

555

AGREEMENT BETWEEN

LAKELAND EDUCATIONAL SECRETARIES ASSOCIATION, INC.

AND

THE BOARD OF EDUCATION OF THE LAKELAND REGIONAL
HIGH SCHOOL

Expired Contract - June 30, 1995

THIS AGREEMENT, MADE AS OF THE _____ DAY
OF _____ BY AND BETWEEN:

THE BOARD OF EDUCATION OF THE LAKELAND REGIONAL HIGH SCHOOL DISTRICT, A SCHOOL DISTRICT CREATED UNDER THE LAWS OF THE STATE OF NEW JERSEY, COMPRISING THE BOROUGHES OF RINGWOOD AND WANAUKE IN THE COUNTY OF PASSAIC, PARTY OF THE FIRST PART, HEREINAFTER REFERRED TO AS THE "BOARD" AND,

THE LAKELAND EDUCATIONAL SECRETARIES ASSOCIATION, INC., PARTY OF THE SECOND PART, HEREINAFTER REFERRED TO AS THE "ASSOCIATION".

WITNESSETH:

IN CONSIDERATION OF THE MUTUAL PROMISES AND UNDERTAKINGS HEREIN CONTAINED, THE PARTIES HERETO DO HEREBY AGREE AS FOLLOWS:

ARTICLE I RECOGNITION

A. UNIT

1. THE BOARD HEREBY RECOGNIZES THE ASSOCIATION AS THE EXCLUSIVE AND SOLE REPRESENTATIVE FOR COLLECTIVE NEGOTIATION CONCERNING GRIEVANCES AND TERMS AND CONDITIONS OF EMPLOYMENT FOR ALL SECRETARIAL PERSONNEL NOW OR HEREAFTER EMPLOYED BY THE BOARD PURSUANT TO THE TERMS OF THIS AGREEMENT, EXCLUDING THE SUPERINTENDENT'S SECRETARY AND THE BOARD OFFICE SECRETARIES.

B. DEFINITION OF SECRETARY

1. UNLESS OTHERWISE INDICATED, THE TERM "SECRETARY" WHEN USED IN THIS AGREEMENT SHALL REFER TO ALL SECRETARIAL PERSONNEL REPRESENTED BY THE ASSOCIATION (AS DEFINED IN PARAGRAPH A), AND THE FEMININE GENDER, AS USED HEREIN, SHALL BE DEEMED TO REFER TO THE MASCULINE GENDER WHEREVER APPLICABLE.

ARTICLE II NEGOTIATION PROCEDURE

A. NEGOTIATION OF SUCCESSOR AGREEMENTS

1. THE PARTIES HEREBY AGREE TO ENTER IN GOOD FAITH INTO COLLECTIVE BARGAINING NEGOTIATIONS PERTAINING TO A SUCCESSOR AGREEMENT IN ACCORDANCE WITH THE EMPLOYER-EMPLOYEE RELATIONS ACT, 1968, AS AMENDED BY CHAPTER 123, PUBLIC LAWS, 1974. IN ORDER TO REACH AGREEMENT ON ALL MATTERS OF SECRETARIAL EMPLOYMENT, SUCH NEGOTIATIONS SHALL BEGIN NOT LATER THAN OCTOBER 1ST OF THE CALENDAR YEAR PRECEDING THE CALENDAR YEAR IN WHICH THE AGREEMENT EXPIRES. ANY AGREEMENT SO NEGOTIATED SHALL APPLY TO ALL SECRETARIES IN THE UNIT, BE REDUCED TO WRITING, AND EXECUTED AND DELIVERED TO EACH OF THE PARTIES THERETO TO THE OTHER.
2. NEGOTIATIONS SHALL BE HELD ON SUCH DAYS AS MAY BE AGREED UPON BETWEEN THE PARTIES AND EACH NEGOTIATION SESSION SHALL, UNLESS OTHERWISE AGREED, END NO LATER THAN 11:00 P.M. ON ANY DAY PRECEDING

A SCHOOL OR WORKING DAY.

3. IF ANY PROVISION OF THIS AGREEMENT OR ANY APPLICATION OF THIS AGREEMENT TO ANY PERSON OR PERSONS IN THE UNIT 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.
4. 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 HERETO.

B. AVAILABILITY OF DATA

1. DURING NEGOTIATIONS, THE BOARD AND THE ASSOCIATION SHALL PRESENT RELEVANT DATA, EXCHANGE POINTS OF VIEW AND MAKE PROPOSALS AND COUNTER-PROPOSALS. THE BOARD SHALL MAKE AVAILABLE TO THE ASSOCIATION, FOR ITS INSPECTION, ALL RECORDS REQUIRED BY LAW. THE LINE BUDGET SHALL BE MADE AVAILABLE TO THE ASSOCIATION BY THE BOARD AFTER SUCH BUDGET HAS BEEN PUBLISHED.

C. EXCLUSIVE SELECTION OF REPRESENTATIVES

1. NEITHER PARTY HERETO SHALL HAVE ANY CONTROL OVER THE SELECTION OF THE NEGOTIATING REPRESENTATIVES (HEREINAFTER CALLED "NEGOTIATING COMMITTEE") OF THE OTHER PARTY.

D. MEETINGS TO REVIEW AGREEMENT

1. REPRESENTATIVES OF THE BOARD AND THE ASSOCIATIONS NEGOTIATING COMMITTEES SHALL MEET TO REVIEW THE ADMINISTRATION OF THIS AGREEMENT ON A DATE MUTUALLY AGREED UPON BETWEEN THE SAID REPRESENTATIVES, BUT SUCH DATE SHALL BE NO LATER THAN THIRTY (30) CALENDAR DAYS FROM THE DATE EITHER PARTY NOTIFIES THE OTHER THAT CERTAIN PROBLEMS WHICH HAVE ARISEN SHOULD BE RESOLVED; ANY SUCH MEETINGS ARE NOT INTENDED TO BYPASS THE GRIEVANCE PROCEDURE.

E. ASSOCIATION'S EXCLUSIVE NEGOTIATING RIGHTS

1. THE BOARD SHALL NOT NEGOTIATE CONCERNING ANY PERSON BELONGING TO THE UNIT (AS DEFINED IN ARTICLE I) OR WITH ANY ORGANIZATION OTHER THAN THE ASSOCIATION DURING THE DURATION OF THIS AGREEMENT.

ARTICLE III
- GRIEVANCE PROCEDURE

A. DEFINITIONS

1. GRIEVANCE

- a. A GRIEVANCE IS A CLAIM BASED UPON THE INTERPRETATION, APPLICATION OR VIOLATION OF THIS AGREEMENT AND THE POLICIES AND ADMINISTRATIVE DECISIONS RELATING TO THE SPECIFIC PROVISIONS OF THIS AGREEMENT OR FILED BY THE ASSOCIATION

WITH THE NAME OF THE AGGRIEVED, OR ON WHOLE BEHALF THE ASSOCIATION IS GRIEVING, BEING SUBMITTED AT ALL LEVELS.

- b. A GRIEVANCE IS A CLAIM BASED UPON THE INTERPRETATION, APPLICATION OR VIOLATION OF POLICIES AND ADMINISTRATIVE DECISIONS NOT SPECIFIED IN THIS AGREEMENT AFFECTING A SECRETARY OR A GROUP OF SECRETARIES, FILED BY A SECRETARY OR FILED BY THE ASSOCIATION, WITH THE NAME OF THE AGGRIEVED, OR ON WHOLE BEHALF THE ASSOCIATION IS GRIEVING, BEING SUBMITTED ON ALL LEVELS.

2. AGGRIEVED PERSON

AN AGGRIEVED PERSON IS THE SECRETARY, GROUP OF SECRETARIES, OR THE ASSOCIATION MAKING THE CLAIM.

3. PARTIES IN INTEREST

THE TERM "PARTIES IN INTEREST" IS THE SECRETARY, OR GROUP OF SECRETARIES, MAKING THE CLAIM, AND ANY PERSON, INCLUDING THE ASSOCIATION OR THE BOARD, WHO MIGHT BE REQUIRED TO TAKE ACTION, OR AGAINST WHOM ACTION MIGHT BE TAKEN, TO RESOLVE THE CLAIM.

4. DAYS

THE WORK "DAYS" AS USED HEREIN, SHALL BE DEEMED TO MEAN AND INCLUDE DAYS ON WHICH SECRETARIES ARE REQUIRED TO WORK.

B. GRIEVANCE SUBMISSION

- 1a. ANY SECRETARY(S) OF THE UNIT WHO HAS A GRIEVANCE AS DEFINED IN ARTICLE III, A.1.a, REGARDING THE INTERPRETATION, APPLICATION OR VIOLATION OF THIS AGREEMENT, ABOVE, SHALL FIRST DISCUSS IT WITH THE IMMEDIATE SUPERVISOR WITH THE OBJECTIVE OF RESOLVING THE MATTER INFORMALLY.
- b. IF, WITHIN A PERIOD OF FIVE (5) DAYS OF THE SUBMISSION OF A GRIEVANCE, THE MATTER IS NOT RESOLVED BY DISCUSSION, THE SECRETARY SHALL SUBMIT THE GRIEVANCE IN WRITING TO THE PRINCIPAL WHO SHALL, WITHIN AN ADDITIONAL PERIOD OF FIVE (5) DAYS THEREAFTER, NOTIFY THE SECRETARY, IN WRITING, OF HIS DECISION.
- c. IF THE SECRETARY OBJECTS TO THE OPINION RENDERED BY THE PRINCIPAL, SHE MAY, WITHIN FIVE (5) DAYS AFTER RECEIPT OF THE PRINCIPAL'S WRITTEN DECISION, APPEAL THE SAME TO THE SUPERINTENDENT. SUCH APPEAL SHALL BE IN WRITING AND SHALL SET FORTH THE GROUNDS UPON WHICH THE OBJECTION IS BASED. A COPY OF ANY SUCH APPEAL SHALL BE PROMPTLY SUBMITTED TO THE PRINCIPAL.
- d. WITHIN A PERIOD OF TEN (10) DAYS FROM THE FILING OF THE APPEAL WITH THE SUPERINTENDENT, HE SHALL GRANT THE SECRETARY A HEARING AND SHALL SUBMIT HIS DECISION IN WRITING, WITH SUPPORTING REASONS, TO THE SECRETARY AND SHALL FORTHWITH DELIVER A COPY OF SUCH DECISION TO THE PRINCIPAL.
- e. IN THE EVENT THE SECRETARY IS NOT IN AGREEMENT WITH THE DECISION OF THE SUPERINTENDENT, SUCH SECRETARY MAY, WITHIN TEN (10) DAYS AFTER RECEIPT OF THE SUPERINTENDENT'S DECISION FILE A WRITTEN APPEAL WITH

THE BOARD COMMITTEE. THE COMMITTEE MAY GRANT THE AGGRIEVED SECRETARY A HEARING AND RENDER A DECISION WITHIN TWENTY (20) DAYS AFTER THE RECEIPT OF SUCH REQUEST.

- f. IF THE AGGRIEVED SECRETARY IS NOT SATISFIED WITH THE DISPOSITION OF HER GRIEVANCE BY THE BOARD COMMITTEE OR IF NO DECISION HAS BEEN RENDERED WITHIN TWENTY (20) DAYS OF RECEIPT OF SUCH REQUEST, SHE MAY, WITHIN FIVE (5) DAYS REQUEST, IN WRITING, THAT THE ASSOCIATION SUBMIT THE GRIEVANCE TO ARBITRATION. IF THE ASSOCIATION DETERMINES THAT THE GRIEVANCE IS MERITORIOUS, IT MAY SUBMIT THE GRIEVANCE TO ARBITRATION WITH FIFTEEN (15) DAYS AFTER RECEIPT OF A REQUEST BY THE AGGRIEVED SECRETARY.
- g. WITHIN TEN (10) 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.
- h. IN THE EVENT THAT THE 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 THIS ARTICLE. THE ARBITRATOR'S DECISION SHALL BE IN WRITING AND SHALL BE SUBMITTED TO THE BOARD AND THE ASSOCIATION AND SHALL BE ADVISORY ONLY.
- i. THE COST FOR THE SERVICES OF THE ARBITRATOR, INCLUDING PER DIEM EXPENSES, IF ANY, AND ACTUAL AND NECESSARY TRAVEL, SUBSISTENCE EXPENSE 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 THE SAME.
- j. 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.
- k. FORMS FOR FILING GRIEVANCES, SERVING NOTICES, TAKING APPEALS, MAKING REPORTS AND RECOMMENDATIONS AND OTHER NECESSARY DOCUMENTS SHALL BE PREPARED JOINTLY BY THE SUPERINTENDENT AND THE ASSOCIATION AND GIVEN APPROPRIATE DISTRIBUTION SO AS TO FACILITATE OPERATION OF THE GRIEVANCE PROCEDURE. ALL MEETINGS AND HEARINGS UNDER THIS PROCEDURE SHALL BE CONDUCTED IN EXECUTIVE SESSION AT A PUBLIC MEETING AND SHALL INCLUDE SUCH PARTIES IN INTEREST AND THEIR DESIGNATED OR SELECTED REPRESENTATIVES, HERETOFORE REFERRED TO IN THIS ARTICLE. AT ANY AND ALL HEARINGS AND DURING ANY AND ALL OF THE STEPS HEREINABOVE OUTLINED, THE SECRETARY SHALL HAVE THE RIGHT TO BE REPRESENTED BY A PERSON OR PERSONS OF HER OWN CHOOSING.
- 2a. ANY SECRETARY OF THE UNIT WHO MAY HAVE A GRIEVANCE REGARDING POLICIES AND ADMINISTRATIVE DECISIONS NOT BASED UPON THE APPLICATION OR VIOLATION OF THIS WRITTEN AGREEMENT AS DEFINED IN ARTICLE III, A.1.(b) SHALL FIRST DISCUSS SUCH GRIEVANCE WITH HER IMMEDIATE SUPERVISOR.

- b. IF UNABLE TO RESOLVE THE GRIEVANCE AT THIS LEVEL, THE UNIT MEMBER SHALL WITHIN FIVE (5) DAYS, PUT IN WRITING SUCH GRIEVANCE AND SUBMIT IT TO THE SUPERINTENDENT. THE SUPERINTENDENT SHALL HAVE FIVE (5) DAYS TO INVESTIGATE AND REPLY TO THE UNIT MEMBER IN WRITING.
- c. IN THE EVENT THE SECRETARY IS NOT IN AGREEMENT WITH THE DECISION OF THE SUPERINTENDENT, SUCH SECRETARY MAY, WITHIN TEN (10) DAYS AFTER RECEIPT OF THE SUPERINTENDENT'S DECISION, FILE A WRITTEN APPEAL TO THE BOARD AND MUST NOTIFY THE SUPERINTENDENT OF THE APPEAL.
- d. THE SECRETARY(S) OR THE ASSOCIATION SHALL SUBMIT WRITTEN MEMORANDA TO THE BOARD STATING THEIR POSITION RELATIVE TO THE GRIEVANCE.
- e. DISCUSSION OF THE GRIEVANCE AND THE MEMORANDA SHALL BE HELD BY THE BOARD, WITH A QUORUM OF THE BOARD MEMBERS PRESENT. AFTER SUCH DISCUSSION, IF A MINIMUM OF THREE (3) BOARD MEMBERS PRESENT AGREE THAT THE GRIEVANCE HAS MERIT, THE BOARD SHALL GRANT THE AGGRIEVED SECRETARY(S) A HEARING AND RENDER A DECISION WITHIN TWENTY (20) DAYS OF RECEIPT OF SUCH APPEAL.
- f. AT ANY AND ALL OF THE HEARINGS AND DURING ANY AND ALL OF THE STEPS HEREINABOVE OUTLINED, THE SECRETARY SHALL HAVE THE RIGHT TO BE REPRESENTED BY A PERSON OR PERSONS OF HER OWN CHOOSING.
- g. ANY DECISION BY THE BOARD SHALL BE CONSIDERED FINAL AND BINDING UPON ALL PARTIES UNLESS THE SAME BE SET ASIDE BY THE COMMISSIONER OF EDUCATION, STATE BOARD OF EDUCATION, OR ANY COURT OF COMPETENT JURISDICTION.

ARTICLE IV ASSOCIATION RIGHTS AND PRIVILEGES

A. STATUTORY SAVINGS CLAUSE

1. NOTHING HEREIN CONTAINED 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.

B. REQUIRED MEETINGS AND HEARINGS

1. WHENEVER ANY SECRETARY IS REQUIRED TO APPEAR BEFORE THE BOARD OR ANY MEMBER OF COMMITTEE THEREOF OR BEFORE ANY ADMINISTRATOR OR SUPERVISOR, OR THE REPRESENTATIVE OR DULY AUTHORIZED AGENT OF ANY OF THEM CONCERNING ANY MATTER WHICH COULD OR MIGHT ADVERSELY AFFECT THE CONTINUATION OF THE SECRETARY IN HER OFFICE, POSITION, OR EMPLOYMENT, OR THE SALARY OF ANY INCREMENTS PERTAINING HERETO, SUCH SECRETARY SHALL BE GIVEN WRITTEN NOTICE NOT LESS THAN THREE (3) SCHOOL DAYS BEFORE THE TIME OF THE PROPOSED APPEARANCE OF THE REASONS FOR SUCH MEETINGS OR INTERVIEW AND SHE SHALL BE ENTITLED TO HAVE A PERSON OR PERSONS OF HER CHOICE PRESENT AT SUCH MEETING OR INTERVIEW TO REPRESENT AND ADVISE HER.

C. NON-RENEWAL OF CONTRACT FOR NON-TENURED SECRETARIES

1. IF THE BOARD DETERMINES NOT TO RENEW A CONTRACT OF A NON-TENURED SECRETARY, THE SECRETARY MAY, WITHIN TEN (10) DAYS OF NOTIFICATION OF SUCH DETERMINATION, REQUEST FROM THE BOARD A STATEMENT OF ITS REASONS FOR NON-RENEWAL OF HER CONTRACT. THE BOARD SHALL, WITHIN TEN (10) DAYS AFTER ITS RECEIPT OF SUCH REQUEST, NOTIFY THE SECRETARY IN WRITING OF ITS REASONS FOR NON-RENEWAL.
2. SUCH NON-TENURED SECRETARY MAY, WITHIN FIVE (5) DAYS AFTER THE RECEIPT BY HER OF THE BOARD'S REASONS FOR NON-RENEWAL, REQUEST AN INFORMAL HEARING BEFORE THE BOARD TO DISCUSS THE MATTER. a DATE FOR SUCH INFORMAL HEARING SHALL BE FIXED BY THE BOARD AS SOON AS REASONABLY POSSIBLE THEREAFTER. WITHIN FIFTEEN (15) DAYS FOLLOWING THE INFORMAL HEARING, THE BOARD SHALL NOTIFY THE SECRETARY WHETHER OR NOT IT HAS RECONSIDERED ITS DECISION NOT TO RENEW HER CONTRACT. THE BOARD'S REFUSAL TO RENEW SUCH SECRETARY'S CONTRACT SHALL NOT BE CONSIDERED A GRIEVANCE UNDER THIS AGREEMENT OR SUBJECT TO THE GRIEVANCE PROCEDURE UNDER ARTICLE III, HEREOF.

D. ADDITIONAL PRIVILEGES

1. NO RELIGIOUS OR POLITICAL ACTIVITIES OF ANY SECRETARY SHALL BE GROUNDS FOR DISCIPLINE OR DISCRIMINATION WITH RESPECT TO THE PROFESSIONAL EMPLOYMENT OF SUCH SECRETARY, PROVIDED HOWEVER, THAT ANY SUCH ACTIVITIES DO NOT VIOLATE ANY LOCAL, STATE, OR FEDERAL LAW OR AFFECT THE SECRETARY'S RESPONSIBILITIES AS AN EMPLOYEE OF THE LAKELAND REGIONAL HIGH SCHOOL DISTRICT.
2. THE ASSOCIATION SHALL HAVE THE PRIVILEGE TO SCHEDULE MEETINGS WITHIN SCHOOL BUILDING(S) DURING LUNCH HOUR, AFTER WORK, OR AT OTHER TIMES, PROVIDING SAME DOES NOT INTERFERE WITH OR INTERRUPT THE NORMAL OPERATION OF THE SCHOOL. PRIOR NOTICE SHALL BE GIVEN BY THE ASSOCIATION, IN REASONABLE TIME, TO THE PRINCIPAL OF THE SCHOOL BUILDING.
3. THE BOARD AGREES THAT THE PRESIDENT OF THE ASSOCIATION MAY MEET WITH THE SUPERINTENDENT FROM TIME TO TIME AS REQUIRED, FOR THE PURPOSE OF DISCUSSING AND SUGGESTING IMPROVEMENTS IN SERVICES OF THE SECRETARIES AND ELIMINATING CAUSES LEADING TO COMPLAINTS AND GRIEVANCES. THIS PROCEDURE IS NOT INTENDED TO BYPASS THE GRIEVANCE PROCEDURE.

ARTICLE V
SECRETARY WORK YEAR

A. WORK YEAR

THE WORK YEAR FOR SECRETARIES SHALL BE AS FOLLOWS:

1. SECRETARIES SHALL BE REQUIRED TO WORK TWELVE (12) MONTHS PER YEAR.

B. HOLIDAYS PER YEAR

1. SECRETARIES SHALL BE ENTITLED TO THE FOLLOWING FIFTEEN (15)

HOLIDAYS; OR, WHEN SCHOOL IS OPEN, A COMPENSATORY DAY ON A DATE MUTUALLY AGREED TO BY THE SUPERINTENDENT AND THE SECRETARY:

- a. NEW YEAR'S DAY
 - b. LINCOLN'S BIRTHDAY
 - c. WASHINGTON'S BIRTHDAY
 - d. GOOD FRIDAY
 - e. MEMORIAL DAY
 - f. FOURTH OF JULY
 - g. LABOR DAY
 - h. COLUMBUS DAY
 - i. VETERAN'S DAY
 - j. N.J.E.A. CONVENTION (2 DAYS)
 - k. THANKSGIVING DAY
 - l. DAY AFTER THANKSGIVING
 - m. CHRISTMAS EVE DAY
 - n. CHRISTMAS DAY
2. WHEN A PAID HOLIDAY FALLS ON A SATURDAY, SECRETARIES SHALL BE GIVEN THE PRECEDING FRIDAY OFF, AND IF THE HOLIDAY FALLS ON A SUNDAY, THE FOLLOWING MONDAY OFF.
 3. EACH SECRETARY WILL BE GRANTED AN ADDITIONAL PERSONAL DAY IN LIEU OF MARTIN LUTHER KING DAY. THIS PERSONAL DAY WILL BE ADMINISTERED IN ACCORDANCE WITH THE PROVISIONS OF ARTICLE XI (TEMPORARY LEAVE OF ABSENCE).

C. VACATION SCHEDULE

1. VACATION ELIGIBILITY SHALL BE DETERMINED AS OF JULY 1 OF EACH YEAR.
2. VACATION TIMES SHALL BE SUBJECT TO THE APPROVAL OF THE SUPERINTENDENT.
3. VACATIONS SHALL NORMALLY BE TAKEN BETWEEN THE TIME THAT SCHOOL CLOSES IN JUNE AND REOPENS IN SEPTEMBER. HOWEVER, A PORTION OF A SECRETARY'S VACATION MAY BE TAKEN DURING THE SCHOOL YEAR, WITH THE APPROVAL OF THE SUPERINTENDENT.
4. SECRETARIES SHALL BE ELIGIBLE FOR VACATIONS ON THE FOLLOWING BASIS:
 - a. FIRST YEAR PERSONNEL: ONE (1) WORKING DAY FOR EACH FULL MONTH OF SERVICE UP TO A MAXIMUM OF TEN (10) DAYS.
 - b. ONE (1) YEAR OR OVER: TEN (10) WORKING DAYS.
 - c. AFTER TEN (10) YEARS OF EMPLOYMENT: FIFTEEN (15) WORKING DAYS
5. CHOICE OF VACATIONS, WHEN A CONFLICT OCCURS, SHALL BE BASED ON SENIORITY.
6. THERE SHALL BE TWO (2) ADDITIONAL VACATIONS - ONE DURING WINTER RECESS AND ONE DURING SPRING RECESS WHEN SCHOOL IS CLOSED.
 - a. IN CASE OF EMERGENCIES, THE PERIODS IN ARTICLE V.C. 6 MAY BE SUBJECT TO CHANGE IN DATES FOR WHICH SECRETARIES WILL BE COMPENSATED IN DAY/DAYS OFF.

- b. THE WINTER AND SPRING VACATIONS SHALL CONSIST OF ALL WORKING DAYS DURING THE PERIOD THAT SCHOOL IS CLOSED.

ARTICLE VI
SECRETARIAL EMPLOYMENT

A. NOTIFICATION

1. A SECRETARY SHALL BE NOTIFIED OF THEIR CONTRACT AND SALARY STATUS FOR THE ENSURING YEAR NO LATER THAN APRIL 30TH OF THE CURRENT SCHOOL YEAR.

ARTICLE VII
SECRETARY HOURS AND WORK LOAD

A. DAILY WORK HOURS - SCHOOL IN SESSION

1. THE WORK DAY FOR SECRETARIES, WHEN SCHOOL IS IN SESSION, SHALL BE NO MORE THAN SEVEN (7) HOURS AND FIFTEEN (15) MINUTES, EXCLUSIVE OF A LUNCH PERIOD, OR THIRTY-SIX AND ONE QUARTER HOURS PER WEEK (36 1/4).
2. LUNCH PERIODS - SECRETARIES SHALL HAVE A DAILY DUTY-FREE LUNCH PERIOD OF FORTY-FIVE (45) CONSECUTIVE MINUTES.
3. COFFEE BREAK - SECRETARIES SHALL HAVE TWO (2) DAILY FIFTEEN (15) MINUTE PERIOD BREAKS.

B. DAILY WORK HOURS - SCHOOL NOT IN SESSION

1. THE WORK DAY OF SECRETARIES WHEN SCHOOL IS NOT IN SESSION SHALL BE NO MORE THAN SIX (6) HOURS AND FIFTEEN (15) MINUTES, EXCLUSIVE OF A LUNCH PERIOD.
2. SECRETARIES SHALL HAVE A DAILY DUTY-FREE LUNCH PERIOD OF FORTY-FIVE (45) CONSECUTIVE MINUTES.
3. SECRETARIES SHALL HAVE TWO (2) DAILY FIFTEEN (15) MINUTE BREAKS EACH DAY.

C. OVERTIME

1. FOR SERVICE RENDERED BETWEEN THIRTY-SIX AND ONE QUARTER HOURS (36 1/4) AND FORTY (40) HOURS PER WEEK, THE SECRETARIES SHALL RECEIVE STRAIGHT TIME. OVERTIME WILL BE PAID AT THE RATE OF ONE AND ONE-HALF (1 1/2) TIMES THE REGULAR HOURLY RATE FOR ALL HOURS OVER FORTY (40) IN ANY ONE WEEK.

D. SNOW DAYS

1. WHEN THERE IS A DECLARED SNOW DAY, SECRETARIES WILL NOT BE REQUIRED TO WORK. THERE WILL BE NO LOSS OF COMPENSATION IN ANY

FORM ATTACHED TO THIS CLAUSE. ON DAYS OF DELAYED OPENING DUE TO INCLEMENT WEATHER SECRETARIES WILL REPORT TO WORK AT THE APPROPRIATE LATER TIME. (I.E. A TWO (2) HOUR DELAY)

ARTICLE VIII
SALARIES

A. SECRETARY SALARIES

SEE ATTACHMENT

B. LONGEVITY PAY

1. THE BOARD AND THE ASSOCIATION AGREE THAT SECRETARIES SHALL BE ADDITIONALLY COMPENSATED FOR LONGEVITY IN THE LAKE LAND REGIONAL HIGH SCHOOL DISTRICT ON THE FOLLOWING BASIS.
2. COMMENCING WITH A SECRETARY'S SIXTEENTH (16) YEAR AT LAKE LAND REGIONAL HIGH SCHOOL, A SECRETARY SALARY SHALL BE INCREASED BY THE AMOUNT STATED IN THE TABLE BELOW. SAID AMOUNT SHALL BECOME A PART OF A SECRETARY'S CONTRACT SALARY AND SHALL CONTINUE FOR EACH SUCCESSIVE YEAR OF EMPLOYMENT AT LAKE LAND REGIONAL HIGH SCHOOL:

<u>LONGEVITY COMPENSATION</u>	<u>YEARS OF SERVICE</u>
\$500.00	AFTER FIFTEEN (15) YEARS OF SERVICE
\$750.00	AFTER TWENTY (20) YEARS OF SERVICE

THESE AMOUNTS ARE NOT CUMULATIVE.

ARTICLE IX
REASSIGNMENTS AND PROMOTIONS

A. POSTING OF VACANCIES

1. AS SECRETARIAL POSITIONS (VACANCIES, PROMOTIONS, NEW, ETC.) BECOME KNOWN TO THE ADMINISTRATION DURING THE SCHOOL YEAR, THE SUPERINTENDENT SHALL NOTIFY ALL SECRETARIES BY POSTING NOTICE THEREOF BY THE "SIGN-IN" BOARDS.

B. APPLICATION TO FILL VACANCY

1. SECRETARIES WHO DESIRE TO APPLY FOR ANY SUCH VACANCY SHALL SUBMIT THEIR APPLICATIONS IN WRITING TO THE SUPERINTENDENT WITHIN THE TIME LIMIT SPECIFIED IN THE NOTICE POSTED BY THE SUPERINTENDENT, AND THE SUPERINTENDENT SHALL ACKNOWLEDGE RECEIPT OF ALL SUCH APPLICATIONS, IN WRITING, WITHIN FIVE (5) DAYS OF HIS RECEIPT THEREOF.
2. ALL SECRETARIES SHALL BE GIVEN ADEQUATE OPPORTUNITY TO MAKE APPLICATION AND NO POSITION SHALL BE FILLED UNTIL ALL PROPERLY SUBMITTED APPLICATIONS HAVE BEEN CONSIDERED. AN APPLICATION MUST BE SUBMITTED ON THE FORM PRESCRIBED BY THE BOARD. THE BOARD SHALL GIVE DUE CONSIDERATION TO THE PROFESSIONAL BACKGROUND AND EXPERIENCE OF ALL APPLICANTS AND OTHER RELEVANT FACTORS AND SHALL

RENDER ITS DECISION FOR APPOINTMENT BASED ON ALL SUCH CRITERIA. APPOINTMENTS TO PROMOTIONAL POSITIONS WILL BE POSTED BY THE "SIGN-IN" BOARDS PROMPTLY UPON THEIR CONFIRMATION.

**ARTICLE X
SECRETARIAL PERSONNEL RECORDS**

A. FILE

1. A SECRETARY SHALL HAVE THE RIGHT, BY APPOINTMENT, BUT NOT MORE OFTEN THAN THREE (3) TIMES PER YEAR, UPON REQUEST, TO REVIEW THE CONTENTS OF HER PERSONNEL FILE AND TO PHOTOCOPY ANY DOCUMENTS CONTAINED THEREIN. A SECRETARY SHALL BE ENTITLED TO HAVE A REPRESENTATION OF THE ASSOCIATION ACCOMPANY HER DURING ANY SUCH REVIEW.

B. DEROGATORY MATERIAL

1. NO MATERIALS REGARDING A SECRETARY'S CONDUCT, SERVICE, CHARACTER, OR PERSONALITY SHALL BE PLACED IN HER PERSONNEL FILE UNLESS SHE HAS HAD THE OPPORTUNITY TO REVIEW SUCH MATERIAL BY AFFIXING HER SIGNATURE TO THE COPY TO BE FILED, WITH THE EXPRESS UNDERSTANDING THAT SUCH SIGNATURE IN NO WAY INDICATES AGREEMENT WITH THE CONTENTS THEREOF. THE SECRETARY SHALL ALSO HAVE THE RIGHT TO SUBMIT HER WRITTEN COMMENTS AND SUCH COMMENTS SHALL BE REVIEWED BY THE SUPERINTENDENT OR HIS DESIGNEE AND ATTACHED TO THE FILE COPY. IF A SECRETARY REFUSES TO AFFIX HER SIGNATURE, A NOTATION OF SUCH REFUSAL SHALL BE NOTED ON THE COPY AND IT SHALL BE PLACED IN THE SECRETARY'S FILE.

C. NO SEPARATE FILE

1. ALTHOUGH THE BOARD AGREES TO PROTECT THE CONFIDENTIALITY OF PERSONAL REFERENCES, ACADEMIC CREDENTIALS, AND OTHER SIMILAR DOCUMENTS, IT SHALL NOT ESTABLISH ANY SEPARATE FILE WHICH IS NOT AVAILABLE FOR THE SECRETARY'S INSPECTION.

**ARTICLE XI
SICK LEAVE**

1. SECRETARIES SHALL BE ALLOWED SICK LEAVE WITH FULL PAY FOR TWELVE (12) DAYS IN ANY SCHOOL YEAR. UNUSED SICK DAYS SHALL BE ACCUMULATED AS PER N.J.S.A. 18a;30-3, ACCUMULATED SICK LEAVE.
2. EACH SECRETARY SHALL BE PAID \$30.00 PER DAY TO A MAXIMUM OF 100 DAYS TOTAL ONLY AFTER SHE HAS REACHED ELIGIBILITY FOR SERVICE, VETERAN, OR EARLY RETIREMENT UNDER THE PUBLIC EMPLOYEES RETIREMENT SYSTEM.

ARTICLE XIII
TEMPORARY LEAVES OF ABSENCE

A. PERSONAL LEAVE

1. THE BOARD AND THE ASSOCIATION AGREE THAT EACH SECRETARY SHALL BE ENTITLED TO THREE (3) PERSONAL LEAVE DAYS WITH PAY DURING EACH SCHOOL YEAR FOR PERSONAL REASONS PROVIDED THE PERSONAL DAY IS NOT TAKEN FOR THE PURPOSE OF EXTENDING A VACATION. (A VACATION PERIOD SHALL BE DEFINED AS ANY TIME WHEN SCHOOL IS CLOSED FOR A PERIOD OF FIVE (5) CONSECUTIVE SCHOOL DAYS)
2. A WRITTEN STATEMENT MUST BE PRESENTED TO THE PRINCIPAL AT LEAST TWO (2) DAYS PRIOR TO THE ABSENCE. IN CASES OF EMERGENCY, A TELEPHONE CALL SHALL BE MADE TO THE PRINCIPAL PRIOR TO THE ABSENCE.
3. UP TO TWO (2) UNUSED PERSONAL DAYS MAY BE TURNED INTO ACCUMULATED SICK DAYS AT THE END OF EACH CONTRACT YEAR.

B. GRANTING IN CASES OF CRITICAL ILLNESS OR DEATH

1. IN THE CASE OF ABSENCE OF ANY SECRETARY BECAUSE OF THE DEATH OF A MEMBER OF HER IMMEDIATE FAMILY, OR OF A FATHER-IN-LAW, MOTHER-IN-LAW, OR A RELATIVE WHO, IMMEDIATELY PRIOR TO DEATH OR LAST ILLNESS, LIVED IN THE HOUSEHOLD OF A SECRETARY, OR THE CRITICAL ILLNESS OF A MEMBER OF THE IMMEDIATE FAMILY, FULL SALARY SHALL BE PAID FOR A PERIOD NOT TO EXCEED FIVE (5) WORKING DAYS. THE TERM "IMMEDIATE" FAMILY AS USED IN THIS PARAGRAPH SHALL BE DEEMED TO INCLUDE: HUSBAND, WIFE, PARENTS, CHILDREN, BROTHER, SISTER, GRANDPARENTS, AND GRANDCHILDREN.

C. DAY'S SALARY

1. A DAY'S SALARY OF A SECRETARY SHALL BE 1/200 OF HER YEARLY SALARY FOR TEN (10) MONTH EMPLOYMENT AND 1/240 OF HER YEARLY SALARY FOR TWELVE (12) MONTH EMPLOYMENT.

D. GOOD CAUSE

1. OTHER LEAVES OF ABSENCE WITH PAY MAY BE GRANTED BY THE BOARD FOR GOOD REASON.

ARTICLE XIII
EXTENDED LEAVES OF ABSENCE

A. MATERNITY LEAVE

1. ANY SECRETARY WHO IS AN EXPECTANT MOTHER SHALL BE GRANTED A LEAVE OF ABSENCE WITHOUT PAY. THE DURATION OF SUCH LEAVE OF ABSENCE SHALL BE DETERMINED ON AN INDIVIDUAL BASIS, BUT IN NO CASE SHALL IT EXCEED TWENTY-FOUR (24) MONTHS. THE SECRETARY ON LEAVE MUST INFORM THE SUPERINTENDENT OF HER INTENTION TO RETURN TO WORK OR TO RESIGN FROM HER POSITION NO LATER THAN FOUR (4) MONTHS PRECEDING THE EXPIRATION OF THE LEAVE OF ABSENCE.

B. ADOPTIONS

1. ANY SECRETARY ADOPTING AN INFANT CHILD SHALL BE ENTITLED TO RECEIVE A LEAVE OF ABSENCE WHICH SHALL COMMENCE AT THE DE FACTO CUSTODY OF SAID INFANT, OR EARLIER, AS NECESSARY TO FULFILL THE REQUIREMENTS OF ADOPTION.

C. RETURN FROM LEAVE

1. ANY AND ALL BENEFITS TO WHICH A SECRETARY WAS ENTITLED AT THE TIME OF THE COMMENCEMENT OF A LEAVE OF ABSENCE, INCLUDING UNUSED SICK LEAVE, SHALL BE RESTORED TO HER UPON HER RETURN AND SHE SHALL, IF REASONABLY POSSIBLE, BE REASSIGNED TO THE SAME POSITION WHICH SHE HELD AT THE TIME SAID LEAVE COMMENCED.

ARTICLE XIV
INSURANCE PROTECTION

A. FULL HEALTH CARE COVERAGE

1. AS OF SEPTEMBER 1, 1975, THE BOARD SHALL PROVIDE FOR EACH SECRETARY HOSPITALIZATION BENEFITS, SURGICAL BENEFITS, RIDGER J BENEFITS AND MAJOR MEDICAL BENEFITS UNDER THE NEW JERSEY PUBLIC AND SCHOOL EMPLOYEE HEALTH BENEFITS PLAN. THE BOARD SHALL PAY FULL PREMIUM FOR EACH SECRETARY AND, IN CASES WHERE APPROPRIATE, FOR FAMILY PLAN COVERAGE.

B. DENTAL COVERAGE

1. GROUP DENTAL INSURANCE ADMINISTERED BY NEW JERSEY DENTAL SERVICE PLAN FOR THE EMPLOYEE ONLY. THERE IS AN ALTERNATIVE PLAN AVAILABLE, ADMINISTERED BY THE DENTAL HEALTH INSURANCE INC., WITH THE EMPLOYEE ONLY PAID FOR BY THE BOARD, AND OPTIONAL DEPENDENT BENEFITS TO BE PAID BY THE EMPLOYEE.

C. DESCRIPTION TO SECRETARIES

1. THE BOARD SHALL PROVIDE TO EACH SECRETARY A DESCRIPTION OF THE INSURANCE COVERAGE PROVIDED UNDER THIS ARTICLE, INCLUDING THE CONDITIONS AND LIMITS OF SUCH COVERAGE, AS FURNISHED BY THE PLANS LISTED IN "A" AND "B" OF THIS ARTICLE.
2. IN THE EVENT THAT THE PROVISION OF INSURANCE BENEFITS FOR TEACHERS IS IMPROVED, THE SECRETARIES WILL ALSO RECEIVE THE IMPROVED BENEFITS.

ARTICLE XV
MISCELLANEOUS PROVISIONS

1. THE BOARD OF EDUCATION WILL PAY FOR ANY TRAINING OF EDUCATION REQUIRED FOR A SECRETARIAL POSITION BUT THE SUPERINTENDENT MUST PRE-APPROVE ANY SUCH INSTRUCTION OR TRAINING.

2. IF ANY PROVISION OF THIS AGREEMENT IS OR SHALL BE AT ANY TIME CONTRARY TO LAW, THEN SUCH PROVISION SHALL BE VOID AND UNENFORCEABLE; OTHERWISE, ALL OTHER PROVISIONS OF THIS AGREEMENT SHALL CONTINUE IN EFFECT FOR THE DURATION OF THIS AGREEMENT.

ARTICLE ~~XVI~~ XVII
DURATION OF AGREEMENT

1. THIS AGREEMENT SHALL BE EFFECTIVE AS OF JULY 1, ¹⁹⁹⁵~~1993~~ AND SHALL CONTINUE IN EFFECT UNTIL JUNE 30, 1995, SUBJECT TO THE ASSOCIATIONS RIGHTS TO NEGOTIATE A SUCCESSOR AGREEMENT AS PROVIDED IN ARTICLE II, SECTION A. THE WITHIN PROVISIONS SHALL CONTINUE IN FULL FORCE NOTWITHSTANDING THE TERMINATION OF THE WITHIN AGREEMENT, AND UNTIL A NEW AGREEMENT IS SUBSTITUTED FOR THE WITHIN AGREEMENT.
2. IN WITNESS WHEREOF, THE ASSOCIATION HAS CAUSED THIS AGREEMENT TO BE SIGNED BY ITS PRESIDENT AND SECRETARY, AND THE BOARD HAS CAUSED THIS AGREEMENT TO BE SIGNED BY ITS PRESIDENT, ATTESTED BY ITS SECRETARY AND ITS CORPORATE SEAL TO BE PLACED THEREON ALL ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

ATTEST:

THE LAKELAND EDUCATIONAL SECRETARIES
ASSOCIATION, INC.:

SECRETARY

PRESIDENT

ATTEST:

LAKELAND REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

SECRETARY

PRESIDENT