

*Agreement Between*

**THE METUCHEN BOARD OF EDUCATION**

*And*

**THE METUCHEN ASSOCIATION**

**OF EDUCATIONAL SECRETARIES**

**JULY 1, 2011  
Through  
JUNE 30, 2014**

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## **PREAMBLE**

The Board of Education of Metuchen, New Jersey and the Metuchen Association of Educational Secretaries do hereby agree that Boards of Education and their employees have an obligation to the public to insure optimum performance for the educational institutions in which they serve. In order to discharge this obligation, both must assert their full, continuing, and cooperative efforts to achieve the highest possible standards of health, safety, and welfare for every pupil of this District.

## **ARTICLE I RECOGNITION**

The Metuchen Board of Education (hereinafter referred to as the Board) recognizes the Metuchen Association of Educational Secretaries (hereinafter referred to as the Association) as the exclusive representative for collective negotiations concerning the terms and conditions of employment for the personnel in the Secretarial and Clerical categories but excluding: the Secretary to the Superintendent, Secretary to the Assistant Superintendent, Payroll Clerk, Bookkeeping Clerks, Assistant to the Board Secretary, and Secretaries assigned to Special Services, and any other confidential employees, managerial executives, professional employees and all others.

## **ARTICLE II BOARD RIGHTS**

The Association acknowledges that the employees of the Board which it represents are not entitled to strike or take any other collective action to disable the Board in the discharge of its statutory duty and the Association agrees that such action would constitute a material breach of this Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have, in law or equity, for injunction or damages, or both, in the event of such a breach.

## **ARTICLE III EMPLOYEE RIGHTS**

### **Section 1**

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every secretary as an employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted lawful activities for their mutual aid and protection. As a duly elected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any right conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey of the Constitution of New Jersey or of the United States; that it shall not discriminate

against any employee with respect to hours, wages, or any terms or conditions of employment by reason of her membership or nonmembership in the Association, her participation in any activities of the Association, collective negotiations with the Board, or her institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or condition of employment.

No employee shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

Whenever any employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in her employment or the salary or any increments pertaining thereto, then she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise her and represent her during such meeting or interview.

No employee shall be prevented from wearing pins or other normal identification of membership in the Association.

## Section 2

The parties shall construct an evaluation instrument appropriate for unit members.

## **ARTICLE IV** **NEGOTIATIONS PROCEDURE**

### Section 1 - Meetings

(a) Proposals instituted by the Association for negotiations will be submitted in writing to the Business Administrator or in his absence, to the Superintendent of Schools in accordance with PERC rules, and will be discussed with either of them, usually after working hours. If it is necessary for an Association officer or designee to be released from her duties during working hours to participate in the proposal presentation, the Board will release negotiating team. Such designee will suffer no loss of pay.

(b) Either the Board or the Association, upon written request, thereafter can convene a meeting for the purpose of conducting negotiations. A mutually convenient meeting date shall be set.

(c) All parties have the right to utilize the service of counselor consultants in the deliberations.

Section 2 - Agreement

When the Board and the Association reach agreement, it shall be reduced to writing.

Section 3 - Mediation and Fact-Finding

(a) If an impasse is reached during negotiations, the impasse will be resolved in accordance with the rules and regulations of the Public Employment Relations Commission and Chapter 303, Laws of 1968, as amended 1974.

(b) Every effort will be made to have the Mediation and Fact-Finding conducted after working hours. However, if it is necessary that such take place during working hours, requiring the release of Association officers, committee members, or employees, the Board will release only two (2) persons designated by the Association. Such designee will suffer no loss of pay.

**ARTICLE V**  
**GRIEVANCE PROCEDURE**

Section 1 - Grievance Defined

A "grievance" shall mean a complaint by an employee:

(a) That there has been as to her, a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement, or

(b) That she has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting Association employees, except that the term "grievance" shall not apply to any matter to which:

1. a method of review is required either by law or by any rule or regulation of the State Commissioner of Education having the force and effect of law, or
2. the Board of Education is without legal authority to act, or
3. a complaint of non-tenured employee which arises by reason of her not being re-employed. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance, each who signs the grievance.

Section 2 - Procedure

(a) Any individual Association employee of the District shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting her appeal. She shall have the right to present her own appeal or to

designate (a) representative(s) of the Association or other person of her own choosing to appear with her at any step in her appeal.

(b) A grievance to be considered must be taken up by the employee within ten (10) working days of its occurrence or within ten (10) working days after she would reasonably be expected to know of its occurrence.

(c) An employee shall first discuss and try to resolve with her immediate superiors (supervisor and principal) the nature of her complaint.

(d) If the complaint is not resolved to the employee's satisfaction with her immediate supervisor and/or the building principal within five (5) working days of its submission, the employee may submit her grievance to the Business Administrator in writing, specifying:

1. the exact nature of the grievance;
2. the results of previous discussion and efforts to resolve it;
3. her dissatisfaction with decisions previously rendered. (copy to the building principal)

(e) The Business Administrator shall meet with the employee within ten (10) working days from the receipt of the application.

(f) The Business Administrator shall advise the employee of his decision in writing within ten (10) working days after such meeting.

(g) If the Business Administrator fails to act as outlined in paragraph (e) or (f) above, or the employee is dissatisfied with the Business Administrator's decision, the employee, within five (5) working days of the failure and/or date of decision by the Business Administrator, may submit her grievance to the Board. This shall be in writing and shall include:

1. a copy of the letter to the Business Administrator, per paragraph (d) and;
2. a statement as to the dissatisfaction with the Business Administrator's action (copies to the Business Administrator and Superintendent).

(h) The Board shall take such steps as it deems necessary and desirable, which may include a hearing with the employee, to effect an equitable determination of the grievance and shall render its decision in writing to the employee within thirty-one (31) working days from the receipt of said grievance.

## **ARTICLE VI** **ARBITRATION**

### **Section 1**

It is the intent of the parties to this Agreement that the arbitration procedure herein shall serve as a means for the peaceable settlement of grievances which are not settled under Article V that may arise between them. If a request for arbitration is made by party, the rules and procedures of the Public Employees Relations Commission, PERC shall govern except as otherwise provided herein.

### **Section 2**

The recommendations of the arbitrator shall be final and binding on grievances processed as a violation, misinterpretation or inequitable application of any of the provisions of the Agreement per Article V, Section 1 (a) and shall be only advisory for all grievances processed per Article V, Section 1 (b).

### **Section 3**

If a grievance is not satisfactorily settled under Article V, Section 2 (h), it may be submitted to arbitration by the Association at its discretion, provided notice in writing of the intent to do so is given to the Board within five (5) working days of the decision under Article V, Section 2 (h).

### **Section 4**

After giving notice of intent to arbitrate as provided in Section 3 above, the Association must within ten (10) working days thereafter submit its request to the American Arbitration Association for the appointment of an arbitrator in accordance with its rules and procedures. Failure to comply with the provisions of this Article shall make the decision of the Board final and conclusive on said grievance unless the time limits herein provided for are extended by mutual agreement.

### **Section 5**

Each grievance will be arbitrated separately except those of a similar nature, pursuant to mutual agreement.

### **Section 6**

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any applicable policy of the Board.

Section 7

(a) All cost of and expenses incurred by the Arbitrator will be shared equally by the Board and the Association. The Board and the Association will bear the total cost incurred by each on behalf of their position. Every effort will be made to have arbitration conducted after working hours. Regardless of the release of Association officers, committee members or employees, the Board will release only two (2) Association designees, such designees to suffer no loss of pay, and as for any other employee, Committee members or Association officers required during arbitration, the Board will pay only the cost necessary to provide for two (2) substitutes, and the lost time will be borne by the employee or the Association as they determine. If the Board requires, as witnesses in the proceedings, employees of the school District, the Board will designate those who will suffer no loss of pay.

(b) If arbitration does take place during working hours in such a manner that only a partial day is required, the Association hereby agrees that regularly assigned Secretaries or Clerks will assume, as required, duties left uncovered as a result of such arbitration.

**ARTICLE VII**  
**VACATIONS**

Employees, after one (1) to three (3) years of employment, shall be entitled to two (2) weeks vacation, after four (4) to nine (9) years, they shall be entitled to three (3) weeks vacation and after ten (10) - fourteen (14) years, they shall be entitled to four (4) weeks vacation. These changes shall apply to only those employees hired after June 30, 1992. Vacation schedules in the previous contract will continue for employees hired to June 30, 1992.

**ARTICLE VIII**  
**HOLIDAY PAY**

Holidays for Association personnel shall include all days that school is closed according to the official school calendar, or closed due to emergency conditions, but not including that period when school is in recess during the summer.

Board declared holidays are as follows:

July 4<sup>th</sup>, Christmas Day, Labor Day, Day before New Year's Day, Thanksgiving Day, New Year's Day, Day after Thanksgiving, Good Friday, Day before Christmas, Memorial Day

**ARTICLE IX**  
**INSURANCE**

The Board agrees to provide health benefits consistent with the Teacher's contract.



**ARTICLE X**  
**SALARY**

Schedule A attached hereto represents the distribution agreed to by the parties for all new monies for the 2011-12, 2012-13 and 2013-14 school years.

**ARTICLE XI**  
**LEAVES OF ABSENCE**

**Section 1 - Sick Leave**

Non-certified ten-month employees paid on a salary basis are entitled to ten (10) days sick leave per year without loss of pay. Twelve-month employees are entitled to twelve (12) days sick leave per year, without loss of pay. All unused sick leave in any school year shall be cumulative. For the purpose of payout at termination only, sick leave for all persons hired after July 1, 1995, shall be capped at one hundred (100) days. All persons employed prior to that date shall continue to accumulate such days without limitation. All employees shall accumulate unlimited days for use in event of catastrophic illness. The Superintendent or Business Administrator may require an employee to present a doctor's statement or proof of illness. Employees will be notified by September 1 of each year of the amount of unused sick leave due them. Up to an additional twenty days of non-accumulative sick leave may be granted by the Superintendent at the employee's per diem salary minus the substitute's pay.

**Section 2 - Military Leave**

According to the State law every person holding a position in a school district in New Jersey who enters the armed forces shall be granted a leave of absence for the period of such service and for further periods under certain conditions. The laws in effect at the time will govern military leave the rights thereunder and benefits available.

**Section 3 - Emergency Leave**

Emergency leave not to exceed a total of five (5) days per occurrence with pay will be granted by the Superintendent for the following reasons:

**Death in the Immediate Family**

Immediate family shall mean spouse, child, grandchild, son/daughter-in-law, parent, parent-in-law, grandparent, brother, sister, or a relative who lives within the household. The absence may precede, include, or follow the death of a member of the immediate family.

Death in Non-Immediate Family

Non-immediate family shall mean niece, nephew, aunt, uncle, cousin, brother-in-law, sister-in-law, not living in the household of the staff member. Absence in this case shall be allowed, with pay, for the day of the funeral.

Serious Illness in the Immediate Family

Immediate family shall mean spouse, child, mother, father, brother, sister, grandparent, or a relative who lives within the household of the staff member.

Section 4 - Urgent Personal Business

An employee may be granted three days leave per year for urgent personal business matters, provided the employee makes application in writing to the Superintendent. All unused personal days shall be converted to accumulated sick days as of July 1 of each year.

Section 5 - Child Rearing Leave

Child rearing leave shall be consistent with State and Federal child rearing laws.

Section 6 - Court Order:

Absence from school by reason of a subpoena or legal process issued by any court shall be allowed, with pay, provided that the subpoena is filed with the Superintendent.

**ARTICLE XII**  
**MISCELLANEOUS**

Section 1

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws of the State of New Jersey and rules and regulations of the Board to direct employees of the school District; to hire, promote, transfer, assign, and retain employees in positions within the school District, and for just cause to suspend, demote, discharge, or to take other disciplinary action against employees;

to relieve employees from duties because of lack of work or for other legitimate reasons; to maintain the efficiency of the school District operations entrusted to them;

to determine the methods, means and personnel by which such operations are to be conducted, and

to take whatever actions may be necessary to carry out the mission of the School District in situations of emergency.

## Section 2

If any provisions of this Agreement are or shall at any time be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law.

## Section 3

Both the Board and the Association, by mutual agreement, hereby agree to follow the procedures outlined in this Agreement and to use no other channel to resolve any question or proposal until the procedures within this Agreement are fully exhausted. If another channel is utilized, the parties agree that the procedures established by this Agreement will be automatically declared inoperative in this specific situation.

## Section 4

It is understood by all parties that, under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

## Section 5

It is understood by all parties that the Association expressly agrees that negotiations will be conducted without use of pressure tactics or any practice generally defined within the term "sanctions", and to this end, the parties agree that during the period of negotiations, such period to be construed not to end until one or other of the parties fails to accept the recommendations of the Fact-Finder. If one is used, the only publicity accorded the negotiations by the parties will consist of a joint press release stating that "No Progress Has Been Made".

## Section 6

Association officers and committees will not perform Association business during working hours nor will Association meetings be conducted on school premises without authorization by the appropriate administrative officer. Posters or announcements pertaining to Association affairs will not be posted on bulletin boards or in any area accessible to the public or the students unless such have first been approved by the appropriate administrative officer.

## Section 7

Transfer policy as set forth in Board Policy No. 4130 will apply.

### Section 8

Association State and National representatives will first report to the principal and secure permission before visiting in the school or meeting with individual Association members or officer during working hours.

### Section 9

The Board upon proper individual authorization will deduct Association membership dues in accordance with NJ8.A.52:14-15.ge.

### Section 10

Substitutes will be provided where possible for any school secretary when absent from work for one day or more.

### Section 11

After three (3) full years of employment, any employee who leaves the district shall be paid at the rate of \$25.00/diem for all unused sick days.

### Section 12

Except for normally retained confidential records, materials shall be removed from an employee's file at her request after five (5) school years.

## **ARTICLE XII-A EMPLOYMENT IMPROVEMENT**

In-service training shall be provided to keep employees current on policy, procedure and statute changes. Such training shall take place during the regular workday or shall be run in conjunction with Teacher's Inservice programs.

Tuition Reimbursement - Employees shall be reimbursed for the cost of tuition and fees for job related courses taken. This reimbursement shall be made for college level courses only after such courses have been approved by the Principal and the Business Administrator.

Continuing Education Credit - Each group of(5) CEU credits (50 hours) shall be paid a one time stipend of \$150, which will not become part of the base salary.

## **ARTICLE XIII PROMOTIONS VACANCIES**

All vacancies in the system shall be posted on each staff bulletin board at least two (2) weeks prior to the closing application deadline. Notice shall include job title, job description, eligibility requirements, instructions for making application, and closing date for applications. The Superintendent or designee will forward

notices of vacancies to the President of the Association and to all Association representatives at least two (2) days prior to the scheduled date for public posting.

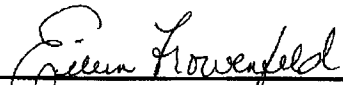
**ARTICLE XIV**  
**RELATIONSHIP OF THE PARTIES**

The Relationship of the parties is fully and exclusively set forth by this Agreement and by no means, oral or written.

**ARTICLE XV**  
**DURATION**


This agreement shall be in effect from July 1, 2011 through June 30, 2014. In witness whereof, the parties have hereunto affixed their signatures.

Metuchen Board of Education:

By:   
Eileen Frowenfeld, Board President

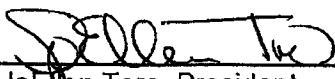
Date: 6/23/11

Attest:

By:   
Michael Harvier  
Business Administrator/Board Secretary


Date: 6/23/11

Metuchen Association of Educational Secretaries

By:   
JoEllen Toro, President

Date: 6/23/11

Witness:

By: 

Date: 6/23/11

Metuchen Association of Educational Secretaries Salary Guide

STEP	2010-2011	2011-2012	2012-2013	2013-2014
		\$ 820.00	\$ 837.00	\$ 854.00
A*	\$ 36,419.00	\$ 37,239.00	\$ 38,076.00	\$ 38,930.00
B*	\$ 37,519.00	\$ 38,339.00	\$ 39,176.00	\$ 40,030.00
C (A)	\$ 38,135.00	\$ 38,955.00	\$ 39,792.00	\$ 40,646.00
D (B)	\$ 39,276.00	\$ 40,096.00	\$ 40,933.00	\$ 41,787.00
E (C)	\$ 40,845.00	\$ 41,665.00	\$ 42,502.00	\$ 43,356.00
F (D)	\$ 42,414.00	\$ 43,234.00	\$ 44,071.00	\$ 44,925.00
G (E)	\$ 47,207.00	\$ 48,027.00	\$ 48,864.00	\$ 49,718.00
H (F)	\$ 48,348.00	\$ 49,168.00	\$ 50,005.00	\$ 50,859.00
I	\$ 49,261.00	\$ 50,081.00	\$ 50,918.00	\$ 51,772.00
<p>Secretaries employed as of 6-30-11, shall remain on the same salary step that they were on for the 2010-2011 school year for each year of this three year Agreement. Secretaries hired subsequent to 6-30-11 shall be placed on the guide and shall thereafter remain at the same step for each year of this three year Agreement. Salary increases for each year of this three year Agreement will be 2% per year divided equally among the secretaries with longevity and CEUs where applicable.</p>				

SIDEBAR AGREEMENT BETWEEN  
THE METUCHEN BOARD OF EDUCATION  
AND THE METUCHEN ASSOCIATION OF EDUCATIONAL SECRETARIES

The Metuchen Board of Education ("Board") and the Metuchen Association of Educational Secretaries (sometimes "Association") hereby agree to revise the collective negotiations agreement between the Board and the Association for the period from July 1, 2011 through June 30, 2014 ("CNA") as follows:

I. The Metuchen Association of Educational Secretaries Salary Guide set forth in the CNA shall be amended to read as follows:

Metuchen Association of Educational Secretaries Salary Guide

STEP	2010-2011	2011-2012	2012-2013	2013-2014
		\$ 820.00	\$ 1,240	\$ 1,277
A*	\$ 36,419.00	\$ 37,239.00	\$ 38,480.00	\$ 39,757.00
B*	\$ 37,519.00	\$ 38,339.00	\$ 39,579.00	\$ 40,856.00
C (A)	\$ 38,135.00	\$ 38,955.00	\$ 40,195.00	\$ 41,472.00
D (B)	\$ 39,276.00	\$ 40,096.00	\$ 41,336.00	\$ 42,613.00
E (C)	\$ 40,845.00	\$ 41,665.00	\$ 42,905.00	\$ 44,182.00
F (D)	\$ 42,414.00	\$ 43,234.00	\$ 44,474.00	\$ 45,751.00
G (E)	\$ 47,207.00	\$ 48,027.00	\$ 49,267.00	\$ 50,544.00
H (F)	\$ 48,348.00	\$ 49,168.00	\$ 50,408.00	\$ 51,685.00
I	\$ 49,261.00	\$ 50,081.00	\$ 51,321.00	\$ 52,598.00
<p>Secretaries employed as of 6-30-11, shall remain on the same salary step that they were on for the 2010-2011 school year for each year of this three year Agreement. Secretaries hired subsequent to 6-30-11 shall be placed on the guide and shall thereafter remain at the same step for each year of this three year Agreement. Salary increases for the 2011-2012 school year will be 2% divided equally among the secretaries with longevity and CEUs where applicable, which is included in the salary guide set forth above. Salary increases for the 2012-2013 and the 2013-2014 school years will be 2.95% divided equally among the secretaries with longevity and CEUs where applicable, which is included in the salary guide set forth above.</p>				

II. This Sidebar Agreement shall not constitute, be interpreted, construed or used as evidence of any past practice or precedent on the part of the Board and shall not be referred to in any proceeding by any party other than to enforce the express terms of this Sidebar Agreement.

III. This Sidebar Agreement is subject to approval by the Board.

METUCHEN BOARD OF EDUCATION

  
\_\_\_\_\_  
JONATHAN LIFTON  
Board President

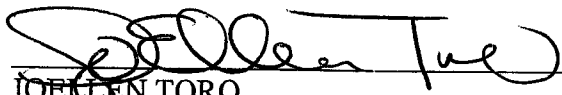
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Date

ATTEST:

  
\_\_\_\_\_  
MICHAEL HARVIER  
Business Administrator/Board Secretary

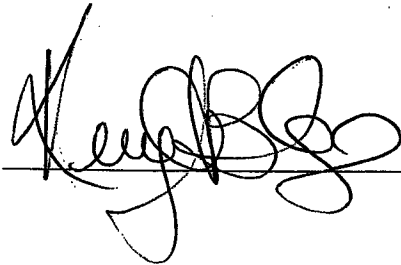
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Date

METUCHEN ASSOCIATION OF  
EDUCATIONAL SECRETARIES

  
\_\_\_\_\_  
JOELLEN TORO  
President

9-5-12  
\_\_\_\_\_  
Date

WITNESS:

  
\_\_\_\_\_

9-5-12  
\_\_\_\_\_  
Date