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WOODCLIFF LAKE
CONTRACT AGREEMENT
SCHOOL YEARS 1978-79-80
BETWEEN BOARD OF EDUCATION &
SECRETARIAL ASSOCIATION

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AGREEMENT

This is an agreement between the Woodcliff Lake Board of Education, hereinafter called the Board, and the Woodcliff Lake Secretarial Association, hereinafter called the Association. It shall become effective as of July 1, 1977, and shall continue in effect until June 30, 1980 or until a subsequent successor agreement has been negotiated.

ARTICLE I RECOGNITION

- A. The Woodcliff Lake Board of Education hereby recognizes the Woodcliff Lake Secretarial Association as exclusive representative for the purpose of collective negotiations for all full-time and part-time secretarial and clerical personnel and aides under contract to the Board including:

Secretaries to Principals
Switchboard Operator/Clerk Typists
Clerk/Aides

and excluding:

Secretaries to the Superintendent
Confidential Personnel as defined by
the N.J. Employer/Employee Relations Act
Cafeteria Kitchen Staff
Cafeteria Monitors
Teachers
Administrators
Custodians and Maintenance Staff
All other Employees of the Board

- B. Unless otherwise indicated, the term Secretaries, when used hereinafter in the Agreement, shall refer to all personnel represented by the Association.

ARTICLE II NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation 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. All understandings and settlements arrived at by both parties shall be stated in this Agreement following the necessary acceptances or ratifications by the parties.
- C. 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 SICK LEAVE

- A. All employees covered by this Agreement shall be allowed fifteen (15) days of accumulated sick leave with full pay. Said sick leave to be allowed under the following conditions:
1. In accordance with existing law N.J.S.18A:30-2 commencing with the first annual contract and from the opening day of the school year.
 2. Accumulated sick leave not used during any one year will be credited as additional sick leave as needed in subsequent years.
 3. Individuals who utilize all of their accumulative sick leave shall be granted consideration for additional sick leave as defined in N.J.S.18A:30-6.
 4. In accordance with the provisions of Chapter 168 of the Laws of 1967, whenever any secretary 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 secretary shall receive or is eligible to receive temporary disability payments under the provisions of Chapter 15 of Title 34 of the Revised Statutes. Any salary or wages paid or payable to any secretary 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 a secretary prior to the time when a temporary disability award shall have been paid, then the secretary shall pay back to the Board the amount of such temporary disability payment or payments.
 5. Secretaries shall be given a written accounting of accumulated sick leave no later than September 15th of each school year, or as soon as possible thereafter.

ARTICLE IV TEMPORARY LEAVE OF ABSENCE

A. Personal Reasons

1. A secretary, full-time or employed to work at least twenty (20) hours per week for ten (10) months of the year, may be granted up to three (3) days absence without pay deduction as needed for personal reasons for the following specified purposes:
 - a. Marriage of oneself or immediate relative
 - b. Legal transaction requiring presence
 - c. Professional examinations
 - d. Religious holiday
 - e. Emergency of a personal nature

2. A secretary desiring to use the privilege of absence for one of the reasons in Paragraph 1. a., b., c., d., 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.

B. Maternity Leave

1. A maternity leave, without pay, not to exceed two (2) years shall be granted by the Board to any tenured secretary upon written request accompanied by the Superintendent's recommendation.
2. A secretary intending to request maternity leave shall:
 - a. Apply for leave within two weeks of confirmation of her pregnancy by her attending physician stating the commencement date of such leave, and the expected date of her return.
 - b. Supply the administration with a statement in writing, by her attending physician, attesting to her ability to perform her duties satisfactorily.
 - c. 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.
 - d. Supply to the administration a statement, in writing, by her attending physician attesting to her ability to resume her duties satisfactorily.
3. Upon return to duty, the secretary shall be guaranteed a position which is equivalent to the position held at the time her maternity leave became effective.
4. It is understood that the Board may, in its discretion, grant a leave of absence for maternity to a nontenured secretary beyond the end of the contract year in which that leave is obtained. In no event shall the Board's decision with respect to reappointment after leave be made on the basis of pregnancy alone.

C. Absence for Death

1. In the case of death of a parent, guardian, brother, sister, wife, husband, child, or a relative living in the household as one of the immediate family, a secretary shall be granted a leave of absence without loss of pay not in excess of seven (7) days. Saturday, Sunday, and legal Holidays intervening will be counted within the seven (7) day period.

2. In the case of the death of a relative not a member of the immediate family or of a close friend, a secretary shall be granted one (1) day of leave without loss of pay for the day of the funeral.
3. Leaves under these regulations must be with the approval of the Superintendent of Schools.

D. Other Leaves

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

ARTICLE V HOLIDAYS

Secretaries under a twelve (12) month contract will adhere to the holiday schedule established as follows:

Independence Day
Labor Day
NJEA Convention (two (2) days)
Thanksgiving Recess (two (2) days)
Christmas Day
The first working day after Christmas
New Year's Day
Good Friday
Memorial Day
Floating Holidays (six (6) days)*

*These days will be determined each year after the school calendar has been established and must be days on which schools are not in session.

NOTE: Ten (10) month employees covered by this Agreement shall be paid a total of fifteen (15) paid holidays - those listed above with the exception of Independence Day and one (1) floating holiday.

ARTICLE VI VACATIONS

Vacation benefits under this Agreement shall be as follows:

A. Twelve (12) Month Contract Employees

Two (2) weeks vacation after one (1) year
Three (3) weeks vacation after five (5) years
Four (4) weeks vacation after twelve (12) years

B. Ten (10) Month Contract Employees

No vacation leave

ARTICLE VII VACANCIES

A copy of the list of vacant secretarial positions, as covered by this Agreement, in the school district will be made available to the President of the Woodcliff Lake Secretarial Association.

ARTICLE VIII WORKING CONDITIONS

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-five (35) hours (excluding lunch).
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 begin at 9 A.M. and continue to 3 P.M. with one half hour for lunch.
5. Employees covered by this Agreement shall be dismissed at 2 P.M. on the following days providing schools close at 12:30 P.M.:

the day before Thanksgiving
the day before the Christmas Recess
the day before the Easter Recess

6. Employees covered by this Agreement shall be dismissed at 3:30 P.M. on days schools are closed for the Christmas Recess, Winter Recess and Easter Recess and any other day on which schools are not in session and custodial and administrative staff are not present.

ARTICLE IX OVERTIME

- A. Overtime shall be paid in accordance with the New Jersey Statutes and the Fair Labor Standards Act.

ARTICLE X INSURANCE COVERAGE

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 secretary 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) month period, to assure uninterrupted participation and coverage. The Board shall make payment for insurance premiums to provide insurance coverage for the full twelve (12) month period, to assure uninterrupted participation 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 twenty (20) hours per week or more.
2. The Board, at its own expense, will maintain a Hospital-Medical Surgical Plan for all employees and their families, provided said employee is employed for twenty (20) hours per week or more.

ARTICLE XI GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a complaint by any secretary or group of secretaries who believe there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting the rights of the secretary or group of secretaries. 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 nontenure employee, except that appeal for renewal of contract ends with a hearing before the Superintendent of Schools. The grievant may appeal in writing to the Board of Education requesting an additional hearing. The Board shall respond to such a request in writing.

b. In matters where the Board is without authority to act.

2. Aggrieved Person

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

3. Party in Interest

The term "party in interest" is the person making the claim and any person 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 arise affecting secretaries. 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 Grievances

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

3. Level One - Building Principal or Immediate Supervisor

A secretary with a grievance shall first discuss the matter orally with her principal or immediate supervisor with the objective of resolving the matter informally. If the aggrieved person is not satisfied with the disposition of her grievance she may present her grievance in writing to the principal or immediate supervisor within ten (10) school days, who will render his written decision to the aggrieved person no later than the fifth school day after receipt of the grievance.

4. Level Two - Superintendent

If the aggrieved person wishes to appeal from the decision of the principal or immediate supervisor, a copy of the grievance and the decision shall be forwarded to the Superintendent within ten (10) school days. 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 principal, or immediate supervisor.

5. Level Three - The Board - Final Authority

In the event the aggrieved person shall wish to appeal from the decision of Level Two, she shall within ten (10) school days file with the Secretary of the Board of Education a notice of her appeal. 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 and/or her representative shall be required. The Board and the aggrieved 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 appeal to the Commissioner of Education pursuant to N.J.S.18A:6-9 et seq.

6. a. If, in the judgment of the Association, a grievance affects a group or class of secretaries in more than one school, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. Such group grievance shall be signed by each grievant. The Association may process such a grievance through all levels of the grievance procedure if any of the aggrieved wish to do so.
- b. If the group grievance pertains to secretaries in one school, the grievance shall be signed by each grievant and 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.

The failure of an aggrieved person to proceed to the next level within the specified time limits shall be deemed to be an acceptance of the decision rendered at the level last resorted to and shall constitute a waiver of any further proceedings on the basis of grievance in question.

No grievance shall be processed or heard and the same shall be deemed waived unless the written grievance referred to in Level One shall have been filed with the principal or supervisor within the ten (10) school days next following the date on which the aggrieved person first knew of the occurrence of the event, condition or circumstance on which the grievance is based.

D. Rights of Secretaries to Representation

1. Secretaries and Association

Any aggrieved person may be represented at each formal stage of the grievance procedure. At her option she may elect to have a representative selected or approved by the Association.

2. Reprisals

No reprisals of any kind shall be taken by either party against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Meetings and Hearings

Unless otherwise required by law, 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.

ARTICLE XII SALARIES

A. All employees covered by this agreement prior to March 1, 1977 shall be eligible for the following salary increases during the period of this agreement:

- 8.0% in 1977-1978, effective July 1, 1977
- 6.5% in 1978-1979, effective July 1, 1978
- 5.5% in 1979-1980, effective July 1, 1979

Employees hired between March 1, 1977 and February 28, 1978 shall be eligible for the following increases during the period of this agreement:

- 6.5% in 1978-1979, effective July 1, 1978
- 5.5% in 1979-1980, effective July 1, 1979

Employees hired between March 1, 1978 and February 28, 1979 shall be eligible for an increase of:

- 5.5% in 1979-1980, effective July 1, 1979

B. These increases are not automatic and may be withheld from an employee by the Board of Education upon the recommendation of the Superintendent of Schools, indicating that performance has been below standards acceptable to the Superintendent. Increases withheld for this reason shall be deemed to have been lost. Said decision to withhold an increase shall be subject to the grievance procedure.

C. Minimum starting salaries for new twelve (12) month employees hired between July 1, 1977 and June 30, 1980 shall be as follows:

	<u>1977-78</u>	<u>1978-79</u>	<u>1979-80</u>
Secretaries to Principal	\$6862.00	\$7308.00	\$7710.00
Switchboard Operator/Clerk Typists	5891.00	6274.00	6619.00
Clerk/Aides	5364.00	5713.00	6027.00

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

D. For information purposes, the projected salaries of all employees covered by this agreement are set forth in Schedule "A" which is attached hereto. It is understood by all parties that these listed salaries are based upon the classifications to which these employees are now assigned. A change in classification could result in a change in the salary of the individual. Also, it is understood by all parties that the Board of Education reserves its rights under section "B" of this Article to withhold increases.

ARTICLE XIII PROFESSIONAL DEVELOPMENT

Full-time, twelve (12) month members of the Woodcliff Lake Secretarial Staff who participate in courses geared to improve performance in their immediate areas of assignment shall be reimbursed up to ninety dollars (\$90.00) per contract year, providing the courses have first been approved by the Superintendent of Schools and providing proof of successful completion of the courses has been submitted to the Superintendent of Schools.

ARTICLE XIV ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association shall have the right to hold meetings in the school buildings outside of working hours, providing they do not conflict with other uses of the school, and provided the Board Office has been notified in advance.
- B. The Association shall have the right to use school equipment at reasonable times outside of working hours, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use and for any repairs necessitated as a result thereof.

ARTICLE XV PERSONAL FREEDOM

The personal life of an employee is not an appropriate concern or attention of the Board except as it may directly prevent the employee from performing properly his/her assigned functions during the workday.

ARTICLE XVI 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 indicated 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 designee and attached to the file copy.
- C. Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE XVII DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its secretaries dues for the Woodcliff Lake Secretarial Association and the New Jersey Education Association, as said secretaries individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, Public Laws of 1969 (N.J.S.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 Woodcliff Lake Secretarial Association 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. If a secretary desires to discontinue such deductions, he/she must give the notice required by the State Department of Education and the discontinuance will not be effective until the dates established by the State Department of Education.
- B. 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 the membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XVIII CLASSIFICATIONS

- A. Secretaries to Principals
- B. Switchboard Operator/Clerk Typists
- C. Clerk/Aides

ARTICLE XIX MISCELLANEOUS PROVISIONS

A. Nondiscrimination

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 indicate that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of the employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee covered by this Agreement, 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. Printing Agreement

Copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all employees now employed or hereafter employed.

E. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by certified mail return receipt or by duly receipted notice at the following addresses:

1. If by Association to the Board at:

President, Woodcliff Lake Board of Education
Dorchester School
Woodcliff Lake, New Jersey 07675

2. If by Board to the Association at:

President, Woodcliff Lake Secretarial Association
Woodcliff School
134 Woodcliff Avenue
Woodcliff Lake, New Jersey 07675

SIGNATURES OF AUTHORIZED OFFICIALS

In witness of this Agreement, the Woodcliff Lake Secretarial Association has caused this Agreement to be signed by its President and Secretary and the Woodcliff Lake Board of Education has caused this Agreement to be signed by its President, attested to by its Secretary and its corporate seal to be placed hereon, on this twenty-first (21) day of April, 1977.

WOODCLIFF LAKE SECRETARIES ASS'N.

By *Herbert P. Shapiro*
President

By *Edith Arvidson*
Secretary

WOODCLIFF LAKE BOARD OF EDUCATION

By *Walter C. Hambrick*
President

By *Gloria Monrose*
Secretary

SCHEDULE "A"

	<u>1977-1978</u>	<u>1978-1979</u>	<u>1979-1980</u>
Edith Arcidiacono	\$ 5,263.00	\$ 5,605.00	\$ 5,913.00
Chris Backle	4,910.00	5,229.00	5,517.00
Claire Daly	6,023.00	6,414.00	6,767.00
June Lockitt	4,436.00	4,724.00	4,984.00
Ethel Matasker	10,007.00	10,657.00	11,243.00
Doris Nelson	2,759.00	2,939.00	3,101.00
Pauline Rosen	4,960.00	5,283.00	5,574.00
Carole Sartor	7,585.00	8,078.00	8,522.00
Henrietta Shapiro	9,109.00	9,701.00	10,234.00