

ARTICLE I RECOGNITION

- A. Pursuant to Chapter 303, Public Laws of 1968 of the State of New Jersey, the Franklin Township Board of Education hereby recognizes the Franklin Township Association of Educational Secretaries as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for all individuals under contract with the Board in the following unit:
- (a) Secretarial, Clerical and Accounting Personnel,
but excluding probationary employees.
- B. Unless otherwise specified in this agreement the personnel included in this unit described above shall be referred to as clerical personnel.

1969-1970

ARTICLE II NEGOTIATION PROCEDURE

- A. In accordance with the provisions of Chapter 303, Public Laws 1968 of New Jersey, the parties agree to commence negotiations for a successor Agreement not later than October 1, 1969.
- B. Upon the request by the Association President, the Board agrees to make known to the Association President when and where information is available that the Board is required to release by law.
- C. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- D. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals consider proposals, and make counterproposals in the course of negotiations. However, final approval must be granted by a majority of the entire Board.
- E. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE III GRIEVANCE PROCEDURE (continued)

4. STEP 1. If a grievant has a problem, he should first discuss the problem informally with his immediate supervisor, (see attached copy of Listing of Supervisors) who will attempt to resolve it. The superior will be allowed seven (7) calendar days to study the problem before giving the grievant his determination.
5. STEP 2. If the grievance is not resolved by the respective superior to the satisfaction of the grievant in Step 1, the grievant has seven (7) calendar days in which to put his grievance in a formal fashion; it shall be in writing indicating the nature of his complaint, and the specific facts that he is concerned about. This would be sent to the superior with whom he had the informal conference. The superior's decision must be rendered in writing within seven (7) calendar days of the receipt of the formal complaint.
6. STEP 3. If dissatisfied with the action taken at the 1st and 2nd steps, the grievant may within seven (7) calendar days appeal the complaint to the Superintendent of Schools. A written report from the person or persons to whom the appeal has been previously made shall be submitted with the appeal of the employee. The Superintendent of Schools or his designated representative shall have fourteen (14) calendar days for the purpose of reviewing the formal complaint and rendering a decision in writing.
7. STEP 4. If the individual is dissatisfied at this step, the grievant may, within seven (7) calendar days appeal in writing directly to the Board of Education through the Board Secretary. A copy shall be concurrently sent to the Superintendent. The Board of Education shall hold a hearing with the grievant and shall render a decision within thirty (30) calendar days after receipt of the complaint.
8. STEP 5. Within 10 days thereafter, if the grievant is not satisfied with the disposition of this grievance at level 4, and if it is mutually agreeable to both parties in interest, an arbitrator shall be selected according to the rules of the Americal Arbitration Association. The decision of the arbitrator shall not be binding.

ARTICLE III GRIEVANCE PROCEDURE (continued)

D. Miscellaneous Section:

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step.
2. Failure at 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. The immediate superiors for all clerical personnel shall be as set forth in Appendix A hereto annexed.
4. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
5. If in the judgment of the Association a grievance affects a group or class of employees, the Association may submit such grievance, in writing, to the Superintendent directly and the processing of such grievance shall be commenced at Step 3.

ARTICLE IV EMPLOYEE RIGHTS

- A. No clerical employee shall be disciplined without just cause. Such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure with the exception of the case involving the discharge of a non-tenure clerical employee.
- B. Whenever any employee is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

ARTICLE V ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association or its representatives will have the right to use school buildings at all reasonable hours for official purposes, provided such usage has been cleared by the appropriate administrator, which shall not be unreasonably denied. The current Board Policy on Use of School Buildings shall apply. (P-701,702,703,704, and 705)
- B. The Association shall have the right to use the inter-school mail facilities with the approval of the appropriate administrator, which shall not be unreasonable denied.
- C. Whenever any representative of the Association or any employee is scheduled by the Board or any of its representatives to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

ARTICLE VI HOLIDAYS

- A. Secretarial and Clerical employees shall work the contract year except nineteen (19) days as designated by the Superintendent of Schools based on the school calendar for 12 month employees; and eighteen (18) days as designated by the Superintendent of Schools based on the school calendar for 10 month employees.
- B. The Franklin Township Association of Educational Secretaries may submit a list of suggested holidays to the Superintendent of Schools for his consideration.
- C. Clerical personnel shall be eligible to receive two (2) days personal leave to be deducted from the total number of days stated in Section A above. Application should be made to the principal in advance when possible and approved by the Superintendent. No personal leave days will be granted on in-service training days or immediately before or after holidays. An application received more than a week after the absence will not be approved as personal leave. Two (2) days personal leave shall be for the contract year and shall not be cumulative.
- D. Part-time secretarial and clerical staff members shall be eligible to receive one-half day personal leave. Application should be made to the principal in advance when possible and approved by the Superintendent. No personal leave days will be granted on in-service training days or immediately before or after holidays. An application received more than a week after the absence will not be approved as personal leave. The one-half day personal leave is for the contract year and shall not be cumulative.
- E. Clerical personnel shall have legal holidays scheduled in conjunction with the school calendar.
- F. Holidays not heretofore mentioned shall be scheduled with the recommendation of the Secretarial Coordinating Council and approval of the Superintendent.
- G. Clerical personnel are expected to work either during Christmas or Easter Recess when the offices are open.

ARTICLE VII MISCELLANEOUS PROVISIONS

- A. Employees shall be notified of their employment and salary status within a reasonable time upon completion of an Agreement with the Franklin Township Association of Educational Secretaries and the Board.
- B. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be Contrary to Law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by Law, but all other provisions or applications shall constitute in full force and effect.
- C. Copies of the Agreement shall be prepared at the expense of the Board within thirty (30) days after the Agreement is signed and shall be made available to all clerical-secretarial staff members.
- D. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision (s) of this Agreement, either party shall submit in writing and have acknowledged a letter sent to:
1. If by Association, to the Board at 761 Hamilton Street, Somerset, New Jersey 08873
 2. If by the Board, to Association at 761 Hamilton Street, Somerset, New Jersey 08873.
- E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE VIII POSTING OF POSITION VACANCIES

Vacancies in new and existing positions in the unit shall be posted in all offices not later than two weeks before the final date for application for the position. All applicants must apply in writing and all applicants shall be given the opportunity for an interview.

ARTICLE IX HOURS OF WORK

A. Full time secretarial and clerical employees will work thirty-five (35) hours per week.

Part time secretarial and clerical employees will work seven-teen and one half (17½) hours per week.

B. Building hours are to be studied by the Administration with the aid of the Secretarial Coordinating Council.

ARTICLE X REST PERIOD

All employees shall be entitled to a 10 minute break in the morning, and all employees shall also be entitled to a 10 minute break in the afternoon.

ARTICLE XI OVERTIME PAY

- A. Overtime performed on weekdays, Saturdays, Sundays, and holidays, shall be compensated at $1\frac{1}{2}$ times the hourly rate. Overtime is defined to mean hours worked over the first $37\frac{1}{2}$ work hours per week.
- B. The regular contract hourly rate is computed at $1/7$ of $1/200$ of a 10 month worker's contract and $1/7$ of $1/240$ of a 12 month worker's contract.
- C. The rate of pay between 35 and $37\frac{1}{2}$ hours shall be at the regular contract hourly rate.

ARTICLE XII WORK BEYOND THE CONTRACT YEAR

- A. A contract will be issued to any 10 month employee employed beyond his normal contract period by mutual agreement.
- B. Any work performed beyond the 10 month period for 10 month employees shall be compensated for at the rate of 1/200 of their contract.

ARTICLE XIII REIMBURSEMENT FOR ATTENDANCE AT WORKSHOPS

Clerical employees who are required by the Board of Education to attend meetings, workshops or conferences shall be reimbursed for reasonable authorized expenses.

ARTICLE XV OFFICE PERSONNEL - VACATIONS

A. Vacation for clerical employees will be as follows:

5 days granted after 6 months of service prior to July 1 of any year and add one additional day's vacation for each month of service in addition to the six months, but the total vacation shall not exceed 10 days in all. This policy applies to twelve month personnel only.

10 days granted after 1 year of service prior to July 1 of any year.

15 days granted after 5 years of service prior to July 1 of any year. ✓

20 days granted after 10 years of service prior to July 1 of any year. ✓

B. Experience credit shall be given to a ten-month clerical employee toward vacation as a twelve-month employee when the employee changes to a twelve-month position, on the basis of 83-1/3% of the total time in service.

C. Vacation schedules must be approved in advance by the immediate supervisor, appropriate administrator, and the Assistant Superintendent for General Administration. Such approval shall not be unreasonably withheld.

ARTICLE XVI INSURANCE PROTECTION

The Board of Education will pay the following percentage of costs for insurance protection:

	<u>Hospitalization and Medical Insurance</u>	<u>Major Medical</u>
Single	100%	100%
Family	75%	50%

ARTICLE XVII SECRETARIAL AND CLERICAL COORDINATING COUNCIL.

- A. The parties agree to establish a Secretarial and Clerical Coordinating Council to consist of three members designated by the Franklin Township Association of Educational Secretaries and three members appointed by the Superintendent of Schools to study matters of concern to the Secretarial and Clerical Staff.
- B. This Council shall meet at least once each calendar quarter and at such other times as the Council determines necessary.
- C. The Council shall establish its own rules of procedure.
- D. The function of the Council is to recommend, through the Superintendent, to the Board of Education, points for consideration with the establishment of policies and practices pertinent to the items studied; and the Board agrees that it will give serious consideration to the recommendations of the Council and to take all reasonable steps to implement such recommendations, subject to fiscal and legal limitations.
- E. The Council shall be established as soon as possible after signing of the contract.

ARTICLE XVIII SICK LEAVE, DEATH IN FAMILY, MATERNITY LEAVE

Sick Leave - Secretarial and clerical personnel shall be allowed ten days sick leave per year, effective the first day of employment. If any secretarial or clerical personnel requires, in any school year, less than this specified number of days of sick leave with pay allowed, all days of such leave not utilized that year shall be cumulative to be used for additional sick leave in subsequent years. Sick Leave is defined to mean absence of secretarial and clerical personnel because of personal disability due to illness or injury, or because of exclusion from work on account of contagious disease. When absence because of illness exceeds the annual leave and the accumulated leave, a day's salary (1/200 of the annual salary on a ten months' basis or 1/240 of the annual salary on a twelve months' basis) shall be deducted for each day of such absences.

Death in Family - Death in the Immediate Family: Five days with pay: Includes Father, Mother, Sister, Brother, Son, Daughter or any member of the family living in the household of the employee. Death in the family - not immediate - one day's leave with pay: Includes Aunt, Uncle, Grandparent, Mother-in-law, Father-in-law, Niece, Nephew, Grandchild, Grandparents of husband or wife, first cousin, Brother-in law, Sister-in-law.

These days are not deducted from the sick leave.

Absence Not Covered By Rules - The payment of salary in cases not covered by rules will be determined by individual consideration by the Board of Education.

ARTICLE XVIII SICK LEAVE, DEATH IN FAMILY, MATERNITY LEAVE (continued)

Maternity Leave of Absence -

1. Leave of absence for maternity applies to tenure personnel only.
2. Application for leave by tenure clerical and secretarial personnel or resignation by tenure clerical and secretarial personnel shall be made six months prior to expected birth.
3. Beginning of leave or termination of employment shall be determined by the Superintendent, normally to start at the end of five months of gestation.
4. Return will be permitted only at the beginning of a school year. Exceptions may be made if an urgent need arises during the year. A statement from a physician stating that the person was in good health will be required.
5. No maternity leave shall exceed two years.
6. No credit for experience will be given during the employee's leave of absence.
7. Salary increases and adjustments granted to other clerical and secretarial personnel will be granted to persons who have been on leave and no salary will be paid during maternity leave of absence.
8. Clerical and secretarial personnel granted a maternity leave, shall upon resuming her regular duties, be eligible for the same salary she would have received had she completed the school year in which the leave was granted, assuming the leave was granted after January 31.
9. No leave will be granted for non-tenure clerical and secretarial personnel, but principles of the above policy shall apply otherwise.

ARTICLE XIX EMPLOYMENT AND TERMINATION POLICY

- A. Secretarial and clerical personnel may have their contract terminated either by two weeks notice given by the employee, or by the employer for cause or by giving two weeks notice.
- B. All appointments of secretarial and clerical personnel will be subject to this policy of the Board of Education.

ARTICLE XX SALARIES

The salaries of all clerical personnel shall be as established in the January 30, 1969 Memo of Understanding Attached hereto.
See APPENDIX B.

ARTICLE XXI DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1969, and shall continue in effect until June 30, 1970, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

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

Franklin Township Association
of Educational Secretaries

BY _____
President

Franklin Township Board
of Education

BY _____
President

BY _____
Secretary

BY _____
Secretary

APPENDIX A LISTING OF SUPERVISORS

A. The immediate supervisors for all clerical and secretarial personnel are listed as follows:

Supervisors

Superintendent's Office Personnel	Superintendent of Schools
Nurse's Office Personnel	Principal
Main Office, Intermediate School	Principal
Main Office, High School	Principal
Guidance Office, Intermediate	Principal
Guidance Office, High School	Principal
Library Personnel, Intermediate	Principal
Library Personnel, High School	Principal
Department Chairman's Secretary	Principal
Special Services Secretary	Asst. Supt. - Instruction
Business Office Personnel	Board Sec. & School Bus. Admin.
Asst. Supt.'s Secretaries	Asst. Supt. - Instruction -
	Asst. Supt. - General Admin.
Payroll Supervisor	School Bus. Admin.
Instructional Division Personnel	Asst. Supt. - Instruction
Secretarial Pool Personnel	Asst. Supt. - Instruction
Elementary School Secretaries	Principal
Clerk-Media Center	Coordinator of Media Center

(The above is subject to change as personnel and organization may change).

B. In any individual case where the immediate supervisor may not be clearly defined, clarification should be obtained from the Asst. Supt. for General Administration.

APPENDIX B SALARIES

1. All clerical employees are to receive a 5% salary increase, based upon their present contract salary, upon the recommendation of their immediate supervisor, after proper consultation with the employee. This is effective July 1, 1969 for the school year, 1969-70.
2. In addition, 1% increase for all employees within grade. This increase not to exceed maximum salary of grade.
3. A new employee may be granted 4% a year experience credit not to exceed the mid-point of the grade range.
4. For reclassification, current employees will be granted 4% per year experience credit in Franklin Township up to the mid-point of the range to which they are being reclassified.
5. In computing the new salary of an employee, the 5% will be computed first. The 1% should then be applied within the grade (except for people who are above the maximum). Upon reclassification, after previous steps have been taken, 4% experience credit may be applied, up to the mid-point of the grade range.
6. An employee who falls below the range minimum would be given an additional increase to get them to the minimum for the grade.
7. Promotion of employees:
 - a. For a one grade promotion, the difference between the two ranges would be given (10%). The increase would be at least 10%. In no case should the employee fall below the minimum for the grade.
 - b. If the employee is above the old range, she will receive an increase if the salary falls in the new range. The employee can receive an increase to the maximum, or 10% whichever is less.
 - c. If an employee goes from one grade to another, and is already above the maximum of the new grade, the employee receives a maximum increase of 2%.
 - d. If the promotion is more than one grade, the employee receives the minimum of the new grade level, or 10%, whichever is higher.

APPENDIX B SALARIES (continued)

<u>Grade</u>	<u>Minimum*</u>	<u>Maximum*</u>
3	3,812.00	4,955.00
4	4,193.00	5,451.00
5	4,612.00	5,986.00
6	5,074.00	6,595.00
7	5,581.00	7,254.00
8	6,138.00	7,980.00

The following classifications as currently exist are related to this salary guide as follows; and will be subject to reclassification according to the "Outline For Preparation of Job Descriptions and Classifications and Grading" as agreed to by the FTAES and the Board.

Gr. 3-Clerk Typist: Gr. 4-Clerk Steno Gr. 5-
 Supt's Office, Bd. Heads of Dept., Recpt. in Supt's
 Office, Nurse's Guidance, Vice- Office, Elem. Sch.
 Office, Register Princ., Library, Sec., P.T. Elem.
 Attendance, Instr. Spec. Serv., Secy.
 Div. P.T. Asst's., Bus. Office,
 H.S. Switchboard, Jr. H. V. Prin.
 Elem. V.P. Sr. H. V. Prin.

Gr. 6	Gr. 7	Gr. 8
Acctg; bkpg.	Payroll Super.	Exec. Secy.
Jr. H. Prin.		
Sr. H. Prin.		
Secy. of Bd.		
Asst. Supt.		

APPENDIX B (continued)

Negotiations to resume on February 7, 1969 regarding Articles 2 through 9 Sections A, B and D of the Proposed Agreement, and conclude by February 28 or extended by mutual agreement, if necessary, to conclude no later than March 15, 1969.

Discussion and review on reclassifications of clerical employees to resume on or before April 14, 1969, with respect to all positions recommended by Cresap and the Association, and to conclude no later than June 30, 1969.

In witness whereof this Memorandum of Understanding has been signed by the President and Secretary of the Franklin Township Association of Educational Secretaries and the Franklin Township Board of Education on the 30 day of January, 1969.

Franklin Township Association of Franklin Township Board
Educational Secretaries: Of Education

President

President

Secretary

Secretary

APPENDIX C OUTLINE FOR PREPARATION OF JOB DESCRIPTIONS,
CLASSIFICATION AND GRADING

To be completed with by June 30, 1969:

1. Position Description Worksheet will be prepared by the employee.
2. Review by immediate supervisor of Position Description Worksheet, with comments by the supervisor.
3. Review of Position Description Worksheets by Administrative Implementation Committee.
4. Writing of preliminary job descriptions, classification, and grade assignments by Administrative Implementation Committee.
5. Review of preliminary job position description by the employees concerned and conferences with supervisors where desired.
6. Consideration of written or oral suggestions received by employees, supervisors and FTAES for modifications. These suggestions are to be submitted in writing to the committee by the individuals involved.

To be completed with by October 30, 1969:

7. Preparation of final draft of job descriptions, classifications, and grades by Administrative Implementation Committee, with aid of consultants, where necessary.
8. Following the final draft, a copy shall be submitted to the FTAES, for their review and comments, which will be reviewed by the Administrative Implementation Committee prior to making recommendations to the Board of Education. They may submit the above in writing or appear in person before the Administrative Implementation Committee, as per Memo of Understanding.