurance program) employee paid dental plan, subject to the following understanding. The Association shall be fully responsible for any and all costs associated with the management of the plan, including sign-up, changes in coverage levels, collection of premiums, maintenance of records, and any other duties involved in the area of facilitating payment to the carrier.

E. Protection of Personal Property

The Board will provide reimbursement to secretaries for the cost of repairing or replacing personal property (clothing and personal items) which is damaged during the course of an incident related to their employment, provided such loss is not caused through negligence of the secretary. Such claim for reimbursement must be submitted to the Superintendent of Schools within five (5) working days of the loss.

Grievances arising from decisions related to this section shall not proceed to binding arbitration.

ARTICLE X - JOB OPPORTUNITIES

Secretarial vacancies shall be posted throughout the system for a period of seven (7) school days. This procedure applies to all secretarial positions.

The Board shall provide at the beginning of each school year, upon the request of the President of the Association, a listing of all positions in the unit which are vacant.

ARTICLE XI - TUITION REIMBURSEMENT

Reimbursement for courses related to secretaries' employment in the District shall be up to the Rutgers University rate. Applications by the secretary and Superintendent's approval must be in advance. The Superintendent's approval is final and his decision is not arbitrable. Reimbursement is only for 9 credits or 3 courses each academic year; made only for a passing grade in a pass/fail course or a B or better in a graded course; and after submission of a transcript to the Board.

ARTICLE XII - HIGHER TRAINING LEVEL

Secretaries who possess or obtain an AA or a BA/BS degree during the term of this contract shall be entitled to a stipend which shall be in addition to their regular salary as follows:

Associate's Degree - \$750

Bachelor's Degree - \$1500

The salary adjustment shall be made as of July 1 or September 1 of the year in which the degree is conferred, as determined by the submission of official transcripts to the Superintendent of Schools and shall be made for any secretary who currently possesses or for any secretary who obtains such degree during the term of this contract.

ARTICLE XIII - WORK YEAR AND VACATIONS

A. All Secretaries shall follow the appropriate ten (10) or twelve (12) month calendar as adopted by the Board. The ten-month work year shall be September 1 through June 30.

B. The head secretary in each elementary school shall work the last week in August and be paid time and one-half their normal rate for said time.

C. The following schedule shall be used in determining vacation for twelve (12) month secretaries:

0 - 11 months = 1 day per month up to ten (10) days

1 - 4 years = 2 weeks vacation

5 - 10 years = 3 weeks vacation

11 - and above = 4 weeks vacation

ARTICLE XIV - WORKING HOURS AND OVERTIME

A. All secretaries are to work a seven hour day; 8:00 A.M. to 4:00 P.M. or 8:30 to 4:30 P.M., with an hour for lunch and a fifteen minute break.

B. **Compensation for overtime shall be made as follows:**

Time and one-half after thirty-five (35) hours per week.

C. **Training Stipend**

Secretaries training other secretaries after the regular work day ends shall receive the overtime rate if such training is authorized by the principal.

ARTICLE XV - RELEASED TIME FOR PRESIDENT

A maximum of five hours per month shall be allowed subject to prior approval by the Superintendent.

ARTICLE XVI - PRINTING OF THE AGREEMENT

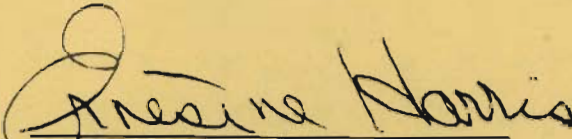
The Board shall print and provide each employee with a copy of this agreement.

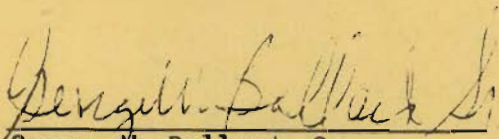
DURATION OF AGREEMENT

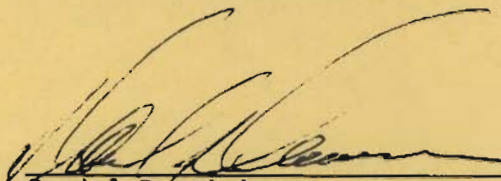
This Agreement shall be effective as of July 1, 1995 and shall continue in effect until June 30, 1998. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

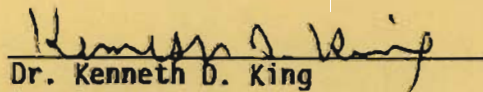



FOR THE BOARD


Ernestine Harris
President

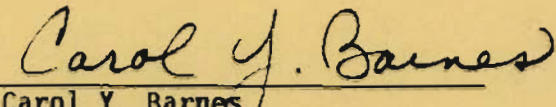

George W. Ballard, Sr.

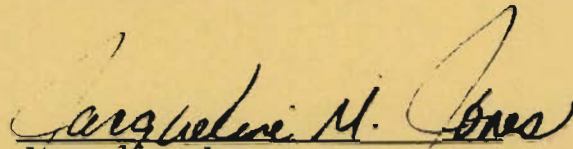

Daniel Desrivieres

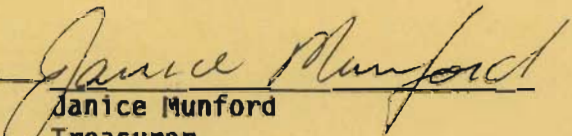

Dr. Kenneth D. King
Negotiator

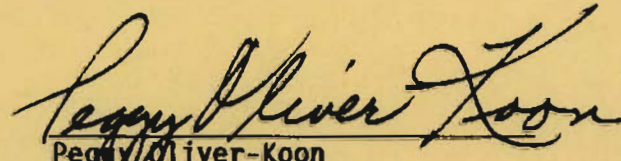

Mark Kramer
Secretary

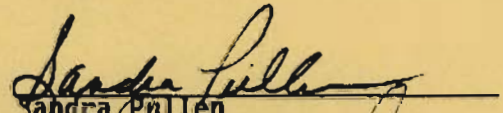
FOR THE ASSOCIATION

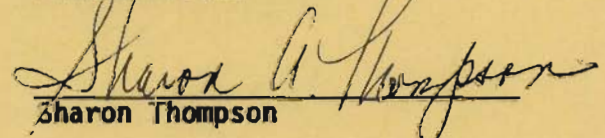

Carol Y. Barnes
President


Jacqueline M. Jones
Vice President


Janice Munford
Treasurer


Peggy Oliver-Koon


Sandra Pullen


Sharon Thompson

June 27, 1995