

THIS BOOK DOES
NOT CIRCULATE

75-76

A G R E E M E N T

between

THE BOARD OF EDUCATION

of

THE TOWNSHIP OF SOUTH BRUNSWICK

COUNTY OF MIDDLESEX, NEW JERSEY

and

THE SOUTH BRUNSWICK ASSOCIATION OF EDUCATIONAL SECRETARIES

July 1, 1975

LIBRARY
Institute of Management and
Labor Relations

SEP 5 1975

RUTGERS UNIVERSITY

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE NUMBER</u>
	PREAMBLE	1
	RESOLUTIONS	2
I	RECOGNITION	3
II	NEGOTIATIONS OF SUCCESSOR AGREEMENTS	4
III	RIGHTS OF THE BOARD	6
IV	ASSOCIATION RIGHTS AND PRIVILEGES	7
V	GRIEVANCE PROCEDURE	8
VI	WORK DAYS AND YEAR	11
VII	SALARY	13
VIII	VACANCIES AND NEW POSITIONS	15
IX	TRANSFER AND REASSIGNMENT	16
X	SICK LEAVE	17
XI	TEMPORARY LEAVES AND ABSENCES	18
XII	EXTENDED LEAVES OF ABSENCE	20
XIII	VACATIONS AND HOLIDAYS	26
XIV	INSURANCE	28
XV	DUES DEDUCTION	29
XVI	PROTECTION OF SECRETARIES, STUDENTS AND PROPERTY	30
XVII	SECRETARY EVALUATION	32
XVIII	MISCELLANEOUS PROVISIONS	33
XIX	SEPARABILITY	34
XX	DURATION	35
	APPENDIX A - SALARY GUIDE	
	APPENDIX B - VACATION SCHEDULE	

PREAMBLE

1. This document constitutes an agreement entered into by the
2. Board of Education of the Township of South Brunswick, New Jersey,
3. to be called the "Board" from this point forth and the South Brunswick
4. Association of Educational Secretaries, South Brunswick Township,
5. New Jersey, to be called the "Association" from this point forth on
6. the 1st day of July, 1975.

RESOLUTIONS

1. WHEREAS, The Board of Education and the South Brunswick
2. Association of Educational Secretaries have negotiated in good
3. faith in accordance with the New Jersey, Employer-Employee
4. Relations Act, Chapter 123, Public Laws of 1974 and
5. WHEREAS, The Board and the Association have reached Agreement
6. on items contained in the attached agreement,
7. NOW THEREFORE, be it resolved that the Board of Education
8. hereby adopts this agreement effective July 1, 1975.

ARTICLE I

Recognition

1. A. The Board recognizes that all employees of the South Brunswick Schools
2. have the right to contribute to, affiliate with or create employee
3. associations for the purpose of participating with the Board in
4. negotiations in keeping with Chapter 123, Public Laws of 1974 and
5. within the framework described by said laws.
6. B. The South Brunswick Association of Educational Secretaries has proven
7. to the Board that they have obtained majority status. The South
8. Brunswick Township Board of Education hereby recognizes the South
9. Brunswick Association of Educational Secretaries as the exclusive
10. representative in collective negotiations concerning the terms and
11. conditions of employment for all contracted secretaries, stenographers,
12. clerk/typists, bookkeepers, receptionists, registrars and any other
13. office personnel, in the same community of interest, employed or to
14. be employed by the Board, except the Secretary to the Superintendent
15. of Schools.
16. C. The term "Secretary", unless otherwise stated, shall henceforth mean
17. all employees in the negotiating unit defined in Paragraph B above.

ARTICLE II

Negotiations of Successor Agreements

1. A. The parties agree to enter into collective negotiations over a successor
2. agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith
3. effort to reach agreement on all matters concerning the terms and conditions
4. of secretaries' employment. Such negotiations shall begin no later than the
5. first full week of November of the school year in which this agreement
6. expires. Any agreement so negotiated shall apply to all secretaries. It
7. shall be reduced to writing and subject to ratification by both parties, be
8. signed by the Board and the Association and be adopted by the Board.
9. B. Neither party in the negotiations shall have any control over the selection
10. of the negotiating representatives of the other party. Their representatives
11. shall be clothed with all necessary power and authority to make proposals,
12. consider proposals and make counter proposals in the course of negotiations.
13. C. Each party may have consultants present during negotiations. When mutually
14. agreed upon, clerical assistance and consultants shall be contracted by both
15. parties; in such case, the cost will be shared equally by the Association
16. and the Board.
17. D. Upon reasonable request, the Association shall have access to information
18. within the public domain relating to the school district's financial resources.
19. E. Impasse shall be considered to have occurred when the Board and/or the
20. Association declare it has occurred.
21. F. The only information released to the general public concerning negotiations
22. will consist of a joint press release, or, in the event that the parties are
23. unable to agree upon wording, a joint press release stating that "no progress
24. has been made". This shall be binding upon both parties up to receipt of
25. a fact-finders report.

26. G. This agreement shall not be modified in whole or in part by the parties
27. except by an instrument in writing duly executed by both parties.

ARTICLE III

Rights of the Board

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

ARTICLE IV

Association Rights and Privileges

1. A. The Board agrees to furnish to the Association in response to reasonable
2. requests from time to time, available information in the public domain.
3. B. Whenever any representative of the Association is required by the Director
4. of Personnel to participate during working hours in negotiations, grievance
5. proceedings, grievance conferences or grievance meetings, he shall suffer
6. no loss in pay.
7. C. The Association and its representatives may be permitted to use school
8. buildings, at reasonable hours, for meetings upon prior notice and approval
9. by the principal of the school in question.
10. D. The Association may be permitted to use school facilities and office
11. equipment upon prior notice and approval by the building principal, at
12. reasonable times, when such equipment is not otherwise in use. The
13. Association shall pay for the cost of all materials and supplies incident to
14. such use and for any repairs necessitated as a result thereof.
15. E. The Association may be permitted the reasonable use of the interschool mail
16. facilities and school mail boxes.
17. F. In the event that a secretary is required to confer with the Board, or a
18. committee of the Board, concerning any matter that could affect the continu-
19. ation of the secretary in her position or employment, or could affect her
20. terms and conditions of employment, then the secretary shall be given at
21. least five (5) days prior written notice stating the reasons for such
22. meeting and shall be entitled to have a representative of the Association
23. present to advise her during such a meeting.

ARTICLE V

Grievance Procedure

1. A. Definition

2. A "grievance" is a claim by a secretary or a representative of a secretary
3. that involves the appeal of an administrator's interpretation, application
4. or alleged violation of policies and agreements: and/or administrative
5. decisions affecting the secretary, except that a complaint by a non-tenured
6. secretary which arises by reason of her not being re-employed shall not be
7. subject to the arbitration section of this grievance procedure.

8. B. Rights of the Aggrieved

9. Any individual secretary represented by the Association shall be ensured
10. freedom from restraint, interference, coercion, discrimination, or reprisal
11. in presenting her appeal. She shall have the right to present her own
12. appeal or to designate a representative of the Association, or other persons
13. of her own choosing to appear with her at any step in the grievance procedure.
14. Whenever she chooses to have other persons to appear with her, the Association
15. will have the option of being present.

16. C. Grievance Notification

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

19. D. Procedure

20. 1. A secretary with a grievance shall first discuss it with her immediate
21. supervisor within fifteen (15) work days of its occurrence.
22. 2. If, as a result of the discussion, the matter is not resolved to the
23. satisfaction of the secretary within five (5) work days, she shall set
24. forth her complaint in writing within five (5) work days to her immediate

25. supervisor. The supervisor shall communicate his decision to the secretary
26. in writing within ten (10) calendar days of receipt of the written complaint.
27. 3. Within ten (10) work days, the secretary may appeal the supervisor's decision
28. to the Superintendent of Schools. The appeal to the Superintendent must be
29. made in writing and must set forth the grounds upon which the grievance
30. is based. The Superintendent shall request a report on the grievance from
31. the supervisor, shall confer with the concerned parties, and, upon request,
32. with the secretary or supervisor separately. He shall attempt to resolve the
33. matter as quickly as possible, but within a period of ten (10) work days. The
34. Superintendent shall communicate his decision in writing to the secretary and
35. the supervisor.

36. 4. If the grievance is not resolved to the secretary's satisfaction, she may
37. request a review by the Board. The request shall be submitted in writing
38. through the Superintendent, who shall attach all related correspondence and
39. forward the request to the Board. The Board shall review the grievance, hold
40. a hearing with the employee, and render a decision in writing within thirty
41. (30) calendar days of receipt of the request.

42. 5. If the decision of the Board does not resolve the grievance to the satisfaction
43. of the secretary and the secretary wishes review by a third party she shall
44. notify the Board through the Superintendent of Schools within ten (10) work
45. days of receipt of the Board's decision.

46. 6. The following procedure shall be used to secure the services of an arbitrator:
47. (a) A joint request will be made within seven (7) calendar days of the
48. notification to the Superintendent of Schools to the American Arbitration Assoc.
49. to submit a roster of qualified persons to function as an arbitrator in the
50. dispute in question.
51. (b) If the parties are unable within ten (10) work days to select a mutually
52. satisfactory arbitrator, the American Arbitration Assoc. may be requested by

53. either party to designate an arbitrator
54. 7. The arbitrator shall limit himself to the issues submitted to him and shall
55. consider nothing else. He can add nothing to, nor subtract anything from the
56. Agreement between the parties or any policy of the Board of Education. The
57. decision of the arbitrator shall be final and binding. Only the Board of
58. Education and the aggrieved and his representative shall be given copies of
59. the arbitrator's decision. This shall be accomplished within thirty (30) days
60. of the completion of the arbitrator's hearing.
61. 8. The parties involved in the arbitration shall be responsible for all costs
62. incurred by each, and only the fee and expenses, if any, of the arbitrator
63. shall be shared equally.
64. 9. Failure at any step of this procedure to appeal a grievance to the next step
65. within the specified time limits shall constitute acceptance of the decision
66. rendered at that step.
67. 10. During the pendency of any grievance secretaries shall continue to observe
68. all assignments, and all applicable rules and regulations of the Board of
69. Education until such grievance and any effect thereof shall have been fully
70. determined.
71. 11. All meetings and hearings under this procedure shall be conducted in private
72. and shall include only concerned parties and their designated or selected
73. representatives.

ARTICLE VI

Work Days and Year

1. A. Work Days

2. 1. Twelve month secretaries shall work two hundred and sixty-one (261)
3. days less eighteen (18) paid holidays and less earned vacation as
4. set forth in Appendix B.

5. 2. Ten month secretaries shall work two hundred and eighteen (218) days
6. less fifteen (15) paid holidays and less earned vacation as set forth
7. in Appendix B.

8. B. Work Year

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

16. C. Summer Work

17. 1. Summer Hours: Secretaries shall work six (6) hours per day during
18. the summer months. (From the last day of school to the day after
19. Labor Day), times to be established by each building administrator.

20. 2. Work Year Completion: In the event that the secretary must work during
21. the summer to complete the total number of work days (less vacation)
22. required, said days shall be considered to have been paid at the previous
23. contract rate.

24. 3. Summer Work - Temporary Up-Grade: In the elementary schools when the
25. first secretary is not available during summer months and the second

26. secretary performs the duties of the first secretary, she shall be
27. placed on the first secretary scale for that period of time. Salary
28. shall be proportionate to her position in the current salary range.
29. 4. Ten month secretaries who are employed during the months of July and
30. August shall be compensated at their per diem rate.

31. D. Daily Absence

32. In the event that a secretary or clerk is unable to report for work, she
33. shall normally call the answering service between the hours of 3:00 P.M.,
34. the preceding day and one hour prior to the time of reporting to work, and
35. shall state the reason for her absence. If coverage is needed, arrangements
36. will be made by the principal/supervisor. Answering service telephone
37. number is 329-6226.

ARTICLE VII

Salary

1. A. The salary ranges of all classifications covered by this Agreement are
2. set forth in Appendix "A".
3. B. Previous Experience
4. 1. An employee transferred to a position in a higher salary category shall
5. be placed on the same experience level held in the former position.
6. 2. An employee transferred to a position in a lower salary category
7. shall retain the salary of the present position until such time as the
8. proper place in the new category is achieved.
9. 3. A new employee shall be defined as a secretary who has had no prior
10. secretarial experience whatsoever in the South Brunswick School System.
11. The Director of Personnel shall determine salary after equating the type
12. of experience in preceding positions with the requirements of the
13. position in the school system.
14. 4. A secretary who has been previously employed by South Brunswick School
15. System shall upon return be placed at step salary level which she
16. attained upon resignation. Nothing herein contained shall mandate the
17. rehiring of an employee who had resigned from the district's employ.
18. C. Probation
19. If, upon completion of a sixty (60) day probationary period, a contract is
20. issued, said contract shall be retroactive to first day of employment.
21. D. Pay Day
22. Checks shall be distributed on the 15th and 30th of each month except when
23. a Pay Day falls on or during a school holiday, vacation or weekend, ten
24. and twelve month secretaries shall receive their pay checks on the last
25. previous work day.

26. E. Overtime

27. 1. The regular work week shall be 36 1/4 hours exclusive of lunch.
28. 2. When required by the building administrator, all hours beyond 36 1/4
29. shall be paid at a rate of 1 1/2 times the hourly rate. Sundays and
30. holidays to be paid at 2 1/2 times the hourly rate.
31. 3. Compensatory time may be taken in lieu of overtime pay by mutual agree-
32. ment between the building administrator and the secretary. Said
33. compensatory time, if requested by the secretary, shall be taken at the
34. rate of one (1) hour for each hour worked. However, if required by the
35. building administrator, compensatory time shall be granted at the rate
36. of 1 1/2 hours for each hour worked. Sundays and holidays 2 1/2 times
37. the hourly rate.

ARTICLE VIII

Vacancies and New Positions

1. A. Notice of vacancies and new positions shall be posted in each school.
2. Said notice shall include the title of the position, job description,
3. location and starting date. The Board is to provide the Association with
4. job descriptions for newly created positions whenever said position is
5. posted.
6. B. Notices shall be posted for five (5) working days. Any member of the
7. Association who may be interested in the position or positions must make
8. written application to the Director of Personnel within that five (5)
9. day period.
10. C. Secretaries who have acquired experience, skill and ability (physical or
11. otherwise) to do the work required in the job, shall be given consideration
12. before an applicant outside the school system. All such applicants shall be
13. considered and will be given a reply to their application and an interview.
14. D. When two or more applicants from within the system are the finalists for
15. a given position and are equally qualified, the applicant with seniority
16. shall be recommended for appointment.

ARTICLE IX

Transfer and Reassignment

1. A. Secretaries desiring a transfer shall make a request in writing to the
2. Director of Personnel. If there are no vacancies available at that time,
3. consideration shall be given to the individuals requesting transfer when
4. positions become available.
5. B. In the event of an involuntary transfer, the secretary so transferred shall
6. be given consideration for open positions in the system which she is qual-
7. ified to perform at the time of transfer.
8. In the determination of the employee to be transferred involuntarily,
9. seniority within the system shall be considered, but shall not constitute
10. the sole criteria for determining who shall be transferred.
11. C. The Director of Personnel shall discuss the transfer with the person and
12. shall make the final assignment in writing within two weeks.

ARTICLE X

Sick Leave

1. A. Sick Leave is hereby defined to mean absence from duty of any secretary
2. because of personal disability due to illness or injury, or because he has
3. been excluded from school by the School District's Medical Authorities
4. because of a contagious disease or because of a quarantine for such a
5. disease in his immediate household. (18A:30-1)
6. B. Secretaries shall be allowed sick leave with full pay for thirteen (13)
7. days (12 month employees) and eleven (11) days (10 month employees) in any
8. year. All unused sick leave shall be accumulative for additional sick leave
9. as needed in subsequent years.

ARTICLE XI

Temporary Leaves and Absences

1. A. Personal
2. Secretaries shall be entitled to two (2) days or four (4) half days
3. personal leave per year with pay. Personal Leave days shall not be
4. accumulative. (18A:30-7)
5. B. Jury Duty
6. Those secretaries called for jury duty shall be paid at their regular
7. rate less compensated fees for jury duty.
8. C. Death
9. 1. Three (3) days leave of absence with pay will be granted upon request
10. when death occurs in the immediate family. Immediate family is defined
11. to include husband, wife, father, mother, son, daughter, brother, sister,
12. husband's parents and grandparents and wife's parents and grandparents.
13. 2. Two additional days of absence with pay may be granted upon approval
14. by the Personnel Director for unusual and extenuating circumstances.
15. 3. One day's leave of absence with pay may be granted upon approval of the
16. Personnel Director or his designee, to attend the funeral of a close
17. relative or a close friend.
18. D. Religious
19. Leave without salary deduction shall be granted to persons in this neg-
20. otiating unit for one (1) obligatory religious observance over and above
21. the personal leave allowance.
22. E. Professional
23. The Superintendent may, upon the recommendation of the building administra-
24. tor, authorize absence of individual employees for professional purposes
25. with full pay and expenses not to exceed five (5) school days in any school

26. year in addition to professional meetings scheduled on the school
27. calendar (3.3.18)

28. F. Other

29. As of the beginning of the 75-76 school year, a secretary shall be
30. entitled to the following nonaccumulative leaves of absence with full pay
31. each school year.

32. 1. Two (2) days for all members of the Association to attend conferences
33. and conventions of State and National Affiliated Organizations (NJEA,
34. NJESA) at no loss of pay.

35. 2. Time necessary for appearances in any legal proceeding connected
36. with the secretary's employment or with the school system.

37. 3. No salary deductions shall be made for absence when subpoenaed
38. to be a witness in court.

39. 4. Other leaves of absence may be granted upon the recommendation of the
40. Superintendent.

41. A secretary returning from an approved leave of absence shall be placed on
42. the step salary she would have attained had she remained in the school
43. system.

ARTICLE XII

Extended Leaves of Absence

1. A. Extended Disability; Health or Hardship Leave
2. 1. Total Disability
3. "Total disability" shall mean one which,
4. (a) results from bodily injuries or disease, and
5. (b) wholly prevents the employee from engaging in his regular
6. occupation; or assuming duties assigned by his superior taking
7. into consideration the nature and degree of the disability.
8. (c) The employee must be under the care of a physician. The Board
9. may require examinations and statements from doctors of its own
10. choosing as frequently as it is deemed necessary.
11. 2. Eligibility
12. (a) Extended total disability benefits shall be payable to all full
13. time employees who are on an annual contractual arrangement with
14. the South Brunswick School System, regardless of the term of
15. service previously performed prior to total disability.
16. (b) Benefits shall not be available to any employee who has been
17. notified in writing that his services are to be terminated or
18. his contract not renewed, prior to the start of total disability,
19. except as provided in paragraph d below.
20. (c) Benefits shall also not be available to any employee who submits
21. his resignation in writing prior to start of his total disability.
22. (d) Benefits to an employee whose services are to be terminated
23. by a specific date, for whatever reason, and whose total disability
24. preceded the notice of termination of such services, shall be
25. paid only to the date of such termination provided employee is

26. totally disabled at that time.
27. (e) A recurrence of the same disability within 180 days of discontin-
28. uance of benefits shall be considered a continuation of the original
29. disability.

30. 3. Benefits

31. (a) The amount and duration of such benefits shall be determined by
32. the employee's current salary, length of service, and the number of
33. sick days utilized prior to the commencement of this benefit.

34. (b) The amount of the monthly payments shall be determined in the
35. following manner:

36. 1. The basic monthly salary shall be computed by dividing the
37. annual salary by the number of months the employee is required
38. to perform service, as provided in the annual contract.

39. 2. Ten month employees (from September to June) shall not be
40. eligible for benefit payments under this program during
41. the months of July and August.

42. 3. Benefit payments shall be increased by 1/2 per cent above
43. the basic 50% payment for each sick day used after the first
44. thirty calendar days of total disability, and prior to the
45. commencement of benefit payments; e.g., an employee uses 40
46. sick days, after the first 30 calendar day waiting period, to
47. cover his absence under this program. On the basis of 1/2%
48. for each of these days, the percentage factor would be added
49. to the basic 50%, or 70%. Employee, in this case, would be
50. entitled to a monthly benefit of 70% of his regular monthly
51. contract salary.

52. (c) Monthly benefit payments shall not exceed 80% of an employee's
53. regular monthly contract salary. (60 or more sick days provides an
54. 80% factor).
55. (d) The number of months that benefits shall be payable shall be
56. determined by dividing the total number of months of service as
57. an employee by four. Benefits also shall be payable for a portion
58. of a month.
59. (e) In no case shall benefits be payable concurrently with payments
60. received by an employee for retirement or disability under the Social
61. Security Program or any state employees or teachers pension plan.
62. (f) Benefits under this program shall be reduced by the amount of any
63. Workmen's Compensation payable.

64. Sick Leave Used After the First 30 Calendar Days of Total Disability Percentage Factor to be Applied in Computing Monthly Payments Under this Benefit Program

1	50.5
2	51.0
3	51.5
4	52.0
5	52.5
6	53.0
7	53.5
8	54.0
9	54.5
10	55.0
11	55.5
12	56.0
13	56.5
14	57.0
15	57.5
16	58.0
17	58.5
18	59.0
19	59.5
20	60.0
21	60.5
22	61.0
23	61.5
24	62.0
25	62.5
26	63.0

Sick Leave Used After the
First 30 Calendar Days of
Total Disability

Percentage Factor to be Applied in
Computing Monthly Payments Under
this Program

27	63.5
28	64.0
29	64.5
30	65.0
31	65.5
32	66.0
33	66.5
34	67.0
35	67.5
36	68.0
37	68.5
38	69.0
39	69.5
40	70.0
41	70.5
42	71.0
43	71.5
44	72.0
45	72.5
46	73.0
47	73.5
48	74.0
49	74.5
50	75.0
51	75.5
52	76.0
53	76.5
54	77.0
55	77.5
56	78.0
57	78.5
58	79.0
59	79.5
60 or more	80.0

65. 4. Exclusions of Benefits

66. (a) Benefits shall not be payable for a disability resulting from:

67. 1. A pregnancy

68. 2. Disease or bodily injury willfully and intentionally self-
69. inflicted.

70. 3. Injury incurred or disease contracted prior to becoming an
71. employee of the South Brunswick School System, unless employed
72. for more than three years in this system.

73. 4. Declared or undeclared war, insurrection, invasion, rebellion,
74. revolution, Civil War, or Civil Riot.

75. (b) Benefits shall not be payable while a salary is being paid through
76. the use of accumulated sick leave.

77. 5. Procedure for Applying for Benefits

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

82. (b) An application for total disability shall be submitted only after
83. the maximum sick leave days, determined by the employee, have been
84. used to cover absence resulting from his total disability.

85. (c) An employee need not use all sick leave days toward his absence
86. when applying for benefits under this program, but only those days
87. used shall be considered in computing the percentage factor for
88. monthly benefits, as described under Item b of Benefits.

89. B. Maternity Leave

90. A leave of absence without pay shall be granted to any employee subject to
91. the following stipulations and limitations:

92. 1. Written request for maternity leave shall be made three (3) months
93. prior to the effective date. Said request shall be submitted both to
94. the immediate supervisor and the Superintendent of Schools.

95. 2. Maternity leave may be continued for a total of three consecutive
96. years. However, renewal of maternity leave shall be applied for in
97. writing annually.

98. 3. The date when a secretary shall discontinue her duties shall be
99. determined on an individual basis by the Superintendent of Schools

100. or his designee.
101. 4. The date of return from maternity leave shall be determined on an
102. individual basis by the Superintendent of Schools or his designee.
103. 5. The Board of Education shall pay the cost of health insurance (State
104. Health Plan) three months following the start of the leave (during
105. the first year only) or one month following the birth, whichever occurs
106. first.
107. 6. If a secretary's physician certifies that she is unable to work because
108. of her pregnant condition, then any unused accrued sick leave will
109. first be applied^{to}/the maternity leave.
110. C. All extension or renewals of leaves shall be applied for and granted in
111. writing.

ARTICLE XIII

Vacations and Holidays

1. A. Vacations

2. 1. Twelve month secretaries with less than 12 months of service resigning
3. from the school district before July 1 shall not be entitled to any
4. paid vacation.
5. 2. Ten month secretaries shall be entitled to eight (8) days paid vacation
6. annually only after having served at least ten (10) months.
7. 3. Vacations which are earned by July 1 of any year may be taken at any time
8. thereafter by a mutually convenient arrangement with the immediate
9. supervisor.
10. 4. Vacation time is earned as per Appendix "B" attached. Length of service
11. shall be computed from the first day of a secretary's contract in this
12. school district.

13. B. Holidays

14. 1. Twelve (12) month secretaries shall be granted eighteen (18) paid holidays
15. annually.
16. 2. Ten (10) month secretaries shall be granted fifteen (15) paid holidays
17. annually.
18. 3. Twelve and ten month secretaries shall take the following holidays
19. annually:
20. a. July 4
21. b. Labor Day
22. c. Thanksgiving Day
23. d. Christmas Day
24. e. New Year's Day
25. f. Martin Luther King's birthday

26. g. Memorial Day
27. h. Washington's birthday
28. All other remaining holidays shall be taken with the supervisor's
29. approval.
30. 4. If a holiday falls during a secretary's vacation period, said holiday
31. shall not be charged against vacation days.
32. 5. In the event any of the holidays listed fall on a Saturday or Sunday
33. or if the schools are officially open upon any of these holidays, then
34. secretaries shall be allowed compensatory time off.
35. C. Storm Days
36. On storm days, when school is officially closed, secretaries will not
37. be required to report for duty.

ARTICLE XIV

Insurance

1. A. Effective July 1, 1975 the Board shall provide Blue Cross, Blue Shield,
2. Rider J and Major Medical Insurance (State Health Plan). Coverage for
3. all employees and their eligible dependents.
4. B. Effective July 1, 1975, dental insurance shall be provided by the Board
5. for employees only. The insurance plan (U.C. and R) shall be provided by
6. New Jersey Dental Service, Inc.
7. C. The Board shall provide to each employee a written description of health
8. insurance coverage provided under this article.

ARTICLE XV

Dues Deduction

1. A. The Board agrees to deduct from the salaries of its secretaries dues for
2. the SBAES or NJAES, NJEA, NEA or any one or any combination of such
3. associations as said secretary individually and voluntarily authorize the
4. Board to deduct. Such deductions shall be made in compliance with Chapter
5. 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by
6. the State Department of Education. Said monies together with records of
7. any corrections shall be transmitted to the treasurer of the SBAES by the
8. 15th of each month following the monthly pay period in which deductions
9. were made. The Association treasurer shall disburse such monies to the
10. appropriate association or associations. The Board will not be held res-
11. ponsible for disbursement of monies by said treasurer.
12. B. Each of the associations named above shall certify to the Board, in writing,
13. the current rate of its membership dues. Any association which shall change
14. the rate of its membership dues shall give the Board written notice prior
15. to the effective date of such change.

ARTICLE XVI

Protection of Secretaries, Students, and Property

1. A. The Board of Education shall carry an insurance policy to provide
2. Workmen's Compensation for any employee who is injured while in the
3. performance of his duties.
4. B. The Board of Education shall carry liability insurance to protect all
5. employees in court suits arising out of performance of office or duties.
6. C. The Board shall endeavor to protect the secretaries, students, and property
7. from physical injury and shall endeavor to do everything within its power
8. and means to do so to assure safe conditions in the schools, and on school
9. buses.
10. D. In the event of litigation, civil or criminal, the Board will extend to its
11. secretaries all of the protections afforded by the Statutes of the State
12. of New Jersey, in particular the following:
 13. 1. NJSA 18A:16-6
Whenever any civil action has been or shall be brought against any person holding any office, position or employment under the jurisdiction of any Board of Education, including any student teacher, for any act or omission arising out of and in the course of the performance of duties as such office, position, employment or student teaching, the board shall defray all costs of defending such action, including reasonable counsel fees and expenses together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom; and said board may arrange for and maintain appropriate insurance to cover all such damages, losses and expenses.
 14. 2. NJSA 18A:16-6.1
Should any criminal action be instituted against any such person for any such act of omission and should such proceeding be dismissed or result in a final disposition in favor of such person, the Board of Education shall reimburse him for the cost of defending such proceedings, including reasonable counsel fees and expenses of the original hearing or trial and all appeals.

If the professionals desire to institute any legal proceedings as a result of occurrences arising in the scope of their employment, the board will render such legal assistance to the professionals as it deems necessary.

15. E. The Board shall indemnify, defend and save a secretary harmless against
16. any and all claims, demands, suits or other forms of liability that may
17. arise out of or by reason of action taken by a parent against a secretary
18. for administering first aid in the absence of a school nurse.

ARTICLE XVII

Secretary Evaluation

1. A. All appraisals of the work performance of a secretary shall be conducted
2. openly and with full knowledge of the secretary. Formal evaluation per-
3. formed for the purpose of recommendation for retention or improvement
4. shall be conducted only by administrators. A secretary shall be given a
5. copy of any evaluation report prepared by her evaluator before any con-
6. ference to discuss it. No such report shall be submitted to the central
7. office or placed in the file without the secretary's knowledge and signed
8. agreement to do so. The secretary shall be required to sign only the
9. completed evaluation form indicating whether there is agreement or dis-
10. agreement.
11. B. A secretary shall have the right upon request to review the contents of
12. her personnel file in the presence of the Director of Personnel or his
13. designee.

ARTICLE XVIII

Miscellaneous Provisions

1. A. The Board of Education will provide the Association with a copy of its
2. Board Policy Manual, and will continue to provide the Association President
3. with copies of changes in policy, whenever they become effective.
4. B. The Board of Education maintains the right to require medical examinations.
5. If such medical examinations are performed by a licensed physician selected
6. or approved by the Board, the Board shall pay all expenses; otherwise, the
7. employee shall pay all expenses.
8. C. Any individual contract between the Board and an individual secretary,
9. heretofore or hereafter executed, shall be subject to and consistent
10. with the terms and conditions of this Agreement. If an individual contract
11. contains any language inconsistent with this Agreement, this Agreement,
12. during its duration, shall be controlling.
13. D. Copies of this Agreement shall be printed at the expense of the Board after
14. Agreement with the Association on format within thirty (30) calendar days
15. after the Agreement is signed. The Agreement shall be presented to all
16. secretaries now employed or hereafter employed in positions leading to
17. contracts.
18. E. Whenever any notice is required to be given by either of the parties to this
19. Agreement to the other, pursuant to the provisions of this Agreement, either
20. party shall do so by telegram or registered letter at the following addresses:
21. If by the Association, to the Board at New Road, Monmouth Junction, New
22. Jersey, 08852.
23. If by the Board, to the Association, at the home address of the Association
24. President or delivery to the individual.

ARTICLE XIX

Separability

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

ARTICLE XX

Duration

1. A. This Agreement constitutes Board Policy for the term of said Agreement,
2. and the Board shall carry out the commitments contained herein and give
3. them full force and effect as Board Policy.
4. B. All benefits contained in the 75-76 contract shall continue during
5. negotiations for a successor agreement provided the employee is actually
6. on the job.
7. C. The provisions of this Agreement shall be effective as of July 1, 1975 and
8. shall remain in full force and effect until June 30, 1976, subject to the
9. right of the Board and Association to negotiate modification of this
10. Agreement.

The School District of South Brunswick

By Shirley D. Duffy
President, Board of Education

The South Brunswick Association of
Educational Secretaries

By Hazel Donator
President, During Negotiations

By Hazel Donator
Current President

APPENDIX "A"

Salary Guide

CLASSIFICATION	TERM	MINIMUM	NEW EMPLOYEE MAXIMUM *	MAXIMUM
Clerk-Typist	12 mo.	\$6,083	\$7,166	\$8,771
Clerk-Typist	10 mo.	5,119	5,970	7,309
Second Secretary	12 mo.	6,211	7,219	8,954
Second Secretary	10 mo.	5,175	6,014	7,461
Ass't Bookkeeper	12 mo.	6,370	7,260	9,876
First Secretary	12 mo.	6,370	7,260	9,876
First Secretary	10 mo.	5,309	6,462	8,231
Bookkeeper	12 mo.	6,503	7,925	10,082
Senior Secretary	12 mo.	6,503	7,925	10,082
Senior Secretary	10 mo.	5,421	6,604	8,401
Adminis. Secretary	12 mo.	6,625	8,076	10,273
Adminis. Secretary	10 mo.	5,521	6,730	8,561
Suprvng Bookkeeper	12 mo.	8,753	10,149	12,192

* Maximum of four years experience credit shall be granted to new employees.

A. Above Salary Guide reflects a 9.3% increase in the minimums and maximums and 9.3% increase in the New Employee Maximums over the 1974-75 schedule.

4/28/75

APPENDIX "B"

Vacation Schedule

Initial Year

New 12 and 10 month secretaries with less than one year's service shall be entitled to paid vacation for service performed prior to July 1st as per following schedule, provided they are employed in the District on July 1st.

<u>Months of Service Performed</u>	<u>12 Month Earned Paid Vacation Days</u>	<u>10 Month Earned Paid Vacation Days</u>
3 or less	None	None
4	3	3
5	4	4
6	5	5
7	6	6
8	6	6
9	7	7
10	8	8
11	9	---
12	10	---
1-4 Years	10 days	8 days
5-7 Years	15 days	12 1/2 days
8 Years	16 days	13 1/2 days
9 Years plus	17 days	14 1/2 days

Note: Length of service shall be computed from the very first day of a Secretary's Contract in this School District.