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Agreement Between

The Audubon Board of Education

and

The Audubon Secretarial and Clerks

Association

July 1, 1992 through June 30, 1994

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ARTICLE I. RECOGNITION

- A. The Audubon Secretarial Association (hereinafter "Association") recognizes the Audubon Board of Education (hereinafter "Board") as the representative of the government of the State of New Jersey charged with the responsibility under the law of operating public schools in the Borough of Audubon.
- B. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment full and part-time, for all secretaries, clerical and aides in levels A through C under contract or on leave employed by the Board but excluding all administrative staff, teachers, custodial and maintenance personnel, cafeteria employees, and confidential (secretary to the Superintendent and secretary to the Board Secretary), and supervisors within the meaning of the Act.
- C. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to female employees shall include male employees.

ARTICLE II. NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation for a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good faith effort to reach agreement on all matters concerning terms and conditions of employment for secretaries, clerks and aides. Such negotiations shall begin in accordance with the Rules and Regulations of the Public Employment Relations Commission. Any agreement so negotiated shall be reduced to writing, signed by the Board and the Association, and ratified by the Association, and be adopted by the Board by a majority vote at a public meeting.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III. GRIEVANCE PROCEDURE

The Audubon Board of Education Recognizes the Scope of Negotiations Law and other codes including the Family Leave Act.

A. Definition

1. A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or group of employees.

2. An "aggrieved person" is the person or persons or Association making the claim.
3. A "party in interest" is the person or persons or Association making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Any employee who has a grievance shall discuss it first with her supervisor in an attempt to resolve the matter informally at that level.
3. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within ten (10) calendar days, she shall set forth her grievance in writing to her supervisor specifying:
 - a. the nature of the grievance, including the specific clause alleged to be violated;
 - b. the nature and extent of the loss;
 - c. the results of previous discussions;
 - d. her dissatisfaction with decisions previously rendered.

The supervisor shall communicate a decision to the employee in writing within ten (10) calendar days of receipt of the written grievance.

4. The employee may appeal the supervisor's decision within ten (10) calendar days to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Supervisor as specified above and her dissatisfaction with decision previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) calendar days. The Superintendent shall communicate his decision in writing to the employee and the supervisor.
5. If the grievance is not resolved to the grievant's satisfaction, she/he, no later than ten (10) calendar days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all

related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance. The Board, if requested, shall hold a hearing with the employee grievant and render a decision in writing and forward copies thirty (30) calendar days of receipt of the appeal, or, when a hearing is granted, within thirty (30) calendar days of the date of the hearing. The referred to hearing, when granted, shall be held within a reasonably expeditious time after receipt of the appeal notice.

6. If the employee is dissatisfied with the decision of the Board of Education, the Association may, on the employee's behalf, request the appointment of an arbitrator, such request to be made known to the Superintendent no later than ten (10) calendar days after the decision in writing of the Board of Education was made known to the employee or her representative.

Within ten (10) calendar days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If both parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the Rules and Procedures of the Public Employment Relations Commission in the selection of an arbitrator.

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. The recommendations of the arbitrator will be binding upon both parties. Only the Board and the aggrieved and her/his representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitration hearings.

Costs

- a. Each party will bear the total cost incurred by themselves.
- b. The fees and reasonable expenses of the arbitrator are the only costs which will be shared by the two parties, and such costs will be shared equally.
- c. Effort will be made to hold arbitration hearings at a convenient time and place for all interested parties.

Procedure

7. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- (b) The time limits at any step may be extended by mutual agreement of the parties.
- (c) It is understood that all employees shall, during and notwithstanding the pendency of any grievance continue to observe all assignments and applicable rules, and any effect thereof shall have been fully determined.

ARTICLE IV. EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuit to Chapter 123, Public Laws of 1974, the Board and the Association hereby agree that every employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other lawful concerted activities. The parties further agree that they shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any of the rights conferred by Chapter 123.
- B. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- C. Every employee shall receive tenure after the first day of the fourth year.
- D. No employee shall be disciplined, reduced in rank, compensation, or deprived of any professional advantage without just cause.
- E. Modifications or changes in existing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE V. ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time, all available public information concerning the financial resources of the district including financial reports and audits, directory of all personnel in the unit and all changes that may arise,

agendas, and minutes of all Board meetings and census data which shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint.

- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during work hours in negotiations or grievance proceedings, she shall suffer no loss of pay.
- C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided this does not interfere with or interrupt normal school operation. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be in accordance with the adopted Board policy on use of school facilities.
- D. The Association may, with administrative permission, use school facilities and equipment, including typewriters, copy machines, other duplicating equipment, calculating machines and all types of audio visual equipment, when such equipment is not otherwise in use. All equipment shall be operated by competent personnel. The Association shall be responsible for any damage or repair to the equipment and pay for any supplies that are used.
- E. The Association shall have the privilege to use the inter-school facilities and school mailboxes as it deems necessary so long as it does not disrupt mail distribution for school purposes.
- F. The above privileges may be withdrawn at the discretion of the Superintendent, if abused.

ARTICLE VI. BOARD RIGHTS

- A. The Board reserves to itself sole jurisdiction, authority and responsibility over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, and Chapter 123, Public Laws of 1974; (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain 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.

ARTICLE VII. DAILY WORK HOURS

- A. The work day for level A and B employees shall consist of eight (8) hours, inclusive of a sixty (60) minute lunch break. All employees shall be scheduled by their supervisor. The schedule shall contain regular starting and quitting time between seven (7) a.m. and five (5) p.m.
- B. The work day for level C employees shall consist of seven (7) hours, inclusive of a sixty (60) minute lunch break. All employees shall be scheduled by their supervisor. The schedule shall contain a regular starting and quitting time between seven (7) a.m. and five (5) p.m.
- C. All employees who work in excess of their normally scheduled work week shall be paid at an hourly rate of one and one-half (1 1/2) times their regular hourly pay.
- D. Overtime shall be defined as all time of work in excess of the employees regular five (5) day work week.
- E. When overtime work is necessary, the Board will first attempt to have such work performed by volunteers. If no employee volunteers, the Board shall have the right to require an employee to work overtime by taking said employee's name from a rotating list which shall be maintained separately for secretaries and aides. Each of the secretarial employees shall be on each of the overtime lists.
- F. All overtime pay will be rounded to the nearest one-half (1/2) hour at the end of each pay period. This will be remunerated at the rate of one and one-half (1 1/2) times the individual's regular hourly salary for time worked on week days, Saturday rate at time and one half (1 1/2) and Sunday rate at double (2) times her/his regular hourly salary for overtime worked on holidays.
- G. During the summer vacation break the normal scheduled work day for twelve month employees shall consist of seven (7) hours, inclusive of a sixty (60) minute lunch break. All employees shall be scheduled by their supervisor. The schedule shall contain a regular starting and quitting time.
- H. Each employee shall be entitled to one fifteen (15) minute coffee break in the morning and one fifteen (15) minute break in the afternoon. Such breaks shall be mutually scheduled so as to cause the least disruption to the work process.
- I. Employees shall not be required to report to work when school is closed due to inclement weather.
- J. Library Aides shall work three (3) hours per day between the hours of nine (9) a.m. and four (4) p.m., from the day after the teachers' year ends until June 30.

ARTICLE VIII. WORK YEAR

- A. During the pupil school year, all employees shall work the same days as those worked by teaching staff members.
- B. The following holidays, Columbus Day, and Martin Luther King Day, shall be holidays to be taken on those days, and the Friday preceding President's Day weekend to be used as a floating holiday.
- C. Any changes made from the 1991-92 calendar impacting on holidays will be compensated with a floating holiday. This will not impact on the date of opening of school.

ARTICLE IX. HOLIDAYS

- A. All employees shall be entitled to the same holidays as teaching staff members.
- B. Twelve (12) month employees shall also receive July 4 and Labor Day as paid holidays.
- C. Eleven (11) month employees shall receive July 4 as a paid holiday, if working the month of July.

ARTICLE X. VACATION

- A. Twelve (12) month employees shall be entitled to the following vacation: six (6) months to one year, five (5) days; one year to four (4) years, ten (10) days; five (5) years and over, fifteen (15) days.
- B. All vacations shall be mutually scheduled between the employee and her immediate supervisor.
- C. Employees may bank no greater than ten (10) days vacation leave.
- D. Any ten (10) or eleven (11) month employee hired after July 1, 1989 will not be entitled to vacation days.

ARTICLE XI. SICK LEAVE

- A. As of July 1, 1989 all employees employed shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year with no maximum limit. The need for presentation of a medical certificate after sick leave shall be at the discretion of the Superintendent. Any employee beginning employment after July 1, 1992 will have sick day buy back capped as stated below (Section C, #2). The need for presentation of a medical certificate after sick leave shall be at the discretion of the Superintendent.
- B. Employees shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.
- C. Upon retirement under the pension law, after fifteen (15) years of service in the Audubon School District, the Board shall pay the employee for each day of accumulated unused sick leave in accordance with the following:
 - 1. For current employees of the Association, days accrued will be bought back at \$20/day.
 - 2. Any days accrued after July 1, 1992 will be bought back at \$25/day to a maximum of \$1,500.
- D. Unused personal days shall convert to accumulated sick days.
- E. If termination of employment is due to death, payment of unused sick days shall be remitted to employees estate.
- F. Twelve (12) sick days of the current year will not be subject to termination pay until the employee reports to work one day of that year.
- G. On the year of retirement, sick days shall be prorated one day per month for twelve (12) month employees and 1.2 days per month for ten (10) and eleven (11) month employees for sick day reimbursement.

ARTICLE XII INSURANCE PROTECTION

A. Full Health-Care Coverage

The Board shall provide fully paid health care insurance protection for the Association members and dependents for the duration of the 1992-1994 Agreement.

Contribution Scale per employee:

Family:	\$154
Husband/Wife:	103
Parent/Child:	84

This contribution will be waived for staff members who opt to join the state PPO plan or an HMO with a premium cost equal to or less than the state PPO. Deductions will begin on September 1, 1992. Should difference in premiums in HMO and state PPO be less than the above scale, the contribution will be that difference.

Staff members beginning employment in the district after July 1, 1992 shall contribute 5% of the health benefit premium other than single coverage. This 5% contribution will be waived if staff member selects PPO coverage or HMO with a premium cost equal to or less than the state PPO.

Provisions of the Coverage

1. The Board shall provide at least that coverage which is outlined by the master policies of the New Jersey State Health Benefits Program, hereinafter referred to as "The State Plan."
2. Any Association member who is fully covered with medical insurance by a spouse or other means has the option of subscribing to the State Plan or electing to be enrolled in the Class outlined as "Plan C" Income Protection Plan of Washington National Insurance through N.J.E.A. at no cost to the Association member. The Association member reserves the right to return to the State Plan at any time she/he chooses when the approved state designated enrollment period permits the same.

B. Dental and Prescription Coverage

Dental deductible will be \$50.00 per person covered.
Prescription co-pay will be \$10.00 for brand name drugs,
\$5.00 for generic brand.

Provisions of Coverage

1. The Board agrees to provide dental and prescription coverage for the Association members and dependents equal to the coverage in existence at the time of approval of this contract and until the expiration of this contract.
2. The parties may meet during the term of this Agreement to determine whether or not to modify the coverages for the dental and prescription program now in effect.

ARTICLE XIII. TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of each school year, employees shall be entitled to the following temporary non-cumulative leaves of absence with full pay each school year:

1. Personal: Three (3) days leave of absence for personal, legal, business, household or family matters which require absence during the school hours. Application will be made on a form that contains a checklist of the above listed categories. A written explanation is not required. Application will be made to the building principal who will forward the request to the Superintendent. In cases where the number of personal days taken on any one day would substantially interfere with the operation of the school, the Superintendent will have the final determination.

Except in cases of emergency, the request for leave will be made five (5) days before absence.

Request for personal days that extend holidays and/or periods when school is not in session (not including regular weekends) will be denied. The Superintendent may grant waivers to this clause and each case will be examined individually.

2. Legal: Up to two (2) days in any school year for appearance in any legal proceeding at which the employee's presence is required by subpoena in order to appear as a witness.
3. Death: The following bereavement shall be granted to employees in the event of the death of a relative: spouse, five (5) days; child, five (5) days; parent, five (5) days; sister, five (5) days; brother, five (5) days; daughter-in-law, five (5) days; son-in-law, five (5) days; mother-in-law, five (5) days; father-in-law, five (5) days; brother-in-law, three (3) days; sister-in-law, three (3) days; grandmother, three (3) days; grandfather, three (3) days.

Any staff member who begins employment with the district after July 1, 1992 will be eligible for no greater than ten (10) bereavement days in one school year as per criteria listed in this article. In cases of extenuating circumstances, (for example death(s) in immediate family) additional leave may be granted by the Board of Education.

In case of death of other relatives such as cousins, aunts, uncles, step-brother or sister, half brother or half sister, one (1) day is allowed. If a special problem exists or they are a member of the immediate household, up to three (3) days will be

allowed upon approval of the Superintendent. Employees shall be granted up to one (1) day in the event of the death of an employee's friend.

4. Good cause: Other leaves of absences with pay may be granted by the Board for good reason.

ARTICLE XIV. EXTENDED LEAVES OF ABSENCE

A. Maternity Leave

The Board shall grant maternity leave without pay to any employee upon request subject to the following stipulations and limitations:

1. The Board may remove any pregnant employee from her duties on any one of the following bases:
 - a. Her work performance substantially declines from the period preceding pregnancy.
 - b. Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if:
 - (1) The pregnant employee fails to produce a physician's certificate that she is medically able to continue working, or
 - (2) The Board's physician concludes she is unable to continue working.
 - c. Any other just cause that is found to exist in N.J.S.A. Title 18A.
2. The Board shall grant a leave of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. Title 18A:30-1 et seq.
3. Any tenured or non-tenured employee seeking such leave shall apply to the Board ninety (90) school days prior to the beginning of leave. At the time of application the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after birth. The Board may require any employee to produce a certificate from a physician in support of the requested leave date. The physician's certification is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested dates upon finding that the grant of

a leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school. Following the grant of such leave to any employee the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application to employee to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school, and provided that such date change is not medically contradicted. The Board may require any employee to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician.

4. Upon return from a maternity leave of absence, the employee shall be reinstated in her same position or a similar position for which she is qualified.
5. The Board is under no compulsion to continue the employment of a non-tenure employee beyond the contracted period so long as the non-renewal of employment is not based upon a condition of pregnancy .
- B. A leave of absence without pay for up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family.
- C. Upon return from an approved leave of absence, all benefits to which an employee was entitled at the time that her leave of absence commenced shall be restored. No new benefits shall accrue during the leave of absence.
- D. Upon return from leave, an employee shall be considered as returning at the next salary level providing the six (6) months were worked during the previous contract year. The effective salary shall be at the new salary scale.

ARTICLE XV. SALARIES

- A. The salary of each employee covered by this agreement is set forth in Schedule "A" which is attached hereto and made a part of hereof.
- B. Each employee shall be paid on the 15th and the 30th of each month of their contract year.
- C. When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their pay checks on the last previous working day.
- D. Each ten (10) month employee shall receive her final pay and the pay schedule for the following year on her last working day in June or July.

ARTICLE XVI. DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Audubon Secretarial and Clerks Association, the New Jersey Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-159e) and under rules established by the State Department of Education. Said monies together with current records of any correction shall be transmitted to such person as may from time to time be designated by the Audubon Secretarial and Clerks Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice thirty (30) days prior to the effective date of such change.
- C. The Board agrees to deduct contributions to the tax shelter annuity fund currently in use upon receiving authorization to do so in writing from the employee. Such deduction shall continue until such time as the employee notifies the Board in writing that said deductions are to be discontinued.

ARTICLE XVII. EVALUATION

- A. Non-tenure employees shall be evaluated by their immediate superiors a minimum of two (2) times in each contract year. Tenured employees will be evaluated by their supervisor at least once. This evaluation will include a professional improvement plan.
- B. Subsequent to each evaluation, the employee shall be provided with a written evaluation report describing the employee's strengths, weaknesses and areas which require improvement.
- C. Subsequent to the employee's receipt of the evaluation report, a conference between the employee and her immediate supervisor shall be mutually scheduled for the purpose of discussing the report. If the employee so chooses, she may have a representative of the Association present at the meeting, if the meeting may have a negative effect on employment.
- D. An employee shall have the right, upon reasonable request in writing, to review the contents of her personnel file and to receive a single copy at Board expense of any document contained therein within two (2) working days in writing.

ARTICLE XVIII. EMPLOYMENT PROCEDURES

A. Non-Tenure Dismissal

1. Each employee who is not being retained for the subsequent school year shall be so notified no later than April 30 of the current school year.
2. An employee may, within thirty (30) days of her receipt of notification, request that the Board provide her with the reasons for non-renewal.
3. The Board will provide to the notified employee the statement of reasons within fifteen (15) days from the receipt of her request.

B. Resignation

1. An employee who is resigning from her position shall give the normal two (2) weeks notice.
2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
3. If the full two (2) weeks notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee.

C. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year no later than April 30.

D. Assigned Duties

1. At no time shall the Board or any agent thereof, assign or direct any employee covered by this contract, to any other duties outside of the duties appropriate to their position and consistent with their general job description.
2. At no time shall an employee be requested or required to, in any way, supervise or be responsible for pupils at any work location, except in the event of an emergency unless it is the employees primary work responsibility.

E. Reduction in Force

When the Board is considering a reduction in force, it shall notify and consult with the Association concerning such reduction not less than sixty (60) days prior to any layoffs.

ARTICLE XIX. VOLUNTARY TRANSFERS AND REASSIGNMENT

- A. No later than May 15 of each school year, the Superintendent shall deliver to the Association a list of the known vacancies which shall occur during the following school year.
- B. Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which she desires to be transferred, in order of preference. Such requests for transfer and reassignments for the following year shall be submitted no later than June 1.
- C. No later than June 15, the Superintendent shall advise each transferred employee and deliver to the Association a system-wide schedule showing the names of all employees who have been reassigned or transferred.
- D. The substantive decision concerning transfers and reassignments is within the exclusive authority of the Board and such determinations shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XX. INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Absent disciplinary action by the Board, the involuntary transfer or reassignment of an employee shall not involve a reduction in job classification or compensation.
- B. Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable. Except in cases of emergency, notification for reassignment in the upcoming school year shall be given by June 1 and during the school year, two (2) weeks before the actual transfer.
- C. An employee may, within five (5) days from receipt of the notification of involuntary transfer or reassignment, request a meeting with the Superintendent to discuss her concerns. The Superintendent shall schedule a meeting with the employee within ten (10) days from receipt of the request. The employee may, at her option, have an Association representative present at such meeting.

- D. The substantive decision concerning involuntary transfers and reassignments is within the exclusive authority of the Board and such determination shall not be subject to the grievance and arbitration provisions of this Agreement.

ARTICLE XXI. VACANCIES

- A. Notice of vacancies shall be forwarded to the Association president and posted for five school days in the main office of all buildings.
- B. Employees of the Association may forward their application in writing to the Superintendent.
- C. When school is not in session, notices of vacancies will be mailed to the Association president.
- D. All vacancies shall be posted internally for five (5) school days, before external advertising.

ARTICLE XXII. SENIORITY AND JOB SECURITY

- A. Any new employee hired shall be considered to be within her probationary period for the first sixty (60) days of employment. During that sixty (60) day period of time, the Board shall review the performance of the employee in order to determine whether or not she should be permanently employed. A decision to dismiss an employee during the probationary period shall be absolute and not subject to the grievance and arbitration provisions of this Agreement.
- B. Seniority in job classification only shall be accrued from the last date of hire.
- C. Reductions in the size of staff shall be accomplished by reducing the force in the reverse order in which they were hired.
- D. Employees who have been laid off shall remain on a preferential hiring list for a period of one (1) year. During the one-year period, an employee shall be entitled to first refusal rights on any opening within the job classification that may occur.
- E. After completion of the probationary period, no employee covered by this article shall be discharged or disciplined except for just cause.

ARTICLE XXIII. EMPLOYEE - ADMINISTRATION LIAISON

- A. The Association's representatives shall meet with the Superintendent at least once every calendar quarter during the year to review and discuss current problems and practices regarding the administration of this Agreement.

ARTICLE XXIV. PROTECTION OF EMPLOYEES AND PROPERTY

The Board of Education will enforce all statutory provisions of law which relate to the protection of employees and property.

ARTICLE XXV. FULLY BARGAINED CLAUSE

- A. Subject to the express terms of this Agreement and Chapter 123, Public Laws of 1974, this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which could have been the subject of negotiations. During the term of the Agreement, neither party will be required to negotiate with respect to any such 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 signed this Agreement.

ARTICLE XXVI. MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee heretofore or hereafter executed shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement during its duration shall be controlling.
- D. The cost of printing this Agreement shall be shared by the Board and the Association, after agreement on the format, within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all present employees and to all employees hired in the future.

- E. The Board will continue its present practice of providing parking spaces for its employees.
- F. Whenever any notice is required to be given by either of the parties to this Agreement, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
 1. If by the Association, to the Board at the Secretary's office.
 2. If by the Board, to the Association at Audubon High School.
- G. Employees who use their automobiles for school business shall be reimbursed at the IRS mileage rate.
- H. The Board shall provide a pool of \$2000 per year to reimburse employees who complete course(s) pertaining to their position. Course(s) must receive prior approval of the Superintendent. Payment shall be on June 30. If claims exceed \$2000 they will be prorated.
- I. The Board shall provide a pool of \$750 per year for all expenses incurred for Professional Days approved by the Superintendent.

ARTICLE XXVII. DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1992 and shall continue in effect until June 30, 1994 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, unless it is extended in writing.
- B. 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 and attested to by its Secretary.

FOR THE ASSOCIATION:

By: Esther Gemny
 President

By: Elizabeth Halper
 Secretary

FOR THE BOARD OF EDUCATION

BY: Thomas J. Conery
 President

BY: Henry E. Schmitz
 Secretary

AUDUBON SECRETARIAL & CLERKS ASSOCIATION
SALARY GUIDE FOR 1992-1993

	A	B(12)	B(10)	C
1.	17,700.	15,600.	13,000.	12,417.
2.	18,400.	16,300.	13,583.	13,000.
3.	19,100.	17,000.	14,167.	13,583.
4.	19,800.	17,700.	14,750.	14,167.
5.	20,500.	18,400.	15,333.	14,750.
6.	21,200.	19,100.	15,916.	15,333.
7.	21,900.	19,800.	16,500.	15,916.
8.	22,600.	20,500.	17,083.	16,500.
9.	23,300.	21,200.	17,667.	17,083.
10.	24,000.	21,900.	18,250.	17,667.
11.	24,700.	22,600.	18,833.	18,250.
12.	25,400.	23,300.	19,417.	18,833.
13.	26,100.	24,000.	20,000.	19,417.
14.	26,800.	24,700.	20,583.	20,000.
15.	27,500.	25,400.	21,167.	20,583.
16.	28,200.	26,100.	21,750.	21,167.
17.	28,900.	26,800.	22,333.	21,750.
18.	29,600.	27,500.	22,916.	22,333.
19.	30,300.	28,200.	23,500.	22,916.
20.	31,000.	28,900.	24,083.	23,500.

PROGRAM APPROVED FOR FURTHER INVESTIGATION

1. Name of the individual or organization being investigated

2. Address of the individual or organization being investigated

3. Nature of the investigation

4. Date of the investigation

5. Name of the investigator

AUDUBON SECRETARIAL & CLERKS ASSOCIATION
SALARY GUIDE FOR 1993-1994

	A	B(12)	B(10)	C
1.	17,337.	15,937.	13,281.	12,699.
2.	18,037.	16,637.	13,864.	13,281.
3.	18,737.	17,337.	14,447.	13,864.
4.	19,437.	18,037.	15,031.	14,447.
5.	20,137.	18,737.	15,614.	15,031.
6.	20,837.	19,437.	16,197.	15,614.
7.	21,537.	20,137.	16,780.	16,197.
8.	22,237.	20,837.	17,364.	16,780.
9.	22,937.	21,537.	17,947.	17,364.
10.	23,637.	22,237.	18,531.	17,947.
11.	24,337.	22,937.	19,114.	18,531.
12.	25,037.	23,637.	19,697.	19,114.
13.	25,737.	24,337.	20,281.	19,697.
14.	26,437.	25,037.	20,864.	20,281.
15.	27,137.	25,737.	21,447.	20,864.
16.	27,837.	26,437.	22,031.	21,447.
17.	28,537.	27,137.	22,614.	22,031.
18.	29,237.	27,837.	23,197.	22,614.
19.	29,937.	28,537.	23,781.	23,197.
20.	30,637.	29,237.	24,364.	23,781.
21.	31,337.	29,937.	24,947.	24,364.

INTERNATIONAL TRADE CENTER

1000 N. MICHIGAN AVENUE

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