

AGREEMENT

between

NEWTON BOARD OF EDUCATION

and

NEWTON EDUCATIONAL SECRETARIES ASSOCIATION

July 1, 2011 - June 30, 2014

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THIS AGREEMENT, made this 24th day of May, 2011, 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 permanent and full time secretaries, with the exception of Central Office Staff
- 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. 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. Any such agreement is subject to ratification by the parties.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions of Grievance

A "grievance" is a written claim based upon those matters set forth in this Agreement regarding the terms and conditions of employment. 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. The non-renewal or termination of a secretary is not subject to the Grievance Procedure.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, mutually agreeable 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 thirty (30) calendar 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). Failure to file a grievance within 30 calendar days from the time of the grievance shall be deemed a waiver of same and not be processed as a grievance. Pending complete resolution of a grievance, all work rules being disputed will continue to be observed.
2. If the matter is not satisfactorily resolved at Level One within fifteen (15) calendar days, the grievance shall be submitted in writing to the Vice Principal or Principal as appropriate, who shall respond in writing within fifteen (15) calendar 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 fifteen (15) calendar days after receipt of the decision of the Vice Principal or Principal. The Superintendent shall respond in writing within fifteen (15) calendar 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 fifteen (15) calendar days after receipt of the Superintendent's decision. The Board shall render a written decision on any such appeal within fifteen (15) calendar 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 fifteen (15) calendar days after receipt of the Board's decision.
6. The grievance, if not resolved by timely resort to the foregoing procedure, shall be subject to arbitration initiated and conducted under the rules of the Public Employment Relations Commission.
7. The arbitrator shall be without power or authority to make any decision which is violative of the terms of the Agreement.
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. NOTE: Timelines may be extended by mutual written agreement between the Board and the Association. Only matters covered by a specific provision in this Agreement are arbitral.

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. 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.
2. 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 NESA 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.
3. 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.
4. 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.

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.

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 of service will remain on the same step.

2. Secretaries' longevity should be credited on all past service to the Newton Board of Education (secretarial and non-secretarial assignments). 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 2011-2012 through 2013-2014

After 10 years of employment	\$ 500.00
After 15 years of employment	\$ 1,000.00
After 20 years of employment	\$ 1,500.00
After 25 years of employment	\$ 2,000.00

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.

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 scheduled holiday, will be paid for at two (2) times the calculated hourly rate.

E. 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.

F. 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 and in accordance with state regulations and board policy.

G. Work Day/Year

1. 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 and start/end time hours will be determined by the secretary's immediate supervisor who makes the final determination, to be determined in advance. Twelve-month secretaries will be released no later than 1 p.m. on Thanksgiving Eve, Christmas Eve and New Year's Eve.
2. Ten-month secretaries shall work one hundred eighty-four (184) days per year. If a principal requires a ten (10) month secretary to work on a teacher in-service day, thereby extending the work year beyond 184 days, the secretary shall receive a compensatory day off, scheduled by the secretary with the approval of the principal.

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 and in accordance with Federal and State Family Leave Acts.

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 five (5) 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.
4. Days due to a death in the family are presumed to be consecutive unless the superintendent grants approval for usage at a later date.

D. 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.

E. Personal Business

Absences not exceeding four (4) days per fiscal year, with pay, but not cumulative, shall be allowed but only by permission of the, immediate supervisor, after written request. All absences approved by the Superintendent of Schools in excess of four (4) days per fiscal year shall be without pay.

F. 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.

G. 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.

H. Vacations

1. Vacation periods, which shall be approved by the immediate supervisor, prior to being taken, shall be with pay, but otherwise without pay. All twelve (12) month secretaries will be entitled to ten (10) days of paid vacation, for their first year of service, earned at .834 days per month employed to June 30th of the first contract year of employment, which can be taken as full day(s) as they accrue. Secretaries employed on any date other than July 1st of any given year will earn vacation credit at the same rate (prorated), which may be taken as full day(s) accrue. Secretaries 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 scheduled holidays granted as paid vacation by the Board of Education. Vacation periods shall be established only with the prior approval of the immediate supervisor. 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. The maximum number of vacation days that may be accumulated as of June 30 in any year is twenty (20) days, or the number accumulated as of June 30, 201106, if that number is higher than twenty (20) days. The new vacation allowance made available on July 1st is in addition to the maximum allowable accumulation.
2. Twelve (12) month secretaries who move to a one hundred eighty four (184) day position shall not earn or receive vacation days, but such secretaries shall be permitted to utilize previously earned and credited vacation days.

I. 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.

J. Snow Days

Secretaries do not have to report to school when closed for inclement weather.

K. School Emergency Closing Days

Leave with pay shall be allowed when schools are closed for emergencies. Secretaries 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.

L. Holidays

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 shall be in accordance with all state and federal leave acts.
2. A secretary on any Child Care Leave 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. Such leave shall be without pay. Additional leave may be granted at the discretion of the Board. For leaves granted in excess of those permitted by Federal and State Family Leave Acts, the cost of health insurance premiums shall be borne by the employee.

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 moves on the salary guide as follows:
 - a. If the leave was for a full year, the secretary is placed on the step immediately above the step s/he was on when the leave commenced, for example, a secretary on Step 4 when the leave commences, who takes a full year leave, is placed on Step 5 upon returning;
 - b. If the leave was for more than one-half the work year but less than a full year, the secretary is placed on the same step s/he was on when the leave commenced;

- c. If the leave was for one-half year or less, the secretary shall be advanced one step for the year following the year in which said leave was taken. A secretary will not be paid on two different steps in the same fiscal year;
 - d. If a secretary works less than one-half year in the year s/he returns from the leave, s/he will not move to the next step on the guide on the next July 1;
 - e. A secretary may not receive credit towards seniority, sick leave, vacation or longevity for time spent on leave.
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. Secretaries employed starting in July 2003 shall be provided Direct Access medical insurance for the employee and their families.

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 1991-1992 school year, except that the deductibles will be as follows: \$200.00 per individual; \$300.00 per family. Dental insurance will have an annual maximum of \$1,500. Effective July 1, 2011, employees, at a minimum, shall contribute towards their health insurance premiums in accordance with the provisions of New Jersey law. All such contributions shall be on a pre-tax basis and the Board shall establish and maintain an I.R.S. Section 125 plan.

If during the term of this agreement, July 1, 2011 to June 30, 2014, the Board's annual health insurance premium costs exceed \$201,912, employees will pay 70% of the difference between the \$201,912 and the higher amount via a payroll deduction plan. This amount will be reduced by any contribution required by law.

- 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. 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.
- E. All secretaries will be allotted a sum of \$100.00 toward a health related activity (i.e., swimming, aerobics, doctor fee, etc.).
- F. Employees who elect to "opt-out" of health insurance coverage will receive payment in accordance with the provisions of state law (maximum of \$5,000 or 25% of premium, whichever is less) if the carrier is the SEHBP, or thirty-five percent (35%) of the cost of annual premium for any other insurance carrier.
- G. Employees who regularly work more than 25 hours per week shall be eligible for receiving health and dental insurance.

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. Such involuntary transfers and reassignments cannot be for disciplinary purposes. The Board and/or the administration reserves the sole right and decision to make transfers and reassignments under this Article.
- 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. 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 may 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.
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 \$37 per day to a maximum of 175 days as of June 30th, grandfathering those who have already accumulated more than 175 days as of June 30, 2006. Upon a voluntary quit unused vacation shall be paid at the rate of 50%. Upon a reduction in force, retirement or death, unused vacation shall be paid at the following rate of pay:

Separation by June 30, 2011-	75%
Separation by June 30, 2012	
and thereafter-	50%

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/REPRESENTATION FEE

- A. Copies of this Agreement shall be posted on the district website.
- B. This Agreement shall remain in effect from July 1, 2011 to June 30, 2014.
- C.
 - 1. If an employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
 - 2. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Association to its own members.
 - 3. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, for the paycheck paid to each

- employee of the aforesaid list during the remainder of the membership year in question.
4. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.
 5. These deductions will commence on the next month following the new employee's successful completion of the required probationary period.
 6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5© and 5.6 and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making such deductions.
 7. The Association shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

ARTICLE XVI
SENIORITY

Seniority is defined as continuous service in the Newton Educational Secretaries Association (NESA). Service begins with the date hired into NESA.

A: Reduction in Force

1. A seniority list shall be provided to the Association by November 1st annually and at the time of a contemplated Reduction in Force (RIF).
2. Any reduction of positions shall be accomplished in the *following manner*:
 - a. *Employees* shall exercise seniority to replace a less senior employee in the same job classification. If there is no less senior employee in the job category, they shall replace a less senior employee in a similar job within the unit.
 - b. In the event that a vacancy occurs, a laid-off employee shall be entitled to recall thereto in the order of her/his seniority.

c. Notice of recall to work shall be addressed to the employee's last known address appearing on the records of the school district, by certified mail, return receipt requested. Within seven (7) days from receipt of such notice of recall, the employee shall notify the Board of Education, in writing, whether or not she/he desires to return to the work involved in the recall.

d. Employees on the recall list shall be permitted to reject one job offering within her/his job, shift, hours and days category of work.

e. Job offerings not within the same job, shift, hours, and days category of work shall be offered to individuals on the recall list. Acceptance of such a position shall not affect her/his status on the recall list for her/his last position.

f. Seniority shall be accumulated during the period of layoff. Upon recall, employees shall have their accumulated seniority restored to the date of layoff.

g. Recalled employees shall have all benefits restored in accordance with their accumulated seniority, including but not limited to vacation eligibility, step on guide, etc.

h. An employee shall only lose school district seniority if she/he resigns or is discharged for cause, irrespective of whether she/he is subsequently rehired by the school district.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this _____ day of _____, 2011.

Attest:

The Board of Education of the
Town of Newton

DONNA C. SNYDER, Board Secretary

BY: _____
ED CAFFREY, Board President

Attest:

The Newton Educational Secretaries
Association

Jeri Salvati
JERI SALVATI, Co-President

BY *Cheryl Brewer*
CHERYL BREWER, Co-President

2011 – 2012 Newton Secretarial Salary Guide

10 Month Step

1.	21917
2.	22438
3.	22989
4.	23461
5.	24406
6.	24920
7.	25812
8.	26554
9.	27384
10.	28237
11.	28881
12.	29576
13.	30105
14.	30743
15.	31363
16.	32362
17.	33274
18.	34399
19.	35499
20.	36444
21.	37455
22.	38475
23.	39477

12 Month Step

1.	28460
2.	29155 *
3.	29850 **
4.	30650
5.	31450
6.	32307 *
7.	33167
8.	34027
9.	34887
10.	35831 *
11.	36831
12.	37831
13.	38891
14.	39951
15.	41001
16.	42031
17.	43069 *
18.	44000
19.	44951 *
20.	46307 *
21.	47799 *
22.	49790
23.	51954 *

Off Guide 58763 *

Raise of 12,266

Longevity – Article A

Does not include longevity or stipend

* Denotes person or ** persons on that step
Adm. Sec. Stipend \$1250

Schedule A –

2012 – 2013 Newton Secretarial Salary Guide

12 Month Step		12 Month Step
1.	22334	1. 29160
2.	22864	2. 29855 *
3.	23426	3. 30550 **
4.	23907	4. 31350
5.	24870	5. 32227
6.	25393	6. 33107 *
7.	26302	7. 33987
8.	27058	8. 34867
9.	27905	9. 35747
10.	28774	10. 36631 *
11.	29358	11. 37681
12.	30138	12. 38731
13.	30677	13. 39800
14.	31327	14. 40850
15.	31959	15. 41900
16.	32976	16. 42890
17.	33907	17. 43940 *
18.	35053	18. 44890
19.	36174	19. 45841 *
20.	37136	20. 47197 *
21.	38167	21. 48689 *
22.	39206	22. 50704
23.	40227	23. 52754 *

Off Guide 59563 *

Raise of 8,841 (no step movement)

Does not include longevity or stipend
 * Denotes person or ** persons on that step

Longevity – Article A
 Schedule A – Adm. Sec. Stipend \$1250

2013 – 2014 Newton Secretarial Salary Guide

10 Month Step

1. 22579
2. 23116
3. 23684
4. 24169
5. 25144
6. 25673
7. 26592
8. 27356
9. 28212
10. 29090
11. 29681
12. 30470
13. 31014
14. 31672
15. 32311
16. 33339
17. 34280
18. 35438
19. 36571
20. 37545
21. 38587
22. 39637
23. 40670

12 Month Step

1. 29680
2. 30280 * Donna, Nancy + Rachel
3. 30975 ** Kate + Karen
4. 31805 + Lisa
5. 32675
6. 33557 * Carollee
7. 34407
8. 35301
9. 36191
10. 37081 * Richelle
11. 38180
12. 39240 Annette
13. 40300 Laura
14. 41360
15. 42420
16. 43480
17. ~~44540~~ * retired
18. 45490
19. 46451 * Daria
20. ~~47827~~ * retired
21. 49319 * retired
22. 51525
23. 53354 * Cheryl

Off Guide 59563 * retired

Raise of 5,245 (no step movement)

Does not include longevity or stipend

* Denotes person or ** persons on that step

Longevity – Article A

Schedule A – Adm. Sec. Stipend \$1250