

**AN AGREEMENT BETWEEN THE
LITTLE EGG HARBOR TWP. SECRETARIES ASSOC.
AND THE
BOARD OF EDUCATION OF
LITTLE EGG HARBOR TOWNSHIP
COUNTY OF OCEAN, NEW JERSEY**

The Little Egg Harbor Township Board of Education is an Affirmative Action/Equal Opportunity Employer.

PREAMBLE

This Agreement entered into this 1st of July 2001 by and between the Board of Education of Little Egg Harbor Township, County of Ocean, State of New Jersey hereinafter called the "Board," and the Little Egg Harbor Township Secretaries Association, hereinafter called the "Association."

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ARTICLE I
RECOGNITION

1.01 Unit

The Board recognizes the Little Egg Harbor Secretaries Association as the exclusive and sole representative for all secretaries, full and part-time, employed by the Board with the exception of those classified as confidential under law

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

2.01 Deadline Date

The parties agree to enter into collective negotiations in accordance with NJS 34:13A-1 et sec. in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees covered by this Agreement. Such negotiations shall commence no later than October 1 of the fiscal year preceding the fiscal year in which the Agreement expires. Any agreement so negotiated shall apply to all employees covered by this Agreement, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

2.02 Modification

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.

2.03 Negotiations of Successor Agreement

In the event of the Public Employment Relations Commission or other public body having appropriate jurisdiction establishing a mandatory timetable for such negotiations, the parties agree to be bound by said timetable, anything contained herein to the contrary notwithstanding.

2.04 It is understood by all parties that negotiations will be conducted in good faith.

ARTICLE III
GRIEVANCE PROCEDURE

3.01 Definitions

- 3.01.1 *Grievance* – A grievance is a claim, involving terms and conditions of employment, by an employee or by the Association based upon the interpretation, application, or violation of the negotiated agreement, Board policy or administrative decisions.
- 3.01.2 *Grievant* – A grievant is the person, persons, or the Association claiming a grievance.
- 3.01.3 *Party of Interest* – A party of interest is the grievant, the Association, the Board, and any person who might be required to take action in order to resolve the grievance.

3.02 Purpose

The purpose of a grievance is to secure the rights of the parties. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level.

3.03 Procedure

- 3.03.1 *Time Limits* – The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. However, the time limits specified may be extended by mutual agreement.
- 3.03.2 *Level One – Principal or Immediate Supervisor* – an employee with a grievance may submit it within seven (7) calendar days of the date of the incident, which gave rise to the grievance. The grievance must be submitted in writing to the grievant’s principal or immediate supervisor either directly or through the Association’s designated representative, with the objective of resolving the grievance informally.
- 3.03.3 *Level Two – Superintendent of Schools* – If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may file a written appeal to the Superintendent. Such appeal must be submitted within seven (7) calendar days of the date of the Level One response or, if no response was received, within fourteen (14) calendar days of the date of the grievance was filed at Level One. The Superintendent shall acknowledge receipt of the grievance and shall schedule a hearing with the grievant, at which time the Superintendent shall consider the relief sought. The Superintendent shall render his decision to the grievant, in writing, not more than fourteen (14) calendar days after the hearing.
- 3.03.4 *Level Three – Board of Education* – If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may request that the Association appeal the grievance to the Board. Such appeal by the Association must be submitted within seven (7) calendar days of the date of Level Two response or, if no response was received, within fourteen (14) calendar days of the date the grievance was filed at Level Two. The Board, a committee thereof, or its designees may conduct a hearing within thirty (30) calendar days of the date the grievance is appealed, in writing, to the Board. The Board shall render its decision not more than thirty (30) calendar days after its receipt of the written grievance appeal if a hearing is not held, or within thirty (30) calendar days of the date of the hearing.

- 3.04 Right of Employees to Representation – A grievant may be represented at all stages of the procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and state its views at Level Two and all subsequent levels.
- 3.05 Reprisals – No reprisals of any kind shall be taken by the Board, the Association, or by any member of the Administration or of the Association, or any person, for participation or non-participation in any grievance.
- 3.06 Miscellaneous
- 3.06.1 Written Decisions – All decisions shall be in writing. Such written decisions shall be transmitted promptly to all parties in interest and to the Association.
- 3.06.2 Separate Grievance File – All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 3.06.3 Grievance Forms – Forms for filing grievances shall be prepared jointly by the Chief School Administrator and the Association and given appropriate distribution in order to facilitate operation of the grievance procedure. Cost for the preparation of said forms shall be borne equally by the Association and the Board.

ARTICLE IV
RIGHTS

4.1 EMPLOYEE RIGHTS

- 4.01 **Statutory Savings Clause**
Nothing contained herein shall be construed to deny or restrict to any secretary such rights as she may have under New Jersey School Laws, or other applicable laws and regulations.
- 4.02 **Just Cause Provision**
No secretary shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- 4.03 **Criticism of Secretaries**
Any question or criticism by a supervisor, administrator, or Board Member of a secretary and her duties shall be made in confidence and not in the presence of students, parents, or other public gatherings unless the secretary chooses to make such questions or criticisms public.
- 4.04 **Association Identification**
No secretary shall be prevented from wearing standard, or conventional pins, or other identification of membership in the Associations, or its affiliates.
- 4.05 **Reduction in Force**
Tenured secretaries shall enjoy all the rights and privileges afforded under New Jersey Statute.
- In the event of a reduction in force, tenured secretaries shall be unaffected until no non-tenured secretaries remain. If the reduction shall involve tenured secretaries, the superintendent shall consider each secretary's service in district, performance, and potential value before making any staffing decision.
- The names of all tenured secretaries who have been thus reduced shall remain on a district eligibility list for the remainder of the school year, or six months, whichever is greater, in the event a secretarial position opens.
- 4.06 **Posting of Positions** – New positions for which secretaries may be qualified shall be conspicuously posted and members shall have the right to apply and be considered for such positions before they are advertised to the public.

4.2 BOARD RIGHTS

- 4.20 The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations.
- (a) To direct employees of the school district.
 - (b) To hire, promote, transfer, assign and retain employees in positions in the school district, and for just cause to suspend, to demote, discharge or take other disciplinary action against employees.
 - (c) To relieve employees from duty because of lack of work or other legitimate reasons.
 - (d) To maintain the efficiency of the school district operations entrusted to them.
 - (e) To determine the methods, means and personnel by which such operations are to be conducted.
 - (f) To determine work schedules and to order overtime.
 - (g) To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- 4.21 It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- 4.22 The parties agree that the procedures outlined in the Agreement are binding to both parties.

ARTICLE V
ASSOCIATION RIGHTS AND PRIVILEGES

5.01 Information

The Board agrees to furnish to the Association, in response to reasonable request, available and nonconfidential information concerning the financial, educational and personnel resources of the school district as reasonably needed to negotiate, investigate, or process grievances on behalf of its members or other materials that affect terms and conditions of employment, free of charge. Such requests shall be submitted to the Chief School Administrator in writing on the appropriate form.

5.02 Released Time For Meetings

Whenever any representative of the Association or any secretary participates during working hours in negotiations, grievance proceedings or conferences, or meetings, he shall suffer no loss in pay provided they are called by the Administrator or the Board of Education.

5.03 Use of School Buildings

The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings when not in conflict with previous commitments. Prior approval from the Administrator is required for use of building/facilities which shall not be unreasonably withheld.

5.04 Use of School Equipment

The Association shall have the privilege to use school facilities and equipment, including typewriters, computers and copiers, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall furnish all materials and supplies incident to such use.

5.05 Bulletin Boards

The Association shall have access to a bulletin board in each building for its exclusive use. Copies of all materials posted by the Association shall be transmitted to the building principal, but no approval shall be required for posting. Posted materials shall not be offensive to nor derogatory in nature toward the Board or its members, community members, administrative personnel, students, or any individual or group of employees.

5.06 Mailboxes

The Association shall have the right to use intra-school mail facilities and school mailboxes for Association business.

ARTICLE VI WORK YEAR

6.01 Calendar

The Association may communicate, in writing or in person, with the Board to present views on the school calendar prior to its adoption. Final approval shall rest in the hands of the Board.

6.02 Work Day

The secretarial staff of Little Egg Harbor Township will work five days a week, excluding Saturday and Sunday and designated holidays in accordance with the twelve month school calendar adopted by the Board of Education.

The secretarial workday shall not exceed eight (8) hours, in which shall be included a duty-free lunch hour during the time school is in session. During the summer recess, the secretarial workday shall not exceed seven (7) hours in which shall be included a duty-free half hour lunch.

6.03 Inclement Weather

When school is closed for snow days or inclement weather, the secretarial staff will be initially called via the snow chain for closing. Secretarial staff will wait for a second call to see whether the custodial staff have been able to open school. If school is not open, the secretarial staff will not be obligated to report to work, and no deduction in pay will be made. If school is open, secretaries will report for work for an abbreviated day with no deduction in pay. If a secretary decides that weather conditions prohibit safe travel to work, secretary may take a personal, sick or vacation day rather than come in, and no one shall question this judgment.

6.04 Compensation Days and Pay

(a). Compensation shall be accorded for additional hours and/or days worked. Secretary/Clerk Typist may choose to be compensated by time or pay. Compensation will be awarded on time and a half basis for extra hours worked if secretary elects to be compensated by time. If secretary/clerk typist chooses to be compensated by pay, time worked beyond contracted hours will be paid at a rate of \$18.00 per hour for the Secretary and \$13.00 per hour for the Clerk Typist for the 00-01 school year for all contracted secretaries.

(b). Substitute Secretary/Clerk coverage provided during the school year, as well as during the summer months will be provided at the discretion of the building principal.

ARTICLE VII
SALARIES AND BENEFITS

7.01 Salary Schedule

The increases for this contract (01-02, 02-03, 03-04) shall be computed as 4.00% above the agreed upon salaries for each secretary (See Appendix for guide schedules).

7.02 Method of Payment

Each secretary employed shall be paid every other Friday during the fiscal year.

7.03 Fringe Benefits

All benefits become effective upon one month's employment under a contract with the Board. Coverage is for employee and eligible dependents with the exception of disability insurance which covers the employee only.

- (a) Medical Insurance – The Board of Education will assume 100% of the cost of insurance premiums for coverage under Connecticut General Life Insurance Company, or equivalent, including major medical or the equivalent and Prescription Plan (\$5 Co-Pay). The Board reserves the right to elect to switch health and/or prescription card insurance. Second Opinion required for surgery.
- (b) Dental Insurance – During the term of this agreement, the Board of Education shall continue to provide secretaries with dental insurance under Connecticut General Life Insurance, or equivalent.
- (c) Disability Insurance – The Board of Education will provide secretaries with disability insurance through Cigna with the agreement that additional coverage may be purchased through employee payroll deductions.

7.04 Travel Expenses

If the Administrator sends a secretary, or secretaries on official school business out of the district during or after regular school hours, said secretaries should be reimbursed for transportation (if own used) at the rate of \$0.30 per mile, plus tolls, and parking, if required.

7.05 Retirement

A secretary who notifies the Board in writing on or before January 2 of any year, of their intention to retire at the end of that school year, and who actually files a retirement paper with the New Jersey State Retirement System, shall be entitled to receive a Terminal Leave Compensation. Said Terminal Leave Compensation shall be computed as follows: For every two (2) days of accumulated unused sick leave, the secretary shall be paid for one (1) day at the per diem rate in existence in the year of retirement. The maximum accumulation for such purpose shall be two hundred fifty (250) days, which will result in a payout equal to one hundred twenty-five (125) days. In order to qualify for Terminal

Leave Compensation, the secretary retiring must have at least fifty (50) accumulated unused sick days at the time of his retirement.

7.06 Longevity

In addition to salary compensation, employees shall be entitled to longevity payment in recognition of years of service in the district. Longevity awards prior to July 1999 grandfathered to continue in base salary. Annual longevity payments beginning with the contract of July 1999 will not be added to the base salary. Longevity shall be in the following amounts:

5 - 9 Years ...	\$ 250
10-14 Years ...	\$ 500
15-19 Years ...	\$ 750
20 + Years ...	\$1000
25 Years ...	\$1500

each year beyond 25 add \$100

Longevity shall be paid at the beginning of the fiscal year (July) in which the anniversary occurs.

7.07 Vacation

Vacation shall be earned according to the following schedule:

Less than one year – 1 day per month – Not to exceed ten days.

After one year – 10 days – Secretaries and Clerks

After two years - 15 days – Secretaries only

After five years – 15 days - Clerks

After ten years - 20 days - Secretaries and Clerks

All vacation days are earned.

The majority of vacation days are to be taken in July or August. However, with the approval of the Superintendent, vacation time may be used during the school year.

Vacation days not utilized in the year in which they were earned may be rolled over for subsequent use in the following school year up to a limit of one half of the days earned.

There will be a cap on the amount of unused vacation days that can be accumulated of ten (10) days.

Special circumstances must be submitted to the Superintendent for approval.

7.08 Professional Growth

7.08.1 On those days when the district is engaged in in-service, programs will be provided for secretaries that apply directly to their in-school duties.

7.08.2 On days when in-service is being held, the Chief School Administrator shall provide time, in consultation with the Association president, for all members of the Association to meet to discuss issues which relate directly to the Association, its members, and/or the terms and conditions of employment of Association members.

7.08.3 The Board will provide \$400 per contracted Secretary/Clerk in the budget each year to cover the cost of attending seminars, courses, or workshops. The Board will reimburse

½ tuition for college courses, seminars and workshops in secretarial fields, and/or education, business administration or computers if approved by the Board on request and a “B” average is maintained (where a grade is given). Approval by the Board is required prior to registration for said course, workshop or seminar.

7.09 Initial Employment

A new secretarial employee will be employed for three (3) months on a probationary basis before a contract is issued. If work is satisfactory, the contract will be retroactive to the first day of employment, after a three (3) month evaluation by the Superintendent, or his/her designee.

SALARY GUIDES

SEE APPENDIX “1”

Completion of 45 approved and documented hours of professional growth will result in the cumulative improvement of an individual’s salary by \$100. Secretaries will earn credit hours for:

- workshops approved by Superintendent for credit hours
- inservices
- special arranged training
- college or evening classes ⁽¹⁾
- State training (job related)

⁽¹⁾ Classroom hours documented may be granted in full or partial, at the discretion of the Superintendent as deemed pertinent to secretaries’ job/duties. However, workshop credit hours shall be equal to the time spent in training (i.e. 7 hour workshop = 7 earned credit hours). For the duration of this 3 year contract (01-02, 02-03, 03-04) the secretaries agree to waive adding \$100 to their base salary and will instead accept the amount of \$100 to be paid as a one time award upon achievement of the 45 hours of professional growth.

BENEFIT ENTITLEMENT

FULL AND PART-TIME SECRETARIES

CHART A

Days Worked	1	2	3	4	5
Personal Days	1	1	2	3	4 (4 th day in non-cumulative)
Sick Days	2	4	6	8	12+2 non-cumulative
Hospitalization	1/5	2/5	3/5	4/5	5/5

*Full time employment is designated by Board of Education Resolution for purposes of eligibility for employee benefits.

ARTICLE VIII
EVALUATION

8.01 Evaluation

Each secretary shall be evaluated annually by the Superintendent, or his/her designee. All monitoring or observation of the work performance of a secretary shall be conducted openly with full knowledge of the secretary.

A secretary shall be given a copy of any observation or evaluation report prepared by the Superintendent or his/her designee. No such report shall be placed in the secretary's file or otherwise acted upon without the secretary having the opportunity of a conference on the evaluation. No secretary shall be required to sign a blank or incomplete evaluation form. The secretary may add appropriate comments, responses, or clarifications to the evaluation.

8.02 Personal (File) Records

(a) File

A secretary shall have the right to indicate those documents and/or other materials in his/her file, which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Chief School Administrator and if, in fact, they are otherwise inappropriate or obsolete, they shall be destroyed. Disputes over retention of said documents may be processed in accordance with Title 18A:6-9.

(b) Derogatory Material

No material derogatory to a secretary's conduct, service, character or personality shall be placed in his or her personal file unless the secretary has had an opportunity to review the material. The secretary shall acknowledge that he or she has had the opportunity to review the material. The secretary shall acknowledge that he or she has had the opportunity to review such material by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The secretary shall also have the right to submit a written answer to such material, and his or her answer shall be reviewed by the Chief School Administrator and attached to the file copy.

(c) No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file.

ARTICLE IX
MISCELLANEOUS PROVISIONS

The Agreement shall be presented to all secretaries now employed, or considered for employment by the Board.

9.01 Continuance of Benefits Clause

In the event this Agreement is not renewed, an Agreement to continue benefits will be drawn up between the Board and those employees who return to work. This continuance of benefits Agreement would remain in force until such time as a new contract is signed upon.

9.02 This agreement incorporates the entire understanding of the parties on all matters which were or could be the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by the 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.

9.03 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties.

9.04 If any provisions of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other revisions of applications shall continue in full force and effect.

9.05 For the duration of this Agreement the Board agrees not to negotiate with any organization other than the Little Egg Harbor Township Secretaries Association over matters relating to terms and conditions of employment of employees in this unit.

9.06 Copies of this agreement shall be reproduced and distributed within thirty (30) days of its signing by the presidents of the respective groups. The cost of reproduction shall be borne by the Board.

9.07 Notice

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 delivery in writing at the following address:

a) If by Association, to Board at 307 Frog Pond Road, Little Egg Harbor, NJ 08087

b) If by Board, to Association at 307 Frog Pond Road, Little Egg Harbor, NJ 08087

ARTICLE X
RULES AND REGULATIONS GOVERNING
LEAVES OF ABSENCE, ILLNESS, OTHER REASONS

SECTION 10.1

10.01 Sick Leave

(a) Sick Leave, Minimum Allowances, Cumulating Unused Leave:

All persons holding any office, position or employment in all school districts, regional school districts for county vocational schools of the State who are steadily employed by the Board of Education, or who are protected in their office, position of employment under the provision of Chapter 28 of Title 18A of the Revised Statutes or under any other law shall be allowed sick leave with full pay for a minimum of twelve (12) days and two (2) non-accumulated days in any school year. If any such person requires in any school year less than this specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years excluding the two (2) non-accumulative days.

(b) Physician's Certificate

In case of sick leave claimed, a Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education.

(c) Sick Leave Defined

Sick Leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of contagious disease or of being quarantined for such a disease in his or her immediate household.

(d) Prolonged Absence Beyond Sick Leave Period N.J.S.A. 18A:30-6

"When absence, under the circumstances described in section 18A:30-1 of this article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/240 of the annual salary.

(e) Salary in cases of absence not constituting sick leave additional sick leave or accumulation sick leave:

Nothing in this act shall affect the right of the Board of Education to fix either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave, or granting sick leave over and above the minimum sick leave as defined in this act, or allowing days to accumulate over and above those provided

for in section 18A:30-2 except that no person shall be allowed to increase total accumulation by more than twelve (12) days in any one year.

- (f) Any secretary who does not utilize any of his annual sick leave entitlement shall receive one hundred dollars (\$100) at the conclusion of the school year.

SECTION 10.2

10.02 Leaves of Absence

- (a) The Board will grant a leave of absence to any secretary, who, for reasons of disability, including but not limited to maternity, is unable adequately to perform his, or her duties, upon the following conditions and limitations:
 - (b) Said leave shall commence when the secretary becomes unable to adequately perform, provided that, in the case of maternity, impending operation or similarly predictable disability, commencement may be scheduled by agreement with the Chief School Administrator.
 - (c) Said leave is not to exceed more than two school years from date of request.
 - (d) No secretary shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return.
 - (e) The Board shall not remove any secretary from her duties during pregnancy unless the secretary cannot produce a certificate from her physician that she is medically able to continue teaching, or in the opinion of the Chief School Administrator the performance of the secretary is materially and adversely affected thereby.
 - (f) Secretary receiving said leave shall notify the Board by April 1st of the school year prior to her return subject to the secretary's ability to perform prescribed duties.

SECTION 10.3

10.03 Other Reasons

- (a) Death
 - In case of death in any secretary's family or spouse's family, the employee shall be excused for four (4) days when necessary without loss of salary.
- (b) Court Order

In case of absence from school by reason of subpoena by a court, no deduction in salary shall be made, providing that the subpoena is filed with the Chief School Administrator.

(c) Emergencies and Personal Days

Employees may be granted up to four days (4) of absence for an emergency or a personal day without deduction of salary, during any one school year. The fourth personal day is non-cumulative and may only be taken after the three cumulative personal days are used. Employees may accumulate three (3) personal days per year if such day is not used otherwise. Such accumulation shall be added into the employee's sick leave accumulation. Application shall be made at least two days before taking such leave except in cases of emergency. The superintendent will be notified as soon as possible when a day is being used for an emergency. In the event that a secretary who has already signed in has to leave the building for emergency or sickness, they are required to notify the building principal and superintendent's office prior to leaving the building.

(d) Jury Duty

Secretaries called for jury duty shall suffer no deduction of salary. Secretaries shall receive their regular daily pay for each day of jury duty but will be required to reimburse the district the amount of jury pay received.

(e) Military Leave

Each employee shall be eligible for unpaid leave of absence for military leave pursuant to statute.

(f) Family Leave

Each employee shall be eligible for unpaid leave of absence for family matters pursuant to the New Jersey Family Leave Act or the Federal Family Leave Act.

(g) Other Leaves

Nothing shall prohibit the Board of Education from granting other leaves, paid or unpaid, for what it considers good and sufficient reason.

(h) Family Illness

Secretaries will be granted up to four (4) family illness days in each contract year.

ARTICLE XI
REPRESENTATION FEE

11.01 Purpose of Fee

If a secretary does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement said secretary will be required to pay a representation fee to the Association in lieu of dues for service rendered by the Association. Said representation fee shall be 85% of the annual dues for full time secretaries or a prorated share of the 85% for part time secretaries.

11.02 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. Said fee shall conform to the rules and regulations promulgated by the Public Employment Relations Commission.

11.03 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 secretaries who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such secretaries, in accordance with Section 11.04 below, the full amount of the representation fee and promptly will transmit the amount as deducted to the Association.

11.04 Payroll Deduction Schedule

Upon written notification from the Association that it has adopted and implemented a "demand and return system," the Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each secretary on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid thirty (30) days after receipt of the aforesaid list by the Board previously served as a secretary and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deduction will begin with the first paycheck paid ten (10) days after the resumption of the individual's employment as a secretary.

11.05 Termination of Employment

If the employment of a secretary who is required to pay a representation fee is terminated before the Association has received the amount of representation fee (prorated for the membership year in question) to which it is entitled under this Article, the Board will deduct the unpaid portion of same from the last paycheck paid to said secretary.

11.06 Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

11.07 Changes

The Association will notify the Board, in writing, of any changes in the list provided for in paragraph C above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice.

11.08 Definition of Secretary

The definition of the word "secretary" as used in this Article shall be as defined in Article I section 1.01 hereof.

11.09 Save Harmless Clause

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this Article.

ARTICLE XII
UNDERSTANDING OF THE PARTIES

- 12.1 The negotiating teams of the Little Egg Harbor Board of Education and Association agree that this is the final package to be presented for ratification by the Board and the Association. Both parties have bargained in good faith.

ARTICLE XIII
DURATION OF AGREEMENT

13.01 Duration Period

This Agreement shall be effective as of July 1, 2001 and shall continue in effect until June 30, 2004, 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.

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

LITTLE EGG HARBOR TWP.
SECRETARIES ASSOCIATION

LITTLE EGG HARBOR TWP.
BOARD OF EDUCATION

President

President

Secretary

Board Secretary

APPENDIX I SALARY GUIDES

Clerk/Typist Guides

Step 2001 2002 2002 2003 2003 2004

1	\$13,000	\$13,270	\$13,520
2	\$13,270	\$13,520	\$13,801
3	\$13,546	\$13,801	\$14,061
4	\$13,828	\$14,088	\$14,353
5	\$14,116	\$14,381	\$14,652
6	\$14,409	\$14,680	\$14,957
7	\$14,709	\$14,986	\$15,268
8	\$15,015	\$15,298	\$15,585
9	\$15,327	\$15,616	\$15,909
10	\$15,646	\$15,941	\$16,240
11	\$15,972	\$16,272	\$16,578
12	\$16,304	\$16,611	\$16,923
13	\$16,643	\$16,956	\$17,275
14	\$16,989	\$17,309	\$17,634

Secretary Guides

Step 2001 2002 2002 2003 2003 2004

1	\$17,000	\$17,510	\$17,680
2	\$17,510	\$17,680	\$18,210
3	\$18,035	\$18,210	\$18,387
4	\$18,576	\$18,757	\$18,939
5	\$19,134	\$19,319	\$19,507
6	\$19,708	\$19,899	\$20,092
7	\$20,299	\$20,496	\$20,695
8	\$20,908	\$21,111	\$21,316
9	\$21,535	\$21,744	\$21,955
10	\$22,181	\$22,396	\$22,614
11	\$22,847	\$23,068	\$23,292
12	\$23,532	\$23,760	\$23,991
13	\$24,238	\$24,473	\$24,711
14	\$24,965	\$25,207	\$25,452
15	\$25,714	\$25,964	\$26,216
16	\$26,485	\$26,743	\$27,002
17	\$27,280	\$27,545	\$27,812
18	\$28,130	\$28,371	\$28,647
19	\$28,941	\$29,255	\$29,506
20	\$29,851	\$30,099	\$30,425
21	\$30,704	\$31,045	\$31,303
22	\$31,625	\$31,932	\$32,287
23	\$32,574	\$32,890	\$33,209