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A G R E E M E N T

between

THE BOARD OF EDUCATION

of

THE TOWNSHIP OF SOUTH BRUNSWICK

COUNTY OF MIDDLESEX, NEW JERSEY

and

THE SOUTH BRUNSWICK ASSOCIATION OF EDUCATIONAL SECRETARIES

July 1, 1976

7/1/76 - 6/30/78

CONTENTS

LOEM

PAGE

Preamble		1
Resolution		2
Article I	Recognition	3
Article II	Negotiations of Successor Agreement	4
Article III	Rights of the Board	6
Article IV	Association Rights and Privileges	7
Article V	Grievance Procedure	9
Article VI	Work Days and Year	13
Article VII	Salary	15
Article VIII	Vacancies and New Positions	17
Article IX	Transfers and Reassignments	18
Article X	Sick Leave	19
Article XI	Temporary Leaves and Absences	20
Article XII	Extended Leaves of Absence	22
Article XIII	Vacations and Holidays	28
Article XIV	Insurance	30
Article XV	Payroll Deductions	31
Article XVI	Protection of Secretaries, Students and Property	32
Article XVII	Secretary Evaluation	34
Article XVIII	Miscellaneous Provisions	35
Article XIX	Separability	37
Article XX	Work Continuity Clause	38
Article XXI	Duration	39
	Appendix "A" - Salary Guide	
	Appendix "B" - Vacation Schedule	

PREAMBLE

This document constitutes an agreement entered into by the Board of Education of the Township of South Brunswick, New Jersey, to be called the "Board" from this point forth and the South Brunswick Association of Educational Secretaries, South Brunswick Township, New Jersey, to be called the "Association" from this point forth on the 1st day of July, 1976.

RESOLUTIONS

WHEREAS, The Board of Education and the South Brunswick Association of Educational Secretaries have negotiated in good faith in accordance with the New Jersey, Employer-Employee Relations Act, Chapter 123, Public Laws of 1974 and

WHEREAS, The Board and the Association have reached Agreement on items contained in the attached agreement,

NOW THEREFORE, be it resolved that the Board of Education hereby adopts this agreement effective July 1, 1976.

ARTICLE I

Recognition

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

ARTICLE II

Negotiations of Successor Agreements

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of secretaries' employment. Such negotiations shall begin no later than the first full week of October of the school year in which this agreement expires. Any agreement so negotiated shall apply to all secretaries. It shall be reduced to writing and subject to ratification by both parties, be signed by the Board and the Association and be adopted by the Board.
- B. Neither party in the negotiations shall have any control over the selection of the negotiating representatives of the other party. Their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.
- C. Each party may have consultants present during negotiations. When mutually agreed upon, clerical assistance and consultants shall be contracted by both parties; in such case, the cost will be shared equally by the Association and the Board.
- D. Upon reasonable request, the Association shall have access to information within the public domain relating to the school district's financial resources.
- E. Impasse shall be considered to have occurred when the Board and/or the Association declare it has occurred.

- F. The only information released to the general public concerning negotiations will consist of a joint press release, or, in the event that the parties are unable to agree upon wording, a joint press release stating that "no progress has been made". This shall be binding upon both parties up to receipt of a fact-finder's report.
- G. 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.

ARTICLE III

Rights of the Board

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

ARTICLE IV

Association Rights and Privileges

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time, available information in the public domain.
- B. Whenever any representative of the Association is required by the Director of Personnel to participate during working hours in negotiations, grievance proceedings, grievance conferences or grievance meetings, he/she shall suffer no loss in pay.
- C. The Association and its representatives may be permitted to use school buildings, at reasonable hours, for meetings upon prior notice and approval by the principal of the school in question.
- D. The Association may be permitted to use school facilities and office equipment upon prior notice and approval by the building principal, at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.
- E. The Association may be permitted the reasonable use of the inter-school mail facilities and school mail boxes.
- F. In the event that a secretary is required to confer with the Board, or a committee of the Board, concerning any matter that could affect the continuation of the secretary in his/her position or employment, or could affect his/her terms and conditions of employment, then the

secretary shall be given at least five (5) days prior written notice stating the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her during such a meeting.

ARTICLE V

Grievance Procedure

A. Definition

A "grievance" shall constitute an allegation by the secretary (ies) that there has been a violation, misinterpretation, or misapplication of the agreement or an administrative decision which has adversely affected the terms and conditions of employment of the party (ies).

B. Rights of the Aggrieved

Any individual secretary represented by the Association shall be ensured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. He/she shall have the right to present his/her own appeal or to designate a representative of the Association, or other persons of his/her own choosing to appear with him/her at any step in the grievance procedure. Whenever he/she chooses to have other persons to appear with him/her, the Association will have the option of being present.

C. Grievance Notification

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

D. Procedure

1. A secretary with a grievance shall first discuss it with his/her immediate supervisor within fifteen (15) work days of its occurrence.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the secretary within five (5) work days, he/she shall set forth his/her complaint in writing within five (5) work days to his/her immediate supervisor. The supervisor shall communicate his/her decision to the secretary in writing within ten (10) calendar days of receipt of the written complaint.
3. Within ten (10) work days, the secretary may appeal the supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the supervisor, shall confer with the concerned parties, and, upon request, with the secretary or supervisor separately. He/she shall attempt to resolve the matter as quickly as possible, but within a period of ten (10) work days. The Superintendent shall communicate his/her decision in writing to the secretary and the supervisor.
4. If the grievance is not resolved to the secretary's satisfaction, he/she may request a review by the Board within seven (7) days after receipt of response to Superintendent. The request shall be submitted in writing through the Superintendent, who shall attach all related correspondence and forward the request to the Board. The Board shall review the grievance, hold

a hearing with the employee, and render a decision in writing within twenty (20) calendar days of receipt of the request.

5. If the decision of the Board does not resolve the grievance to the satisfaction of the secretary and the secretary wishes review by a third party he/she shall notify the Board through the Superintendent of Schools within ten (10) work days of receipt of the Board's decision.
6. The following procedure shall be used to secure the services of an arbitrator:
 - (a) A joint request will be made within seven (7) calendar days of the notification to the Superintendent of Schools to the American Arbitration Association to submit a roster of qualified persons to function as an arbitrator in the dispute in question.
 - (b) If the parties are unable within ten (10) work days to select a mutually satisfactory arbitrator, the American Arbitration Association may be requested by either party to designate an arbitrator.
7. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be final and binding. Only the Board of Education and the aggrieved and his/her representative shall be given copies of the arbitrator's decision. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

8. The parties involved in the arbitration shall be responsible for all costs incurred by each, and only the fee and expenses, if any, of the arbitrator shall be shared equally.
9. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall constitute acceptance of the decision rendered at that step.
10. During the pendency of any grievance secretaries shall continue to observe all assignments, and all applicable rules and regulations of the Board of Education until such grievance and any effect thereof shall have been fully determined.
11. All meetings and hearings under this procedure shall be conducted in private and shall include only concerned parties and their designated or selected representatives.

ARTICLE VI

Work Days and Year

A. Work Days

1. Twelve (12) month secretaries shall work two hundred and sixty-one (261) days less eighteen (18) paid holidays and less earned vacation as set forth in Appendix B.
2. Ten (10) month secretaries shall work two hundred and eighteen (218) days less fifteen (15) paid holidays and less earned vacation as set forth in Appendix B.

B. Work Year

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

C. Summer Work

1. Summer Hours: Secretaries shall work six (6) hours per day during the summer months. (From the last day of school to the day after Labor Day), times to be established by each building administrator.
2. Work Year Completion: In the event that the secretary must work during the summer to complete the total number of work days (less vacation) required, said days shall be considered to have been paid at the previous contract rate.

3. Summer work - Temporary Up-Grade: In the elementary schools when the first secretary is not available during summer months and the second secretary performs the duties of the first secretary, he/she shall be placed on the first secretary scale for that period of time. Salary shall be proportionate to his/her position in the current salary range.
4. Ten (10) month secretaries who are employed during the months of July and August shall be compensated at their per diem rate.

D. Daily Absence

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

ARTICLE VII

Salary

- A. The salary ranges of all classifications covered by this Agreement are set forth in Appendix "A".
- B. Previous Experience
1. An employee transferred to a position in a higher salary category shall be placed on the same experience level held in the former position.
 2. An employee transferred to a position in a lower salary category, shall retain the salary of the present position until such time as the proper place in the new category is achieved.
 3. A new employee shall be defined as a secretary who has had no prior secretarial experience whatsoever in the South Brunswick School System. The Director of Personnel shall determine salary after equating the type of experience in preceding positions with the requirements of the position in the school system.
 4. A secretary who has been previously employed by South Brunswick School System shall upon return be placed at step salary level which he/she attained upon resignation. Nothing herein contained shall mandate the rehiring of an employee who had resigned from the district's employ.
- C. Probation
- If, upon completion of a sixty (60) day probationary period, a contract is issued, said contract shall be retroactive to first day of employment.

D. Pay Day

Checks shall be distributed on the fifteenth (15th) and thirtieth (30th) of each month except when a Pay Day falls on or during a school holiday, vacation or weekend, ten (10) and twelve (12) month secretaries shall receive their pay checks on the last previous work day.

E. Overtime

1. The regular work week shall be thirty-six and one fourth ($36 \frac{1}{4}$) hours exclusive of lunch.
2. When required by the building administrator, all hours beyond thirty-six and one fourth ($36 \frac{1}{4}$) shall be paid at a rate of one and one half ($1 \frac{1}{2}$) times the hourly rate. Sundays and holidays to be paid at two and one half ($2 \frac{1}{2}$) times the hourly rate.
3. Compensatory time may be taken in lieu of overtime pay by mutual agreement between the building administrator and the secretary. Said compensatory time, if requested by the secretary, shall be taken at the rate of one (1) hour for each hour worked. However, if required by the building administrator, compensatory time shall be granted at the rate of $1 \frac{1}{2}$ hours for each hour worked. Sundays and holidays $2 \frac{1}{2}$ times the hourly rate.
4. The Board reserves the right to withhold increments according to the provisions of Title 18A.

ARTICLE VIII

Vacancies and New Position

- A. Notice of vacancies and new positions shall be posted in each school. Said notice shall include the title of the position, job description, location and starting date. The Board is to provide the Association with job descriptions for newly created positions whenever said positions are posted.
- B. Notices shall be posted for five (5) working days. Any member of the Association who may be interested in the position or positions must make written application to the Director of Personnel within that five (5) day period.
- C. Secretaries who have acquired experience, skill and ability (physical or otherwise) to do the work required in the job, shall be given consideration before an applicant outside the school system. All such applicants shall be considered and will be given a reply to their application and an interview.
- D. When two or more applicants within the system are the finalists for a given position and are equally qualified, the applicant with seniority shall be recommended for appointment.
- E. Decisions on promotions, based upon sections C and D above, shall be made at the discretion of the administrator involved.

ARTICLE IX

Transfer and Reassignment

A. Secretaries desiring a transfer shall make a request in writing to the Director of Personnel. If there are no vacancies available at that time, consideration shall be given to the individuals requesting transfer when positions become available.

B. In the event of an involuntary transfer, the secretary so transferred shall be given consideration for open positions in the system which he/she is qualified to perform at the time of transfer.

In the determination of the employee to be transferred involuntarily seniority within the system shall be considered, but shall not constitute the sole criteria for determining who shall be transferred.

C. The Director of Personnel shall discuss the transfer with the person and shall make the final assignment in writing within two (2) weeks.

ARTICLE X

Sick Leave

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

ARTICLE XI

Temporary Leaves and Absences

A. Personal

Secretaries shall be entitled to two (2) days or four (4) half days personal leave per year with pay. Personal leave days shall not be accumulative. (18A:30-7) The secretary requesting leave time should so inform the administrator at least twenty-four (24) hours before the day in question except under emergency situations.

B. Jury Duty

Those secretaries called for jury duty shall be paid at their regular rate less compensated fees for jury duty.

C. Death

1. Three (3) days leave of absence with pay will be granted upon request when death occurs in the immediate family. Immediate family is defined to include husband, wife, father, mother, son, daughter, brother, sister, husband's parents and grandparents and wife's parents and grandparents.
2. Two (2) additional days of absence with pay may be granted upon approval by the Personnel Director for unusual and extenuating circumstances.
3. One day's leave of absence with pay may be granted upon approval of the Personnel Director or his designee, to attend the funeral of a close relative or a close friend.

D. Religious

Leave without salary deduction shall be granted to persons in this negotiating unit for one (1) obligatory religious observance over and above the personal leave allowance.

E. Professional

The Superintendent may, upon the recommendation of the building administrator, authorize absence of individual employees for professional purposes with full pay and expenses not to exceed five (5) school days in any school year in addition to professional meetings scheduled on the school calendar (3.3.18)

F. Other

As of the beginning of the 1976-77 school year, a secretary shall be entitled to the following non-accumulative leaves of absences with full pay each school year.

1. Two (2) days for all members of the Association to attend conferences and conventions of State and National Affiliated Organizations (NJEA, NJAES) at no loss of pay.
2. Time necessary for appearances in any legal proceeding connected with the secretary's employment or with the school system.
3. No salary deductions shall be made for absences when subpoenaed to be a witness in court.
4. Other leaves of absence may be granted upon the recommendation of the Superintendent.

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

ARTICLE XII

Extended Leaves of Absence

A. Extended Disability; Health or Hardship Leave

1. Total Disability

"Total Disability" shall mean one which,

- (a) results from bodily injuries or disease, and
- (b) wholly prevents the employee from engaging in his/her regular occupation; or assuming duties assigned by his/her superior taking into consideration the nature and degree of the disability.
- (c) The employee must be under the care of a physician. The Board may require examination and statements from doctors of its own choosing as frequently as it is deemed necessary.

2. Eligibility

- (a) Extended total disability benefits shall be payable to all full-time employees who are on an annual contractual arrangement with the South Brunswick School System, regardless of the term of service previously performed prior to total disability.
- (b) Benefits shall not be available to any employee who has been notified in writing that his/her services are to be terminated or his/her contract not renewed, prior to the start of total disability, except as provided in paragraph D below.
- (c) Benefits shall also not be available to any employee who submits his/her resignation in writing prior to the start of his/her total disability.

- (d) Benefits to an employee whose services are to be terminated by a specific date, for whatever reason, and whose total disability preceded the notice of termination of such services, shall be paid only to the date of such termination provided that the employee is totally disabled at that time.
- (e) A recurrence of the same disability within one hundred and eighty (180) days of discontinuance of benefits shall be considered a continuation of the original disability.

3. Benefits

- (a) The amount and duration of such benefits shall be determined by the employee's current salary, length of service, and the number of sick days utilized prior to the commencement of this benefit.
- (b) The amount of the monthly payments shall be determined in the following manner:
 - 1. The basic monthly salary shall be computed by dividing the annual salary by the number of months the employee is required to perform service, as provided in the annual contract.
 - 2. Ten (10) month employees (from September to June) shall not be eligible for benefit payments under this program during the months of July and August.
 - 3. Benefit payments shall be increased by one half (1/2) per cent above the basic fifty (50) per cent payment for each sick day used after the first thirty (30) calendar days of total disability, and prior to the commencement of benefit payments; e.g., an employee uses forty (40)

sick days, after the first thirty (30) calendar day waiting period, to cover her absence under this program. On the basis of one half percent (1/2%) for each of these days, the percentage factor would be added to the basic fifty percent (50%) or seventy percent (70%). Employee, in this case, would be entitled to a monthly benefit of seventy percent (70%) of her regular monthly contract salary.

- (c) Monthly benefit payments shall not exceed eighty (80) percent of an employee's regular monthly contract salary. (60 or more sick days provides an 80% factor).
- (d) The number of months that benefits shall be payable shall be determined by dividing the total number of months of service as an employee by four (4). Benefits also shall be payable for a portion of a month.
- (e) In no case shall benefits be payable concurrently with payments received by an employee for retirement or disability under the Social Security Program or any state employees or teachers pension plan.
- (f) Benefits under this program shall be reduced by the amount of any Workman's Compensation payable.

Sick Leave Used After the First 30 Calendar Days of Total Disability	Percentage Factor to be Applied in Computing Monthly Payments Under this Benefit Program
1	50.5
2	51.0
3	51.5
4	52.0
5	52.5
6	53.0
7	53.5
8	54.0
9	54.5
10	55.0
11	55.5

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

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

12	56.0
13	56.5
14	57.0
15	57.5
16	58.0
17	58.5
18	59.0
19	59.5
20	60.0
21	60.5
22	61.0
23	61.5
24	62.0
25	62.5
26	63.0
27	63.5
28	64.0
29	64.5
30	65.0
31	65.5
32	66.0
33	66.5
34	67.0
35	67.5
36	68.0
37	68.5
38	69.0
39	69.5
40	70.0
41	70.5
42	71.0
43	71.5
44	72.0
45	72.5
46	73.0
47	73.5
48	74.0
49	74.5
50	75.0
51	75.5
52	76.0
53	76.5
54	77.0
55	77.5
56	78.0
57	78.5
58	79.0
59	79.5
60 or more	80.0

4. Exclusion of Benefits

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

1. A pregnancy
2. Disease or bodily injury willfully and intentionally self-inflicted.
3. Injury incurred or disease contracted prior to becoming an employee of the South Brunswick School System, unless employed for more than three years in this system.
4. Declared or undeclared war, insurrection, invasion, rebellion, revolution, Civil War, or Civil Riot.

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

5. Procedure for Applying for Benefits

- (a) An application for total disability benefits under this program must be accompanied by a physician's certificate listing the nature of the condition and the probable length of total disability of the employee.
- (b) An application for total disability shall be submitted only after the maximum sick leave days, determined by the employee, have been used to cover absence resulting from his/her total disability.
- (c) An employee need not use all sick leave days toward his/her absence when applying for benefits under this program, but only those days used shall be considered in computing the percentage factor for monthly benefits, as described under Item b of Benefits.

B. Maternity Leave

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

1. Written request for maternity leave shall be made three (3) months prior to the effective date. Said request shall be submitted both to the immediate supervisor and the Superintendent of Schools.
 2. Maternity leave may be continued for a total of two (2) consecutive years. However, renewal of maternity leave shall be applied for in writing annually.
 3. The date when a secretary shall discontinue his/her duties shall be determined on an individual basis by the Superintendent of Schools or his/her designee.
 4. The date of return from maternity leave shall be determined on an individual basis by the Superintendent of Schools or his/her designee.
 5. The Board of Education shall pay the cost of health insurance (State Health Plan) three (3) months following the start of the leave (during the first year only) or one (1) month following the birth, whichever occurs first.
 6. If the secretary's physician certifies that she is unable to work because of her pregnant condition, then any unused accrued sick leave will first be applied to the maternity leave.
- C. All extension or renewals of leaves shall be applied for and granted in writing.

ARTICLE XIII

Vacations and Holidays

A. Vacations

1. Twelve (12) month secretaries with less than twelve (12) months of service, resigning from the school district before July 1, shall be entitled to paid vacation as provided for in Appendix B.
2. Ten (10) month secretaries shall be entitled to eight (8) days paid vacation annually, as provided for in Appendix B.
3. Vacations which are earned by July 1 of any year may be taken at any time thereafter by a mutually convenient arrangement with the immediate supervisor.
4. Vacation time is earned as per Appendix B attached. Length of service shall be computed from the first day of a secretary's contract in this school district.

B. Holidays

1. Twelve (12) month secretaries shall be granted eighteen (18) paid holidays annually.
2. Ten (10) month secretaries shall be granted fifteen (15) paid holidays annually.
3. Twelve (12) month and ten (10) month secretaries shall take the following holidays annually:
 - a. July 4
 - b. Labor Day
 - c. Thanksgiving Day
 - d. Christmas Day
 - e. New Year's Day

f. Martin Luther King's Birthday

g. Memorial Day

h. Washington's Birthday

All other remaining holidays shall be taken with the supervisor's approval.

4. If a holiday falls during a secretary's vacation period, said holiday shall not be charged against vacation days.

5. In the event any of the holidays listed fall on a Saturday or Sunday or if the schools are officially open upon any of these holidays, then secretaries shall be allowed compensatory time off.

C. Storm Days

On storm days, when school is officially closed, secretaries will not be required to report for duty.

ARTICLE XIV

Health Benefits

- A. During the 1976-77 Contract year all employees and their eligible dependants will receive the following benefits with 100% of the cost paid by the Board:
- (1) Blue Cross, Blue Shield, Rider J, and Major Medical benefits through the N.J. State Employees Health Benefits program.
 - (2) Dental Insurance for employee only through the N. J. Dental Service Plan with a \$25.00 deductible.
- B. On April 1, 1977, all employees and family will receive a pharmaceutical plan as provided in the Memorandum of Agreement.
- C. During the 1977-78 Contract year all health benefits will be provided in accordance with the Memorandum of Agreement of January 24, 1977.

ARTICLE XV

PAYROLL DEDUCTION

- A. The Board agrees to deduct from the salaries of its secretaries dues for the SBAES or NJAES, NJEA, NEA 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 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the SBAES by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations. The Board will not be held responsible for disbursement of monies by said treasurer.
- B. 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.
- C. Unless there should be some administrative problem, the Board shall allow for payroll deduction for U.S. Government Bonds.

ARTICLE XVI

Protection of Secretaries, Students, and Property

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

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

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

ARTICLE XVII

Secretary Evaluation

- A. All appraisals of the work performance of a secretary shall be conducted openly and with full knowledge of the secretary. Formal evaluation performed for the purpose of recommendation for retention or improvement shall be conducted only by administrators. A secretary shall be given a copy of any evaluation report prepared by her evaluator before any conference to discuss it. Reports shall be submitted to the Central Office and placed in the file after the secretary has reviewed the report. The secretary shall be required to sign only the completed evaluation form indicating whether there is agreement or disagreement.
- B. A secretary shall have the right upon request to review the contents of her personnel file in the presence of the Director of Personnel or his designee.

ARTICLE XVIII

Miscellaneous Provisions

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

If by the Board, to the Association, at the home address of the Association President or delivery to the individual.

F. Fully-Bargained Provision

1. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this agreement, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this agreement or whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this agreement, except as required by Chapter 123, Public Laws of 1974.
 2. 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.
- G. This contract acknowledges and gives full force and effect to the terms of the Memorandum of Understanding of January 24, 1977.

ARTICLE XIX

Separability

If any provisions of this agreement or any application of this agreement to any secretary or group of secretaries 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.

ARTICLE XX

WORK CONTINUITY CLAUSE

- A. The Association agrees that during the duration of this agreement, it will not engage in any strike or slow down and the Board agrees that during the duration of this agreement, it will not engage in any lock out or harassment of the members of the bargaining unit.

ARTICLE XXI

Duration

- A. This agreement constitutes Board policy for the term of said agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. This agreement shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1978, with a reopener on salary for the 1977-78 school year.

The School District of South Brunswick

BY J. Bruce Ryan
Secretary, Board of Education

BY Kathleen P. Wikman
President, Board of Education

The South Brunswick Association of Educational Secretaries

BY Hazel Domotor
President, During Negotiations

BY Dee L. Schurig
Current President

DATE April 25, 1977

SALARY GUIDE

CLASSIFICATION	TERM	MINIMUM	NEW EMPLOYEE MAXIMUM*	MAXIMUM
Clerk-Typist	12 month	\$6,524	\$7,686	\$9,407
Clerk-Typist	10 month	5,490	6,403	7,839
Second Secretary	12 month	6,661	7,742	9,603
Second Secretary	10 month	5,550	6,450	8,002
Ass't Bookkeeper	12 month	6,832	7,786	10,592
First Secretary	12 month	6,832	7,786	10,592
First Secretary	10 month	5,694	6,930	8,828
Bookkeeper	12 month	6,974	8,500	10,813
Senior Secretary	12 month	6,974	8,500	10,813
Senior Secretary	10 month	5,814	7,083	9,010
Adminis. Secretary	12 month	7,105	8,662	11,018
Adminis. Secretary	10 month	5,921	7,218	9,182
Suprvng Bookkeeper	12 month	9,388	10,885	13,076

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

Above Salary guide reflects a 7.25% increase in the minimums and maximums and 7.25% increase in the New Employee Maximums over the 1975-76 schedule.

The Board will reimburse secretaries for courses taken with the approval of the Superintendent up to the sum of forty-five dollars (\$45.) per course.

1/1/77

APPENDIX "B"

Vacation Schedule

Initial Year

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

<u>Months of Service Performed</u>	<u>12 Month Earned Paid Vacation Days</u>	<u>10 Month Earned Paid Vacation Days</u>
3 or less	None	None
4	3	3
5	4	4
6	5	5
7	6	6
8	6	6
9	7	7
10	8	8
11	9	---
12	10	---
1-4 Years	10 days	8 days
5-7 Years	15 days	12 1/2 days
8 Years	16 days	13 1/2 days
9 Years	17 days	14 1/2 days
10 Years plus	20 days	16 1/2 days

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