

AGREEMENT

Between

SOUTH BRUNSWICK BOARD OF EDUCATION

and

SOUTH BRUNSWICK ASSOCIATION OF

EDUCATIONAL SECRETARIES

2002 - 2005

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PREAMBLE

This document constitutes an Agreement entered into by the Board of Education of the Township of South Brunswick, New Jersey, to be called the "Board" from this point forth and the South Brunswick Association of Educational Secretaries, South Brunswick Township, New Jersey, to be called the "Association" from this point forth on the 1st day of July, 2002.

RESOLUTIONS

WHEREAS, the Board of Education and the South Brunswick Association of Educational Secretaries have negotiated in good faith in accordance with the New Jersey, Employer-Employee Relations Act, Chapter 123, Public Laws of 1974, and

WHEREAS, the Board and the Association have reached agreement on items contained in the attached agreement,

NOW THEREFORE, be it resolved that the Board of Education hereby adopts this Agreement effective July 1, 2002.

ARTICLE 1
RECOGNITION

- A. The Board recognizes that all employees of the South Brunswick Schools have the right to contribute to, affiliate with or create employee associations for the purpose of participating with the Board in negotiations in keeping with Chapter 123, Public Laws of 1974, within the framework described by said law.

- B. The South Brunswick Association of Educational Secretaries has proven to the Board that they have obtained majority status. The South Brunswick Association of Educational Secretaries is the exclusive representative in collective negotiations concerning the terms and conditions of employment for all contracted secretaries, clerk-typists, clerk-recorders, bookkeepers, receptionists, and any other office personnel, with the same community of interest employed or to be employed by the Board except the Secretary to the Superintendent of Schools, Secretary to Board Secretary, and Secretary for Personnel.

- C. The term "Secretary," unless otherwise stated, shall henceforth mean all employees in the negotiating unit defined in Paragraph B. above.

ARTICLE 2
NEGOTIATIONS OF SUCCESSOR AGREEMENTS

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good-faith effort to reach Agreement on all matters concerning the terms and conditions of secretaries' employment. Such negotiations shall begin no later than the date set by the Public Employment Relations Commission. Any agreement so negotiated shall apply to all secretaries. It shall be reduced to writing and subject to ratification by both parties, be signed by the Board and the Association and be adopted by the Board.
- B. Neither party in negotiation shall have control over the selection of the negotiating representatives of the other party. Their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.
- C. Each party may have consultants present during negotiations. When mutually agreed upon, clerical assistance and consultants shall be contracted by both parties; in such case, the costs will be shared equally by the Association and the Board.
- D. Upon reasonable request, the Association shall have access to information within the public domain relating to the school district's financial resources.
- E. Impasse shall be considered to have occurred when the Board and/or the Association declare it has occurred.
- F. The only information released to the general public concerning negotiations will consist of a joint press release, or, in the event that the parties are unable to agree on wording, a joint press release stating that "no progress has been made." This shall be binding upon both parties up to a fact-finder's report.
- G. 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 3
RIGHTS OF THE BOARD

- A. The Board reserves to itself sole jurisdiction and authority over matters of policy and, according to provisions of State Law, retains the right subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:
1. to hire, promote, transfer, assign and retain employees to positions within the school district and for just cause to suspend, demote, discharge or take other disciplinary action against employees;
 2. to abolish any such positions for reasons of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the district or for other good cause;
 3. to maintain the efficiency of the school district operations entrusted to them;
 4. to determine the means by which such operations are to be conducted;
and
 5. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- B. It is understood by all parties that under the rulings of the courts of New Jersey, the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted to it by law.

ARTICLE 4
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time, available information in the public domain.
- B. The Board agrees that the Association shall have access to all available information concerning the financial resources of the district, together with the information which may be necessary for the Association to process any grievance. The Board shall provide such data in a reasonably prompt manner. In most cases, this shall not exceed two full work weeks from the date of the Association request.
- C. Whenever any representative of the Association is required by the Superintendent to participate during working hours in negotiations, grievance meetings, he/she shall suffer no loss of pay.
- D. The Association and its representatives may be permitted to use school buildings, at reasonable hours, for meetings upon prior notice and approval by the principal of the school in question.
- E. The Association and its representatives may be permitted to use school facilities and office equipment upon prior notice and approval by the building principal, at reasonable times, when such equipment is not otherwise in use. The Association will pay for the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.
- C. The Association may be permitted the reasonable use of the inter-school mail facilities and mail boxes.
- D. In the event that a secretary is required to confer with the Board, or a committee of the Board, concerning any matter that could affect the continuation of the secretary in his/her position of employment, or could affect his/her terms and conditions of employment, then the secretary shall be given prior written notice stating the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her during such a meeting.

ARTICLE 4
ASSOCIATION RIGHTS AND PRIVILEGES

- E. No material derogatory to an employee's conduct, service, character, or personality shall be placed in a personnel file unless the employee has had an opportunity to review such material and affix his/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 employee shall also have the right to submit a written answer to such material, and said answer shall be attached to the file copy.

ARTICLE 5
GRIEVANCE PROCEDURE

A. **Definition**

A "grievance" shall constitute an allegation by the secretary(ies) that there has been a violation, misinterpretation, or misapplication of the Agreement or an administrative decision which has adversely affected the terms and conditions of employment of the party(ies).

B. **Rights of the Aggrieved**

Any individual secretary represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. He/she shall have the right to present his/her own appeal or to designate a representative of the Association, or other persons of his/her own choosing to appear with him/her at any step in the grievance procedure. Whenever he/she chooses to have other persons to appear with him/her, the Association will have the option of being present.

C. **Grievance Notification**

The Association shall be notified of all grievances in advance of any grievance meetings which involve a secretary represented by the Association.

D. **Procedure**

1. A secretary with a grievance shall first discuss it with his/her supervisor within fifteen (15) work days of its occurrence.
2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the secretary within five working (5) days, he/she shall set forth his/her complaint in writing within five (5) working days to his/her immediate supervisor. The written grievance shall specify:
 - a. the nature of the grievance;
 - b. the nature and extent of injury, loss or inconvenience;
 - c. the result of the previous discussion;
 - d. his/her dissatisfaction with the decision previously rendered; and
 - e. the remedy sought.

The supervisor shall communicate his/her decision to the secretary in writing within ten (10) calendar days of receipt of the written complaint.

ARTICLE 5 GRIEVANCE PROCEDURE

D. Procedure

3. Within ten (10) work days, the secretary may appeal the supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the supervisor, shall confer with the concerned parties, and, upon request, with the secretary or supervisor separately. He/she shall attempt to resolve the matter as quickly as possible, but within a period of ten (10) work days. The Superintendent shall communicate his/her decision in writing to the secretary and the supervisor.
4. If the grievance is not resolved to the secretary's satisfaction, he/she may request a review by the Board within five (5) work days after receipt of response from the Superintendent. The request shall be submitted in writing through the Superintendent, who shall attach all related correspondence and forward the request to the Board. The Board shall review the grievance, hold a hearing with the employee, and render a decision in writing within thirty (30) work days of receipt of the request.
5. If the decision of the Board does not resolve the grievance to the satisfaction of the secretary and the secretary wishes a review by a third party he/she shall notify the Board through the Superintendent of Schools within ten (10) work days after Board's decision, except in the case of a grievance involving the following points:
 - a. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commission of Education or any matter which according to law is either

- (1) beyond the scope of Board authority or
- (2) limited to action by the Board alone.

ARTICLE 5

GRIEVANCE PROCEDURE

D. Procedure

5.
 - b. A complaint of a non-tenured secretary which arises by reason of his/her not be re-employed.
 - c. A complaint of a secretary in a non-tenured position which is made solely by reason of his/her not being employed, re-employed, retained, or continued in his/her position.
6. The following procedure shall be used to secure the services of an arbitrator:
 - a. Either party may request the Public Employee Relations Commission (PERC) in accordance with its rules to submit a list of qualified persons to function as an arbitrator in the dispute in question.
 - b. If the parties are unable within ten (10) work days to select a mutually satisfactory arbitrator, PERC may be requested by either party to designate an arbitrator.
7. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding. Only the Board of Education and the aggrieved and his/her representative shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) days of the arbitrator's hearing.
8. The arbitrator's fee shall be shared equally by the Board and the Association.

9. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall constitute acceptance of the decision rendered at that step.

**ARTICLE 5
GRIEVANCE PROCEDURE**

D. **Procedure**

10. During the pendency of any grievance secretaries shall continue to observe all assignments, and all applicable rules and regulations of the Board of Education until such grievance and any effect thereof shall have been fully determined.
11. All meetings and hearings under this procedure shall be conducted in private and shall include only concerned parties and their designated or selected representatives.

ARTICLE 6
WORK DAYS AND YEAR

A. **Work Days**

1. Twelve month secretaries shall work two hundred and sixty-one (261) days less eighteen (18) paid holidays and less earned vacation as set forth in Article 13, A. 5. and 6 or 7.
2. The work year for ten (10) month secretaries shall commence on September 1st and end on June 30th.
 - a. Ten (10) month secretaries hired on or after July 1, 1985, receive the holidays listed on the school calendar. The maximum number of holidays shall not exceed 23.

B. **Work Year**

Secretaries shall submit a tentative work schedule to the building administrator by July 1. Said administrator shall determine the final schedule and notify the secretary by July 15. Any change in the schedule must be made by mutual agreement between the secretary who requests the change and the building administrator. A copy of this work schedule for each secretary shall be forwarded to the Superintendent by July 15 by the administrator.

ARTICLE 6
WORK DAYS AND YEAR

C. **Summer Work**

1. **Summer hours:** Secretaries shall work a six (6) hour day beginning July 1 and ending August 31. Times to be established by each building administrator.
2. **Work Year Completion:** In the event that the secretary must work during the summer to complete the total number of work days (less vacation) required, said days shall be considered to have been paid at the previous contract rate.
3. **Summer Work-Temporary Up-Grade:** In the elementary schools when the secretary is not available during the summer months and a clerk-typist or clerk-recorder performs the duties of the secretary he/she shall be placed on the secretary scale for that period of time. Salary shall be proportionate to his/her position in the current salary range. The Board reserves the right, through the Administration, to select temporary replacements.
4. Ten (10) month secretaries who are employed during the months of July and August shall be compensated at their per diem rate.

D. **Daily Absence**

Reporting procedures for absence shall be determined by the administration at each location. If coverage is needed, arrangements will be made by the administrator/supervisor.

ARTICLE 7 SALARY

- A. The salary schedules of all classifications covered by this Agreement are set forth in the Appendix.
- B. **Previous Experience**
 - 1. An employee promoted to a position in a higher level shall remain on the same step in the new level.
 - 2. An employee transferred to a position in a lower salary level shall retain the salary of the present position until such time as the proper place in the new level is achieved.
 - 3. A new employee shall be defined as a secretary who has had no prior secretarial experience whatsoever in the South Brunswick School System. The Superintendent shall determine salary after equating the type of experience in preceding positions with the requirements of the position of the school system.
 - 4. A secretary who has been previously employed by South Brunswick School System shall upon return be placed at salary-step which he/she attained upon resignation. Nothing herein contained shall mandate the re-hiring of an employee who has resigned from the District's employ.

C. **Probation**

Upon successful completion of a 60 work day probationary period, a standard contract shall be issued and said contract shall be retroactive to the initial day of employment.

D. **Pay Day**

Checks shall be distributed on the fifteenth (15th) and thirtieth (30th) of each month except when a pay day falls on or during a school holiday, vacation or weekend, ten (10) and twelve (12) month secretaries shall receive their paychecks on the last previous work day.

**ARTICLE 7
SALARY**

E. **Overtime**

1. The regular work week shall be thirty-six and one-fourth (36-1/4) hours exclusive of lunch.
2. When required by the building administrator, all hours beyond thirty-six and one-fourth (36-1/4) shall be paid at a rate of one and one-half (1-1/2) times the hourly rate. Sundays and holidays to be paid at two and one-half (2-1/2) times the hourly rate.
3. Compensatory time may be taken in lieu of overtime pay by mutual agreement between the building administrator and the secretary. Said compensatory time, if requested by the secretary, shall be taken at the rate of one (1) hour for each hour worked. However, if required by the building administrator, compensatory time shall be granted at the rate of 1-1/2 hours of each hour worked. Sundays and holidays, 2-1/2 times the hourly rate.

F. **Course Reimbursement**

The Board shall reimburse unit members who take courses related to the

employee's current work assignment. Prior approval from the Superintendent must be obtained. There is a reimbursement limit of \$150.00 per approved course. Payment shall be made after successful completion of the course. Appropriate training will be offered to secretarial staff during inservice days. All secretaries shall attend such training.

G. **Mileage Reimbursement**

The Board shall reimburse an employee who is required to use his/her vehicle to carry out district business. The reimbursement rate shall be that set by the IRS for its employees.

H. **Replacement Compensation**

A unit member who is assigned and assumes the duties of another unit member who is absent for reasons other than a vacation and who has not been replaced by a substitute shall receive twenty (\$20.00) per day for each day worked, provided that the unit member assumes such additional duties for five (5) consecutive days. Payment shall be retroactive to the first day of the assumption of the additional work.

ARTICLE 8

VACANCIES AND NEW POSITIONS

- A. Notice of vacancies of both temporary and new positions shall be posted in each school. New positions shall include the title of the position, a brief job description of responsibilities, location and starting date. The Board is to provide the Association with job descriptions for newly created permanent positions before positions are posted.
- B. Notices shall be posted five (5) working days. Any member of the Association who may be interested in the position or positions must make written application to the Superintendent within that five (5) day period.
- C. Secretaries who have acquired experience, skill and ability to do the work required in the job shall be given consideration before an applicant outside the school system. All such applicants shall be considered and given a written acknowledgment of their application.
- D. When two or more applicants within the system are the finalists for a given position and are equally qualified, the applicant with seniority shall be recommended for appointment.
- E. Decisions on promotions, based upon Sections C and D above, shall

be made at the discretion of the administrator involved.

- F. Temporary employees hired by the Board who work more than ninety (90) days, shall be given either a replacement or permanent contract and placed according to Appendix A of the Salary Schedule. Temporary employees hired through an employment agency are excluded from this contract.

ARTICLE 9 TRANSFER AND RE-ASSIGNMENT

- A. Secretaries desiring a transfer shall make a request in writing to the Superintendent. If there are no vacancies available at that time, consideration shall be given to the individuals requesting transfer when positions become available.
- B. In the event of an involuntary transfer, the secretary so transferred shall be given consideration for open positions in the system which he/she is qualified to perform at the time of transfer.
In the determination of the employee to be transferred involuntarily, seniority within the system shall be considered, but shall not constitute the sole criteria for determining who shall be transferred.
- C. The Superintendent shall discuss the transfer with the person and shall make the final assignment in writing within two (2) weeks.
- D. Secretaries transferred to a new building due to the opening or closing of a school shall receive \$100 compensation.

ARTICLE 10
SICK LEAVE

- A. Sick leave is hereby defined to mean absence from duty of any secretary because of personal disability due to illness or injury, or because he/she has been excluded from school by the School District Medical Authorities because of contagious disease or because of quarantine for such a disease in his/her immediate household. (18A:30-1)
1. Secretaries shall be allowed sick leave with full pay for twelve (12) days (12 month employees) and ten (10) days (10 month employees) in any year. All unused sick leave shall be accumulated for additional sick leave as needed in subsequent years. This is effective the second year of the contract (2003-2004).
 2. Employees who begin their employment after the first month in a year (after July for twelve month employees and after September for ten month employees) shall be credited with sick leave on the first day of employment an amount of days equal to the number of months left in the

work year. For purposes of this provision, a portion of a month equals a full month.

- B. Employees who have completed fifteen (15) years service in South Brunswick will, upon retirement from the district, receive payment for one half of all accumulated sick days at the rate of \$40 per day.
- A In the event of the death of an employee, payment for all accumulated days as stated above shall be paid to his/her estate. Employee must be vested in the pension system. The amount of the payment shall be calculated using the formula in Article 10, B.

ARTICLE 11

TEMPORARY LEAVES OF ABSENCE

A. **Personal**

Secretaries will be entitled to three (3) full days or six (6) half days personal leave per year with pay. Unused personal leave days for each year shall be converted to sick days and added to the secretary's accumulated sick leave at the end of each school year. This is effective the second year of the contract (2003-2004).

Any secretary newly employed after January 1st of any year shall be granted one (1) full personal day or two (2) half days to cover the balance of the school year. The secretary requesting leave time should so inform the administrator at least twenty-four (24) hours before the day in question except under emergency situations.

Personal leave may not be used to extend a vacation or holiday.

B. **Jury Duty**

Those secretaries called for jury duty shall be paid at their regular rate less compensated fees for jury duty.

C. **Death**

1. Five (5) days leave of absence with pay will be granted upon request when death occurs in the immediate family. Immediate family is defined to include spouse, children, brother or sister of the secretary, parents, grandparents of secretary or spouse, other family members for whom the secretary is legally responsible and any other member of the immediate household.
2. One (1) day leave of absence with pay may be granted upon approval of the Superintendent, or his/her designee to attend the funeral of a close relative or a close friend.
3. Three (3) days leave of absence with pay will be granted upon request in the event of the death of a grandchild, brother-in-law or sister-in-law.

**ARTICLE 11
TEMPORARY LEAVES OF ABSENCE**

D. **Professional**

The Superintendent may, upon recommendation of the building administrator, authorize absence of individual employees for professional purposes with full pay and expense not to exceed five (5) school days and/or weekend days in any school year in addition to professional meetings scheduled on the school calendar.

E. **Other**

A secretary shall be entitled to the following non-accumulative leaves of absence with full pay each school year;

1. Two (2) days for all members of the Association to attend conferences and conventions of State and National affiliated organizations (NJEA) at no loss of pay.
2. Time necessary for appearances in any legal proceeding connected with the secretary's employment or with the school system.
3. No salary deductions shall be made for absences when subpoenaed to be a witness in court.
4. Other leaves of absence may be granted upon the recommendation of the Superintendent.

F. **Leave of Absence**

Returning from an approved temporary leave of absence a secretary shall be placed on the salary step he/she would have attained had he/she remained in the school system.

**ARTICLE 12
EXTENDED LEAVES OF ABSENCE**

A. **Extended Disability**

1. **Total Disability**

"Total Disability" shall mean one which:

- a. results from bodily injuries or disease, and
- b. wholly prevents the employee from engaging in his/her regular occupation; or assuming duties assigned by his/her superior taking into consideration the nature and degree of the disability.
- c. the employee must be under the care of a physician. The Board may require examination from doctors of its own choosing as

frequently as it is deemed necessary. The Board shall pay the cost of the examining physicians.

2. **Eligibility**

- a. Extended total disability benefits shall be payable to all full time employees who are on an annual contractual arrangement with the South Brunswick School System, regardless of the term of service previously performed prior to disability.
- b. Benefits shall not be available to any employee who has been notified in writing that his/her services are to be terminated or his/her contract not renewed, prior to the start of total disability, except as provided in paragraph (d) below.
- c. Benefits shall also not be available to any employee who submits his/her resignation in writing prior to the start of his/her total disability.
- d. Benefits to any employee whose services are to be terminated by a specific date, for whatever reason, and whose total disability preceded the notice of termination of such services, shall be paid only to the date of such termination provided that the employee is totally disabled at that time.
- e. A recurrence of the same disability within one hundred and eighty (180) days of discontinuance of benefits shall be considered a continuation of the original disability.

ARTICLE 12

EXTENDED LEAVES OF ABSENCE

A. **Extended Disability**

3. **Benefits**

- a. An employee becomes eligible for payment under this section only after using one hundred (100) percent of available sick leave days or waiting thirty (30) calendar days after the onset of the disability, whichever is longer.
- b. The amount of the monthly payments shall be determined in the following manner:

- (1) The basic monthly salary shall be computed by dividing the annual salary by the number of months the employee is required to perform service, as provided in the annual contract.
 - (2) Ten (10) month employees (from September to June) shall not be eligible for benefit payments under this program during the months of July and August.
 - (3) Payments shall be made at the rate of sixty-seven (67%) percent of employee salary subject to the limitations of (e) below, at the time disability began except that there shall be two thousand five hundred dollar (\$2,500) monthly limit on payments under this section.
- c. The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as an employee by four (4). Benefits also shall be payable for a portion of a month. The maximum number of months that benefits will be paid for any one occurrence, accident, or injury shall be 10 months for 10 month secretaries, and 12 months for 12 month secretaries. In no event will any combination of benefits exceed 20 months for 10 month secretaries and 24 months for 12 month secretaries.

ARTICLE 12

EXTENDED LEAVE OF ABSENCE

A. Extended Disability

3. Benefits

- d. In no case shall benefits be payable concurrently with payments received by an employee for retirement under the Social Security Program or any state employees' or teachers' pension plan.
- e. Benefits under this program shall be reduced by the amount of Workers Compensation payments and by disability payments under

Social Security. The employee shall be required to apply for such payments if potentially eligible. Failure to qualify for either Workers Compensation or Social Security disability payments shall not disqualify payment of benefits under this extended disability provision.

- f. Once disability eligibility begins under this Article and if an employee is eligible for Social Security disability payments, his/her payments under this section shall not be further reduced by any cost-of-living increases under the Social Security Act.

4. **Exclusion of Benefits**

- a. Benefits shall not be payable for a disability resulting from:
 - (1) Disease or bodily injury willfully and intentionally self-inflicted.
 - (2) Injury incurred or disease contracted prior to becoming an employee of the South Brunswick School System, unless employed for more than three years in this system.
 - (3) Declared or undeclared war, insurrection, invasion, rebellion, Civil War, or Civil Riot.
- b. Benefits shall not be payable while a salary is being paid through the use of accumulated sick leave.

ARTICLE 12

EXTENDED LEAVES OF ABSENCE

A. **Extended Disability**

5. **Procedure for Applying for Benefits**

- a. An application for total disability benefits under this program must be accompanied by a physician's certificate listing the nature of the condition and the probable length of disability of the employee.

- b. An application for total disability shall be submitted only after sick leave days, under the terms of Article 12, Section A., 3. (a) have been used to cover absence resulting from his/her total disability or, in the event the employee has less accumulated sick leave days than can cover the alternative waiting period, thirty (30) calendar days, whichever is longer.

B. Child Rearing Leave

1. In the case of a birth or an adoption of a child any employee shall have the right for a leave without pay for child-rearing purposes.
2. Application for child-rearing leave shall be made by the employee to the Superintendent at least four (4) months prior to the anticipated birth of the child.
3. Child-rearing leave shall be granted to tenured employees for the balance of the year (including June 30) in which the child is born and for two additional years. The tenured employee shall state whether he or she desires leave solely for the balance of the year in which the child is born or for one or two additional years.

ARTICLE 12

EXTENDED LEAVE OF ABSENCE

B. Child-Rearing Leave

4. Any employee adopting a child shall be granted a child-rearing leave in conformity with the provisions of B.3 which shall commence upon the date such employee obtains custody of the child. Since such date of custody cannot be predicted in all cases, notices should be given to the

Superintendent at least sixty (60) days prior to the anticipated date of custody if possible, and if not, as soon as practicable.

5. Nothing herein shall prevent the employee and the Board from agreeing that an employee may return sooner than the leave termination date granted if such earlier return is administratively convenient to the Board.
6. Upon return from child-rearing leave all benefits to which the employee was entitled at the commencement of leave, including unused accumulated sick leave, shall be restored.

This provision does not extend to re-instatement of the percentage level under dental insurance. An employee returning from this leave shall receive dental insurance based upon the rules of the carrier.

ARTICLE 13 VACATIONS AND HOLIDAYS

A. Vacations

1. Secretaries with less than twelve (12) months of service, resigning from the school district before July 1, shall be entitled to paid vacation as provided hereafter.

2. Vacations which are earned by July 1 of any year may be taken at any time thereafter by mutually convenient arrangement with the immediate supervisor.
3. Vacation time is earned as provided hereafter. Length of service shall be computed from the first day of a secretary's contract in the school district.
4. All employees shall be entitled to a paid vacation each year according to one of the following schedules. New twelve (12) and ten (10) month employees with less than one (1) year's service shall be entitled to paid vacation for service performed prior to July 1 as noted.

**ARTICLE 13
VACATIONS AND HOLIDAYS**

A. **Vacations**

5. All employees employed prior to February 21, 1984, shall be eligible for vacations as follows:

	12 Month	10 Month
<u>Months of Service Performed</u>	<u>Days Earned</u>	<u>Days Earned</u>

12 Months but Less than 5 Years	10	8
5 Years but Less than 8 Years	15	12.5
8 Years but Less than 9 Years	16	13.5
9 Years but Less than 10 Years	17	14.5
10 Years or more Service	20	16.5

6. All employees hired on or after February 21, 1984, shall be eligible for vacation as follows:

<u>Months of Service Performed</u>	<u>12 Month Days Earned</u>	<u>10 Month Days Earned</u>
Less Than 6 Months	none	none
6 Months Completed Service	5	5
7 Months Completed Service	6	6
9 Months Completed Service	7	7
10 Months Completed Service	8	8
11 Months Completed Service	9	8
12 Months but Less than 5 Full Years	10	8
5 Years but Less Than 8 Full Years	15	8
8 Years but Less Than 15 Full Years	17	8
15 Years or More Service	20	8

7. All ten (10) month employees hired after July 1, 1985, shall not be eligible for vacation days.

ARTICLE 13 VACATIONS AND HOLIDAYS

B. Holidays

1. Twelve (12) month secretaries shall be granted eighteen (18) paid holidays annually.
2. Ten (10) month secretaries hired before July 1, 1985, shall be granted fifteen (15) paid holidays annually.

3. Ten (10) month secretaries hired after July 1, 1985 shall be granted the holidays listed on the school calendar in an amount not to exceed 23 (including 2 NJEA Days)
4. **The following shall be mandatory holidays:**
 - a. **July 4**
 - b. **Labor Day**
 - c. **Thanksgiving Day**
 - d. **Friday after Thanksgiving**
 - e. **Christmas Day**
 - f. **Four (4) days between Christmas and New Year's Day**
 - g. **New Year's Day**
 - h. **Martin Luther King's Birthday**
 - i. **President's Day**
 - j. **Memorial Day**

All other holidays shall be taken with the supervisor's approval.

Any other days to be charged as holidays are limited to days when schools are closed according to the school calendar and shall be taken only with the supervisor's approval. Requests shall not be unreasonably denied. If a holiday falls during a secretary's vacation period, said holiday shall not be charged against vacation days.

ARTICLE 13 VACATION AND HOLIDAYS

B. Holidays

5. In the event any of the listed holidays falls on a Saturday then the preceding Friday shall be a holiday. If a holiday falls on a Sunday then the following Monday shall be the holiday. If the holiday falls on a day

when the schools are officially open then the secretary shall be allowed compensatory time off.

C. **Storm Days**

On storm days, when school is officially closed, secretaries will not be required to report for duty. In the event the normal opening of school is delayed for pupils because of inclement weather, employees will follow the same time delay as defined in the school calendar for starting times.

D. **Summer Employment**

Summer employment for ten (10) month personnel who are not 12 month employees will be paid at a pro-rated salary according to their current step on the salary guide. Consideration for summer employment will be given to all secretaries before any outside agency is called, and a list of available personnel will be provided by the Association.

ARTICLE 14
HEALTH BENEFITS

- A. During the terms of this Agreement all employees and their eligible dependents will receive the following benefits:

1. Blue Cross/Blue Shield, Rider J and Major Medical Benefits through New Jersey State Health Benefits Program.
2. Dental insurance through the N.J. Dental Service Plan with a \$25.00 deductible for those employees working 20 hours or more per week. There shall be a single/full family dental plan. Effective July 1, 2000, the Board's maximum contribution to the family dental plan shall not exceed \$565 over the single plan cost per enrolled unit member per year. If the cost of such insurance exceeds the per enrolled unit member cost of \$565 plus the single plan cost, the additional cost shall be borne by unit members covered by the family plan.
3. Blue Cross Pharmacy Plan - Effective July 1, 1999, the prescription co-pay is \$15 for brand name (generic equivalent available), \$10 for brand name (no generic equivalent available), \$3 generic and \$0 mail order.
4. Effective July 1, 1993 secretaries whose official employment commences on or after July 1, 1993, shall receive single prescription and dental insurance coverage for the first three (3) years of employment. Said secretaries may buy into other enrollment levels.

ARTICLE 15
AGENCY FEE AND PAYROLL DEDUCTION

- A. The parties agree to an agency fee of up to eighty-five percent (85%) of the dues pursuant to law. The Association hereby agrees to indemnify and hold harmless the Board of Education of South Brunswick from and against any claims from any non-union members for excessive or improper disbursement of "agency shop fees" or dues deducted from the salaries of non-members of the South Brunswick Association of Educational Secretaries.
- B. The Board agrees to deduct from the salaries of its secretaries dues for the SBAES, or MCEA, NJEA, NEA or any one or any combination of such associations as said secretaries individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9E) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the SBAES by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. The Board will not be held responsible for disbursement of said monies by said treasurer.
- C. 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 its effective date of such change.
- D. Unless there should be some administrative problem, the Board shall allow for payroll deduction for U.S. Government Bonds.

ARTICLE 16

PROTECTION OF SECRETARIES AND PROPERTY

- A. The Board of Education shall carry insurance policies to provide Workers' Compensation for any employee who is injured while in performance of his/her duties.
- B. Board shall carry liability insurance to protect all employees in court suits arising out of the performance of office or duties.
- C. The Board shall endeavor to protect the secretaries and property from physical injury and shall endeavor to do everything within its power and means to do so to assure safe conditions in the schools.
- D. In the event of litigation, civil or criminal, the Board will extend to its secretaries all of the protection afforded by the Statutes of the State of New Jersey.
- E. The Board shall indemnify, defend and save a secretary harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken by a parent against a secretary for administering first aid in the absence of a school nurse.
- F. Children of full-time tenured secretaries shall be entitled to enroll in the South Brunswick School District according to the district's open enrollment policy. The secretary shall be required to pay twenty percent (20%) tuition. A schedule of payments shall be established by the administration.

ARTICLE 17
SECRETARY EVALUATION

- A. Evaluation reports shall be provided twice yearly on all non-tenured employees. Said reports shall be completed no later than January 30 and May 15 of each year. For tenured employees the report shall be submitted no later than May 15 of each year.
- B. All appraisals of the work performance of a secretary shall be conducted openly and with full knowledge of the secretary. Formal evaluation performed for the purpose of recommendation for retention or improvement shall be conducted only by administrators. A secretary shall be given a copy of any evaluation report prepared by her evaluator at least one (1) day before conference to discuss it. Evaluation reports shall be submitted to the Superintendent and placed in the personnel file after the secretary has reviewed the report. The secretary shall be required to sign only the completed form indicating whether there is agreement or disagreement. The secretary shall also have the right to submit a written rebuttal to such material to be reviewed by the Superintendent or his/her designee and attached to the file copy.
- C. A secretary shall have the right upon request to review the contents of his/her personnel file in the presence of the Superintendent or his designee.

ARTICLE 18
MISCELLANEOUS PROVISIONS

- A. The Board shall provide the Association with a copy of:
1. the policy manual, including rules and regulations
 2. revisions to the policy manual
 3. the agenda of public Board meetings and minutes of the previous meeting when they are distributed to Board members.
- B. The Board of Education maintains the right to require medical examinations. If such examinations are performed by a licensed physician selected or approved by the Board, the Board shall pay all expenses; otherwise, the employee shall pay all expenses.
- C. Any individual contract between the Board and the individual secretary, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- D. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) calendar days after the Agreement is signed. The Agreement shall be presented to all secretaries now employed or hereafter employed in positions leading to contracts.
- 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 at the following addresses:
- If by the Association**, to the Board at Four Executive Drive,
Monmouth Junction, New Jersey 08852; and
- If by the Board** to the Association at the home address of the Association President or delivery to the individual.

ARTICLE 18
MISCELLANEOUS PROVISIONS

F. **Fully-Bargained Provision**

1. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been subject to negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement, except as required by Chapter 123, Public Laws of 1974.
2. 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.

G. Any employee planning to resign or retire from employment with the Board of Education shall provide the Board with thirty (30) day notice.

H. A joint committee shall be established to address the issue of job descriptions. The first meeting shall occur within sixty (60) days of ratification of the contract.

I. **Seniority and Job Security**

1. Seniority shall be defined as service in the school district as a member of the bargaining unit.
2. A seniority list shall be provided to the Association at the time of a contemplated reduction in force (RIF).
3. Any reduction of positions shall be accomplished in the following manner: tenured employees shall exercise their total employment seniority to replace a less senior, non-tenured employee in the same level of a lower level.

ARTICLE 19
SEPARABILITY

- A. If any provisions of this Agreement or any applications of this Agreement to any secretary or group of secretaries is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE 20
WORK CONTINUITY CLAUSE

- A. The Association agrees that during the duration of this Agreement, it will not engage in any strike or slowdown and the Board agrees that during the duration of this Agreement, it will not engage in any lockout or harassment of the members of the bargaining unit.

**ARTICLE 21
DURATION**

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give full force and effect as Board policy.
- B. The duration of the contract will be from July 1, 2002 until June 30, 2005. All other items are withdrawn by the parties.

**SOUTH BRUNSWICK ASSOCIATION
OF EDUCATIONAL SECRETARIES**

**SOUTH BRUNSWICK BOARD
OF EDUCATION**

President

President

Vice President

Vice President

Date

Date

