

Contract no 470

✓

AGREEMENT  
BETWEEN  
THE SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION  
AND  
THE SCOTCH PLAINS-FANWOOD  
ASSOCIATION OF EDUCATIONAL SECRETARIES  
July 1, 1989 to June 30, 1993



-  
TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble.....	1
I	Recognition.....	1
II	Negotiation Procedure.....	2
III	Salaries and Deductions From Salaries.....	3
IV	Sick Leave.....	7
V	Protection of Secretaries and Property.....	14
VI	Use of School Facilities by Secretaries.....	16
VII	Secretarial Grievance Procedure.....	18
VIII	Professional Relationships.....	26
IX	Secretaries' Rights Regarding Unit Membership and Activities.....	28
X	Secretarial Work Hours.....	30
XI	Work Year and Holidays.....	32
XII	Health Insurance.....	35
XIII	Entire Agreement.....	37
XIV	Notice Provisions.....	38
XV	Non-Discrimination Clause.....	39
XVI	Secretarial Evaluation.....	40
XVII	Seniority and Security.....	41
XVIII	Notice of Vacancies.....	42
XIX	Involuntary Transfer.....	43
XX	Term of the Agreement.....	44
	Salary Guides.....	46
	Salary Guide Movement Chart.....	47



This Agreement made this 26th. day of November, 1990, between the Scotch Plains-Fanwood Board of Education, hereinafter referred to as the "Board", and the Scotch Plains-Fanwood Association of Educational Secretaries, hereinafter referred to as the "Secretaries".

## ARTICLE I

### RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all secretaries, clerical personnel, bookkeepers, office assistants, keypunch operators, data processors, telephone operators, who are under written contract with the Board or on leave; and excluding custodial, maintenance, cafeteria, transportation, aides, confidential secretaries (Superintendent's office--2), Business Administrator's office--1, Personnel office--1), teachers, and supervisors. Unless otherwise indicated, the term "secretary" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the bargaining unit as above defined, and references to female secretaries shall include male secretaries.

-  
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.

-  
ARTICLE III

SALARIES AND DEDUCTIONS FROM SALARIES

A. Salaries

1. The salaries of all employees covered under this Agreement are set forth in Appendix A which is attached hereto and made a part hereof.
2. Secretaries on a ten (10) month contract shall be paid in twenty (20) semi-monthly installments. Secretaries on either eleven (11) or twelve (12) month contracts shall be paid in twenty-four (24) semi-monthly installments. When a payday falls on or during a school holiday, vacation or weekend, secretaries shall receive their paychecks on the last previous working day. Secretaries shall receive their final paychecks on the last working day of their contract year.
3. Employment Increments  
Any secretary employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year. Tenured secretaries who have transferred to a lower level position at the request of the Administration will retain their prior salary levels, and will receive the salary increases provided to those salary levels, but the higher salary shall not attach to that position permanently, and when that position is again vacant it will be filled and compensated at its original salary level.

4. Movement Between Levels

When a secretary is promoted to a higher level position, the placement on the guide shall be at the same experience level as held in the job the promoted secretary vacates.

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.
4. The filing of notice of a Secretary's withdrawal shall be prior to December 1st or June 1st and become effective to halt deductions as of January 1st or July 1st next succeeding the date on which notice of withdrawal is filed.
5. In addition, the Board agrees to deduct an amount from the monthly salary which shall be forwarded to the Union County Teachers Federal Credit Union. Deductions will be made each payroll period. Deductions can be in any amount in even round dollars. Secretaries shall complete the form prescribed by the Union County Teachers Federal Credit Union in order to authorize such deductions.

C. Attendance Incentive Compensation

1. Employees who retire and will be eligible to receive either TPAF or PERS pension checks immediately after retirement shall be entitled to receive severance pay based upon accumulated sick leave days as follows:

Twenty (\$20.00) dollars per accumulated day to a maximum of twenty-two hundred fifty (\$2,250) dollars. For the 1992-93 year, twenty-five (\$25.00) dollars per accumulated day to a maximum of three thousand (\$3,000) dollars.

D. Travel

Mileage driven by an employee in the performance of duties directed by management shall be reimbursed at the rate applicable to administrators, but in no event less than the current practice.

E. Longevity

Upon completion of seventeen (17) years of continuous employment within the District, an employee shall receive a five hundred (\$500.00) dollar longevity increase in salary. An additional five hundred (\$500.00) dollars shall be paid upon the completion of twenty (20) and twenty-five (25) years of continuous service, respectively.

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 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 notification procedure.

2. Temporary Leaves of Absence

- a. During the term of this contract, Secretaries shall be entitled to the following temporary leaves of absence without loss of pay which shall be non-cumulative unless otherwise specified.
- b. A total of two (2) days leave of absence for such personal or other matters which require absence during the school hours. Application to the employee's principal or other immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies), and the applicant for such leave shall not be required to state the reason for such leave other than that the leave is being taken under this section. The granting of such requests must be approved by the immediate supervisor. Effective September 1, 1986 all employees shall be required to state the reasons for requesting the employee's last available personal leave day for the year..
- c. One day of such personal leave may be accumulated so as to permit the secretary a maximum of three (3) personal days in one school year.
- d. The actual time necessary for appearance in the court or before a state administrative agency pursuant to a duly issued subpoena. The subpoena shall be presented to the building principal in advance of the appearance at court or the administrative agency for approval.

- 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 the secretary 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.

3. Extended Leaves of Absence

- a. A leave of absence without pay of up to two (2) years shall be granted to any secretary, who has acquired tenure, who joins the Peace Corps or VISTA. Upon return from such leave of absence, the secretary shall assume the position on the guide which would have been held had the secretary continued in service.

- b. Military leave without pay shall be granted to any tenured secretary entering the military service of the United States. Upon return, such secretaries shall be entitled to the benefits, rights and privileges which they would have had or acquired if they had actually served in such employment during such period of leave of absence in accordance with N.J.S.A. 18A:6-33 and N.J.S.A. 38:23-4.
  - c. A leave of absence without pay of up to one (1) year may be granted to a tenured secretary for the purpose of caring for a sick member of the secretary's immediate family, which is defined as father, mother, brother, sister, husband, children, father-in-law, mother-in-law, grandmother or grandfather.
  - d. The Board may grant such additional leaves of absence without pay as it may deem necessary and appropriate.
4. Maternity And/Or Child Care Leave Policy
- a. A secretary, who becomes pregnant, shall notify the Superintendent of such pregnancy as soon as it is 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 period, the Board may deny such leave or modify the length of time requested. If the physician's certificate produced by the secretary or the advice of the impartial physician supports the length of the requested leave period, the Board shall grant such leave except if the granting would substantially interfere with the administration of the school. Upon granting of such leave, the term may be extended or reduced based upon medical reasons upon application by the secretary to the Board for such extension or reduction. Such application shall be supported by a certificate of a physician. In the event of a dispute concerning the physician's certificate, the matter shall be

referred to the County Medical Society for determination as set forth above. If there is no dispute with respect to the application for extension or reduction based upon medical reasons, such leave shall be extended or reduced provided it shall not interfere with the administration of the schools.

- d. A nontenured secretary shall acquire no right to obtain an extension of such leave beyond the end of the contract year in which such leave is obtained. Further, such nontenured secretary shall have no right to return to the secretarial duties in the subsequent school year unless a contract has been offered by the Board and accepted by the secretary in accordance with the appropriate statutes.
- 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, the secretary 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 to the termination of the requested leave time once it has been approved.
- h. Sick leave shall be granted to a secretary on maternity leave in accordance with provisions of N.J.S.A. 18A:30-1 et seq., and applicable rules, regulations, laws, agency and court decisions.

-  
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 while such secretaries were acting in the discharge of their duties and within the scope of their 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 assignment of those rights of the staff member that may be required in order for the Board to commence an action to recover such costs.

C. The Board shall provide each secretary a lockable place at the secretary's work place which can be used to secure personal property.

-  
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, mimeograph 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 expendable supplies used in conjunction with such equipment.
- D. The Secretaries shall have in each school building space on a bulletin board in each faculty lounge. Copies of all materials to be posted on the bulletin board shall be given to the building principal.

E. The Secretaries shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary. All materials will be submitted to the building principal for distribution. Normal distribution procedures shall be followed.

-  
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 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 grievances of Secretaries through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which secretaries are afforded adequate opportunity to dispose of their differences in a professional manner without, where possible, invoking the Board of Education in time-consuming and costly proceedings.

C. Procedure

1. A grievance to be considered under this procedure must be initiated within 20 days of its occurrence. The same time limit shall apply to 10 or 11 month secretaries during the month(s) they do not work.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the "aggrieved" to proceed to the next step. Failure of the "aggrieved" to proceed to any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to

expedite the process. The time limits specified may, however, be extended by mutual agreement.

4. In the event a grievance is filed at such a time that it cannot be processed through all the steps in this grievance procedure by the end of the contract year, the time limits set forth herein shall be reduced so far as practicable so that the grievance procedure may be exhausted prior to the end of the contract year, or as soon thereafter as possible.
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 the grievance at Level One, the grievance may be formally filed 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 the written decision.

8. Level Three - If the aggrieved person is not satisfied with the disposition of the 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 the aggrieved, whichever is later, the Association may within five (5) days after the decision by the building principal or appropriate administrator, or fifteen (15) days after the delivery of the grievance to the building principal or appropriate administrator, whichever is sooner, refer the grievance to the Superintendent or designee.
9. Level Four - If the aggrieved person is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) days after the grievance was delivered to the Superintendent, the Association may within five (5) days after a decision by the Superintendent or fifteen (15) days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance through the Superintendent to the Board or a committee designated by the Board. The grievance shall set forth the elements contained in Level Two together with all other prior

decisions. A Board level grievance hearing may be held if requested by either party, but even if requested the hearing at this level is not mandatory. The Board shall respond within thirty (30) calendar days of receipt of the grievance.

10. Level Five - In the event an employee is dissatisfied with the determination of the Board, the Association may submit a formal demand for arbitration pursuant to the rules and regulations of the American Arbitration Association.

The only grievances 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 grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

D. Rights of Secretaries to Representation

1. Any party in interest may be represented at all stages of the formal grievance (including Level One) by a representative of their choosing.
2. No reprisals of any kind shall be taken by the Board or by the secretaries against any party in interest or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. If the secretaries should deem that a grievance is system-wide, a committee of that group shall produce evidence of this fact and meet informally to make such a presentation to the Superintendent of Schools. The Superintendent will then determine whether such a grievance is system-wide and, if so, he shall reply in writing within five (5) days.
2. If the secretaries are dissatisfied with the decision rendered by the Superintendent after the informal discussion, they shall proceed to Level Three.
3. Decisions rendered at all Levels of this procedure shall be submitted to the aggrieved and the Association.

4. All documents, communications and records dealing with the process of a grievance shall be filed in a separate grievance file and not be kept in the personnel file of any of the participants.
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 designee determine that there is no alternative, release time may be provided.

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.
10. With the exception of Level Five, it is agreed that the Board and the Secretaries shall individually assume costs for any secretarial services in connection with the processing of the grievance. In the event, however, that the parties mutually agree that a transcript of the proceedings or other memorandum is desirable, the cost of such transcript or memorandum shall be shared by the Board and the Secretaries.
11. The cost for the services of an arbitrator, including per diem expenses, if any, actual and necessary travel, cost of the hearing room, and subsistence expenses, shall be borne equally by the Board and Association. Any other expense incurred shall be paid by the party incurring same.
12. It has been heretofore acknowledged that the non-rehiring of a non-tenured secretary shall not be the subject of a grievance. However, such non-tenured secretary shall have the right to a conference with the Superintendent concerning the matter. Such a conference shall be requested within ten (10) days after notification of the non-rehiring and be held within ten (10) days from the date of the request. There shall be no further appeal from this conference.

-  
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 Secretaries' Association for any legal activity in carrying out that office, nor shall the Secretaries' Association or any of its members encourage or conduct a strike, impose sanctions or undertake any concerted activity which shall cause a slow-down or disruption of any of the operations and activities of the school system. Any grievance arising under and out of this Agreement shall be prosecuted within the framework of the Grievance Procedure. The Board acknowledges that it shall fully comply with all of the obligations and responsibilities imposed upon it by this Agreement and shall take no action or conduct any activities which shall impair the operation of this Agreement.

-

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 may exist 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 a current office, position or employment, then the secretary shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Secretaries' Association present to advise and represent the secretary during such meeting or interview.



2. Whenever a Secretary is required to appear before a principal or other administrator for a formal evaluation conference, such Secretary shall have the privilege to adjourn the conference, if after its commencement the Secretary believes that such conference could adversely affect the continuation of the Secretary in a current position, salary, or salary increment. The purpose of such adjournment would be to provide the Secretary with an opportunity to obtain the services of a local representative to be present to counsel and advise the Secretary during such subsequent conference.
3. The principal or administrator, in case of an adjournment, may request the presence of the Superintendent or his designee during the subsequent conference. It is understood and agreed that the privilege to adjourn the conference by the Secretary shall not be acquired until after the commencement of the original conference, and the Secretary has determined that the conference is adversely affecting his or her position, salary, or salary increment. Arrangements for a subsequent conference shall be made within three (3) working days and the subsequent conference shall take place no later than ten (10) working days after the adjournment.

D. No Secretary shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

-

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 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 4:00 p.m.

-  
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

Vacation time earned in one school year must be used in the following school year and vacations shall be noncumulative.

- B. Eleven (11) month secretarial personnel shall receive 11/12ths of the paid vacation days provided in Section 2.A. above in accordance with the number of years of service in the District.
- C. Ten (10) month secretarial personnel shall receive 10/12ths of the paid vacation days provided in Section 2.A. above in accordance with the number of years of service in the District.
- D. Those secretaries who have completed eleven (11) years of service by June 30, 1980, will receive twenty-three (23) working days vacation, or the appropriate proportion thereof if they are ten (10) or eleven (11) month employees, until they have completed twenty (20) years of service.
- E. Ten (10) and eleven (11) month secretarial personnel shall receive vacation in accordance with the schedule contained in Section A. or D. above and shall be permitted to take the vacation days during the year in which the days are earned. New ten and eleven month employees shall not be entitled to take vacation for the first six months of employment. At that point they shall be entitled to one day per month earned in the preceding school year to a maximum of ten (10) plus their entitlement for their first full year of employment.
- F. Vacation pay entitlement at the time of termination, after at least six (6) months of employment, will be determined as follows:

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

- 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.
- H. Employees will schedule vacation days through their immediate supervisor. In the event that an employee's request for use of vacation days is denied by the supervisor, the employee shall have the right to a review of the denial by the Superintendent.

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 than an eleven (11) month secretary is asked to work at times other than those provided in Section 1.B. above, the secretary shall receive a holiday in lieu of July 4th.
- C. Ten (10) month secretaries shall receive all the holidays provided in Section 3.A. above except 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 XIII

ENTIRE AGREEMENT

This Agreement and its appendices shall constitute the entire Agreement between the parties and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

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 and 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 XV

NON-DISCRIMINATION CLAUSE

The Board of Education and the Association agree that no discrimination shall be carried on in any of their practices, and that the policies of both organizations, as well as the application and in the administration of this Agreement, there shall not be any discrimination on the basis of race, creed, color, religion, national origin, sex, age, domicile or marital status.

- 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 XVII

SENIORITY AND SECURITY

1. School district seniority is defined as services by appointed employees in the school district in the collective bargaining unit covered by the agreement. An appointed employee shall lose all accumulated school district seniority if the employee:
  - Resigns or is discharged for cause, irrespective of whenever the employee is subsequently rehired by the school district.
2. In the event of reduction of force, tenured employees shall be laid off in the inverse order of seniority of the employee in the specific job category (e.g. 12 month secretary, executive secretary). Should a tenured employee have seniority in more than one category, the employee retains seniority in only those categories, but it will be cumulative across all categories at the lowest level only.
  - A. At least 30 days notice will be provided an appointed tenured employee should a reduction in force occur.
  - B. Appointed tenured employees released due to a reduction in force shall be notified of all vacancies that occur within 60 days of their release. Such notification shall be made by letter addressed to the employee's last known address in the employee's personnel file. Within 5 days the employee shall notify the Board if the employee desires to return to the work involved in the notice. If the employee meets the qualifications for the position, the employee shall return to work with the accumulated seniority prior to the layoff.

Wages will be determined for the specific duties at the time of reappointment.

-  
ARTICLE XVIII

NOTICE OF VACANCIES

1. All vacancies shall be adequately publicized by the Superintendent or 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 designee within the time limit specified in the notice, and the Superintendent or 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 XIX

INVOLUNTARY TRANSFER

In the event that the employee objects to an involuntary transfer, the employee shall be given an opportunity to meet with the Superintendent prior to the effective date of the transfer. At the employee's option, an Association representative may be present at the meeting.



ARTICLE XX

TERM OF THE AGREEMENT

This Agreement shall be effective on July 1, 1989, and shall continue and remain in full force and effect to and including June 30, 1993, 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.

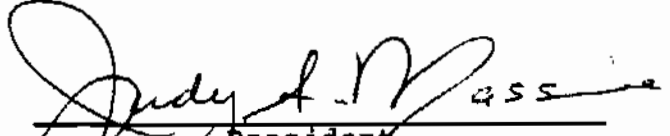
Attest:

SCOTCH PLAINS-FANWOOD  
BOARD OF EDUCATION

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

SCOTCH PLAINS-FANWOOD ASSOCIATION  
OF EDUCATIONAL SECRETARIES

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Secretary

SALARY GUIDES FOR 1989-90 (See attached chart for guide movement.)

STEP	10M CLK/TYP.	10M SEC/OA	11M SEC/OA	11M ELEM EX.SEC.	12M SEC/OA	EX.SEC/ BKPR.
1	11098	12562	13706	14551	15098	17958
2	11303	12860	14054	14859	15397	18281
3	11517	13207	14412	15198	15720	18618
4	11854	13658	14910	15612	16112	19220
5	12305	14109	15512	16491	16878	20014
6	13256	15048	16491	17729	18116	21912
7	14325	16303	17882	19061	19624	23828
8	15480	17562	19475	20693	21340	25742
9	16729	18974	21328	22528	23228	27878
10	18124	20559	22506	23774	24520	29343

SALARY GUIDES FOR 1990-91 (See attached chart for guide movement.)

STEP	10M CLK/TYP.	10M SEC/OA	11M SEC/OA	11M ELEM EX.SEC.	12M SEC/OA	EX.SEC/ BKPR.
1	12269	13877	15134	16062	16663	19805
2	12495	14205	15517	16401	16992	20160
3	12729	14586	15909	16773	17346	20530
4	13100	15081	16457	17228	17777	21191
5	13595	15577	17118	18193	18619	22064
6	14640	16609	18193	19554	19979	24149
7	15814	17989	19722	21017	21636	26254
8	17083	19370	21472	22810	23520	28356
9	18458	20922	23507	24826	25595	30703
10	19211	21792	23856	25200	25991	31103

SALARY GUIDES FOR 1991-92 (See attached chart for guide movement.)

STEP	10M CLK/TYP.	10M SEC/OA	11M SEC/OA	11M ELEM EX.SEC.	12M SEC/OA	EX.SEC/ BKPR.
1	13364	15060	16455	17525	18284	21687
2	13590	15405	16835	17854	18613	22062
3	13838	15765	17255	18226	18974	22452
4	14095	16183	17686	18634	19363	22858
5	14502	16727	18287	19134	19836	23584
6	15045	17271	19013	20193	20761	24542
7	16193	18404	20193	21687	22254	26831
8	17647	20085	22037	23458	24237	29308
9	18874	21435	23792	25261	26140	31449
10	19864	22500	24588	25912	26651	31970
11	20364	23100	25288	26712	27551	32970

SALARY GUIDES FOR 1992-93 (See attached chart for guide movement.)

STEP	10M CLK/TYP.	10M SEC/OA	11M SEC/OA	11M ELEM EX.SEC.	12M SEC/OA	EX.SEC/ BKPR.
1	14528	16326	17896	19065	19884	23603
2	14775	16704	18311	19424	20244	24012
3	15046	17097	18770	19831	20638	24438
4	15327	17553	19241	20276	21063	24882
5	15971	18148	19898	20822	21581	25675
6	16965	19342	21290	22579	23191	27322
7	17619	19979	21979	23612	24222	29223
8	19026	21635	23813	25365	26207	31747
9	20693	23437	25757	27317	28164	33698
10	21586	24486	26805	28315	29204	34948

SALARY GUIDE MOVEMENT CHART

1988-89 STEP	1989-90 STEP	1990-91 STEP	1991-92 STEP	1992-93 STEP
				1
			1----->	2
		1----->	2----->	2
	1----->	2----->	3----->	3
A----->	2----->	2----->	3----->	3
B----->	3----->	3----->	4----->	4
C----->	4----->	4----->	5----->	5
D----->	5----->	5----->	6----->	6
E----->	6----->	6----->	7----->	7
F----->	7----->	7----->	8----->	8
G----->	8----->	8----->	9----->	9
H----->	9----->	9----->	10----->	10
I----->	10----->	10----->	11----->	10

Employees move horizontally on this chart over the four years of this agreement. An employee on Step A in 1988-89, for example, moves to Step 2 in 1989-90, remains on Step 2 in 1990-91, moves to Step 3 in 1991-92, and remains on Step 3 in 1992-93. An employee on Step I in 1988-89 moves to Step 10 in 1989-90, remains on Step 10 in 1990-91, moves to Step 11 in 1991-92, and then goes to Step 10 in 1992-93.

