

AGREEMENT

between the

**SOUTH PLAINFIELD
BOARD OF EDUCATION**

and the

**SOUTH PLAINFIELD EDUCATION
ASSOCIATION
SECRETARIES UNIT**

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July 1, 2007 through June 30, 2010

SOUTH PLAINFIELD BOARD OF EDUCATION

Mr. Jeffrey Seider, President
Mr. Timothy Morgan, Vice President
Mrs. Terry Alexa
Mr. Steven Bohn
Mrs. Carol Byrne
Mr. Jim Giannakis
Mr. John Markham
Mr. Pio Pennisi
Mrs. Donna Rann

NEGOTIATING COMMITTEE

Mrs. Carol Byrne, Chairperson
Mr. Timothy Morgan
Mr. Jeffrey Seider

ADMINISTRATIVE STAFF

Dr. Robert J. Rosado, Superintendent
Mrs. Kaye Crown, Assistant Superintendent
Ms. Donna Tolley, Business Administrator/Board Secretary

Telephone: 908-754-4620

SOUTH PLAINFIELD EDUCATION ASSOCIATION

Ms. Louise Mruz, President
Ms. Diana Joffe, Vice President Teachers
Mrs. Elizabeth Paul, Vice President Secretaries
Ms. Sue D'Alessandro, Vice President Aides
Ms. Rosemary Fiorello, Corresponding Secretary
Ms. Patricia Ratti, Recording Secretary
Ms. Ann Zajkowski, Treasurer

NEGOTIATING COMMITTEE

Ms. Louise Mruz, Chairperson
Ms. Diana Joffe
Ms. Linda Elster
Mrs. Debra Bishop
Mrs. Elizabeth Paul
Mr. Gregory Genz
Mr. William Pavlak
Mr. Karl Spolarich
Ms. Susan D'Alessandro
Mrs. Nancy Smith
Ms. Dana Hauck

PREAMBLE

THIS AGREEMENT entered into this 7th day of February 2007 by and between the Board of Education of the Borough of South Plainfield, New Jersey, hereinafter called the "Board," and the South Plainfield Education Association, Incorporated, hereinafter called the "Association".

ARTICLE I

RECOGNITION

- A. Pursuant to N.J.S. 34:13A-1 et seq., known as the New Jersey Public Employer-Employee Relations Act, the South Plainfield Board of Education hereby recognizes the South Plainfield Education Association as exclusive representative for the purpose of collective negotiations for all full-time office personnel under contract to the Board of Education as included herein:

Accounting Personnel	Computer Technician
Administrative Secretaries	Central Registrar/RITE Officer
School Secretaries	Technology Facilitator
Clerk Typists	Webmaster
District Printer	

but excluding:

Secretary to Superintendent
Personnel in Office of Assistant Superintendent

1. Secretary to Assistant Superintendent
2. Personnel Secretary

Assistant to Board Secretary
All other employees of the South Plainfield Board of Education

- B. Unless otherwise indicated, the term "Secretaries" when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the negotiating unit as defined above.

ARTICLE II

NEGOTIATION PROCEDURE

- A. In accordance with N.J.S. 34:13A-1 et seq., the Board and the Association agree to begin negotiating over a successor Agreement as per guidelines established by PERC.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association for inspection at reasonable times that information which is available to the public.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.
- D. This Agreement incorporates the entire understanding of the parties on all matters, which were, or could have been, the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any 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 executed this Agreement.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

- A. Definitions. "Grievances" shall mean a claim by an employee covered by the collective bargaining agreement that there has been:
 - 1. A misinterpretation, a misapplication or violation of Board policy.
 - 2. A violation of this Agreement, or
 - 3. An administrative decision adversely affecting the employee or employees covered by this Agreement. A grievance must be initiated by the employee within thirty (30) calendar days of its occurrence, in order to be considered.
 - 4. A grievance that occurs between June 1 and September 1 will be considered timely if filed by September 15.

B. General Procedures:

1. Failure at any level of this procedure to communicate the decision reached on a grievance within the specified time limits shall permit the aggrieved party to proceed to the next level.
2. Failure at any level of this procedure to appeal a grievance to the next level within the specified time limit shall be deemed to be acceptance of the decision at that level. An appeal that occurs between June 1 and September 1 will be considered timely, if filed by September 15.
3. It is understood that employees shall, during and notwithstanding pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process.
5. It is agreed by both parties that these proceedings shall be kept informal and confidential as may be appropriate at any level.
6. An employee with a grievance shall first process said grievance through the Association. If the Association deems the grievance to be meritorious, it as the representative of the employee, shall process said grievance as outlined below.

C. Levels:

Level 1. Any employee who has a grievance shall discuss it first with his/her principal, immediate supervisor or department head, if applicable, in an attempt to resolve the matter informally at that level.

Level 2. If as a result of this discussion the matter is not resolved to the satisfaction of the employee within fourteen (14) calendar days, they may set forth their grievance in writing to their principal on the grievance forms provided (See Schedule B). The principal shall communicate his/her decision to the employee in writing within seven (7) calendar days of receipt of the written grievance.

Level 3. The employee, no later than seven (7) calendar days after receipt of the principal's decision, may appeal this decision to the Superintendent of Schools. The appeal to the Superintendent of Schools must be made in writing stating the grievance to the principal and the employee's dissatisfaction with the decision previously rendered. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible but within a period not to exceed twenty-one (21) calendar days. The Superintendent of Schools shall communicate his/her decision in writing to the employee and the principal. (See Schedule B)

Level 4. If the grievance is not resolved to the employee's satisfaction, he/she may, no later than seven (7) calendar days after receipt of the decision of the Superintendent of Schools, request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within seven (7) calendar days to the Board. The Board shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a written decision in any case within thirty (30) calendar days of receipt of said grievance by the Board or within twenty (20) calendar days of the date of hearing with the employee, whichever comes later. (See Schedule B)

Level 5. If the employee is dissatisfied with the decision of the Board, if the grievance pertains to a matter of previous formal agreement between the Board and the Association, the employee or the Association may request the appointment of an arbitrator, such request to be made known to the Superintendent of Schools no later than fourteen (14) calendar days after the written decision of the Board is made known. The employee in order to process their grievance for Level 4 must have his/her request for such an action accompanied by the written recommendation of the Association.

A. Limitations As To Grievances.

No claim by an employee shall constitute a grievable matter beyond Level 4 or be processed beyond Level 4 unless its resolution requires a determination as to the meaning or application of this Agreement. In addition, no claim by an employee shall constitute a grievable matter beyond Level 4 or be processed beyond Level 4 if it pertains to:

1. Any matter for which a review by Arbitration is prohibited by law.
2. Any matter for which a procedure for review is mandated by law.
3. Any rule or regulation dealing with the internal matters of the South Plainfield Board of Education or the State Commissioner of Education.

4. Any act beyond the Board's legal authority to act.
5. Unless otherwise set forth in this Agreement as a contractual right of a non-tenure employee, a complaint of a non-tenure employee which arises by reason of his not being re-employed.
6. Unless otherwise set forth in this Agreement as a contractual right of an employee, a complaint occasioned by an appointment to or lack of retention in any position in which tenure is either not possible or not required.

D. Procedure for Securing the Services of an Arbitrator:

1. Initial Request. A request will be made to PERC (Public Employment Relations Commission) to submit a roster of persons qualified to function as an arbitrator on the dispute in question.
2. Second Request. If the parties are unable to determine a mutually satisfactory arbitrator for the submitted list, PERC will submit a second roster of names.
3. The parties agree to be bound by the rules and regulations of PERC.
4. Authority of Arbitrator. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/She can add nothing else to nor subtract anything from nor modify any of the terms of the Agreement between the parties or any policy of the Board of Education. The arbitrator shall not be governed by the legal rules of evidence but may receive any logical evidence, which the arbitrator may deem to have probative value. The decision of the arbitrator shall be final and binding upon the Board and this Association unit and all its employees.

E. Rights of Employees to Representation:

Any aggrieved employee or employees may be represented at all stages of the grievance procedure by themselves, or at their option, commencing at Level 1 and beyond, by a representative selected or approved by the Association.

F. Miscellaneous:

1. Forms. Forms for filing grievances shall be given appropriate distributions so as to facilitate the operation of the grievance procedure. The sample of such forms shall be as set forth in Schedule B and made available through the immediate supervisor.

2. Number of Grievances. Only one grievance and all issues pertaining to said grievance may be heard before the designated arbitrator except where the parties agree to otherwise.
3. Compensation Limitation. Any employee, who suffers any loss of compensation through the Board action may, if upheld by the arbitration proceeding, be reimbursed for such a loss provided that no adjustment of compensation shall be retroactive beyond ten (10) calendar days prior to the date the grievance occurred.
4. Meetings and Hearings. All meetings and hearings under this procedure shall not be conducted in public and shall include any such parties in interest and their designated or selected representative, heretofore referred to in this Article.
5. Decision of Arbitrator. The arbitrator shall be requested to render his/her decision within thirty (30) days after the case is presented for arbitration, but the determination of when the award shall be issued shall be within the discretion of the arbitrator.

G. Costs

1. Each party shall bear the total costs incurred by his/her participation. The fees and expenses of the arbitrator are the only cost, which shall be shared by the two parties, and such costs shall be shared equally.
2. The time lost by an employee or employees due to an arbitration proceeding must either be unpaid or charged to personal leave except where the employee is appearing at the request of the Board.

ARTICLE IV
EMPLOYEE'S RIGHTS

- A. Pursuant to N.J.S. 34:13A-1 et seq., the Board hereby agrees that every employee of the Board included in the unit as set forth under Article I shall have the right to freely organize, join, and support the Association and its activities and affiliates for the purpose of engaging in collective negotiations for mutual aid as protection. As a duly selected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any Secretary in the enjoyment of any rights conferred by N.J.S. 34:13A-1 et seq., or any other laws of New Jersey or Constitution of New Jersey and the United States.

- B. No Secretary shall be disciplined, reprimanded, reduced in rank, or have his/her increment withheld without just cause. Any such action taken by the Board, or any agent or representative thereof, shall not be made public until formal action is taken by the Board, and shall be subject to the grievance procedure herein set forth.
- C. Nothing contained herein shall be construed to deny or restrict to any Secretary such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations of the State of New Jersey.
- D. The Board agrees not to discriminate against any employee on the basis of race, creed, color, national origin, sex, age, physical challenge as proscribed by the "Americans with Disabilities Act", sexual orientation, marital status, or membership in or association with the activities of the Association.
- E. No information pertaining to an employee's conduct, service, character, personality, or performance shall be placed in his/her personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed, with the express understanding that such signature in no way indicates agreement with the contents. The employee also has the right to submit a written answer to such material. This reply shall be signed and dated with a date indicating when this information was received by the supervisor or designee and/or attached to the reference document.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association a current roster of Secretaries by October 1 of the current school year, one copy of agenda and minutes of all public Board meetings, one copy of names and addresses of all Secretaries, and one copy of scatter gram showing employees in the unit and their positions on the salary guide.
- B. Transaction of Association Business

Representatives of the Association and the New Jersey Education Association shall be permitted to transact official business on school property at all reasonable times during normal off-duty hours provided they shall not interfere with, nor interrupt normal school operation. Permission of the building principal shall be required. Such permission shall not be unreasonably withheld.

C. Use of School Building

The Association and its representatives shall have the right to use school buildings at all reasonable times during normal off-duty hours for meetings. The principal of the building in question shall receive a written request in advance of the time and place of all such meetings. His/her permission shall not be unreasonably withheld.

D. Use of School Equipment

The Association shall have access to school facilities and other equipment to include typewriters, duplicating equipment, calculating machines, and all types of audiovisual equipment, at reasonable off-duty hours when such equipment is not otherwise in use, with the approval of the principal.

E. Subject to law, the rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

F. Mailboxes

The Association shall have reasonable use of school mailboxes provided that said mailboxes shall not be used for distribution of any campaign material fostering the candidacy of any person seeking political office outside the scope of normal Association activity (i.e., election of Association officers), and further provided that a copy of such matter is submitted to the building Principal for approval prior to placing in the mailboxes. Such approval shall not be unreasonably withheld. All Association material shall bear the name of the person authorizing the same.

G. Names and addresses of all newly hired employees shall be made available to the Association by the Office of Personnel within ten (10) work days after they are hired.

H. The Board agrees to provide release time to three (3) Association Representatives whose workday extends beyond 3:30 p.m. in order to attend up to three (3) meetings per year of the Representative Council of the Association. In the event that there are more than three (3) Association Representatives, those representatives alone will be allowed to start work one-half hour earlier in order to attend up to three (3) meetings per year. It is understood that no more than one (1) person per office shall be afforded release time to attend the aforementioned Association meetings. The Association shall provide the Board a list of the Association Representatives and a calendar of such meetings at the beginning of each school year.

ARTICLE VI

BOARD'S RIGHTS CLAUSE

Except as otherwise provided in the Agreement and under the provisions of N.J.S. 34:13A-5.1 et seq., the South Plainfield Board of Education on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional laws and rules and regulations of the State Department of Education and the Commissioner of Education of the State of New Jersey.

ARTICLE VII

WORKING CONDITIONS

A. Hours

1. A normal workweek for employees in those personnel units designated in Article I shall consist of five (5) working days; namely, Monday, Tuesday, Wednesday, Thursday and Friday.
2. Normal workweek shall consist of thirty-five (35) hours (excluding lunch).
3. Ten month secretaries shall work the Teacher's Calendar, and all days after the close of school through June 30th, and all days from September 1 through the opening of school. (Excluding Labor Day).

B. Overtime

A Secretary who works more than thirty-five (35) hours shall be compensated on the basis of time and one-half for each hour beyond the thirty-fifth (35th) hour worked in any one (1) week.

Holidays shall be considered as days worked and shall be included in the workweek.

C. Direct Deposit

Secretaries shall have the option of Direct Deposit for paychecks.

D. Inclement Weather

When the school is closed due to inclement weather, Secretaries shall not be required to work.

E. Snow Day

The parties agree that in each year of this agreement two (2) unused snow days shall be returned as a unit holiday for all units, in return for mutual agreement that new teachers effective July 1, 2004, will be required to attend five (5) days orientation/in-service, prior to the start of any contract year, at no additional compensation, and as a condition of employment. New teachers are defined as all those whose initial contractual service begins effective September 1 of a school year. The specifically returned snow days shall require that two (2) extra days shall be added to the Memorial Day weekend and/or any other mutually agreed upon days.

ARTICLE VIII
SICK LEAVE

- A. All twelve (12) month Secretaries employed shall be entitled to twelve (12) sick leave days each year as of the first official day of the contract year, whether or not they report for work on that day. All ten (10) month Secretaries shall be entitled to ten (10) sick leave days each school year. Sick leave for Secretaries entering the school district during the contract year will be pro-rated on the basis of one (1) day per month for each full month of employment. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. Provided the employee returns within three (3) years of termination, previously accumulated unused sick leave days accumulated in the South Plainfield schools shall be reinstated upon a Secretary's return to the school system. Secretaries returning from a preferred eligibility list will retain all accumulated sick leave. There shall be no time limit imposed upon an employee returning from a preferred eligibility leave.
- C. Sick Leave Extended - The Board of Education agrees that in the event a tenured Secretary utilized all his/her accumulated sick leave due to a protracted illness of thirty (30) calendar days, the Board may, at its sole discretion and based upon the merits of each case, elect to pay to him/her the difference, if any, between their contract salary and that of their replacement for the balance of the contract year, or the duration of such illness, whichever is of a lesser duration. It is expressly understood and agreed that any employee in a Clerk/Typist position will sustain a deduction pursuant to the foregoing for no more than the rate of pay of a Clerk/Typist substitute.

- D. Upon termination of employment employees who have completed ten (10) years of service in South Plainfield shall receive seven dollars (\$7.00) for each unused sick leave day.
- E. Upon certification of a bona fide Public Employee Retirement System retirement, the employee shall have the option to receive one of the following:
 - a. Payment of twenty-five dollars (\$25.00) for each unused sick day from one (1) to forty-nine (49) and fifty dollars (\$50) for each unused sick day fifty (50) or over (in the event the employee dies, the benefit will enure to the estate), or
 - b. Secretaries with twenty-five (25) years of service, who retire at age fifty-five (55), and who have been hired before September 1, 1990 shall have the option of trading in one hundred (100) days of sick leave accumulation for payment (at the rate in existence at the time of retirement) of Dental and Prescription Insurance, to age sixty-five (65) or death, whichever comes first. Any increase after retirement shall be borne by the individual retiree.
- F. Those employees that retire during the school year, but prior to December 31, shall be paid their accumulated sick leave payments on or about January 1. Those who retire between January 1 and June 30 shall receive such payments on or about July 1.

ARTICLE IX
TEMPORARY LEAVE OF ABSENCE

- A. As of the beginning of the 2003/2004 school year, Secretaries shall be entitled to a maximum of five (5) personal days of absence with no reason (See Schedule C) without loss of pay during any contract year. Any personal days not taken shall accumulate as sick days.

- B. Conditions

All leaves of absence referred to in this ARTICLE are subject to the following conditions:

- 1. At least three (3) school days notice shall be given in requesting a personal day from the building Principal or Supervisor/Director with the exception of cases of any personal day taken for serious illness in the family or any day necessary by reason of an emergency. The Superintendent/Assistant Superintendent shall have final approval of all personal leave requests. Lacking such notice, the absence will be considered unauthorized and the Employee's pay will be deducted at their daily rate. Deduction of salary will be waived in cases of emergency and/or family illness.

2. The Superintendent, in the best educational interest of the School District, is empowered to deny any request for the above days.
3. Personal leave for other than the above reasons shall require the Superintendent's written consent before said leave is taken.

C. Bereavement Leave

A total of five (5) days following the death of the demised shall on request be granted for each death of a spouse, parent, sibling, child or significant other during the work year. Three (3) days following the death of the demised shall on request be granted for the death of a grandfather, grandchild and grandmother, father-in-law, mother-in-law, daughter-in-law or son-in-law during the school/work year. Two (2) days following the death of the demised shall be provided for the death of a brother-in-law, sister-in-law, or other relative living in the same household. (See Schedule C)

- D. Any Secretary who is called for Jury Duty shall be paid her regular salary less whatever amount she is paid for such duty, (This time shall in no way be construed as vacation or personal leave.)
- E. Extensions to any temporary leaves of absence referred to in Sections A and B as outlined above may be made at the discretion of the Superintendent of Schools.
- F. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the Secretary is entitled.

ARTICLE X

EXTENDED LEAVES OF ABSENCE

A. Parenthood Leave

A Secretary requesting maternity leave shall obtain an official parenthood leave request form, as set forth in Schedule D. Said form shall be returned to the Superintendent as soon as possible, but no later than sixty (60) days prior to the maternity leave commencement date started therein. Typically, such leaves shall begin thirty (30) days before and end thirty (30) days after the birth of the child, unless additional disability leave or sick leave are needed due to complications associated with the delivery. The Board may request the school Medical Director to review the dates as stated by the Secretary and her physician on the request form provided. If there should exist a disagreement between the Medical Director and the Secretary's physician with respect to said dates, a third physician mutually acceptable to the Medical Director and the Secretary's physician shall be requested to render his final and binding determination. However, no non-tenure Secretary shall be granted a leave to extend beyond June 30 of the school year for which the leave was requested. The employer shall grant leave in accordance with the provisions of the Federal/State Family and Medical Leave Act of 1993.

B. Adoption

Any tenure Secretary adopting an infant child may receive similar leave, which shall commence upon his/her receiving de facto custody of, said infant, or earlier, if necessary to fulfill requirements for adoption. No Secretary on such leave shall, on the basis of said leave, be denied the opportunity to substitute in the South Plainfield School District provided he/she shall have the recommendation of the Superintendent of Schools.

C. Health insurance premium payments will continue to be paid by the Board for up to 12 weeks of any unpaid leave. After 12 weeks, payment of health insurance premiums shall be the employee's responsibility except in those cases in which the employee has used all accumulated sick leave and is out on a protracted medical leave. This provision will not impinge on any rights available under the State and Federal Family Leave Act.

ARTICLE XI

PAID HOLIDAYS

Secretaries shall be entitled to sixteen (16) paid holidays of which thirteen (13) shall coincide with the existing school calendar; plus Independence Day and Labor Day, or any other day school is closed due to a legal holiday for a special event.

The holiday schedules for the years covered by this Agreement are to be determined.

ARTICLE XII

NJEA CONVENTION

Secretaries shall be entitled to two (2) NJEA Convention Days when they shall not be required to report to work. It is the express desire of the Board and the Association that the Secretaries will participate in the activities of the NJEA Convention.

ARTICLE XIII

VACATIONS

Three-fourths (3/4) of a day per month of employment paid vacation for 0 to one (1) year of service as of June 30.

Two (2) weeks paid vacation after one (1) year of service.

Three (3) weeks paid vacation after five (5) years of service.

Four (4) weeks paid vacation after ten (10) years of service.

Vacation time is not cumulative and must be taken within the year of eligibility, the year of eligibility being the next school year.

ARTICLE XIV

INSURANCE PROTECTION

If, as a result of the Board of Education's study and/or conversion, there are any changes in the basic insurance coverage described below, the Secretaries will receive equivalent coverage.

As of the beginning of the 2003/2004 school year, the Board shall provide, at no cost to the employee, the health-care insurance protection designated below:

- (1) All new hires as of July 1, 2003 shall be eligible to receive full family DPP coverage for the length of their employment.
- (2) All secretaries hired between July 1, 2000 and July 1, 2003 shall be eligible to receive full family coverage under the plan they are currently enrolled in until they receive tenure. At the time of tenure, these secretaries shall have the option to choose traditional PPO coverage or remain in the DPP. They shall also have the option to switch plans at their discretion during an enrollment period. This option can be utilized as many times as deemed necessary by the employee for the length of their employment.
- (3) Employees hired prior to July 1, 2000 shall be eligible to receive full family coverage. All these employees have the option to choose traditional PPO or DPP and may switch plans at their discretion during an enrollment period. This option may be utilized as many times as deemed necessary by the employee for the length of their employment.
- (4) Provisions of the health-care insurance program shall be detailed in master policies and contracts, and they shall include Blue Cross, Blue Shield, Rider J, Major Medical and Connecticut General Life Insurance Company Dental Plan or its equivalent.
- (5) Effective July 1, 1982, a full family dental plan shall be provided by the Board as detailed in master policies and contracts.
- (6) Effective August 1, 2000, the Board will provide a prescription plan with a ten dollar (\$10.00) generic/fifteen dollar (\$15.00) brand/five dollar (\$5.00 mail in) co-pay.
- (7) The deductible shall be \$300 single/\$600 family.

- (8) Effective with the 1995-96 school year after a covered employee has attained \$3,000 covered expenses in a calendar year in excess of the amount of major medical deductible, benefits for him/her will be payable at the rate of 100% for the remainder of the calendar year. This represents an increase from the present \$2,000 to \$3,000 for 100% coverage.
- (9) Secretaries shall be entitled to the same Employee Assistance Program, at the same contribution level, as the teachers.

The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts, provided that the carrier allows provision for such continuance and the retiree agrees to pay the premiums involved.

The Board shall instruct the carrier to provide each employee and retiree where applicable a description of the health-care insurance coverage provided under this ARTICLE, no later than the beginning of each school year which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE XV

VACANCIES AND NEW POSITIONS

- A. All job openings shall be posted on a bulletin board in each school building and in the Administration Building fifteen (15) days before a position is filled. In the event of an emergency situation, no less than five (5) working days notice may be given.
- B. Employees wishing to be considered for any change in employment will be afforded the opportunity of so stating. This will be done by the use of a letter indicating interest in any specific change of situation for which the employee feels she is qualified. Letters shall be on file in the Department of Personnel on or before the due date listed in the posting notice in accordance with Article XV, Paragraph A, to qualify for consideration. Present employees will be given preference in filling such positions provided they are as qualified as any other applicant.

ARTICLE XVI

SALARIES

- A. The salaries of all Secretaries covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

- B. An employee shall receive a one-time stipend of five hundred dollars (\$500.00) over her salary for the completion of:
 - a. Each course completed at a college or business school that has been approved by the Superintendent of Schools.

 - b. Each training course offered through the district for the mastery of a new skill, only upon approval of the Board of Education and the Superintendent of Schools.

 - c. Any new computer program training.

- C. Secretaries may take any District Continuing Education courses without charge, providing course tuition is a charge of the Board of Education and not an outside contractor and space is available. These courses are not subject to the "\$500" stipend set forth in Paragraph B above.

- D. Perfect Attendance

Secretaries shall be paid three hundred dollars (\$300.00) per year for each year in which sick leave is not used.

- E. A secretary may participate in professional observation and visitation at Board expense as recommended by the Superintendent of Schools, provided such funds are available in the budget.

- F. Should a secretary be required to perform assigned duties that require computer skills not previously held by that employee, the Secretary shall be provided with the additional training necessary to accomplish that task. Such training shall be provided at Board expense during the regular workday. If such training is provided before or after the regular work day or on a day a Secretary is not required to report to work, the Secretary shall be reimbursed at the per diem rate of pay plus travel expenses.

- G. Tuition paid for college courses shall be reimbursed by the Board beginning July 1, 2006 subject to the following conditions:

- a. Courses are approved by the Superintendent of Schools or his/her designee prior to enrollment and the denial of same is grievable to the Board but is non-arbitrable.
- b. Regardless of degree level, the courses must be related to the employee's present assignment or part of certification or advanced degree requirement beneficial to the assignment.
- c. The courses must be completed satisfactorily with a grade of "B" or better. Official transcripts must be submitted.
- d. Tuition shall be paid by the Board of Education up to a maximum of the average State college undergraduate/graduate rate time's nine (9) credits per year per employee. To be eligible, an employee must complete three (3) years of employment.
- e. Evidence of payment of tuition must be presented before reimbursement will be paid.
- f. Applicants shall not have received tuition scholarship aid from some other sources, which equals or exceeds tuition rate. If aid does not equal the state college rate, reimbursement will be the difference.
- g. The district shall expend no more than \$7,500 for tuition reimbursement per year.
- h. Reimbursement is subject to Internal Revenue Serviced rules and regulations.
- i. Employee must remain employed by the District for two years after receipt of tuition reimbursement. Employees that leave the District's employ prior to that time shall return to the District a pro rata portion of the amount received. Employees separated involuntarily due to disability, death or reduction in force shall not be subject to this provision.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes a 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 or subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all Secretaries now employed or hereafter employed.
- D. A copy of the personal contract signed by each Secretary shall be returned to the Secretary within sixty (60) days of the date said contract has been signed.
- E. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter to the following addresses:
 - 1. If by the Association to Board, at Roosevelt Administration Building, 125 Jackson Avenue, South Plainfield, New Jersey 07080.
 - 2. If by the Board to Association, at the School address of the Association President.

ARTICLE XVIII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 2007 and continue in effect until June 30, 2010, subject to the Association's right to negotiate over a successor Agreement. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extensions shall be mutually agreed upon in writing by the parties of the Agreement, and unless such extensions are agreed upon, this Contract shall expire on the date indicated herein.

ARTICLE XIX

AGENCY SHOP

- A. Representation Fee

The Board of Education and the Association agree to a representation fee of up to eighty-five percent (85%) as set by the Association annually.

B. Purpose of Fee

If a Secretary does not become a member of the South Plainfield Education Association during any membership year (from September 1 to July 1), which is covered in whole or in part by this Agreement, said employee would be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

C. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership, dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to an amount up to eighty-five percent (85%) as set forth by the Association annually. At no time shall the fees charged exceed the amount specified. Further, the Association guarantees to the Board that the assessments do not include in any amounts, dues, fees and assessments to be expended for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or apply to benefits available only to the members of the majority representative.

D. Deduction and Transmission of Fee

1. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year, The Board will deduct from the salaries of such employees (in accordance with Paragraph 2 below) the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

2. Demand and Return

Chapter 447, P.L. 1979, requires that no representation fee deduction can be made unless the majority representative first establishes a demand and return system. This system provides that a non-union member may appeal the amount of the representative fee assessed against him/her. The Association must provide the non-union member with a full and fair hearing and has the burden of proof in justifying the amount of the fee. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal to a three-member Tripartite State Board.

The Association shall provide evidence of the existence of this system to the Board of Education and to all non-union members before any deductions are made.

E. Indemnification

The South Plainfield Education Association will save harmless and ensure that the Board of Education is blameless against all forms of financial liability that may arise out of, or by reason of, any action taken or not taken in conformance with this provision. Any action taken by members of the South Plainfield Education Association, now or prospectively, will necessitate that the Association fully indemnify the Board of Education from any and all costs pertaining to questions arising out of agreement to this clause.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

SOUTH PLAINFIELD EDUCATION
ASSOCIATION

SOUTH PLAINFIELD BOARD OF
EDUCATION

President

President

ATTEST:

ATTEST:

Secretary

Secretary

SCHEDULE B

SOUTH PLAINFIELD PUBLIC SCHOOLS
GRIEVANCE FORM
LEVEL II

Name of Grievant: _____

School: _____

Principal: _____

Please complete the following attesting to your compliance with Article III, Section C, Paragraph 1, of the Grievance Procedure:

Date of Level I Discussion: _____ Time: _____

Participants:

Subject Discussed:

Level II Grievance Form (Continued)

Pursuant to the procedure set down in Article III, Section C, Paragraph 2, of the Agreement between the between the South Plainfield School Education Association and the South Plainfield Board of Education, this grievance is set forth to _____, Principal.

I. Nature of Grievance:

II. Cite Authority:

III. Define the Adjustment You Seek:

Signature of Grievant

Date

Note: Additional pages may be attached, if necessary. The Principal shall communicate his/her decision to the School Employee in writing within five (5) calendar days of receipt of this grievance.

SCHEDULE B

SOUTH PLAINFIELD PUBLIC SCHOOLS
GRIEVANCE FORM
LEVEL III

Name of Grievant: _____

School: _____

Principal: _____

Date of Level I Discussion: _____

Date of Level II Form Received by Principal: _____

Date Received Principal's Reply of Level II Grievance: _____

Level III Grievance Form (Continued)

Dear _____,

Pursuant to the Agreement between the South Plainfield Education Association and the South Plainfield Board of Education, Article III, Section C, Paragraph 3, this appeal to the Superintendent of Schools sets forth the following:

I. Nature of Grievance Submitted to Principal:

II. Cite Authority:

III. Reason for School Employee's Dissatisfaction with Principal's Decision:

IV. Define the Adjustments you seek:

Signature of Grievant

Date

Note: Additional pages may be attached, if necessary.
In order to consider this appeal, a copy of the Level II Grievance Form must
Accompany this document.

The Superintendent of Schools shall communicate his/her decision in writing to the
School Employee and Principal within a period not to exceed twenty-one (21) calendar
days.

SCHEDULE B

SOUTH PLAINFIELD PUBLIC SCHOOLS
GRIEVANCE FORM
LEVEL IV

Name of Grievant: _____

School: _____

Principal: _____

Date of Level I Discussion: _____

Date of Level II Form Received by Principal: _____

Date of Level II Written Decision by Principal: _____

Date of Level III Appeal to Superintendent: _____

Date of Level III Written Decision by Superintendent: _____

Level IV Grievance Form (Continued)

Dear _____,

Pursuant to the Agreement between the South Plainfield Education Association and the South Plainfield Board of Education, Article III, Section C, Paragraph 4, please forward this Appeal to the South Plainfield Board of Education for disposition:

I. Nature of Grievance Submitted to Principal:

II. Cite Authority:

III. Reason for School Employee's Dissatisfaction with Superintendent's Decision:

IV. Define the Adjustment you seek:

Signature of Grievant

Date

Note: Additional pages may be attached, if necessary.

In order to consider this appeal, copies of Level II and Level III Grievance Forms must accompany this document.

The Board shall communicate their decision in writing through the Superintendent to the Principal and School Employee within a period not to exceed thirty (30) calendar days.

SCHEDULE D

PARENTHOOD LEAVE REQUEST FORM

School Employee

School/Assignment

Principal/Supervisor

CONFIRMATION OF PREGNANCY

Date of medical confirmation of pregnancy: _____

Date of expected delivery: _____

Signature of Physician

Date

Physician's Address

Physician's Phone Number

REQUEST FOR PAID MEDICAL LEAVE (using accumulated sick days)

Date medical leave begins: _____
(This time period is limited to the 30-day calendar days before expected delivery.)

Date medical leave ends: _____
(This time period is limited to the 30-day calendar days after expected delivery.)

REQUEST FOR UNPAID PARENTHOOD LEAVE

Date leave begins: _____

Date leave ends: _____

Effective January 1, 1997, health insurance premium coverage will continue to be paid for up to (12) twelve weeks of unpaid leave. After 12 weeks of unpaid leave, payment for health insurance premiums shall be the employee's responsibility.

Signature of School Employee

Date

Please complete and forward to the Human Resources Office.

Date of Board of Education approval _____

SCHEDULE C
SOUTH PLAINFIELD PUBLIC SCHOOLS
SOUTH PLAINFIELD, NEW JERSEY

SOUTH PLAINFIELD EDUCATION ASSOCIATION (SECRETARIES UNIT)
REQUEST FOR TEMPORARY LEAVE OF ABSENCE

Maximum of Five (5) Days

Name _____ Date _____

Requested date(s) of temporary leave of absence _____

Please specify number of days:

_____ Personal, no reason _____

BEREAVEMENT LEAVE

Please check reason and describe:

_____ 1. A total of five (5) school days following the death of the demised shall on request be granted for each death of a spouse, parent, child, sibling, or significant other during the work year _____

_____ 2. Three (3) school days following the death of the demised shall on request be granted for the death of a grandfather, grandmother, grandchild, father-in-law, mother-in-law, daughter-in-law, or son-in-law during the school year _____

_____ 3. Two (2) school days following the death of the demised shall be provided for the death of a brother-in-law, sister-in-law, or other relative living in the same household _____

All leaves of absence referred to above are subject to the following conditions:

1. At least three (3) school days notice shall be given in requesting a personal day from the building Principal or Supervisor/Director with the exception of cases of any personal day taken for serious illness in the family or any day necessary by reason of emergency. Lacking such notice, the absence will be considered unauthorized and the employees' pay will be deducted at their daily rate of pay. Deduction of salary will be waived in cases of emergency and/or family illness.
2. The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny any request for the above days.
3. Extensions to any temporary leaves of absence as outlined above may be made at the discretion of the Superintendent of Schools.

I hereby certify that the above statements are true to the best of my knowledge.

Employee's signature _____ Date _____

Approved _____ Date _____

Approved _____ Date _____

SCHEDULE A

**Secretaries Salary Guides
2007/2008**

<u>STEP</u>	<u>SEC IV</u>	<u>SEC III</u>	<u>SEC II</u>	<u>SEC I</u>
0	33,857	29,857	29,057	27,157
1	34,857	30,857	30,057	27,857
2	35,857	31,857	31,057	28,857
3	36,857	32,857	32,057	29,857
4	37,857	34,357	33,057	30,857
5	38,857	35,857	34,557	31,857
6	39,857	37,357	36,057	32,857
7	40,857	39,457	37,557	34,757
8	41,857	41,457	39,057	37,557
9	43,857	43,357	40,457	39,457
10	44,857	44,357	41,857	40,557
11	46,225	45,725	44,225	42,425
OG 1	49,204	48,685	48,477	
OG 2				
OG 3	52,370	51,851	51,072	50,294
OG 4	53,097			

NOTE: 10 Month Secretaries are paid **.83-prorata portion** of the salary.

**LONGEVITY
(2007/08, 2008/09 and 2009/10)**

10 years	\$150.00
15 years	\$300.00
20 years	\$750.00

The Board shall retain full discretion on placing initial hires on the salary guide. Following such placements, all employees shall proceed through the guide on a years' experience basis thereafter.

For the duration of this agreement, OG1, OG2, OG3 and OG4 are not considered formal steps of the salary guides and they will self-destruct as present employees at these levels leave.

The status of these provisions will be determined in future negotiations.

SCHEDULE A

**Secretaries Salary Guides
2008/2009**

<u>STEP</u>	<u>SEC IV</u>	<u>SEC III</u>	<u>SEC II</u>	<u>SEC I</u>
0	34,922	30,992	30,122	28,222
1	35,922	31,922	31,122	28,922
2	36,922	32,922	32,122	29,922
3	37,922	33,922	33,122	30,922
4	38,922	35,422	34,122	31,922
5	39,922	36,922	35,622	32,922
6	40,922	38,422	37,122	33,922
7	41,922	40,522	38,622	35,822
8	42,922	42,522	40,122	38,622
9	44,922	44,422	41,522	40,522
10	45,922	45,422	42,922	41,622
11	47,290	46,790	45,290	43,490
OG 1	50,269	49,750	49,542	
OG 2				
OG 3	53,435	52,916	52,137	51,359
OG 4	54,162			

NOTE: 10 Month Secretaries are paid .83-prorata portion of the salary.

**LONGEVITY
(2007/08, 2008/09 and 2009/10)**

10 years	\$150.00
15 years	\$300.00
20 years	\$750.00

The Board shall retain full discretion on placing initial hires on the salary guide. Following such placements, all employees shall proceed through the guide on a years' experience basis thereafter.

For the duration of this agreement, OG1, OG2, OG3 and OG4 are not considered formal steps of the salary guides and they will self-destruct as present employees at these levels leave.

The status of these provisions will be determined in future negotiations.

SCHEDULE A

**Secretaries Salary Guides
2009/2010**

<u>STEP</u>	<u>SEC IV</u>	<u>SEC III</u>	<u>SEC II</u>	<u>SEC I</u>
0	35,827	31,827	31,027	29,127
1	36,827	32,827	32,027	29,827
2	37,827	33,827	33,027	30,827
3	38,827	34,827	34,027	31,827
4	39,827	36,327	35,027	32,827
5	40,827	37,827	36,527	33,827
6	41,827	39,327	38,027	34,827
7	42,827	41,427	39,527	36,727
8	43,827	43,427	41,027	39,527
9	45,827	45,327	42,427	41,427
10	46,827	46,327	43,827	42,527
11	48,195	47,695	46,195	44,395
OG 1	51,174	50,655	50,447	
OG 2				
OG 3	54,340	53,821	53,042	52,264
OG 4	55,067			

NOTE: 10 Month Secretaries are paid **.83-prorata portion** of the salary.

**LONGEVITY
(2007/08, 2008/09 and 2009/10)**

10 years	\$150.00
15 years	\$300.00
20 years	\$750.00

The Board shall retain full discretion on placing initial hires on the salary guide. Following such placements, all employees shall proceed through the guide on a years' experience basis thereafter.

For the duration of this agreement, OG1, OG2, OG3 and OG4 are not considered formal steps of the salary guides and they will self-destruct as present employees at these levels leave.

The status of these provisions will be determined in future negotiations.

SCHEDULE A

**Salary Guides
2007/2010**

	<u>2007/08</u>	<u>2008/09</u>	<u>2009/10</u>
Webmaster	51,443	53,501	55,641
Computer Technician	49,584	51,567	53,630

TABLE OF CONTENTS

<u>ARTICLE</u>	<u>PAGE</u>
PREAMBLE	1
I RECOGNITION.....	1
II NEGOTIATION PROCEDURE.....	2
III GRIEVANCE PROCEDURE.....	2
IV EMPLOYEE'S RIGHTS	6
V ASSOCIATION RIGHTS AND PRIVILEGES.....	7
VI BOARD'S RIGHTS CLAUSE	9
VII WORKING CONDITIONS	9
VIII SICK LEAVE.....	10
IX TEMPORARY LEAVE OF ABSENCE.....	11
X EXTENDED LEAVES OF ABSENCE.....	13
XI PAID HOLIDAYS	14
XII NJEА CONVENTION	14
XIII VACATIONS.....	14
XIV INSURANCE PROTECTION	15
XV VACANCIES AND NEW POSITIONS.....	16
XVI SALARIES.....	17
XVII MISCELLANEOUS PROVISIONS	18
XVIII DURATION OF AGREEMENT	19
XIX AGENCY SHOP.....	19