

4-2075

AGREEMENT

BETWEEN

THE SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION

AND

THE SCOTCH PLAINS-FANWOOD

ASSOCIATION OF EDUCATIONAL SECRETARIES

X JULY 1, 1986 - JUNE 30, 1989

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ARTICLE II

NEGOTIATION PROCEDURE

- A. Each year during the term of this Agreement, unless a term in excess of one (1) year is provided herein, the parties agree to enter into negotiations in accordance with the procedures set forth by law to reach agreement on the terms and conditions of employment for secretaries. Such negotiations shall begin no later than a date set by the Public Employment Relations Commission.
  
- B. Any agreement so negotiated shall apply to all secretaries, be reduced to writing, and when adopted by both the Board and the Association be executed by the respective parties.
  
- C. During negotiations the Board and secretaries will present relative data, exchange points of view, and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

5. Notification

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

B. Deductions From Salary

1. The Board agrees to deduct from the salaries of the Secretaries dues for the organizations which shall be specified by the Secretaries as said Secretaries individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969, (N.J.S.A. 52:14-15.9c) and under rules established by the State Department of Education, said monies, together with records of any corrections, shall be transferred to the designated representative of the Secretaries' Association by the 15th of each month following the monthly pay period in which deductions were made.
2. 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 prior to the effective date of such change.
3. Additional authorizations for dues deduction may be received after August 1st under rules established by the State Department of Education.

ARTICLE IV  
SICK LEAVE,  
TEMPORARY LEAVES OF ABSENCE  
AND  
EXTENDED LEAVES OF ABSENCE

1. Sick Leave

- a. During the term of this contract, all secretaries employed will be granted one (1) day sick leave for each month of actual employment during the first school year of employment in the school district. After the first year of employment, secretaries shall be entitled to ten (10), eleven (11), or twelve (12) sick leave days per year based upon the number of months worked. The sick leave days shall accumulate in accordance with the Statutes of the State of New Jersey.
  
- b. Secretaries shall inform their immediate supervisor or his designee as soon as it is practically feasible that a sick day will be required. Each secretary shall be informed of the person to be notified when the secretary is absent without prior notice. Secretaries shall not secure substitute service in the event of their own unanticipated absences. Failure to notify may result in a denial of sick leave unless the supervisor determines that exceptional circumstances existed that prevented compliance with the

- e. Up to a maximum of five (5) days shall be granted at any one time in the event of the death of a parent, spouse, child or grandchild. Up to a maximum of three (3) days shall be granted in the event of the death of a brother, sister, parent-in-law, grandparent, brother or sister-in-law, son or daughter-in-law or any person domiciled with the employee. Days taken under this section must be taken immediately following death.
- f. Members of the organized Reserve of the Army of the United States, United States Naval Reserve, United States Air Force Reserve or United States Marine Corps Reserve shall be entitled to leave of absence without loss of pay or time on all days on which she shall be engaged in field training. The Board shall pay the difference between the Secretaries' normal salary and that received from such Military Reserve Unit. Secretaries shall make every effort to participate in field training during non school periods whenever possible.

medically confirmed. No secretary who is pregnant shall be removed from her regular secretarial duties during such pregnancy which occurs during the school year for which she is employed or contracted unless, as a result of such pregnancy, her secretarial performance has been substantially impaired or her health would be impaired if she were to continue her secretarial assignment.

- b. A pregnant secretary, prior to ceasing her secretarial duties, may apply for and receive a maternity leave. Application for such maternity leave shall be filed with the Superintendent sixty (60) calendar days prior to the commencement of such leave. It shall specify the date upon which it is desired that such maternity leave shall commence and date upon which secretary desires to return to her secretarial duties. The Board may require the secretary to produce a certificate from a physician to support the requested leave period. In the event the Board disputes the length of the requested leave period, a request shall be made to the Union County Medical Society for the appointment of an impartial physician whose findings and conclusions shall be binding upon both the Board and the secretary.
- c. If the physician's certificate provided by the secretary or the report of the impartial physician does not support the length of the requested leave

- e. Nothing contained herein shall be deemed to preclude the Board from requiring a doctor's certificate from any secretary prior to the secretary resuming her secretarial duties and assignments upon the termination of the maternity leave. Such doctor's certificate shall certify that the secretary is in all respects physically capable of discharging the full scope of the secretarial duties.
- f. A tenured secretary who adopts a pre-school child may also request a maternity leave of absence without pay. Such secretary shall notify the Superintendent as soon as application for adoption has been filed together with a statement of the tentative date upon which de facto custody is to be received. The leave shall commence upon receiving de facto custody of the child and shall continue for the balance of that school year together with the next full school year. In the event the secretary wishes to return to the District, she shall notify the Superintendent not later than March 1 of the succeeding school year.
- g. Anything to the above, to the contrary notwithstanding, the Board may grant maternity leave to a tenured secretary for the remainder of the contract year and for the subsequent contract year upon request by the secretary. The request for leave in the subsequent contract year shall be made on or before March 1. The secretary shall not be permitted to return prior



ARTICLE V

PROTECTION OF SECRETARIES AND PROPERTY

- A. 1. Secretaries shall immediately report in writing cases of assault suffered by them in connection with their employment, to their principal.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the secretary for information in the possession of the Superintendent relating to the incident or persons involved, and shall act in appropriate ways as liaison between the secretary, the police, and the courts.
- B. The Board shall reimburse secretaries for the reasonable cost of any clothing or other personal property which is damaged or destroyed as a result of an assault committed upon a member of the Association while such member was acting in the discharge of his duties and within the scope of his employment. Such reimbursement shall not cover any clothing of the staff member or personal property which was not physically on the staff member's person during the assault. The Board reserves the right to bring an action at law to recover any such reimbursements made by the Board, and the Association agrees on behalf of the staff member affected that the Board shall receive an authorization and/or

ARTICLE VI

USE OF SCHOOL FACILITIES BY SECRETARIES

- A. The Board agrees to make available to the Association, public records in accordance with the prevailing policy regarding such access. Information relevant for negotiations will be furnished freely without charge.
  
- B. Representatives of the NEA, NJEA, UCEA, or SPFAES shall be permitted to transact official local Association business before or after regular working hours and during lunch. Permission for use of the building must be obtained from the administrator in charge of that particular building and such permission shall not be unreasonably withheld.
  
- C. The Secretaries shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use in the building. The secretaries will pay for any damage to any of the aforesaid equipment. Permission of the building principal or his designee shall be required for its use, which permission shall not be unreasonably withheld. In addition, the Secretarial Association shall purchase or provide any and all

ARTICLE VII

SECRETARIAL GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is a claim by a secretary, a group of secretaries or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a secretary or a group of secretaries except that the term "grievance" shall not apply to:
  - a. Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
  - b. A complaint of a non-tenured Secretary which arises by reason of her not being re-employed;
  - c. A complaint by any Secretarial personnel occasioned by appointment to or lack of appointment to, retention in, or lack of retention in, any position for which tenure is either not possible or not required.
2. "Aggrieved party" shall mean any person or group of persons in the negotiating unit filing for a grievance. However, when a group is involved the grievance shall be processed as an individual grievance.
3. The "immediate superior" shall mean the person so designated by the organization chart which is annexed hereto. If the subject of the grievance is such that it is system-wide, the immediate superior is the Superintendent of Schools.
4. "Days" shall be working days on which the business office is open

B. Declaration of Purpose

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievance of Secretaries

5. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and administration until such grievance and any effect thereof shall have been fully determined.
6. Level One - A Secretary with a grievance shall first discuss it with the building principal or appropriate administrator with the objective of resolving the matter informally.
7. Level Two - If, as a result of the discussion, the "aggrieved" person is not satisfied with the disposition of her grievance at Level One, she may formally file the grievance in writing with the principal or appropriate administrator within 5 days after the decision at Level One, or 10 days after the grievance was presented, whichever is sooner. The written grievance should specifically state:
  - (a) The nature of the grievance;
  - (b) the nature and extent of injury, loss, or inconvenience;
  - (c) the results of the previous discussions;
  - (d) the aggrieved person's dissatisfaction with the decision previously rendered; and
  - (e) the details of the specific contract clauses or N.J. State laws violated.The principal or appropriate administrator shall meet with the aggrieved prior to communicating his written decision.
8. Level Three - If the aggrieved person is not satisfied with the disposition of her grievance at Level Two, or if no decision has been rendered within 5 days after the grievance was delivered to the building principal or appropriate administrator, or 3 days after the meeting between the building principal or appropriate administrator and

may submit a formal demand for arbitration pursuant to the rules and regulations of the American Arbitration Association.

The only griveances which may be arbitrated are those based upon an allegation that there has been a violation of the express written terms of the locally negotiated Agreement.

Grievances which concern the interpretation, application, or alleged violation of policies and administrative decisions shall not be subject to arbitration.

A request for such arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within the time limit shall constitute a bar to arbitration unless the parties have extended the time by mutual agreement in writing.

A copy of the arbitrator's decision shall be simultaneously furnished to the secretaries and the Board. The arbitrator shall limit himself to the issue submitted and shall consider nothing else. He can add nothing to, nor subtract anything from this Agreement between the parties or any policy of the Board of Education. The recommendation of the arbitrator shall be final and binding on the parties.

- 11. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the

5. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the secretaries and given appropriate distribution so as to facilitate operation of the grievance procedure.
6. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this procedure.
7. While any proceedings is pending and until a final determination has been reached, all proceedings shall be private and any preliminary disposition shall not be made public without the agreement of all parties.
8. All proceedings under this procedure shall be conducted after school hours. However, in the event that any party in interest requires time during the school day for the obtaining of documents and other materials pertaining to the hearing, they shall apply to the Superintendent of Schools through the building principal or appropriate administrator to obtain released time. Should the Superintendent or his designee determine that there is no other alternative, he may approve released time.
9. The Board and the Secretaries agree to facilitate any investigation which may be required and to make available any and all material, relevant documents, communications and records concerning the alleged grievance, except where confidential communications shall implicate or otherwise bring about injury to the welfare of innocent parties.

ARTICLE VIII  
PROFESSIONAL RELATIONSHIPS

- A. The Board may not, by agreement or through arbitration, delegate powers and responsibilities which by law are imposed upon and lodged with the Board. Any contract must include and, therefore, be subject to the New Jersey School laws and all other applicable laws and regulations.
- B. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, 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.
- C. The exercise of the powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.
- D. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the New Jersey school laws or any other national, state, county, district or local laws or regulations as they pertain to education.
- E. The parties further acknowledge that this Agreement has been negotiated and executed with the objective of setting forth mutual rights, obligations and responsibilities. The parties further agree that in all aspects of their relationships they shall comply with all appropriate law and recognized standards of professional conduct and professional relationships. There shall be no discrimination by the Board against any officer of the Secre-

ARTICLE IX

SECRETARIES' RIGHTS REGARDING UNIT  
MEMBERSHIP AND ACTIVITIES

- A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Secretaries' Association and its affiliates for the purpose of engaging in collective negotiation and other legally authorized concerted activities for mutual aid and protection. The Board and Association agree that there shall be no discrimination because of any activity or lack of activity on the part of any individual pursuant to the exercise of rights granted by either this Contract or State laws.
- B. 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. The rights granted to secretaries hereunder shall be deemed to be in addition to those provided elsewhere.
- C. 1. Whenever any secretary is required to appear before the Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that secretary in her office, position or employment, or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to



ARTICLE X

SECRETARIAL WORK HOURS

1. Secretaries are expected to devote to their assignments the time required to meet their responsibilities.
2. The work week for secretaries shall consist of five (5) days; Monday through Friday. The work day will consist of not less than eight (8) hours which shall include a duty-free lunch hour.
3. No secretary shall be required to report for duty earlier than 7:30 a.m. nor be required as part of the regular work day to stay later than 5:00 p.m. Time in excess of the regular work week shall be considered overtime. Starting and ending time for each secretary shall be established by the immediate supervisor.
4. Any secretary who is required to work beyond the eight (8) hours in any one day shall be compensated at the rate of one and a half (1-1/2) times her hourly rate. Secretaries shall have two (2) breaks each working day, one (1) in the morning and one (1) in the afternoon; neither break shall exceed fifteen (15) minutes in length. Starting and ending time of the break period shall be determined by the immediate superior.
5. Secretaries shall perform such normal first aid as would be performed by any reasonable and prudent person under similar circumstances.
6. When school is not in session, the work day for secretaries shall consist of not less than seven (7) hours which shall include a duty-free lunch hour. On those days, no secre-

ARTICLE XI

WORK YEAR AND HOLIDAYS

1. Secretarial Work Year

- A. The work year for secretaries employed on a ten (10) month basis shall be September 1 through June 30.
- B. The work year for eleven (11) month secretaries shall commence two (2) weeks prior to September 1, and shall terminate the two (2) weeks subsequent to June 30.
- C. The work year for secretaries employed on a twelve (12) month basis shall be July 1 through June 30.
- D. New ten (10) month personnel may be required to attend an additional two (2) days for orientation purposes.

2. Vacations

- A. Twelve month secretarial personnel employed after July 1, 1982 shall earn one (1) vacation day per full month up to a maximum of ten (10) work days during their first school year of employment in the District. Thereafter, vacation shall be earned in accordance with the following schedule. As used in this section of the Contract, the term "year" means full school years of service beginning on July 1.

<u>During the employee's</u>	<u>earns vacation at this rate</u>
1st through 5th years	10 days per year
6th through 10th years	15 days per year
11th through 20th years	20 days per year
21st or more years	25 days per year

F. Vacation pay entitlement at the time of termination, after at least six (6) months of employment, will be determined as follows:

$$\text{Pay} = \frac{\text{Full months worked since July 1}}{12} \times \text{annual days} \times \text{dollars per day}$$

G. In the event a secretary is on vacation and becomes ill or suffers a death in the family, the day or days involved shall not be counted as part of vacation time. A physician's certificate must be provided to verify the illness.

3. Holidays

- A. The Board will establish and grant to all twelve (12) month employees thirteen (13) paid holidays per year. The days will be determined by the Board in accordance with the school calendar. One holiday will be a day adjacent to Christmas Day. In the event a holiday falls during an employee's vacation period, the employee shall receive an additional day of vacation.
- B. Eleven (11) month secretaries shall receive all the holidays provided in section 3.A. above. In the event that an eleven (11) month secretary is asked to work at times other than those provided in section 1.B. above, she shall receive a holiday in lieu of July 4th.

ARTICLE XII

HEALTH INSURANCE

1. The Board shall provide for and pay the cost of health insurance program. Such program shall include medical and surgical and major medical coverage for full time employees and their family. The current plan being utilized is that of Connecticut General Life Insurance Company. The benefits of the Connecticut General Life Insurance Company shall be equal to or greater than Blue Cross, Blue Shield and Rider J. In addition, the medical program shall include a \$25.00 consultation fee and maternity benefits but the maximum benefit per individual under the Major Medical Plan shall be the sum of \$250,000.
2. The Board agrees to provide a basic dental plan. The Plan shall be New Jersey Dental Service Plan, family coverage, \$25.00 deductible per individual and \$75.00 per family. In most cases, children are covered to the age of 23 unless married.
3. The Board shall provide for Health Care Insurance for individuals within the unit who retire within the contract period, after serving the Scotch Plains-Fanwood School District for 20 years or more. The coverage provided shall be that under current contract less Medicare when the individual is eligible for Medicare. The cost of retirement coverage shall be as follows:

1st year of retirement .....	100% paid by Board
2nd year of retirement .....	90% paid by Board
3rd year of retirement .....	80% paid by Board
4th year of retirement .....	70% paid by Board
5th year of retirement .....	60% paid by Board
and from the 6th year forward.....	50% paid by Board

The individual so covered shall be required to pay the necessary contribution to the Board in advance of the payment of premium by the Board.

4. The Board shall only be required to make one premium payment per insurance program per family if more than one family member is employed by the Board.

ARTICLE XIV  
NOTICE PROVISIONS

A. Whenever any notice is required to be given to 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 by certified mail at the following addresses:

1. If by the Secretaries, to the Board of Education  
Evergreen Avenue & Cedar Street, Scotch Plains,  
New Jersey 07076
2. If by the Board to the President of the Association,  
at her home address, which shall be provided to  
the Board by the Association in writing.

ARTICLE XVI

SECRETARIAL EVALUATION

It is agreed that a standard evaluation form shall be used by the Board in connection with the evaluation of Secretaries. It is further agreed that tenured secretaries shall be evaluated a minimum of once each work year by their immediate supervisor; non-tenured secretaries shall be evaluated a minimum of twice each work year by their immediate supervisor. Secretaries employed after October 1st shall be evaluated only once during that school year. Those secretaries employed after April 1st will receive no formal evaluation unless deemed necessary by the administrator in charge.

ARTICLE XVIII

NOTICE OF VACANCIES

1. All vacancies shall be adequately publicized by the Superintendent or his designee. Such notice of vacancy shall be posted ten (10) working days before the final date when applications must be submitted. A copy of said notice shall be posted in each school and/or building, and shall also be given to the Association President. Notice of vacancies shall clearly set forth the basic minimum qualifications for the position, title of position and the rate of compensation.
2. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent or his designee within the time limit specified in the notice, and the Superintendent or his designee shall acknowledge in writing the receipt of all such applications prior to filling of the position.
3. No position shall be filled until all properly submitted applications have been reviewed.
4. All applicants shall be notified that the position has been filled. The Association President shall be notified that the position has been filled and by whom.

ARTICLE XX

TERM OF THE AGREEMENT

This Agreement shall be effective on July 1, 1986, and shall continue and remain in full force and effect to and including June 30, 1989, when it shall expire.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers and their corporate seal affixed or have hereunto set their respective hands and seals.

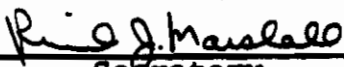
Attest:

SCOTCH PLAINS-FANWOOD BOARD  
OF EDUCATION:

SCOTCH PLAINS-FANWOOD ASSOCIATION  
OF EDUCATIONAL SECRETARIES:

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Secretary



