

#367

AGREEMENT

between

NEWTON BOARD OF EDUCATION

and

NEWTON EDUCATIONAL SECRETARIES ASSOCIATION

July 1, 1994 - June 30, 1997

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THIS AGREEMENT, made this 27 day of September, 1994 by and between the Board of Education of the Town of Newton, in the County of Sussex, hereinafter referred to as "the Board of Education" or "the Board", party of the first part, and The Newton Educational Secretaries Association, hereinafter referred to as "the NESAs" or "the Association", party of the second part,

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, it is covenanted and agreed between the parties as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all secretarial and clerical personnel, including trainees, with the exception of the following:

Superintendent's Secretary
Administrative Secretary - Assistant to Supt./Business
Payroll Clerks and Bookkeepers
Directors of Computer Service

- B. Unless otherwise indicated, the term "secretaries" when used hereinafter in this Agreement, shall refer to all secretaries represented by the Association in the negotiations unit as defined above.

- C. All other secretaries employed by the Board not specifically enumerated above are included in the negotiations.

D. Exclusions

The provisions of this guide shall not apply to persons employed as substitutes for secretaries, nor persons employed on a temporary basis to fill vacant positions, or on a part-time basis.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974. The parties further agree to make every reasonable

effort to begin preliminary discussions concerning negotiations procedures sometime during the month of October of the calendar year preceding the calendar year in which this Agreement expires. On or about November 15, the Board will receive the proposals of the Association and substantive negotiations will begin at a mutually agreeable date but no later than January 15.

- B. Any agreements so negotiated shall apply to all secretaries, be reduced to writing, be adopted and signed by the Board and the Association.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions of Grievance

A "grievance" is a written claim based upon an event or condition which deleteriously affects the welfare and/or terms and conditions of employment of a secretary or a group of secretaries and/or the interpretation, meaning, or application of any of the provisions of this Agreement. Such a written claim may be filed by a secretary, group of secretaries, or the Association on behalf of and at the request of a secretary or group of secretaries. A "grievance" is also a written claim by the Board based upon any dispute with the Association, including a dispute with respect to the interpretation, meaning or application of any of the provisions of this Agreement.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable resolution of grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedures - Secretary Grievance

1. Within twenty (20) work days after the occurrence of an event from which a grievance arises, the grievance shall be submitted in writing to the immediate superior of the affected secretary(s).
2. If the matter is not satisfactorily resolved at Level One within five (5) work days, the grievance shall be submitted in writing to the Vice Principal or Principal as appropriate, who shall respond in writing within five (5) work days.

3. If the matter is not satisfactorily resolved at Level Two, the decision of the Vice Principal or Principal may be appealed to the Superintendent of Schools. Such appeal shall be in writing, and shall be submitted within five (5) work days after receipt of the decision of the Vice Principal or Principal. The Superintendent shall respond in writing within five (5) work days after receipt of the appeal, and shall submit a copy of such response to the Association.
4. If the matter is not satisfactorily resolved at Level Three, and if the Association determines that further proceedings are necessary and advisable, the decision of the Superintendent may be appealed by the Association to the Board. The Association shall submit such appeal in writing to the Board within five (5) days after receipt of the Superintendent's decision. The Board shall render a written decision on any such appeal within fifteen (15) work days after receipt of the appeal.

NOTE: At Levels 2, 3 and 4 of the grievance procedure, either party has the option to present their rationale in person as well as in writing.

5. If the matter is not satisfactorily resolved at Level Four, the Board's decision may be submitted to advisory arbitration. The Association shall notify the Board, in writing, of the submission to arbitration within five (5) work days after receipt of the Board's decision.
6. Within ten (10) work days after written notice of submission to arbitration, the Board and the representative of the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
7. The arbitrator so selected shall confer with the representatives of the Board and the representatives of the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make

any decision which is violative of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association.

8. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Procedures - Board Grievances

Grievances initiated by the Board shall be submitted directly to the Association, in writing, within twenty (20) work days after their occurrence. The Association shall respond in writing within fifteen (15) days after receipt of the grievance. If the matter is not thereby satisfactorily resolved, the Board may submit the matter to advisory arbitration. The Board shall notify the Association, in writing, of the submission to arbitration within five (5) work days after receipt of the Association's response. Thereafter the matter shall proceed to arbitration as provided for in paragraphs C.6, C.7, C.8 above.

E. Miscellaneous

1. In presenting his/her grievance, the secretary shall be assured freedom from prejudicial action.
2. Prior to each appeal, the secretary shall inform in writing the authority who last rendered a decision that he/she intends to appeal to the next higher authority.
3. Any aggrieved person may be present at all stages of the grievance procedure or be represented by representatives selected or approved by the Association. When a secretary on the membership list of the NESAs 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.
4. If, in the judgment of the representatives of the Association, a grievance affects a group or class of secretaries, the representatives of the Association may submit such grievance in writing to the Superintendent of Schools directly.
5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

6. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent of Schools and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time, all information prepared for and/or available to the public, and such other public information that shall assist the Association in developing programs on behalf of the secretaries.
- B. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, in accordance with existing Board policies, provided that this shall not interfere with or interrupt normal school operations.
- C. The Board of Education will provide the NESAs with a copy of its Agenda and Minutes for every public meeting of the Board. Said Agenda shall be mailed or delivered before the meetings no later than they are delivered or mailed to members of the Board of Education.

ARTICLE V

SALARIES

- A. The salaries of all full-time secretaries covered by this Agreement are set forth in the guide (Schedule A) which is attached hereto and made a part hereof.
- B. Salary Guide Credit
 1. Personnel claiming credit for experience in other related situations, or military service will be required to produce proof of the validity of such claims, and no salary credit is to be given in the absence of such validity. Credit for military service shall be equal to the time served, but not for more than four (4) years. Credit for related experience shall be equal to the time served, or less, as the Board of Education shall determine upon the recommendation of the Superintendent of Schools. All secretaries having less than

half a year tenure will remain on the same step but will receive credit for the increment.

2. After ten (10) years of employment in the Newton School District as a secretary, a staff member will be eligible for a longevity allowance in addition to her basic salary, in accordance with the following schedule:

For the Years of 1994-95 and 1995-96 and 1996-97

| | |
|------------------------------|---------|
| After 10 years of employment | \$ 500. |
| After 15 years of employment | 1,000. |
| After 20 years of employment | 1,500. |
| After 25 years of employment | 2,000. |

C. Salary Checks

Secretaries of the Newton Public Schools will be paid on the fifteenth and thirtieth day of each month, July through June, except for those secretaries designated as 10-month secretaries, who will be paid from September through June. In certain special cases other arrangements may be approved by the Superintendent of Schools. Payment for overtime to be paid by separate check. Separate checks will not be written for an amount less than \$25. Overtime, less than \$25, will be included in the same check with the member's regular payroll amount.

D. Overtime

Overtime, that is anything over thirty-five (35) hours per week, or seven hours per day, except for flex hours, shall be paid for such work as is performed by secretaries when authorized by the immediate supervisor. Secretaries may, upon the approval of the immediate supervisor, take time off in lieu of compensation for overtime on an hour and a half for one hour of overtime basis, within the framework of a work year starting September 1 and ending August 30. Overtime will be paid for at one-and one-half (1-1/2) times the daily hourly rate of pay, as calculated by the payroll clerk. Such thirty-five (35) hour work week commences at 12:01 a.m., Monday morning and terminates at 11:59 p.m. on the immediately following Friday. Sunday and employment on a national holiday, will be paid for at two (2) times the calculated hourly rate.

E. Probation

All secretaries shall be employed on a fiscal year basis July 1 to June 30, with a three (3) month probationary period. A probationary secretary shall receive an evaluation prior to the end of his/her probationary period.

F. Separation

All secretaries who are to be separated from their position shall be given a thirty (30) day advance notice in writing. All secretaries who intend to leave the school system shall give thirty (30) days advance notice in writing. Notices from secretaries shall be addressed to the Superintendent of Schools. Notices to secretaries shall be from the Superintendent of Schools. All notices shall be given by certified mail.

G. Travel

Such travel as may be required by secretaries in the normal pursuit and discharge of their employment responsibility shall be reimbursed at the prevailing rate paid other employees of the district.

H. A work day shall consist of a seven (7) hour day when school is in session. Summer hours (flex time), which are voluntary in nature for each work site, do not apply to the defined seven hour day. Twelve month secretaries will be released no later than 1 p.m. on Christmas Eve and New Year's Eve.

I. Ten-month secretaries shall work one hundred eighty-one (181) days per year. If a principal requires a ten (10) month secretary to work on a teacher inservice day, thereby extending the work year beyond 181 days, the secretary shall receive a compensatory day off, scheduled by the secretary with the approval of the principal.

J. Secretaries longevity should be credited on all past service to the Newton Board of Education (secretarial and non-secretarial assignments.)

K. All Granne Courses given will be offered to secretaries who may avail themselves of them upon notification to the building principal or supervisor.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

A. Personal Illness

1. Absences for this cause shall be allowed and shall include pay not exceeding twelve (12) working days for twelve (12) month secretaries and ten (10) working days for ten (10) month secretaries.

2. If fewer than twelve (12) days for twelve (12) month secretaries and ten (10) days for ten (10) month secretaries are taken in any school year, then the number of days not utilized shall be cumulative, beginning from the date of the secretary's current continuous employment by the Board, to be available for additional sick leave in subsequent fiscal years, indefinitely.
3. Absences on a sick leave always shall be charged first to the twelve (12) or ten (10) day allowance for the current fiscal year (paragraph 1.) until it is fully utilized and thereafter, to the cumulative credit, to the extent that such credit is available.
4. In all absences under this section of five (5) consecutive work days or more, the Superintendent may require that the secretary submit a physician's certificate.

B. Illness in the Family

Where personal presence is advisable because of the illness of a) parent, brother, sister, husband, wife, child, or b) any other relative living in the secretary's immediate family household, absence will be allowed:

1. for a period of five (5) days per year, cumulative to a maximum of ten (10) days.
2. thereafter without pay.

Section B. is introduced primarily to provide for personal presence in an emergency, but not for extended personal care.

C. Death

1. Absences due to a death in the secretary's immediate family or household, including father-in-law and mother-in-law, daughter-in-law, son-in-law, grandparents and grandchildren, shall be allowed with pay, for the required period not exceeding four (4) working days in each such case.
2. Absences due to the death of a nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, or other relative not living with immediate family of the secretary will be allowed with pay, for one day.
3. The name and address of the deceased and the relationship of the deceased to the secretary must be made known upon request.

D. Marriage

Absences on account of marriage or to attend weddings of relatives or friends may be allowed upon request, but shall be without pay.

E. Quarantine

Absences due to quarantine on account of a contagious disease, when such quarantine is not due to personal illness, shall be allowed, with pay, provided that a certificate from the health officer of the community or a school physician is presented and filed with the Superintendent of Schools.

F. Personal Business

Absences not exceeding three (3) days per fiscal year, with pay, but not cumulative, shall be allowed but only by permission of the Superintendent of Schools or designee, after written request. All absences approved by the Superintendent of Schools in excess of three (3) days per fiscal year shall be without pay. Such days may not be taken the day immediately prior to or following a day or days of vacation for the singular purpose of extending a vacation period. Unused personal days shall be added to a secretary's accumulative sick leave, two (2) personal days for one (1) sick day, and one (1) personal day for a half a sick day.

G. Court Order

Absences from work by reason of subpoena by any court shall be allowed, with pay, provided that the subpoena is filed with the Superintendent of Schools, and provided that the staff member is not a party in the action.

H. Fireman, Service as a Volunteer

1. When a secretary of this school district is engaged in fighting an active fire as part of a responsibility as a duly enlisted fireman at that time when that secretary would normally be expected to appear for work in this school district, the secretary or a designee shall call or otherwise notify the school system that such fire service will cause delay or deny the opportunity to attend to school duties as a part or all of said day.
2. If, when requested, the volunteer fireman shall detail the circumstances for this absence and process same through the appropriate administrative office, such leave shall be with pay.

I. Vacations

1. Vacation periods, which shall be approved by the Superintendent of Schools prior to being taken, shall be with pay, but otherwise without pay. All twelve (12) month secretaries, after completing one (1) full year of employment, will be entitled to ten (10) days of paid vacation each year, and will earn one (1) additional day of paid vacation for each additional year of full-time employment up to a maximum of twenty (20) days per year. Such vacation period will be exclusive of national holidays granted as paid vacation by the Board of Education. Vacation periods shall be established only with the prior approval of the immediate supervisor and the consent of the Superintendent. Vacation time may be "saved up" but in no event can be used in excess of thirty (30) consecutive working days or thirty (30) days in any one school year.
2. For secretaries employed on any date other than July 1 of any given year, vacation credit beyond the basic ten (10) days will be earned at the rate of .0834 days per month employed. During the employee's first year of employment, to July 1st, vacation time will be prorated and may be taken anytime after the end of the school year (June 30).
3. While no vacation days will be earned or given to ten (10) month secretaries, ten (10) month secretaries transferring to a twelve (12) month position will receive vacation credit of .0834 days for each month, or fraction of a month in excess of fifteen (15) days which they have worked while under contract to this Board of Education as a ten (10) month secretary.
4. Twelve (12) month secretaries who move to a one hundred eighty one (181) day position shall not earn or receive vacation days, but such secretaries shall be permitted to utilize previously earned and credited vacation days.

J. Professional Absence

Professional absence with pay not exceeding three (3) consecutive days may be granted to a secretary upon the recommendation of the immediate supervisor to the Superintendent of Schools.

K. Snow Days

Leave with pay not exceeding three (3) days shall be allowed when schools are closed or would be closed for snow emergencies. The Superintendent shall call snow emergencies when conditions warrant it. Secretaries who are eligible for snow day absences shall not be charged for personal days, sick days, vacation days or any other short term leave on days when schools are closed for snow emergencies.

L. School Emergency Closing Days

Leave with pay shall be allowed when schools are closed for emergencies. Secretaries who are eligible for emergency closings shall not be charged for personal days, sick days, vacation days or any other short term leave on days when schools are closed for emergencies.

M. Calendar Changes

No calendar change shall be made without consultation with the Secretarial Association.

N. Twelve (12) Month Secretaries shall receive no less than twelve (12) holidays with pay in the course of the calendar year.

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

A. Child Care Leave

1. Maternity/Child Care Leave

A female secretary who becomes pregnant may remain in her job so long as her condition does not prevent efficient and thorough performance of her duties. When she becomes disabled, she may either receive sick leave to the extent that such leave has been earned, credited and is unused, or, if tenured, unpaid leave or both when granted in sequence. In the event of a difference of opinion between a pregnant secretary and the Board of Education, regarding her ability to offer an efficient and thorough performance level, a written positive certification from her physician re/such question will be binding on both parties. Maternity/Child Care Leave for tenured secretaries only, will be granted from the date on which it commences to the opening of any school year but in no case for more than a three (3) year period. A secretary on Maternity/Child Care Leave who wishes to return to full-time service after full term, but prior to the expiration of the Board approved leave may return upon the opening of a position, and upon the presentation of a positive written certification from her physician that she is able to offer an efficient and thorough performance. No secretary on Maternity/Child Care Leave shall, on the basis of said leave, after full term, be denied the opportunity to substitute in the Newton School District.

2. Adoption/Child Care Leave

Any tenured secretary adopting an infant child may receive a leave of absence which leave shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption, but in no case with less than thirty (30) days written notice to the Superintendent of Schools. Such leave shall be of the same duration as Maternity/Child Care Leave as defined in paragraph 1 above. Adoption/Child Care Leave will be granted for tenured secretaries only, but in no case for more than a three (3) year period. No secretary on such leave shall, on the basis of said leave, be denied the opportunity to substitute in the Newton School District.

3. Child Care Leave

A tenured secretary whose presence is required to care for a dependent child may be granted a leave of absence without pay upon approval of the Superintendent from the date on which it commences to the opening of any fall term but in no case for more than three (3) years. No secretary on such leave shall be denied the opportunity to substitute in the Newton School District.

4. A secretary on any Child Care Leave (paragraphs A.1, A.2, A.3) shall not receive increment or seniority credit for the time spent on leave. All benefits to which the secretary was entitled at the time the leave commenced and not utilized during the leave shall be restored upon return.

B. Leave for Personal Health and Family Hardship

1. Upon the recommendation of the Superintendent, the Board of Education may permit secretaries to take leaves not in excess of one (1) year in length for rest, restoration of health, or the alleviation of hardship involving themselves or their immediate families.
2. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of a tenured secretary's immediate family. Additional leave may be granted at the discretion of the Board. Request for leave shall be in writing and will set forth the specifics of why leave has been requested, including name of persons to be cared for under this section and the relationship of such person to the secretary.
3. The contract for the year in which the secretary will be returned to full-time service must be returned signed or unsigned no later than one (1) month after date of issuance.

C. Other Leaves

Any secretary requesting permission for a leave of absence for any purpose shall submit a letter to the Superintendent of Schools stating the reason or reasons for the request. Other leaves of absence without pay may be granted by the Board for good reason.

D. Return from Leave

1. Upon return from leave, a secretary shall be considered as if actively employed by the Board during the leave and shall be placed on the salary schedule at the level that would have been achieved if the secretary had not been absent, provided, however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure.
2. All benefits to which a secretary was entitled at the time the leave of absence commenced, including unused accumulated sick leave shall be restored upon return, and the secretary shall be assigned to the same position held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

E. Extension or Renewals of Leave

All extensions or renewals of leave shall be applied for by April 15 of the year in which leave is requested in writing and may be granted at the Board's discretion.

ARTICLE VIII
INSURANCE PROTECTION AND LIMITATION

- A. All secretaries and their dependents may be covered for health insurance, Major Medical benefits and a family dental plan at Board expense, upon written application to the Board Secretary for such coverage. The first day of such coverage will yearly commence on the secretary's first day of contractual obligation to the district. The Board has the right to contract a policy that mandates Preadmission Certification and Mandatory Second Surgical opinion.

The level of benefits provided will be at the level substantially similar to that in effect in the 1991-92 school year.

- B. Other group insurance plans can be made available to the secretaries at their expense.

- C. The Board may change insurance carriers provided advance notice of at least thirty (30) days is given to the Association and substantially similar coverage is provided. If the Association contends that the proposed coverage is not substantially similar, the dispute shall be resolved by the use of expedited binding arbitration conducted under the rules and procedures of the American Arbitration Association, provided, however, that the arbitrator shall issue a decision and award no later than August 1 preceding the commencement of the school year during which the proposed coverage is to take effect. It is understood and agreed that the use of binding arbitration shall not be applicable to any other dispute or grievance arising out of this Agreement.
- D. Retirement Coverage
- The Board shall be governed by the rules and regulations of the NJ Health Benefits Plan.
- E. The Board may provide to any secretary on an approved unpaid leave of absence, at secretary's expense, subject to availability, all insurance that he/she is legally entitled to under the terms of this contract, if so requested by the secretary in writing at the time of the requested leave of absence.
- F. All secretaries will be allotted a sum of \$50.00 toward a health related activity (i.e., swimming, aerobics, doctor fee, etc.).

ARTICLE IX

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

As vacancies arise, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies in positions covered by this Agreement which shall occur during the present or following school year. Said notification shall include salary and job description.

B. Filing Requests

Secretaries who desire a change in assignment or who desire to transfer to another building shall file a written statement of such desire with the building principal and the Superintendent.

C. The Board and/or the Administration reserves the sole right and decision to make transfers and reassignments under this Article.

ARTICLE X

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Use of Voluntary Requests

All vacancies shall, wherever possible, be filled by a qualified available volunteer, provided such volunteer is acceptable to the administration, and the transfer would be in the best interest of the school district.

B. Criteria

When an involuntary transfer or reassignment is necessary, a secretary's area of competence, length of service in the Newton School District, length of service in the particular school building, and other relevant factors may be considered.

C. Reassignment

A list of open positions in the school district shall be made available to all secretaries being involuntarily transferred or reassigned. Such secretaries may request consideration for appointment to a position or positions in order of preference.

ARTICLE XI

EVALUATIONS

A. General Criteria

1. Open Evaluation

All monitoring or observation of the work performances of a secretary shall be conducted openly and with full knowledge of the secretary.

2. Evaluation by Supervisors

Secretaries shall be evaluated only by persons serving in the capacity of immediate supervisors or appropriate administrator.

3. Copies of Evaluation

A secretary shall be given a copy of any evaluation report prepared by the evaluator at least one day before any conference to discuss it. No such report shall be submitted to any central office, placed in the secretary's file, or

otherwise be acted upon without prior conference with the secretary.

B. Procedure

1. Non-tenured secretaries shall be evaluated at least once each year. Tenured secretaries shall be evaluated from time to time as deemed necessary or as requested by the Board.
2. Each evaluation shall be based on one period of observation and shall include:
 - a. Strengths.
 - b. Weaknesses.
 - c. Specific suggestions for improvement in areas wherein weaknesses have been noted.
3. It is required that the written evaluation with results be discussed with the secretary in depth, within one (1) week of the observation.
4. The secretary evaluated will be given an opportunity to write on the evaluation form any objections to or disagreements with the evaluator's written report.
5. The secretary evaluated will sign the evaluation form, and date same to indicate that it has been seen and reviewed. A statement may be added by the secretary which indicates that the evaluation is not agreed to, in part or in whole.
6. Copies of each form will be given to the secretary evaluated, and sent or given to the Superintendent of Schools, on or before the due date.
7. Utilization of other administrators, supervisors and/or other secretaries/clerks, to help improve those who wish to be helped, will be an integral part of the evaluation process. A record of such support and assistance will be kept, and affixed to the evaluation report.

ARTICLE XII

SEPARATION BENEFIT

A secretary with fifteen (15) years of service in the district shall, upon leaving, be reimbursed for unused accumulated sick days at two-thirds of the substitute secretary's rate of per diem pay to a maximum of 200 days.

ARTICLE XIII

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such 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 signed this Agreement.

ARTICLE XIV

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any secretary or group of secretaries is held invalid by operation of law or by an administrative agency, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be printed at the expense of the Board and Association. Such cost shall be proportionate according to the number of copies requested by each part. All secretaries now employed, hereafter employed, or considered for employment by the Board shall be given a copy of said Agreement.
- B. This Agreement shall remain in effect from July 1, 1994, to June 30, 1997.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 27th day of September, 1994.

Attest:




Board Secretary

The Board of Education of the
Town of Newton

By: 

Board President

Attest:



Secretary

The Newton Educational Secretaries
Association

By: 

President

SCHEDULE A
SECRETARIES SALARY AND HIRING GUIDE

1994 - 1995
EFFECTIVE JULY 1, 1994

Ten-Month Secretary

| <u>Step</u> | <u>Amount</u> |
|-------------|---------------|
| A | 13,788 |
| B | 14,363 |
| C | 14,782 |
| D | 15,201 |
| E | 15,620 |
| F | 16,042 |
| G | 16,534 |
| H | 17,026 |
| I | 17,518 |
| J | 18,010 |
| K | 18,966 |
| L | 19,922 |
| M | 20,878 |
| N | 21,836 |
| O | 22,786 |
| P | 23,736 |
| Q | 24,686 |
| R | 25,636 |
| S | 26,586 |
| T | 27,536 |
| U | 28,486 |
| V | 29,436 |
| W | 30,386 |

Twelve-Month Secretary

| <u>Step</u> | <u>Amount</u> |
|-------------|---------------|
| A | 18,709 |
| B | 19,420 |
| C | 19,964 |
| D | 20,508 |
| E | 21,052 |
| F | 21,596 |
| G | 22,140 |
| H | 22,684 |
| I | 23,394 |
| J | 24,212 |
| K | 25,030 |
| L | 25,848 |
| M | 26,667 |
| N | 27,742 |
| O | 28,764 |
| P | 29,720 |
| Q | 30,676 |
| R | 31,632 |
| S | 32,599 |
| T | 33,544 |
| U | 34,606 |
| V | 35,667 |
| W | 36,728 |

NOTES:

- Administrative Secretaries will receive \$1,150 additional.
(Note: \$800.00 of the \$1,150 stipend was once part of Administrative Secretaries' base.)
- New employees will be placed on the guide according to the years of experience noted.

SCHEDULE A

SECRETARIES SALARY AND HIRING GUIDE

1995 - 1996
EFFECTIVE JULY 1, 1995

Ten-Month Secretary

| <u>Step</u> | <u>Amount</u> |
|-------------|---------------|
| A | 13,888 |
| B | 14,379 |
| C | 15,071 |
| D | 15,511 |
| E | 15,951 |
| F | 16,391 |
| G | 16,832 |
| H | 17,348 |
| I | 17,864 |
| J | 18,380 |
| K | 18,897 |
| L | 19,900 |
| M | 20,903 |
| N | 21,906 |
| O | 22,912 |
| P | 23,912 |
| Q | 24,915 |
| R | 25,918 |
| S | 26,921 |
| T | 27,924 |
| U | 28,927 |
| V | 29,930 |
| W | 30,933 |
| X | 31,933 |

Twelve-Month Secretary

| <u>Step</u> | <u>Amount</u> |
|-------------|---------------|
| A | 18,809 |
| B | 19,439 |
| C | 20,369 |
| D | 20,941 |
| E | 21,513 |
| F | 22,085 |
| G | 22,657 |
| H | 23,229 |
| I | 23,801 |
| J | 24,546 |
| K | 25,404 |
| L | 26,262 |
| M | 27,120 |
| N | 27,981 |
| O | 29,109 |
| P | 30,181 |
| Q | 31,184 |
| R | 32,187 |
| S | 33,190 |
| T | 34,193 |
| U | 35,197 |
| V | 36,310 |
| W | 37,424 |
| X | 38,537 |

NOTES:

1. Administrative Secretaries will receive \$1,200 additional.
(Note: \$800.00 of the \$1,200 stipend was once part of Administrative Secretaries' base.)
2. New employees will be placed on the guide according to the years of experience noted.

SCHEDULE A
SECRETARIES SALARY AND HIRING GUIDE

1996 - 1997
EFFECTIVE JULY 1, 1996

Ten Month Secretary

| <u>Step</u> | <u>Amount</u> |
|-------------|---------------|
| A | 13,988 |
| B | 14,396 |
| C | 15,104 |
| D | 15,813 |
| E | 16,275 |
| F | 16,737 |
| G | 17,199 |
| H | 17,661 |
| I | 18,201 |
| J | 18,741 |
| K | 19,281 |
| L | 19,822 |
| M | 20,876 |
| N | 21,930 |
| O | 22,982 |
| P | 24,040 |
| Q | 25,040 |
| R | 26,040 |
| S | 27,040 |
| T | 28,040 |
| U | 29,040 |
| V | 30,040 |
| W | 31,040 |
| X | 32,040 |
| Y | 33,040 |

Twelve Month Secretary

| <u>Step</u> | <u>Amount</u> |
|-------------|---------------|
| A | 18,909 |
| B | 19,467 |
| C | 20,421 |
| D | 21,377 |
| E | 21,976 |
| F | 22,575 |
| G | 23,174 |
| H | 23,773 |
| I | 24,372 |
| J | 24,973 |
| K | 25,754 |
| L | 26,655 |
| M | 27,556 |
| N | 28,457 |
| O | 29,358 |
| P | 30,542 |
| Q | 31,667 |
| R | 32,719 |
| S | 33,771 |
| T | 34,823 |
| U | 35,875 |
| V | 36,930 |
| W | 38,098 |
| X | 39,266 |
| Y | 40,434 |

NOTES:

1. Administrative Secretaries will receive \$1,250 additional.
(Note: \$800.00 of the \$1,250 stipend was once part of Administrative Secretaries base.)
2. New employees will be placed on the guide according to the years of experience noted.