

A G R E E M E N T

Between

THE BOARD OF EDUCATION OF THE TOWN OF WESTFIELD

Board of
Education

AND

THE WESTFIELD ASSOCIATION OF EDUCATIONAL SECRETARIES

X JULY 1, 1981 - JUNE 30, 1983

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PREAMBLE

This Agreement made _____, 1981, by and between the Board of Education of the Town of Westfield, County of Union, State of New Jersey, hereinafter referred to as the "Board" and the Westfield Association of Educational Secretaries, hereinafter referred to as the "Association,"

WHEREAS, the Board and the Association have entered into negotiations in accordance with the provisions of the Employer-Employee Relations Act, Chapter 123, Public Laws of 1974 (N.J.S.A. 34:13A-1 et seq.)

NOW, THEREFORE, it is agreed as follows:

ARTICLE I

RECOGNITION

The Board does hereby recognize the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all secretaries except:

The Executive Secretary to the Superintendent of Schools

Temporary Help (who work less than 90 days and/or are not required to become members of PERS).

ARTICLE II

NEGOTIATIONS OF SUCCESSOR AGREEMENT

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

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on the terms and conditions of secretaries' employment. Such negotiations shall begin in the calendar year preceding the calendar year in which this Agreement expires in accordance with applicable PERC rules.

Any Agreement so negotiated shall apply to all secretaries in the bargaining unit as defined in Article I, be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a secretary or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a secretary or a group of secretaries.

2. Aggrieved person

An "aggrieved person" is the person or persons or the Association making the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, a resolution to the problems which may from time to time arise affecting the terms and conditions of employment of secretaries. Both parties agree that these proceedings will be kept informal and confidential. It is understood by both parties that this procedure is not an instrument for negotiating changes in this Agreement or in policies.

C. Procedure

1. Time limits

- a. The number of days indicated at each level shall be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- b. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall be deemed a denial of the grievance and shall permit the aggrieved to proceed to the next step. Failure to initiate a grievance or failure to appeal a grievance decision to the next step within the specified time limits shall be

deemed to be acceptance of the decision rendered and a waiver of the right to proceed to the next step of the grievance procedure.

2. Year end grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level one - immediate superior and/or principal

a. A secretary with a grievance shall, within thirty working (30) days of the date of the occurrence of the event giving rise to the grievance, or the date she obtained knowledge or could reasonably have obtained knowledge of the occurrence, present the grievance in writing and discuss it with her immediate superior.

b. If the secretary is not satisfied with the disposition of her grievance at Level one (a), or if no decision has been rendered within five (5) working days after the presentation of the grievance, and the secretary and her immediate superior are under the authority of a building principal, she may file the grievance in writing with the principal and with the Association within five (5) working days after the decision at Level one (a), or ten (10) working days after the grievance was presented, whichever is sooner.

4. Level two - Superintendent

If the secretary is not satisfied with the disposition of her grievance at Level one, or if no decision has been rendered within five (5) working days after the presentation of the grievance, she may file the grievance in writing with the Superintendent and with the Association within five (5) working days after the decision at Level one or ten (10) working days after the grievance was presented, whichever is sooner.

5. Level three - Board

If the secretary is not satisfied with the disposition of her grievance at Level two, or if no decision has been rendered within ten (10) working days after the grievance was presented to the Superintendent, she

may, within five (5) working days after a decision by the Superintendent or fifteen (15) working days after the grievance was presented to the Superintendent, whichever is sooner, request in writing that the Association refer her grievance to the Board. Within ten (10) working days after receiving the written request, the Association shall refer the grievance to the Board.

6. Level four - Arbitration

- a. If a grievance concerns interpretation, application or violation of the Agreement and if the secretary is not satisfied with the disposition of her grievance at Level three, or if no decision has been rendered within twenty (20) working days after the grievance was delivered to the Board, she may, within five (5) working days after a decision by the Board or twenty-five (25) working days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit her grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) working days after receipt of the request.
- b. Within ten (10) working days after such written notice of submission to arbitration, the Board and 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.
- c. The arbitrator so selected shall confer with the representatives of the Board and 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 his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the

commission of an act prohibited by law or which is violative of the terms of this Agreement. The award of the arbitrator shall be binding on the parties for grievances concerning the express terms of this Agreement only and advisory for all other grievances.

- d. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C (6) (b) of this Article.
- e. 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. Rights of Secretaries to Representation

- 1. An aggrieved person may present her written grievance and process it through the various steps of the grievance procedure by herself, or, at her option, through a representative of the Association. Where an aggrieved person is not represented by the Association, a representative of the Association shall have the right to be present at every step of the grievance procedure to present the views of the Association.

E. Miscellaneous

1. Group grievance

If, in the judgment of the Association, a grievance affects a group or class of secretaries, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level two.

2. Written decisions

All decisions shall be in writing and shall be transmitted promptly to all parties and to the Association.

3. Separate grievance file

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.

4. Meetings and hearings

All meetings and hearings under this procedure shall be conducted in private and shall include only the aggrieved persons, their selected representatives and the representatives of the Association.

ARTICLE IV

SECRETARY RIGHTS

A. Rights and Protection in Representation

The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any secretary in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitutions of New Jersey and the United States.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any secretary such rights as she may have under New Jersey School Laws or other applicable laws and regulations.

C. Required Meetings or Hearings

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

D. Association Identification

No secretary shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

E. Just Cause

No Employee shall be disciplined or reprimanded without just cause.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. Information

The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information.

B. Released Time

Whenever any representative of the Association or any secretary participates during working hours in negotiations or grievance proceedings she shall suffer no loss of pay.

C. Use of School Buildings

The Association and its representatives shall have the right to use, for Association purposes, school buildings and rooms not in use for school purposes at all reasonable hours upon proper application made reasonably in advance thereof.

D. Use of School Equipment

The Association shall have the right to use school facilities and equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable direct cost related to such use. The Association recognizes that this provision concerns Association business only.

E. Mail Facilities

The Association shall have the right to use the interschool mail facilities as it deems necessary.

ARTICLE VI

WORK YEAR

A. Work Year

1. Ten and one-half (10-1/2) month personnel

The work year shall consist of 207.5 work days and shall extend from July 1 to June 30 with the exception of the first thirty (30) work days in July-August. In the event schools will close later than June 27, the parties agree to meet not later than April 1 to determine whether or not the final work day will be June 30 or later. If a later date is agreed upon, the date on which secretaries return to work shall be proportionately later. In the event that ten and one-half (10-1/2)

month personnel shall be required to work in excess of 207.5 work days during the work year, said personnel shall be paid 1/200 of their contract salary for each additional day worked, or, alternatively, shall be allowed compensatory time off equal to the extra day(s) worked.

2. Twelve (12) month personnel
The work year for secretaries employed on a twelve (12) month basis shall be July 1 to June 30 which shall include holidays and vacation time.
3. Health and Attendance Departments Personnel
The work year for secretaries in the attendance departments shall be September 1 to June 30.

B. Holidays

1. Secretaries employed on a twelve (12) month basis shall have thirteen and one-half (13-1/2) holidays which shall include one-half (1/2) day prior to the Thanksgiving recess and at least one day during the Christmas recess, between December 26 and December 31 inclusive, to occur at the beginning or end of the work week. A half day is defined as not more than four and one-half (4-1/2) consecutive hours. In addition to the foregoing, such secretaries shall have an additional "floating holiday", which may be utilized in the discretion of each such secretary.
2. Secretaries employed on a ten and one-half (10-1/2) month basis shall be entitled to all the twelve (12) month secretaries' holidays which fall during their work year, plus the Christmas, Mid-Winter and Spring recesses. The Superintendent shall consult with the Association prior to making recommendations to the Board for the school calendar.
3. Health and attendance departments secretaries shall have all holidays on the student calendar.

C. Vacations

Twelve (12) month employees shall be entitled to the following vacation with full salary:

- At the end of June of the first work year - .833 days per full month of service
- At the end of June of the second through fifth work year - 10 days
- At the end of June of the sixth through eleventh work year - 15 days
- At the end of June of the twelfth work year and thereafter - 20 days

Vacations are to be taken only when school is not in session except for the business office, superintendent's office, personnel office, elementary coordinator's office, Office of Instruction, and special service's office. Prior approval of the immediate supervisor is required.

D. Inclement Weather

Secretaries shall not report for work when school is closed because of inclement weather, with the exception of the switchboard operator who will be paid double time and transportation will be provided by the Board of Education.

ARTICLE VII

WORKDAY

A. Workday

1. During the normal school year, the workday of all full-time secretaries on a 10-1/2 month basis shall begin at 8:00 a.m. and shall end at 4:00 p.m. unless changed by directive.
2. During the normal school year the workday of all full-time secretaries on a 12-month basis shall consist of not more than eight hours.
3. Secretaries employed on a part-time basis shall have a workday as mutually agreed to by themselves and their supervisor.
4. When school is not in session, the workday of all full-time secretaries shall begin at 8:00 a.m. and shall end at 3:00 p.m. with one hour off for lunch for a total of six working hours a day.

B. Lunch Period

The workday of all full-time secretaries shall include a one-hour duty-free lunch period which is not to count toward computation for overtime in "D" below.

C. Break Periods

Except in cases of emergency, all full-time secretaries shall be entitled to two 15-minute break periods, one in the morning and one in the afternoon.

D. Overtime

Any time worked beyond that provided by Sections A, B, and C above shall be overtime, which shall be compensated at the regular rate up to and including 40 hours in any one work

week and at one and one-half (1-1/2) regular time rates for work in excess of forty (40) hours. Secretaries may elect to take compensatory time off equal to the overtime worked. Compensatory time shall be scheduled when mutually convenient.

ARTICLE VIII

SALARIES

A. Salary Guide

The salary of each secretary covered by this Agreement is set forth in Schedule A and Schedule B which are attached hereto and made a part hereof.

B. Method of Payment

Each secretary employed on a 10-1/2-month basis or a 12-month basis shall be paid in twenty-four (24) semi-monthly installments. Secretaries employed in the attendance department shall be paid in twenty (20) semi-monthly installments during the period September through June.

C. Exceptions

When a payday falls on or during a school holiday, school vacation or weekend, secretaries shall receive their pay checks on their last previous working day.

D. Procedure for Withholding an Increment

The Board may withhold increments for inefficiency or other just cause related to the performance of duties, and only in accordance with the following:

1. The immediate superior and/or the principal shall not forward any recommendation to withhold a secretary's increment through the Superintendent to the Board unless, at least ninety (90) calendar days prior thereto, and in no case later than April 1 of the preceding year in which such action would take effect, the immediate superior and/or principal has given to the secretary against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendation, specifying the nature thereof with such particulars as to furnish the secretary an opportunity to correct and overcome the same.
2. Once a recommendation is forwarded to the secretary and the Board, the secretary may within ten (10) working days file a grievance commencing at the Superintendent's Level. No action shall be taken on the recommendation until the grievance is heard according to the grievance procedure as set forth heretofore in ARTICLE III of this Agreement.

3. Any increment withheld under this provision shall be restored the following year unless the procedures set forth in this provision are followed once again, in which case the increment or increments previously withheld and any additional increments which may be due may be withheld.

ARTICLE IX

TRANSFERS AND REASSIGNMENTS

- A. Notification of Vacancies
All secretarial vacancies and/or new secretarial positions arising within the system shall be posted to all present personnel before seeking outside candidates. Secretaries who desire to apply for such vacancies shall submit their application in writing to the personnel office. Such posting shall include job title, description and/or list of responsibilities, skills required and salary classification.
- B. Reassignment - Voluntary
In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual secretary shall be honored to the extent that the transfer does not conflict with the best interests of the school system.
- C. Reassignment - Involuntary
An involuntary transfer or reassignment shall be made only after a meeting between the secretary involved and the supervisor at which time the secretary shall be notified of the reason thereof. In the event that a secretary objects to the transfer or reassignment at this meeting, upon the request of the secretary the Superintendent or his designee shall meet with her. The secretary may, at her option, have an Association representative present at such meeting.

ARTICLE X

EMPLOYEES' ABSENCES

- A. Each employee, when absent from his or her position for any reason whatsoever, shall give immediate notice to his or her Principal or Supervisor, stating the reason for the absence and its probable duration.
- B. In the case of serious illness or a prolonged absence, it will be necessary for the employee, upon request, to be examined by the Board of Education medical examiner prior to

his/her return to work. Before going to the Board of Education medical examiner, one must have a note from an attending physician certifying that he/she is physically capable of resuming his/her duties. The employee must take this with him/her at the time of the appointment.

C. Sick Leave

1. Definition

- a. Sick leave is defined as an employee's absence from her post of duty because of her disability due to personal illness or injury.

2. Sick Leave

- a. During each year of the term of the Agreement, each employee shall be entitled to one and one-half (1-1/2) days' sick leave for each month of employment during such year. Secretaries who work twelve (12) months shall be entitled to eighteen (18) days' sick leave each year; those who work ten and one-half (10-1/2) months shall be entitled to sixteen (16) days; those who work ten (10) months shall be entitled to fifteen (15) days.
- b. A full year's allowance shall go into effect July 1 of each year. A new employee who commences work after July 1 shall be entitled to a full year's allowance as determined in paragraph C, 2, a above.
- c. When any employee uses in any year of the term of this Agreement less than the number of days permitted, days not utilized shall be cumulative to be available to be used for sick leave in subsequent years, except that no person shall be allowed to increase her total accumulation by more than fifteen (15) days in any one year.
- d. Sick days actually used reduce the fifteen (15) days available for accumulation.
- e. All days allotted for the current year shall be used before any accumulated sick leave is used.

D. Temporary Leaves

1. Absence without salary deduction or charge against sick leave may be authorized by the Superintendent as follows:
 - a. For absence occasioned because an employee is quarantined for the sickness of another.
 - b. For absence occasioned by an accident on the job.

2. Absence upon the specific approval of the Superintendent without salary deduction or charge against sick leave is authorized as follows:
 - a. Up to three days for absence occasioned by the death of a parent, husband, wife, son, daughter, brother or sister.
 - b. One day's absence occasioned by death of a father-in-law, mother-in-law, grandparent, aunt or uncle.
 - c. Up to three days for absence occasioned by the serious illness of a husband, wife, son, daughter, father, mother, brother, sister, grandparent, father-in-law, or mother-in-law.
 - d. Absence for reasons of personal emergency. Such reasons are defined as those considered unavoidable. The time limit for each individual case shall be determined by the Superintendent.
3. Written application should be made through the Principal or Supervisor for approval of absence under this section, either in advance or within 48 hours after return to duty.

ARTICLE XI

EXTENDED LEAVES

A. Maternity

1. Maternity leaves without pay shall be granted to pregnant secretaries upon request. Such request shall include the beginning date of the leave and shall specify the anticipated termination date of the leave.
2. The secretary shall begin her leave without pay on the date specified in her request or, if her physical condition is in question, then her leave shall begin when she is no longer able to produce a certification from her physician that she is medically able to continue to perform her job duties.
3. The leave without pay shall terminate on the date specified in her request unless the secretary requests an extension whereupon the leave may, in the discretion of the Board, be extended for an additional specific period of time for reasons associated with the preg-

nancy, birth or for other related causes. If, at the termination of such a leave, the Board questions the secretary's physical condition or capacity to resume performing her former job duties, then the secretary shall produce a certification from her physician as to her capacity to resume her job duties.

4. The Board shall not be required to extend any maternity leave of absence of non-tenured secretaries beyond the end of the contract year in which the leave is obtained.
5. If there is any disagreement between the secretary's physician and the Board's physician over the physical condition of the secretary requesting maternity leave under the provisions of paragraphs 2 and 3 above, then the two physicians shall agree in good faith on a third impartial physician who shall examine the secretary and whose medical opinion shall be conclusive and binding on the issue of the secretary's medical capacity to continue to perform her job duties or to resume such job duties.
6. Any secretary adopting a child shall be entitled to a leave similar to that provided in paragraphs one, two and three above, which leave shall commence upon the secretary's receiving de facto custody of said child, or earlier if necessary to fulfill the requirements for the adoption.
7. For any period of disability caused or contributed to by a secretary's pregnancy and/or child birth, the secretary may elect to use her accumulated sick leave, if any, and shall receive, during any such period, full pay and benefits. The period of disability caused or contributed to by pregnancy and childbirth shall be deemed to commence one (1) month prior to the anticipated delivery date and terminate one (1) month after the actual delivery, or for such longer or shorter period that the secretary's physician certifies that she is unable to perform her job duties. In the event of any disagreement between the secretary's physician and the Board's physician as to the secretary's ability to continue or to resume her job duties, such disagreement shall be resolved pursuant to paragraph 5 above.

B. Illness in Family

A leave of absence without pay of up to one (1) year shall be granted for their purpose of caring for a sick member of the secretary's immediate family. Additional leave may be granted at the discretion of the Board.

ARTICLE XII

INSURANCE PROTECTION

A. Full Health Care Coverage

The Board shall pay the full premium for each secretary and, in cases where appropriate, for family plan insurance coverage from the Connecticut General Health Benefits Program. In addition, the Board shall pay the full premium for each secretary and, in cases where appropriate, for family plan coverage for such basic dental coverage and Riders as are provided in the Agreement between the Board and the Westfield Education Association.

B. Major Medical Rider

The Board shall pay for all Employees for either single or family coverage as may be appropriate, the full premium for the major medical rider covering (i) catastrophic events and (ii) the elimination of the presently existing limit of \$50,000.00 on major medical coverage.

C. Prescription Plan

In the second year of the Agreement, namely, 1982-1983, the Board shall pay for all Employees, for either single or family coverage as may be appropriate, the full premium for a prescription plan as provided in the Agreement between the Board and the Westfield Education Association.

D. Coverage After Retirement

The Board agrees to permit each Employee, who has retired from the Westfield Public Schools under the provisions of the Public Employees' Retirement System and is entitled to receive pension payments thereunder, to continue his/her participation in the insurance programs which are the subject of this Article and which are in effect as of the time of the Employee's retirement from the Westfield Public Schools. In order for an Employee to be so eligible to continue participation in said insurance programs after the Employee's retirement, the Employee must have retired after fifteen (15) or more years of service in the Westfield Public Schools and must, within thirty (30) calendar days of retirement from the Westfield Public Schools, submit to the Board a request in writing for continued participation in said insurance programs. Each retired Employee who participates in the insurance programs which are the subject of this Article shall pay the cost for his or her participation, such payment to be made by semi-annual installments paid in advance. Eligibility for participation in said health insurance programs shall cease immediately upon the attainment by the retired Employee of eligibility to participate in Medicare or upon the Employee's death.

E. Equivalency Coverage

Notwithstanding the provisions of Sections A, B and C, the Board and the Association agree that, in the event that the Board or the Association desires to replace the insurance described in Sections A, B and C, the Board may do so upon the following conditions:

1. Under no circumstances may the insurance described in Sections A, B and C be reduced in any way below the coverage provided for.
2. There shall be no break or discontinuance in insurance coverage under Sections A, B and C.
3. Any other provider of the insurance described in Sections A, B and C must provide insurance that is generally acceptable to hospitals (and to doctors, dentists and pharmacies, if applicable) in the area of Westfield, New Jersey.
4. Any other provider of the insurance described in Sections A, B and C must have a reputation for making payments within a reasonable amount of time.
5. Either party shall have the right to reject the selection of a new insurance provider for any of the reasons set forth in subsections 1 through 4 above. Such rejection, if it occurs, may be submitted to arbitration under the terms of this Agreement.

ARTICLE XIII

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its secretaries dues for the Westfield Association of Educational Secretaries and the New Jersey Education Association or any one or any combination of such Associations as said secretaries individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15 9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Westfield Association of Educational Secretaries by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

B. Services

The Board agrees to deduct from the salary of any secretary and to forward such money as any secretary authorizes the Board to deduct and to transmit to the Union County Teachers' Federal Credit Union, for the purchase of one or more tax-sheltered annuity plans which have been approved by the Board for deduction, or for the purchase of Washington National Income Protection Insurance. Any secretary may have such deductions discontinued in accordance with the procedure of said agency.

ARTICLE XIV

FACILITIES

- A. The primary work areas of all secretaries shall be air-conditioned unless the physical make-up of the area makes air conditioning impractical.

If air conditioning is impractical, then adequate ventilation will be provided.

- B. Every effort will be made to provide each secretary with an electric typewriter if she so desires.

ARTICLE XV

EMPLOYMENT

Substitutes

When a secretary is absent she shall notify the Substitute Call Service of her absence. The secretary shall have no further responsibility in acquiring a substitute if one is needed.

ARTICLE XVI

TRAVEL AND CONFERENCE EXPENSES

- A. Personnel under this classification may apply for reimbursement up to fifty percent (50%) of total traveling expenses when attending educational secretary conventions as program participants or officers. This requires approval of the supervisor or principal and the Superintendent of Schools.

- B. The Board of Education agrees to pay the registration fee for members of the Association who attend, with the approval of their immediate supervisors and/or principals, any workshops or conferences relative to their positions, excluding the New Jersey Education Association Convention, at a total aggregate cost for all members of the Association not to exceed \$500 each year. A substitute will be provided if necessary.
- C. The Board agrees to pay up to a maximum of \$100.00 per year (and in no event greater than the actual cost of any approved course or courses) to any secretary who shall have incurred tuition expenses for courses taken for professional improvement, for which she shall have received prior written approval by the Superintendent and for which evidence of the cost thereof and of successful completion is submitted to the Superintendent.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Any individual contract between the Board and an individual secretary who is a member of the unit, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any provisions inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Copies of this Agreement shall be reproduced within sixty (60) days after the Agreement is signed, the cost to be borne equally by the Board of Education and the Westfield Association of Educational Secretaries.
- D. Whenever used in this Agreement, the masculine gender shall include the feminine, and the feminine gender shall include the masculine.

ARTICLE XVIII

REPRESENTATION FEE

A. Purpose of Fee

If an Employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) 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 to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the aggregate amount of the regular membership dues, initiation fees and assessments charged by the Association to each of its own members for that membership year. The representation fee to be paid by each non-member will be equal to eighty-five (85%) per cent of said aggregate amount.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any Employee who is not a member of the Association for the current membership year the full amount of the representation fee referred to in Section B above and promptly will transmit the installments so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the Employee begins his or her employment in a bargaining unit position.

D. Termination of Employment

If an Employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said Employee during the membership year in question and promptly forward same to the Association.

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

F. Demand and Return System

The Association shall develop a demand and return system consistent with Chapter 477, P.L. 1979.

ARTICLE XIX

EVALUATION PROCEDURE

1. All secretaries will be provided with a minimum of one (1) written evaluation per year to coincide with the present evaluation timeline which is submitted to the Superintendent by February 15 of the year. Said evaluation shall be prepared by the secretary's immediate supervisor.
2. There will be a conference between the supervisor and secretary after the evaluation has been written and submitted to the secretary, which conference will be held not sooner than two (2) days after the receipt by the secretary of the written evaluation.
3. The signing of the written evaluation should occur within two (2) working days of the review conference.
4. The secretary should have the right to submit his/her response within ten (10) days of the signing.
5. The supervisor shall submit to the staff member an evaluation of his/her job performance that includes areas of strength, areas of needed improvement and suggested methods or means by which that staff member can improve.
6. All secretaries shall have the right, upon reasonable advance notice to the immediate supervisor to inspect the contents of his/her personnel file. In connection with any such inspection, the secretary shall have the right to be accompanied by an Association Representative of his/her choosing if so desired.

ARTICLE XX

NON-DISCRIMINATION

The Board agrees that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, discipline, salary, hours or terms and conditions of employment of Employees or in the application or administration of this Agreement, on the basis of race, creed, color, religion, national origin, sex, domicile, age, marital status, economic status or handicap.

ARTICLE XXI

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1981, and shall continue in effect until June 30, 1983. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. Status of Incorporation

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

WESTFIELD ASSOCIATION OF
EDUCATIONAL SECRETARIES

WESTFIELD BOARD OF EDUCATION

Mildred St. Menard
President

Therese S. Gulotta
President

Secretary

Secretary

Date _____

SCHEDULE A

SALARY GUIDE FOR SECRETARIES 1981-82

	<u>12-Months' Position</u>				
<u>Steps</u>	<u>Scale I</u>	<u>Scale II</u>	<u>Scale III</u>	<u>Scale IV</u>	<u>Scale V</u>
1	\$ 7,500	\$ 7,880	\$ 8,235	\$ 8,985	\$ 9,735
2	7,900	8,280	8,635	9,405	10,170
3	8,300	8,680	9,035	9,820	10,605
4	8,700	9,080	9,435	10,240	11,040
5	9,100	9,480	9,835	10,660	11,475
6	9,700	9,980	10,335	11,125	11,910
7	10,550	10,750	10,985	11,725	12,460
8	11,350	11,550	11,785	12,500	13,210
9		12,500	12,610	13,335	14,110
10			13,535	14,320	15,110

10-1/2 Months' Position

	<u>Scale I</u>	<u>Scale II</u>	<u>Scale III</u>
1	\$ 6,563	\$ 6,895	\$ 7,206
2	6,913	7,245	7,556
3	7,263	7,595	7,906
4	7,613	7,945	8,256
5	7,963	8,295	8,606
6	8,488	8,733	9,043
7	9,231	9,406	9,612
8	9,931	10,106	10,312
9		10,938	11,034
10			11,843

Attendance department secretaries shall receive 83-1/3% of the appropriate step of the 12-months salary schedule.

\$700. longevity increase for secretaries with 20 or more years service in Westfield.

\$400. longevity increase for secretaries with 15 years service in Westfield but less than 20 years service in Westfield.

A secretary new to the Westfield School District shall be placed on the initial step of the appropriate salary guide, except in those cases wherein the Superintendent recommends a placement at a higher step, provided, however, that no secretary new to the District shall be placed higher than Step Six.

SCHEDULE B

SALARY GUIDE FOR SECRETARIES 1982-83

	<u>12-Months' Position</u>				
<u>Steps</u>	<u>Scale I</u>	<u>Scale II</u>	<u>Scale III</u>	<u>Scale IV</u>	<u>Scale V</u>
1	\$ 7,850	\$ 8,215	\$ 8,575	\$ 9,380	\$ 9,940
2	8,250	8,630	9,000	9,830	10,480
3	8,650	9,045	9,425	10,280	11,020
4	9,050	9,460	9,850	10,730	11,560
5	9,540	9,955	10,340	11,225	12,100
6	10,030	10,450	10,835	11,745	12,645
7	11,000	11,200	11,595	12,480	13,365
8	12,200	12,350	12,520	13,365	14,265
9		13,500	13,600	14,365	15,220
10			14,620	15,465	16,320

10-1/2 Months' Position

	<u>Scale I</u>	<u>Scale II</u>	<u>Scale III</u>
1	\$ 6,869	\$ 7,188	\$ 7,503
2	7,219	7,551	7,875
3	7,569	7,914	8,247
4	7,919	8,278	8,619
5	8,348	8,711	9,048
6	8,776	9,144	9,481
7	9,756	9,800	10,146
8	10,675	10,806	10,955
9		11,813	11,900
10			12,793

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