

SECRETARIAL

WOODCLIFF LAKE CONTRACT AGREEMENT

JULY 1, 2009 -JUNE 30, 2012

BETWEEN

WOODCLIFF LAKE BOARD OF EDUCATION

WOODCLIFF LAKE EDUCATION ASSOCIATION

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PREAMBLE

This Agreement entered into this _____ day of, July, by and between the Board of Education of Woodcliff Lake, the Borough of Woodcliff Lake, New Jersey, hereinafter called the "Board", and the Woodcliff Lake Education Association, hereinafter called the "Association".

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement; be it

RESOLVED in consideration of the following mutual covenants, it is hereby agreed as follows:

ARTICLE I — RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for negotiations concurring grievances and terms and conditions of employment of all contracted personnel, full-time and part-time secretarial and clerical personnel, and aides.

Including: Secretaries to Principals
Secretaries to Child Study Teams
Clerk Aides
Secretaries

Excluding: Secretaries to the Superintendents
Confidential Personnel as defined by the New Jersey
Employer/Employee Relations Act
Teachers
Cafeteria Monitors
Custodians and Maintenance Staff
Administrators
All other Employees of the Board

- B. Unless otherwise indicated, the terms employees, when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the negotiating unit as above defined.
- C. The Association shall remain the exclusive and sole representative of the above in reference to the functions in "A" as long as it maintains a majority representation of said personnel.
- D. On or before October 15th of each year, the Association shall certify its membership to the Board of Education if requested.

ARTICLE II— NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act and in accordance with the rules of the Public Employment Relations Commission.
- B. Any tentative agreement reached between the regular committee of the Board and the Association shall be subject to approval by a majority vote of the full Board at a public meeting and a majority vote of the Association.

- C. Only those settlements agreed to by both parties as stated in this Agreement, following the necessary acceptance or ratification shall be in effect for the duration of the Agreement.
- D. 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 — GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A grievance is an appeal regarding the terms and conditions of employment of an Employee or group of employees. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

- a. The failure or refusal of the Board to renew a contract of a non-tenured Employee, or an Employee not renewed in a non-tenured position except that appeal for renewal of contract ends with a meeting with the Superintendent of Schools. The grievant may appeal in writing to the Board of Education requesting an informal appearance. The Board shall respond to such a request in writing granting such an appearance. (ref. 18A:27-10).
- b. In matters where the Board is without authority to act.

2. Aggrieved Person

The term "aggrieved person" is the person or persons or the association making the complaint.

3. Party in Interest

The term "party in interest" is the person making the claim and any person, including the association, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time occur affecting employees. The parties in interest and their representatives agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should 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.

2. Year-End Grievance

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 — Building Principal

An Employee with a grievance shall, not later than twenty-five (25) days following the occurrence thereof, discuss the matter orally with his/her principal with the objective of resolving the matter informally. If the aggrieved person is not satisfied with the disposition of his/her grievance he/she may present his/her grievance in writing to the principal within ten (10) school days after the original discussion, who will render his/her written decision to the aggrieved person no later than the fifth school day after receipt of the grievance.

The original written grievance shall contain the following elements:

- a. Specific statement of the facts of the grievance.
- b. The alleged violation under the definition "grievance" in this contract.
- c. The reasons for dissatisfaction with the prior administrative decision or its response.
- d. The relief sought.

4. Level Two — Superintendent

If the aggrieved person wishes to appeal from the decision of the principal, a copy of the grievance and the decision shall be forwarded to the Superintendent within the ten (10) school days after receipt of written decision. Within ten (10) school days from the receipt of the request for appeal, the Superintendent will call a hearing. The Superintendent shall within five (5) school days after such hearing, render a written decision with reason(s) and shall furnish copies thereof to the aggrieved person and his/her principal.

5. Level Three — The Board — Final Authority

In the event the aggrieved person shall wish to appeal from the decision of Level Two, he/she shall within ten (10) school days file with the Secretary of the Board of Education a notice of his/her appeal stating specifically the grounds for the grievance, a copy of the original grievance and the nature of the relief sought. The Board Secretary shall, upon receipt of such an appeal notify the Board, and the Board shall, within ten (10) school days thereafter, fix a time and place of hearing.

At said hearing the presence of the aggrieved person and/or his/her representative shall be required. The Board and the aggrieved person may require the presence of witnesses and necessary records. Within ten (10) school days after the hearing, a determination shall be made and all parties in interest shall be notified in writing of the determination. The Board's decision shall be final, subject to further provisions of this agreement.

If the Board shall have denied the relief sought in four bona fide grievances arising from different occurrences and the grievant in each case shall have so stated in a notice addressed to the Board within ten (10) days of each such determination, then the fifth, and each subsequent grievance, shall be handled as follows:

- a. Either of the parties to this Agreement may, within ten (10) days after notice of the Board's determination, request of the Public Employment Relations Commission (hereinafter referred to as "Commission") a list of five arbitrators to serve as Advisory Arbitrator for the grievance in question.
- b. The parties shall alternately strike a name from the list supplied by the Commission and the remaining name shall be appointed as the Advisory Arbitrator.

- c. The Arbitrator's function shall be to render an advisory opinion as to the right of the grievant to the relief sought.
 - d. The Arbitrator's advisory decision shall be in writing and shall set forth the Arbitrator's findings of fact and conclusions, together with the reasoning by which such conclusions were reached.
 - e. The costs for the services of the Arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the cost.
 - f. After review and consideration the Board shall accept or reject the Advisory decision of the Arbitrator at its next regular meeting and shall notify the aggrieved party of its decision in writing within five (5) days of its decision.
 - g. If, during the life of this Agreement the Board rejects two (2) Advisory Arbitrator's decisions, then the decision of the Arbitrator in the third, and each subsequent grievance shall be binding and conclusive on both parties. The procedure set forth in paragraphs (a) through (e) of this Article C.5 shall govern the binding arbitration, except that all references to advisory arbitration contained therein shall refer instead to binding arbitration.
 - h. In no event, whether the arbitration be advisory or binding, shall the Arbitrator have authority to modify, alter or amend this Agreement.
- 6.
- a. If, in the judgment of the Association, a grievance affects a group or class of employees in more than one school, the Association may, not later than fifteen (15) school days following the occurrence thereof, submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure.
 - b. If the group grievance pertains to employees in one school, the grievance shall commence at Level One.

7. Inaction by anyone other than aggrieved person(s) at levels one and two for the period specified for action shall be a basis for moving to the next level.
8. Inaction by the aggrieved person(s) within the time period specified for action at any level shall mean abandoning of the grievance and the matter will be settled on the terms of the last response.
9. During the pendency of any grievance the grievant and all other employees shall continue to perform all duties and responsibilities as required by the Board and Administration until the matter has been fully litigated.

D. Rights of Employees to Representation

1. Employee and Association

Rights of any aggrieved person shall be protected as guaranteed by statute.

2. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this ARTICLE.

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.

ARTICLE IV — EMPLOYEES RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968 as amended by C123, PL 1974, the Parties hereby agree that every Employee of the Board covered by this Agreement shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted legal activities for mutual aid and protection, or to refrain from so doing.

- B. Whenever an Employee is required to appear before the Board concerning specific charges which could adversely affect the continuation of that Employee's employment or the salary or any increments pertaining hereto, then he/she shall be given prior written notice of the reasons one week before such meeting or interview and shall be entitled to have a representative of the association present to advise him/her during such meeting or interview. Any suspension of an employee by the Superintendent or Principal shall be with pay until charges have been heard by the Board at a formal Board hearing.
- C. Adverse criticism by an administrator of an employee shall continue to be made in confidence and not in the presence of students, parents or other public gatherings.
- D. Nothing contained herein shall be construed to deny or restrict to any Employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to an employee hereunder shall be deemed to be in addition to those provided elsewhere in this contract, provided said rights do not limit or interfere in any way with the powers and duties and responsibilities of the Board under applicable law.
- E. No discipline or reprimand shall result in reduction of rank, compensation or deprivation of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth, with the exception of non-renewal of non-tenured employee contract.
- F. No Employee shall be prevented from wearing pins or other reasonable identification of membership in the Association or its affiliates.

ARTICLE V — ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any employee(s) is required to participate by the Board during working hours in negotiations, grievance proceedings, conference, or meetings, he/she shall suffer no loss in pay.
- B. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, and other duplicating equipment, calculating machines, and all types of audio-visual equipment, at reasonable times on school premises for

Association business only, when such equipment is not otherwise in use. The Association shall pay for the actual cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.

- C. The rights and privileges of the Association and its representatives as set forth in this agreement shall be granted only to the Association as the exclusive representative of the employees.
- D. The second Wednesday of each month will be set aside for Association meetings, which will start promptly at ten minutes after school dismissal. These meetings shall not be preempted by any other activity. The employee(s) shall have the right to attend meetings, provided these employees make up the time, and provided that one employee, designated by the Association, may attend these meetings without the employee having to make up the time taken to attend the meeting.
- E. In the event of the closing of school due to a holiday or emergency, the Association shall hold its regular meeting ten minutes after school dismissal on the following Wednesday immediately after the re-opening of school, subject to the provisions of Paragraph D.
- F. The Board shall grant up to a maximum of two (2) days leave per annum to a designated Association representative to attend N.J. E.A. workshops, etc., upon approval of the Superintendent for days but not for reimbursement of costs of workshops or expenses for travel, etc.

ARTICLE VI — WORKING CONDITIONS AND OVERTIME

- A. The work week and hours of work shall be as follows:
 - 1. A normal work week for full-time employees covered by this Agreement shall consist of five (5) working days; namely, Monday, Tuesday, Wednesday, Thursday and Friday.. The work week shall consist of thirty-seven hours (excluding lunch). Employees shall report to work at either 8:00 a.m. or 7:30 a.m. (Flextime). Flextime assignments shall be determined by the secretary's immediate supervisor and approved by the superintendent. A committee of two secretaries and two administrators shall be formed to periodically review flextime and make possible recommendations to the superintendent.
 - 2. The work week for part-time employees covered by this Agreement and paid on an hourly basis and for full-time employees paid on an hourly basis shall be as directed by the Superintendent or Supervisor.

3. Employees covered by this Agreement shall not be required to report for work when schools are closed due to snow.
4. SUMMER WORK HOURS: From July 1st through August 31st a normal work week for full-time employees covered by this Agreement shall consist of five (5) working days; namely, Monday, Tuesday, Wednesday, Thursday and Friday. Hours shall be flexible and employees shall work for seven (7) hours per day, exclusive of lunch, between the hours of 7:30 a.m. and 3:30 p.m. Workday schedules shall be determined by the secretary's immediate supervisor and approved by the superintendent.
5. Employees covered by this Agreement shall be dismissed at 1:00 p.m. on the following days providing schools close at 12:30 p.m.

The day before Thanksgiving

The day before Christmas Recess

6. BACK-TO-SCHOOL NIGHTS: A secretary will attend each Back-to-School Night to provide coverage/general assistance to the administration and staff. Assignments will be on a rotating basis.
 7. At the request of the elementary principal, the general secretary position may be adjusted to begin two (2) weeks before the first day of school for faculty and, if this adjustment is made, then the days of service will be shortened by two (2) weeks from the final day of service required by the faculty. The equivalent time to a 10-month position must be maintained.
- B. Overtime shall be paid in accordance with the New Jersey Statutes and the Fair Labor Standards Act.
- C. Employees shall adhere to the holiday schedule established as follows:
1. Twelve month employees shall follow the school calendar established annually by the Board, except for the period before the opening of school, after the close of school and during the summer. In addition, the employee(s) are entitled to the Independence Day and Labor Day holidays.
 2. Ten-month employees are employed from the period of and including September 1 through June 30. Their vacations during that period shall be the same as the recess offered teachers,

except for the periods after the close of schools in June and before the opening of schools in September. Ten-month employees are entitled to the Labor Day holiday.

- D. The Board shall confer with the Association for recommendations for preparation of the school calendar.

ARTICLE VII — VACATIONS

Vacation benefits for all employees under this Agreement shall be as follows:

- A. Twelve (12) Month Contract Employees

1. Two (2) weeks paid vacation after one (1) year
2. Three (3) weeks paid vacation after five (5) years
3. Four (4) week paid vacation after ten (10) years. This benefit is limited to secretarial employees who were hired prior to January 1, 1994.

- D. Ten (10) Month Contract Employees

No vacation leaves.

ARTICLE VIII— VACANCIES

- A. A copy of the list of vacancies in the school district shall be adequately publicized by the Superintendent in accordance with the following procedure:

1. A copy of the notice shall be posted in each school as far in advance as practicable, ordinarily at least thirty (30) work days before the final date when applications must be submitted, and, if at all possible, not less than fifteen (15) work days before such date. Should this vacancy occur during the summer, ten (10) month employees should be advised of the vacancy at their summer and/or home address. Those who desire to apply for such vacancies shall submit their application in writing to the Superintendent within the time limit specified in the notice.
2. The qualifications for the positions, its duties, and the rate of compensation, shall be clearly set forth.

3. Announcements of appointments shall be made by posting a list in the office in each school building.

B. Other Openings

Other professional positions shall be posted affording employees the opportunity to apply in accordance with paragraph A-1 above.

ARTICLE IX — ABSENCES AND LEAVES

A. Definitions

1. Sick leave shall be defined as stated in New Jersey Statutes, 18A:30-1.
2. Leave of absence shall be defined to mean an employee's absence from duty because of reasons other than sick leave.

B. Sick Leave

1. An employee shall be allowed fifteen (15) days of accumulated sick leave with full pay under the following conditions:
 - a. In accordance with existing law 18A:30-2 commencing with the first annual contract and from the opening day of the school year.
 - b. Accumulated sick leave not used during any one year will be credited as additional sick leave as needed in subsequent years.
 - c. Individuals who utilize all of their accumulative sick leave shall be granted consideration for additional sick leave as defined in 18A:30-1 et. seq.
 - d. In accordance with the provisions of Chapter 168 of the Laws of 1967, whenever any employee is absent from his/her post as a result of personal injury caused by an accident arising out of or in the course of his/her employment, there shall be paid to such employee the salary or wages for the period of such absence for a period not exceeding one calendar year. Such absence shall not be charged to the annual sick leave or the accumulated sick leave.

The payments herein provided shall be made for absences during the waiting period and during such periods when the employee shall receive or is eligible to receive temporary disability payments under the provisions of Chapter 15 of Title 34 of the Revised Statutes.

- e. Any salary or wages payable to any employee under this provision shall be reduced by the amount of any Workmen's Compensation Award made for temporary disability. Whenever payments are made under this section to an employee prior to the time when a temporary award shall have been paid, then the employee shall pay back to the Board the amount of such temporary disability payment or payments.
- f. Employees shall be given a written accounting of accumulated sick leave no later than October 15 of each school year, or as soon as possible thereafter.
- g. In the event an employee is steadily employed for less than the normal number of working days per week that employee shall be entitled to a prorated number of sick leave days. An employee steadily employed on a half-day basis for the entire working year shall be entitled to a same number of sick leave days as a full-time employee, but the pay shall be at the half-time rate.
- h. The Board of Education, when it employs any person who has an unused accumulation of sick leave from another school district in New Jersey, may credit such employee, not later than the end of the first year of employment, with up two seventy (70) days of said sick leave (ref. 18A:30-3.2).
- i. The Board of Education agrees to implement any state legislation so passed regarding unused sick leave for employees.

2. Payment for Unused Sick Leave

- a. Effective on July 1, 1986, any employee who (a) gives notice of retirement pursuant to paragraph B; (b) retires effective on or before the commencement of the next following School Year according to the provisions of the Employees' Pensions and Annuity Fund (PERS) in order to receive immediate benefits and not merely "deferred retirement", and (c) has fifteen (15) years of service in the Woodcliff lake School District, shall be eligible for a Sick Leave Payment (as hereinafter defined) which shall be paid within eight months after the end of the School Year in which the employee retired. The employee will give the Board Secretary at

least sixty (60) days written notice of the date payment is desired.

- b. To be eligible for the foregoing benefits an employee must, on or before December 1st prior to retirement, notify the Board of the intention to retire.
- c. The Sick Leave Payment shall be an amount equal to the number of accumulated Sick Leave days (as hereinafter defined as of the end of the School Year in which the notice is given multiplied by one-third (1/3) of the Daily Salary (hereinafter defined) for that School Year. In no event shall the Sick Leave Payment for any employee exceed Five Thousand Dollars (\$5,000.00). The daily salary shall be the employee's annual salary for the school year in which notice is given divided by two hundred (200) for ten (10) months employees and two hundred forty (240) for twelve (12) months employees. The number of sick leave days shall be the number of accumulated sick leave days standing to the employee's credit at the end of the school year in which the notice is given, provided, however, that for this purpose, the maximum number of sick leave days accumulated by an employee for any year shall not exceed ten (10).

C. Leave of Absence

1. Personal Reasons

Category A

- a. A secretary full time or employed to work more than one half of a regular schedule for a full semester may be granted up to one (1) day of absence without pay deduction as needed for personal reasons for the following specified purposes:
 1. Marriage of oneself or immediate relative.
 2. Legal transaction requiring presence (e.g., subpoena, closing on a house, or meeting with an attorney regarding a property settlement, criminal or civil action).
 3. Professional examination (refers to academic testing).
 4. Religious holiday.
 5. College graduation of an immediate relative — husband, wife, son, daughter, mother, father.
 6. Emergency of a personal nature. [An emergency of a

personal nature is a sudden, unanticipated event requiring immediate attention (e.g., pipes rupturing in house, family members need for assistance in getting emergency medical attention, breakdowns of auto — no means of transportation to work)].

- c. A secretary desiring to use the privilege of absence for one of the reasons in paragraph (a) herein shall apply to the Superintendent, in writing, at least one week in advance of the contemplated absence stating the specific category for such absence. In matters of an emergency nature, he/she must inform the Superintendent as soon as possible. All requests must be approved by the Superintendent, and he or she may require the submission of proof of reason prior to approval of requests for personal leave in Category A.

Category B

- a. A secretary full time or employed to work more than one half of a regular schedule for a full semester may be granted up to two (2) days of absence without pay deduction as needed for unspecified personal reasons.
- b. A secretary desiring to use the privilege of absence in Category B shall apply to the Superintendent, in writing, at least one (1) week in advance of the contemplated absence.
- c. Personal days applied for in this category may not be used on days immediately preceding or following a school vacation or to create a four (4) day weekend.

2. Maternity Leave

- a. A maternity/or child rearing leave arising therefrom not to exceed two (2) years may be granted by the Board to any employee upon written request accompanied by the Superintendent's recommendation.
- b. An employee intending to request maternity leave without pay shall:
 1. Apply for leave within twelve (12) weeks of confirmation of her pregnancy by her attending

physician stating the commencement date of such leave, and the expected date of her return.

2. Supply the administration with a statement in writing, by her attending physician, attesting her ability to perform her duties satisfactorily and stating the commencing date of such disability.
3. Be granted that leave at any time after sixty (60) days from her application and before the expected date of birth and continuing to a specific date after birth set forth on her application.
4. Supply to the administration a statement in writing by her attending physician attesting to her ability to resume her duties satisfactorily.
5. A pregnant employee shall, at her option to be exercised in writing prior to the commencement of her maternity leave, be entitled to accumulated sick leave pay standing to her credit, for that portion of her maternity leave commencing with the date as of which she is disabled by reason of her pregnancy from performing her duties satisfactorily and terminating upon the date of exhausting of her sick leave credit, or upon the date of termination of her employment, or upon the date she is able to resume satisfactory performance of her duties, whichever of said last mentioned dates shall occur soonest. The dates of commencement and termination of such pregnancy disability shall be determined by the written certification of her attending physician and at the option of the Board, by the written certification of a physician employed by the Board.
6. Upon return to duty, the employees shall be guaranteed a position which is equivalent to the position held at the time her maternity leave became effective, if such a position is available, or if not, to a substantially equivalent position, if available.
7. It is understood that a leave of absence for maternity need not be extended to a non-tenured employee beyond the end of the contract year in which that leave

is obtained. Reappointment shall not be denied on the basis of pregnancy alone.

8. No employee shall, on the basis of said leave, be denied the opportunity to substitute in the Woodcliff Lake School District in the area of her competence providing she is certified by her physician to be able to perform her duties.

3. Paternity Leave

- a. A Paternity Leave not to exceed two (2) years may be granted by the Board to any employee upon written request accompanied by the Superintendent's recommendation.
- b. An employee intending to request Paternity Leave without pay shall:
 1. Apply for leave within twelve (12) weeks of confirmation of the wife's pregnancy by her attending physician and state commencement date of such leave, and the expected date of return.
 2. Upon return to duty, the employee shall be guaranteed a position which is equivalent to the position held at the time his paternity leave became effective, if such a position is available, or if not, to a substantially equivalent position if available.
 3. It is understood that no paternity leave shall commence within ninety (90) days of school opening.
 4. For continuity, the Board may elect to permit the employee to return only at the commencement of the school year or at a mutually agreed upon date.
 5. No employee shall, on the basis of said leave, be denied the opportunity to substitute in the Woodcliff Lake School District.

4. Leave for Adoption

- a. A leave for adoption not to exceed two (2) years shall be granted

by the Board to any employee upon written request accompanied by the Superintendent's recommendation.

- b. An employee intending to request Leave for Adoption without pay shall:
 - 1. Notify the Superintendent of Schools when the request for adoption has been placed.
 - 2. Submit notification of custody date to the Superintendent of Schools and the Board immediately upon receipt of such date from the adoption agency.
 - 3. For continuity, the Board may elect to permit the employee to return only at the commencement of the school year or at a mutually agreed upon date.
 - 4. Upon return to duty, the employee shall be guaranteed a position which is equivalent of the position held at the time her adoption leave became effective, if such a position is available, or, if not, to a substantially equivalent position, if available.
 - 5. No employee shall, on the basis of said leave be denied the opportunity to substitute in the Woodcliff Lake School district in the area of her competence.

5. Absence for Bereavement

- a. In the case of the death of a parent, stepparent, guardian, parent-in-law, step parent-in-law, brother, sister, wife, husband, domestic partner, child, stepchild or a relative living in the household as one of the immediate family, an employee shall be granted a leave of absence without loss of pay not in excess of five (5) calendar days from said death.
- b. In the case of the death of a brother-in-law or sister-in-law, an employee shall be granted a leave of absence without loss of pay not in excess of three (3) calendar days from said death.
- c. In the case of the death of a relative not mentioned in a) or b) above, an employee shall be granted a leave of absence without loss of pay of up to two (2) calendar days from said death.
- d. For the death of a close friend, an employee may be granted one (1) day of leave without loss of pay.

- e. Leave under these regulations must be with the approval of the Superintendent of Schools.

6. Other Leaves

Other Leaves of Absence, with or without pay, may be granted by the Board for good reason.

ARTICLE X — PROFESSIONAL DEVELOPMENT

A. Purpose

The Board and the Association support the principle of continuing professional development.

B. Baccalaureate or Graduate Level Courses

1. Eligibility for Tuition Reimbursement

The member shall have been a full-time member of the secretarial staff for a period of one (1) full school year prior to enrollment in the course.

2. Approval

To be approved, it must first be determined that a course will enhance the value of the staff member to the school district. The Superintendent shall approve the courses prior to enrollment by each individual.

3. Tuition Reimbursement

- a. Proof of successful completion of the courses (grade B or better) shall be furnished to the Superintendent and endorsed by him/her before reimbursement is made.
- b. Reimbursement will be 100% of tuition not to exceed \$1,000.00 per year.
- c. Reimbursement to the employee will be made as soon as possible after:

- a. Receipt by the Superintendent of verification of satisfactory course completion.
- b. Verification that the employee is then a full-time employee of the school district.

C. Continuing Education Learning Activities

A Continuing Education Learning Activity is defined as a instructional experience that is directly related to job skills, and while not a college level course, exceeds the length and intensity associated with workshops, seminars, conferences and professional meetings, that are subject to approval by the Professional Development Committee.

1. Eligibility for Reimbursement of Costs

The member shall have been a full-time member of the secretarial staff for a period of one (1) full school year prior to enrollment in the Continuing Education Learning Activity.

2. Approval

To be approved, it must first be determined that the Continuing Education Learning Activity will enhance the value of the staff member to the school district. The Superintendent shall approve the Continuing Education Learning Activity prior to enrollment by each individual.

3. Reimbursement

a. Reimbursement to the employee will be made as soon as possible after:

1. Receipt by the Superintendent of verification of satisfactory completion of the Continuing Education Learning Activity.
2. Verification that the employee is then a full-time employee of the school district.

b. Reimbursement will be 100% of costs not to exceed \$400.00 per year.

C. Workshops, Seminars, Conferences, Professional Meetings

1. Approval

Applications for attendance at seminars, conferences and professional meetings shall be subject to approval of the district's Professional

Development Committee.

2. Reimbursement

Reimbursement for registration fees, travel expenses, meals and lodging, where applicable, will be made within thirty (30) days after submitting reimbursement forms.

D. Inservice Day

During the course of each year, the administration will designate a common inservice day for all persons represented by the secretarial bargaining unit.

ARTICLE XI — DEDUCTION FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Woodcliff Lake Education Association and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deduction shall be made in compliance with Chapter 233, Public Law of 1969 (NJS 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 New Jersey Education Association by the 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. If an employee desires to discontinue such deductions, he/she must give the notice required by the State Department of Education and the deduction will not be effective until the dates established by the State Department of Education.
- 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. Employees electing to have payroll deductions made to East Bergen Teachers Federal Credit Union shall have such deductions mailed to the Credit Union on the day the salary check is issued.

ARTICLE XII — PERSONAL FREEDOM/PERSONNEL RECORDS

- A. An employee shall have the right, upon request, to review the contents of his/her personnel file and to obtain copies of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him/her during such a review.
- B. No material derogatory to an employee's conduct, service, character or

personality shall be placed in his/her personnel file unless the employee has had an opportunity to review this material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/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 employee shall also have the right to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.

- C. Although the Board agrees to protect the confidentiality of personal reference, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.
- D. Final evaluation of an employee upon termination of his/her employment shall be concluded prior to severance, or as soon as possible thereafter, not to exceed three (3) working days. No documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise, other than in accordance with procedure set forth in this ARTICLE.

ARTICLE XIII — EMPLOYEE SENIORITY/REDUCTION OF FORCE

The Woodcliff Lake Board of Education agrees to implement any Federal or State Regulations regarding reduction in force.

ARTICLE XIV – SALARIES

E. Salary Schedule

1. Schedule "A" which is attached hereto sets forth the salary schedule for July 1, -2009 — June 30, 2010, July 1, 2010— June 30, 2011, and July 1, 2011 — June 30, 2012 as negotiated and agreed to and said schedules are hereby made a part of this Agreement.
2. It shall be clearly understood by both parties that the salary schedule does not guarantee an automatic salary increase. The board reserves the right to withhold for inefficiency or other good cause, any and all employment adjustment and/or increase. In the event the Board wishes to exercise such a right, it does so under the provisions of 18A:29-14 and N.J. Adm. Code Title 6, Chapter 24. Said decision to withhold an increase shall be subject to the

grievance procedure.

3. When a payday falls on or during a school holiday vacation or weekend, all contractual personnel shall receive their paychecks on the last previous working day.

ARTICLE XV — MISCELLANEOUS PROVISIONS

- A. The Board and the Association agree 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, or discipline or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, political activities or association activities.
- B. Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this agreement to employees covered by this agreement as established by the rules, regulations and/or policies of the Board in force on said date shall continue to be so applicable during the term of this agreement. Unless otherwise provided in this agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.
- C. This agreement incorporates the total understanding of both parties to these negotiations.
- D. The Association recognizes that the Board has the responsibility and authority to manage and direct on behalf of the public all the operations and activities of the school district to the full extent authorized by law. The exercise of these powers, rights, authority, duties, and responsibilities by the Board and the adoption of such rules, regulations and policies as it may deem necessary shall be limited only by the specific and expressed terms of this agreement.
- E. 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 application shall continue in full force and effect.

- F. Any individual contract between the Board and an individual employee hereto 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, during its duration, this agreement shall be controlling.
- G. Copies of this agreement shall be reproduced at the expense of the Board after agreement with the Association on format within forty-five (45) days after the agreement is signed. The agreement shall be presented to all employees now employed and hereafter employed.
- H. The Board and Association agree that the final decision making authority in respect to the selection or rejection, implementation or abandonment, scope or intensity of any educational structure, change or innovation must necessarily be in a single body and that the board by statutory mandate has been charged with such responsibility that should not be delegated, except as limited by this agreement and Chapter 303 of the New Jersey Statutes.
- I. Wherever 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:
 - 1. If by Association to the Board at:
President, Woodcliff Lake Board of
Education Woodcliff Middle School
Woodcliff Lake, New Jersey 07677
 - 2. If by the Board to the Association at:
President, Woodcliff Lake Education Association
Dorchester/Woodcliff Middle School
Woodcliff Lake, NJ 07677

ARTICLE XVI — REPRESENTATION FEE

- A. Purpose. If any employee does not become a member of the Association during any membership year (i.e., September 1 to the following August 31), said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Notification. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

1. On or about October 15 of each year, the Board will submit to the Association a list of all employees in the bargaining unit.
2. On or about January 1 of each year, the Association shall notify the Board as to the names of those employees who are required to pay the representation fee.
3. The Association will notify the Board in writing of any changes in the list provided for in the preceding paragraph and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board receives said notice.
4. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position and have been on payroll (retroactive) during the preceding thirty (30) day period. The list will include names, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

C. Deduction and Transmission of Fee.

1. The Board will deduct from the salaries of the employees referred to in Paragraph 2 of the preceding subsection, the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
2. If an employee who is required to pay a representation fee terminates, his/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.

- D. Indemnification. The Association agrees to indemnify and hold the Board harmless against any and all claims demands, suits and/or other form of liability, including but not limited to attorneys' fees and/or other legal costs and expenses that may arise out of any action taken or not taken by the Board pursuant to this Article.

ARTICLE XVII — DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 2009 and shall continue in effect until June 30, -2012, subject to both parties' right to negotiate over a successor Agreement as provided in ARTICLE H. 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.

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 hereon.

WOODCLIFF LAKE EDUCATION
ASSOCIATION

WOODCLIFF LAKE BOARD OF
EDUCATION


Mr. Joseph Canco, President


Robert Nathaniel, President


Mrs. Joanne Sgroi, Secretary

Mr. Matthew L. Lynaugh
Board Secretary/Business
Administrator

SCHEDULE A

A. Salaries

1. Year One - July 1, 2009 through June 30, 2010

All members shall receive a 3.5% increase over their 2008-2009 salary.

2. Year Two — July 1, 2010 through June 30, 2011

All members shall receive a 3.5% increase over their 2009-2010 salary.

3. Year Three — July 1, 2011 through June 30, 2012

All members shall receive a 3.5% increase over their 2010-2011 salary.

B. Adjustment to Salary Schedule

Any secretary employed for more than one half of the work year shall be given full credit for one (1) year of service toward the next increment for the following year, or in the event of a leave of absence, shall have worked for more than one half of the year in which the leave began, except sabbatical.

C. Not Used

D. Salary Stipends

1. Salary stipends for college coursework are limited to coursework that is directly related to the secretary's job duties and is undertaken after employment has been initiated.
2. The Board recognizes the professional accomplishments of the staff in their goal to achieve the highest level of competence in job performance and service to the district by awarding the following amounts paid on a yearly basis.

Level I — Satisfactory completion of an Associate Degree - \$350.00

Level II — Satisfactory completion of a Bachelor of Arts or Bachelor of Science Degree - \$450.00

3. Satisfactory completion of courses will be verified by the Superintendent of Schools and official college transcripts will be submitted.

4. Effective July 1, 1994, newly hired employees shall not include the above stipends in their base salaries. Current employees covered under this agreement shall not include any additional advanced stipends in their base salaries.

E. Minimum starting salaries for the new twelve (12) months employees hired between July 1st and June 30th shall be as follows:

Secretaries to Principal	\$20,000.00
Secretaries to Child Study Team	\$20,000.00
Clerk/Aides	\$14,000.00

Minimum starting salaries for new ten (10) month employees shall be based upon 43/52 of those stated for twelve (12) month employees.

SCHEDULE B

INSURANCE PROTECTION

A. HEALTH INSURANCE

At the beginning of each school year, the Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each employee and in cases where appropriate for Family Plan Insurance coverage. The Board shall make payment for insurance premiums to provide insurance coverage for the full twelve (12) months period, to insure uninterrupted participating and coverage.

1. The Board, at its own expense, will maintain a Major Medical Expense Policy for all employees and their families, provided said employee is employed for thirty-five (35) hours per week or more.
2. The Board, at its own expense, will maintain Hospital-Medical Surgical Plan for all employees and their families, provided said employee is employed for thirty-five (35) hours per week or more.

B. DENTAL PLAN

1. The employee has the option to receive a \$400 stipend from the Board as reimbursement against annual dental expenses or to be covered by a Board provided dental insurance plan for single coverage. After the initial election, this option may be changed no later than June 15 of the prior year.
2. The Board will pay the \$400 reimbursement to said employee upon presentation of a signed voucher. Payment of these dental stipends shall be released on July 15th or as soon thereafter as possible but in no case later than October 15th unless the employee has not been continuously employed for six months.
3. If the employee elects Board provided dental insurance, then the Board agrees to pay for single dental coverage. If the cost of this coverage exceeds the voucher amount in any year the Board will be liable for the difference.
4. The employee may request family dental coverage, parent-child or

husband-wife coverage. The Board will be liable for the voucher amount for single dental coverage (\$400.00). The employee will pay the differential.