

**AGREEMENT BETWEEN THE  
ENGLEWOOD  
SECRETARIES' ASSOCIATION**

**AND THE**

**ENGLEWOOD  
BOARD OF EDUCATION**

**JULY 1, 2002 – JUNE 30, 2005**

**ENGLEWOOD, NEW JERSEY**

Board Approved:

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THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of July 2002, between the Board of Education of the City of Englewood, New Jersey, (hereinafter referred to as the "Board") and the Englewood Teachers Association (hereinafter referred to as the "ETA").

## **WITNESSETH**

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with a representative selected by a majority of employees in an appropriate unit with respect to the terms and conditions of employment pertaining to such unit.

WHEREAS, attainment of the objectives of the educational program conducted in the schools of the district requires mutual understanding and cooperation among the Board the Superintendent, the professional personnel, the other personnel, and citizens of the community; to this end, free and open exchange of views is desirable, proper and necessary.

WHEREAS, the Board and the ETA recognize the importance of an orderly, just and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this agreement or of policies or regulations of the Board and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.

WHEREAS, despite reference herein to the Board of ETA as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority to act.

WHEREAS, the provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement, shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules, or regulations of the parties will operate retroactively unless expressly so stated.

WHEREAS, the parties have reached certain understandings which they desire to confirm by this Agreement, the Board and the ETA accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor.

WHEREAS, the parties have reached certain understandings which they desire to confirm by this Agreement.

NOW, THEREFORE, it is agreed as follows:

### **Article I**

#### **RECOGNITION**

1.0 The Board agrees to and hereby does recognize the ETA as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all secretarial and office personnel excluding:  
Secretary to the Superintendent of Schools  
Secretary to the Assistant Superintendent(s)

Secretary to the Secretary of the Board of Education  
Secretary to the Director of Personnel/Staff Development  
Employees of Management Information Systems  
Other applicable confidential secretaries

1.1 Unless otherwise indicated, the term “employee,” when used herein, shall refer to all employees identified in the negotiating unit defined above. Reference to female employees shall include male employees.

## **Article II**

### **NEGOTIATION PROCEDURE**

2.0 The parties agree to enter into collective negotiations over a successor agreement, in accordance with Chapter 123, Public Laws 1974, in good faith effort to reach agreement on all matters concerning the terms and conditions of employment. A request for such negotiations to begin shall be initiated in writing by either party any time after the official opening of the school year covered by this agreement. Negotiations shall commence within three (3) weeks after the initial request has been made. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the ETA and be adopted by the Board.

2.1 Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party.

2.2 When the parties mutually determine that a meeting shall be scheduled during the school day, the employees involved shall suffer no loss in pay. All meetings between the parties for purpose of negotiation shall be scheduled, whenever possible, to take place when employees involved are free from assigned educational responsibilities.

2.3 The parties agree to supply each other for inspection and copying all requested and pertinent records, data and budgetary information as it becomes available to the respective parties.

## **Article III**

### **GRIEVANCE PROCEDURE**

3.0 Definitions

3.01 A “grievance” is an appeal of the interpretation, application or violation of policies, agreements and administrative decisions affecting an employee.

3.02 An “aggrieved party” is any employee, group of employees, or the ETA making the appeal.

3.03 A “party in interest” is the person or persons who might be required to take action or against whom action might be taken in order to resolve the appeal.

### 3.1 Purpose

3.11 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 employees.

3.12 Nothing herein contained shall be construed as limiting the right of the employee having a grievance to discuss the matter informally with his immediate superior and have the matter adjusted without the intervention of the ETA provided the adjustment is not inconsistent with the terms of this Agreement and that the ETA has been given the opportunity to be present at such adjustment and to state its views.

### 3.2 Procedure

3.21 Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits may be extended, however, by mutual agreement.

3.22 In the event a grievance is filed at thus a time that it cannot be processed through all the steps in this grievance procedure by the end of the contract year, the time limits set forth herein shall be reduced so that the procedure may be exhausted prior to the end of the contract year, or as soon thereafter as is practicable. Any grievance filed which has not been settled prior to the termination of this Agreement, together with all grievance procedures pertaining thereto, survive the termination of this Agreement.

#### 3.23 Level One

An aggrieved party may (a) first discuss the grievance informally with his principal or immediate superior, or (b) discuss such grievance with his principal or immediate superior through the ETA designated representative with the objective of resolving the matter informally.

#### 3.24 Level Two

If the aggrieved party is not satisfied with the disposition of his grievance discussed at Level One, he may file the grievance in writing with the ETA. The ETA may present such written grievance to the aggrieved party's principal or immediate superior for resolution within ten (10) workdays of receipt of same. The aggrieved party's principal or immediate superior shall issue his written decision within ten (10) workdays of receipt of same.

#### 3.25 Level Three

If the aggrieved party is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) workdays after the written grievance was submitted to the aggrieved party's principal or immediate superior, he may request that the ETA submit his grievance to the Superintendent of Schools. The ETA may submit the grievance to the Superintendent of Schools within ten (10) workdays after receipt of such request. In connection with this procedure, the ETA may request of the Superintendent of Schools and shall receive any available records, data and other

information relevant to the grievance being processed. The Superintendent of Schools shall issue his written decision within fifteen (15) workdays of receipt of the grievance.

### 3.26 Level Four

If the aggrieved party is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) workdays after reaching the Superintendent of Schools, the aggrieved party may request that the ETA request a hearing of the Board. The ETA request shall be in writing setting forth its reasons and be transmitted to the Superintendent of Schools who shall attach related papers, including copies of those requested by the ETA and forward the request to the Board. The Board shall hear the grievance within fifteen (15) workdays. The Board will make arrangements for a meeting with all parties in interest to hear the matter. The Board shall render a written decision within ten (10) workdays from the date of the close of the hearing setting forth reasons for its decision. Copies of such decision shall be transmitted to the aggrieved party and the ETA within five (5) days from the date that the decision was rendered by the Board.

### 3.27 Level Five

If the aggrieved party is not satisfied with the disposition of his grievance at Level Four, or if no decision has been rendered within fifteen (15) workdays after the Board hearing, the aggrieved party may request that the ETA submit the grievance to arbitration. If submitted to arbitration, either party may request a list of arbitrators from the Public Employment Relations Commission. The Board and the ETA shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator. Arbitration shall begin as quickly as possible dependent upon the availability of the arbitrator.

3.28 The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and decision on the issues submitted. As to those grievances which involve decision of the meaning or interpretation of the language of this Agreement, the arbitrator's decision shall be final and binding on the parties. As to all other grievances covered by this Article, the arbitrator's decision shall be advisory only. In deciding grievances, the arbitrator shall be without power or authority to make any decision contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement or of applicable law or rules or regulations having the force and effect of law involving Board discretion or policy under its rules and regulations which survive this Agreement; or limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law.

3.29 The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board and the ETA.

3.3 The ETA shall have the right to be present and to state its views at all stages of the grievance procedure except at an unwritten Level One grievance.

3.4 If, in the judgment of the ETA a grievance affects a group or class of employees, the ETA may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The ETA may process such a grievance through all levels of the grievance procedure provided it is a class action even though the aggrieved party does not wish to do so.

## **Article IV**

### **EMPLOYEE RIGHTS**

4.0 Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the ETA and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974, or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the ETA and its affiliates, collective negotiations with the Board, or his institution of any grievance complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

4.1 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Law or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

4.2 No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any employment advantages 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.

4.3 Whenever any employee is required to appear before the Superintendent or his designee, Board or any committee, member, representative or agent thereof, concerning any matter which could adversely affect the continuation of employment or the salary or any increments pertaining thereto, she shall be given prior written notice of the reasons for such meeting or interview, and shall be entitled to have a representative of the ETA present to advise her and represent her during such meeting or interview.

## **Article V**

### **ETA RIGHTS AND RESPONSIBILITIES**

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

5.1 Whenever any representative of the ETA or any employee participates during working hours in jointly initiated negotiations or grievance proceedings, she shall suffer no loss in pay.

5.2 The ETA and its representatives shall have the right to use school buildings at reasonable hours for business meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings and application made for use of the building with the proper authority.

5.3 The ETA shall have the right to requisition from the proper authorities, school facilities and equipment, including typewriters, mimeographing machines, other duplication equipment, calculating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use.

5.4 Adequate bulletin board space shall be reserved in each work location in a place to be designated by the supervisor at such work location, readily accessible to all members of the bargaining unit, for the posting of the ETA notices and other material dealing with proper and legitimate ETA business. All such notices and material shall bear the signature of a responsible ETA official or shall clearly indicate that its issuer or publisher is the ETA. The bulletin board space shall be identified with the name of the ETA. The authorized representative of the ETA shall be the sole person empowered to post these materials on that board.

5.5 The ETA shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary.

5.6 In the event there is no local representative, an ETA representative in any work location, or an authorized representative from another work location may be designated the authorized representative of the ETA, by a letter of authorization signed by the President of the ETA, to carry out all duties and responsibilities as set forth in the Agreement, except that such representative shall not be entitled to leave the premises of the work location in which she works during her working hours.

5.7 The rights and privileges of the ETA and its representatives as set forth in this Agreement shall be granted only to the ETA as the exclusive representative of the employees.

## **Article VI**

### **EMPLOYEE COMPENSATION**

6.0 It shall be clearly understood by both parties that there will not be a salary guide, instead each Assistant shall receive a 6% in each year of the three year agreement for Assistants on Steps 1 through 7. There will be a 5% increase for those Assistant on Steps 8 through Max in each year of the three-year agreement. The salaries of all employees covered by the terms of this Agreement are set forth in Appendix A, which is attached hereto and made a part hereof.

6.01 The Board of Education may withhold, for inefficiency or other just cause, the employment increment of any employee in any year. The Board of Education, within ten (10) workdays shall give written notice of any such action, together with the reasons therefore, to the employee concerned.

6.02 Employment increments may be withheld only after proper and sufficient evaluation has been done by the administration. No increment shall be withheld without just cause.

6.03 The immediate superior and/or principal shall not forward any recommendation to withhold an employee's employment increment or a part hereof through the Superintendent to the Board unless the principal has given to the employee against whom the recommendation shall be made, written notice of the alleged cause(s) for the recommendations specifying the nature thereof with such particulars as to furnish the employee an opportunity to correct and overcome the same.

6.04 The term "employment increment" as used herein is intended to mean the next step on the salary guide at which step the employee would be placed. If an employment increment is withheld, the individual in question shall remain at the step on the salary guide for the year during which the employment increment is withheld even though the step shall be higher than the previous year.

6.1 All employees hired prior to February 1<sup>st</sup> of any year shall be entitled to a full increment for the ensuing year. All employees hired on or after February 1<sup>st</sup> of any year shall remain on the same step on the new salary guide which becomes effective July 1<sup>st</sup>.

6.2 New hires shall not be placed in a salary above that of existing unit members with the same experience. Experience means work experience.

## **Article VII**

### **WORK SCHEDULE**

7.0 A work day during the school year (from the opening of school to the close of school) shall be as follows:

Dismus Middle School and High School  
8 Hours

Elementary Schools and Central Office  
8 Hours

(All hours are inclusive of a one (1) hour duty -free lunch period.)

7.1 A work day during the summer months (beginning with the first day after the close of school for teachers and ending with the last day prior to the opening of school for teachers) shall be 7 hours inclusive of a one (1) hour, duty-free lunch period.

7.2 All secretarial/office employees shall be allowed a relief period in both the morning and afternoon whenever it is possible to arrange with their immediate supervisor.

7.3 All secretarial/office employees are employed for 52 calendar weeks. The work year of the 52 week employee is from July 1<sup>st</sup> through June 30<sup>th</sup>.

7.4 Overtime payments will be paid on the following basis:

Weekdays	Up to 40 hours 1 x basic hourly rate
Weekdays	After 40 hours 1 ½ x basic hourly rate
Saturdays	1 ½ x basic hourly rate
Sundays	2 x basic hourly rate
Holidays (Only for office holidays listed in Appendix C)	2 x basic hourly rate

### **Article VIII**

#### **TRANSFERS, REASSIGNMENTS, VACANCIES AND NEW POSITIONS**

8.0 The ETA and the Board agree that transfer of employees from one position to another may be disturbing to the individual involved; however, it is sometimes necessary to transfer a member of the bargaining unit to another position in order to continue to serve the educational needs of the children of the School District of the City of Englewood. In all such transfers, this matter will be discussed by the immediate supervisor and the employee.

8.01 The School Board will relocate employees at their request when:

- 1) there is a vacancy;
- 2) it is determined by the immediate supervisor that the individual requesting the transfer has the necessary skills and abilities to perform the work at the new position;
- 3) it is in the best interest of the Englewood Public Schools.

8.1 The Board of Education agrees to notify all members of the EESA of a secretarial opening at least ten (10) days prior to a closing date for application.

8.11 Employees interested in consideration for a vacancy must make written application for the position not later than the specified closing date.

8.2 When an employee is transferred from one class to a higher class, said employee shall be placed on the same step in the new class and receive the salary indicated for that step.

8.3 In the filling of any position covered by the terms of this Agreement, first priority shall be given to currently employed bargaining unit members who have the necessary qualifications for the position to be filled.

## **Article IX**

### **FAIR DISMISSAL PROCEDURES**

#### 9.0 Notification of Status

On or before May 15<sup>th</sup> of each year, the Board shall give to each non-tenured employee continuously employed since the preceding September 30<sup>th</sup> either:

9.01 A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the ETA.

9.02 A written notice that such employment shall not be offered.

#### 9.1 Reasons

Any non-tenured employee who receives a notice of non-employment may, with ten (10) working days thereafter, in writing, request a statement of reasons for such non-employment from the Superintendent, which statement shall be given to the employee within ten (10) working days after receipt of such request.

#### 9.2 Hearing

Any non-tenured employee who has received such notice of non-employment and statement of reasons shall be entitled to a hearing before the Board, provided a written request for the hearing is received in the office of the Secretary of the Board within ten (10) working days after the receipt by the employee of the statement of reasons.

#### 9.3 Board Determination

The Board shall issue its written determination as to the employment or non-employment of said non-tenured employee for the next succeeding school year within ten (10) working days after the completion of the hearing. Said proceedings shall be completed and the Board's determination presented to the employee no later than June 15<sup>th</sup>.

#### 9.4 Failure to Comply

Should the Board fail to give a non-tenured employee either an offer of contract for employment for the next succeeding year or a notice that such employment shall not be offered and upon request by the employee to the Superintendent, a statement of reasons and a hearing, and in the event of such hearing shall fail to make and serve a copy of the determination, all within the time and in the manner provided by this Article, the Board shall be deemed to have offered to that employee continued employment for the next succeeding school year and upon the terms and conditions of employment as may be required by law or agreement between the Board and the ETA.

#### 9.5 Notification of Intention to Return

If the employee desires to accept such employment, she shall notify the Board of such acceptance in writing, on or before June 1<sup>st</sup>, in which event such employment shall continue as provided for herein. In default of such notice the Board shall not be required to continue the employment of the employee.

9.6 Any non-tenured employee who receives a notice at any time that his employment shall be terminated shall be entitled to a statement of reasons, a hearing, and all other procedural steps set forth in this Article.

9.7 At the employee's option, an ETA representative may be present at all hearings provided for in this Article.

### **Article X**

#### **SICK LEAVE**

10.0 All full-time, twelve (12) month employees shall be entitled to twelve (12) days sick leave each year as of the first official day of said contract year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year in accordance with N.J.S.E.A. 18A:30-7.

10.1 Employees shall be given a written accounting of accumulated sick leave days no later than September 30<sup>th</sup> of each contract year.

10.2 The case of any employee whose absence due to illness extends beyond the limits designated in this Article may be brought to the Board of Education by the Superintendent for special consideration.

10.3 In cases of sick leave extensions as requested under this section, the Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education.

10.4 Payment for sick leave for service connected disability shall be in compliance with N.J.S.E.A. 18A:30-2.1.

#### 10.5 Retirement

10.5.1 For the school year commencing July 1, 2001 through June 30, 2002, the Board shall grant, upon 60 days prior written notice of retirement, an additional salary increment for the last year of employment equal to \$3,500. To be eligible for such increment, the individual employee must have been continuously employed in the Englewood Schools for the ten (10) years immediately preceding retirement and shall have accumulated sick leave days of no fewer than thirty (30).

10.5.2 For the period of July 1, 1999 through June 30, 2001, the District shall grant an additional payment, as set forth below, pursuant to the conditions contained herein. To be eligible for this payment, secretary/office personnel must have twenty-five (25) years

of service, which must include ten (10) years of service in the District and must have at least seventy-five (75) accumulated sick days in the bank as of either July 1, 1999 or July

1,2002 (the start of the retirement year). Secretary/office personnel shall be entitled if retiring at the end of 1999-2000 or 2000-2001 school year to the following payment: 75-99 days as of July 1, 1999 or July 1, 2000 (beginning of whichever school year retirement shall occur)--\$6,000; 100-124 days as of July 1, 1999 or July 1, 2000 (beginning of whichever school year retirement shall occur)--\$8,000; and, 125+ days as of July 1, 1999 or July 1, 2000 (beginning of whichever school year retirement shall occur)--\$10,000. If the secretary/office personnel agrees to retire no later than June 30, 2000 or June 30, 2001, they shall be entitled to payment by the District for accumulated sick leave in one of the amounts above, provided in addition to the conditions above that: (1) no more than fifteen (15) sick days may be used in the last year of service, except in the case of a documented extraordinary circumstances(s); and, (2) that the secretary/office personnel will not receive the amount listed above until he/she deposits a payment check from the New Jersey Teachers Pension and Annuity Fund (TPAF) or New Jersey Public Employees Retirement System (PERS), whichever is applicable, signifying activation of the retirement and provides the District with documentation of said deposit. This paragraph shall remain in effect until June 30, 2001; after that, the original 10.5.1 shall go back into effect. It shall be the responsibility of the affected secretary/office personnel to advise the District prior to retirement whether he/she wants the check paid in a lump sum or over a period of time.

## **Article XI**

### **PERSONAL LEAVE**

11.0 The Board and ETA recognize that personal emergencies arise from time to time which, by their very nature, interfere with or render impossible a secretary's attendance to her responsibilities. Because of the burden that emergencies place on both the individual secretary and the school system, the Board in the past has established the concept of temporary leaves of absence for emergencies which cannot be anticipated or handled during off hours, weekends or school holidays and has attempted to insure the availability of skilled substitutes to minimize the effect of a regular secretary's absence during an emergency. The Board and ETA recognize, however, that the detrimental effect of a regular secretary's absence from her regular duties can never be completely eliminated, regardless of the degree of competence of the substitutes provided. Accordingly, they agree that every effort should be made to keep such absences to a minimum.

11.1 Requests for personal leave shall be submitted at least forty-eight (48) hours in advance of the date of such leave whenever possible; provided, however, that the Superintendent of Schools shall have the right to waive the forty-eight (48) hour requirement in case of emergencies. Applications should be made by the secretary, or a person designated by her, on forms obtainable in her supervisor's office.

11.2 Leave with pay for days set forth in Sections D, E and F of this Article shall not be cumulative for use in subsequent years.

11.3 An allowance of up to five (5) days of leave during a school year shall be granted in connection with a death in the immediate family (as defined herein) of a secretary. Immediate family is defined as: Wife, Husband, Son, Daughter, Mother, Father, Sister, Brother,

Grandmother, Grandfather, Grandchildren, Son-in-Law, Daughter-in-Law, Mother-in-Law or Father-in-Law.

11.4 A cumulative allowance of up to four (4) days of leave during a school year shall be granted for the following reasons. Not more than two (2) consecutive days shall be granted for any leave taken pursuant to categories 2,4 and 6 below:

- 1) Legal Business
- 2) Graduation of a child from high school or higher educational institution
- 3) Serious illness of a member of the immediate family (as defined) of a secretary
- 4) Death of a friend or relative (not within the definition of immediate family)
- 5) Observance of a religious holiday
- 6) Moving of residence

11.5 A cumulative allowance of up to one (1) day of leave during a school year shall be granted for a personal problem other than those listed in Section 11.4. In any such instance, the secretary involved shall give notice to her immediate superior as soon as possible. Such request for personal leave shall not be granted on days preceding or following a school holiday except if the Superintendent determines that such reasons are valid.

## **Article XII**

### **EXTENDED LEAVES OF ABSENCE**

12.0 Extended leaves of absence without pay may be granted by the Board upon request for good reason.

12.1 Application for the extended leave shall be made as far in advance as possible.

12.2 Upon returning from leave granted under section 12.0 of this Article, an employee shall be considered as though he were actively employed by the Board during the leave and shall be placed in the salary schedule at the level she would have achieved if she had not been absent.

12.3 Extended leaves of absence without pay may be granted by the Board for the case of a sick member of the employee's immediate family. Applications for such leaves shall be made with as much advance notice as possible.

12.4 Maternity leave shall be granted subject to the following conditions:

12.41 An employee shall notify the Superintendent of her pregnancy in writing, as far in advance of the requested commencement date of the leave as possible and upon request of the Board the employee shall supply a physician's certificate stating expected date of delivery.

12.42 Exact dates of the leave shall be arranged, if possible, to be of least disruption to the operation of the school system.

12.43 Following the grant of such leaves to an employee, the date of return of the employee shall be further extended in the discretion of the Board for a reasonable period of time at the employee's request for reasons associated with pregnancy or birth.

12.5 The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained unless the Board, in its own discretion, agrees to an extension of said leave.

12.51 Nothing contained herein shall require the Board to offer a contract for a new school year to any non-tenured employee who would not have been offered such a contract in the absence of a maternity leave.

12.6 If a tenured employee wishes to return to work after the close of the school year, she may do so in the first, second or third September following the school year in which she left, provided she gives the Board four (4) months prior notice.

12.61 No employee shall be barred from returning to work after the birth of her child solely on the grounds that there has not been a time lapse between that birth and her desired date of return provided she supplies a physician's certificate attesting to her ability to perform her secretarial duties as requested by the Board.

12.7 No employee shall be removed from her duties during pregnancy, except upon one of the following bases:

- a) That her performance has noticeably declined.
- b) The employee is found to be medically unable to continue her duties by her own physician and the Board's physician, or where these physicians disagree, by a third physician jointly selected by the Board and the employee, whose opinion on medical capacity shall be final and binding.
- c) Any other just cause.

12.8 An employee adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements of adoption.

12.9 All benefits to which an employee was entitled at the time a leave of absence commenced under this Article, including unused accumulated sick leave, shall be restored upon return.

### **Article XIII**

### **INSURANCE PROTECTION**

13.0 The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each employee while actively employed or on leave and in cases where appropriate, for family-plan insurance coverage.

13.1 The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing July 1<sup>st</sup> and ending June 30<sup>th</sup>; when necessary, premiums on behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.

13.2 The health insurance carrier shall be the New Jersey State Health Benefits Insurance Plan and the carrier shall not be changed except by mutual agreement of the ETA and the Board.

13.3 The Board shall make full payment for the dental insurance coverage provided under program III-B of the N.J. Dental Service Plan (DELTA) and the carrier shall not be changed except by mutual agreement of the ETA and the Board.

13.5 The Board shall provide to each employee a description of the conditions and limits of coverage as listed above.

13.6 Any employee on leave who desires a change in insurance coverage may request such change and pay for the additional cost of such change during the time that said leave is in effect.

13.7 If a newly hired employee already has insurance coverage, or if said employee secures comparable insurance with a company, the Board agrees to reimburse the employee up to the premium of the State Plan for comparable coverage until insured under the State Plan provided by the Board.

13.8 Only employees entitled to benefits under the New Jersey State Health Benefits Insurance Plan will benefit from any of the provisions of this Article.

#### **Article XIV**

#### **DEDUCTIONS FROM SALARY**

14.0 The Board agrees to deduct from the salaries of its employees dues for the Englewood Educational Secretaries Association, the Bergen County Education Association, the Bergen County Education Association, and the New Jersey Education Association as said employees individually and voluntarily in compliance with Chapter 233, New Jersey Public Law of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Englewood Secretaries Association by the 15<sup>th</sup> of each month following the monthly pay period in which deductions were made. The person shall disburse such monies to the appropriate association.

14.1 Employees desiring payroll deduction of organization dues should submit a signed and dated authorization statement to the Secretary of the Board of Education setting forth the following information:

- a) Name of employee
- b) Social Security number
- c) School district name (Englewood)

- d) School building
- e) Organization choice (s)
- f) Total amount to be deducted for the fiscal school year

In addition, the authorization statement should contain the following information:

I hereby request and authorize the Disbursing Officer of the above school district to deduct from my earnings until notified of termination an amount required for current year membership dues and such amounts as may be required for dues in each subsequent year, all as certified by said organization; such amounts to be paid to such person as may from time to time be designated by the Englewood Educational Secretaries Association. This authorization may be terminated only by prior written notice from me effective January 1<sup>st</sup> or July 1<sup>st</sup> of any year. Upon termination of employment the Disbursing Officer shall deduct any remaining amount due for the current school year. I waive all rights and claims for monies so deducted and transmitted and relieve the Board of Education and its officers from any liability therefore. I designate the Englewood Educational Secretaries Association to receive dues and distribute them according to the organization(s) indicated.

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

14.3 Additional authorization for dues deduction may be received at any time under rules and regulations established by the New Jersey State Department of Education.

14.4 Any written authorization may be withdrawn at any time by the filing of a notice of such withdrawal with the Disbursing Officer. The filing of notice of withdrawal shall be effective to halt deductions as of the January 1<sup>st</sup> or July 1<sup>st</sup> next succeeding the date of which notice of withdrawal is filed.

14.5 Each employee may individually elect to have up to ten (10%) percent of her salary deducted from her paychecks and deposited within ten (10) days from the date of the pay period to:

1. Paragon Teachers Federal Credit Union  
370 Pascack Road  
Washington Township, NJ 07675
2. Northern Valley-Englewood Savings & Loan Association  
70 Engle Street  
Englewood, NJ 07631
3. Any other institution which the parties hereto mutually agree to in substitution thereof.

## **EMPLOYEE IMPROVEMENT**

15.0 In an attempt to provide the most efficient and economical work force possible, the Board agrees:

15.1 To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, training sessions, or other such sessions approved by the Superintendent which an employee is required by the administration to take. Said employee shall also be

compensated for all time spent in actual attendance at said sessions beyond his regular working day at his regular rate.

15.2 To cooperate with the ETA in arranging in-service courses, workshops and programs designed to improve the quality of work performed by its employees. In-service programs shall be conducted during the normal workday when possible. All such programs conducted after the normal workday or during normal non-working time shall be compensated for at the employee's regular rate.

15.3 To pay fifty (50%) percent of the cost of tuition for any job-related courses taken voluntarily and approved by the Superintendent. It shall be understood that the maximum number of credits which may be taken under this provision shall be limited to six credits per semester.

15.31 Applicants shall submit the following three (3) documents to the Office of the Superintendent after the completion of these courses:

1. A transcript or letter from the institution verifying completion of the course.
2. A receipt, or other official record, verifying payment of the tuition fee.
3. A completed purchase order titled "Professional Development Program" which may be secured from the school principal. This must be signed by the secretary at the bottom of page 2 (voucher) and at the bottom of the pink page of the purchase order.

Application for reimbursement must be submitted no later than one (1) calendar year from that date in which the course has been successfully completed.

15.32 Any personnel having taken twelve (12) or more credits while in the employ of the District must commit to two (2) years of service in the District after having completed said number of credits or reimburse the District for all tuition expended by the District on said personnel except under exigent circumstances.

## **Article XVI**

### **VACATIONS AND HOLIDAYS**

16.0 Vacations will be granted by the Board at such times during the year as are suitable considering both the wishes of the employee and efficiency of the operation of the department concerned.

16.01 Vacations will be granted to employees by the Board as indicated by the following schedule:

From date of hire to one year:	Pro-rated on the basis of one (1) day for each completed month of service
One year to less than five years:	12 days
Five years to less than ten years:	15 days
Ten years or more:	20 days

(Days are defined as working days.)

16.02 On July 1<sup>st</sup> of each school year, vacations will be granted for service performed during the preceding school year. All vacation time so granted must be used during the following school year and cannot be carried over into the succeeding year.

16.03 Vacations may be split into one or more weeks, or one (1) day at a time, providing such scheduling does not interfere with the operation of the department concerned.

16.04 When a holiday is observed by the Board during a scheduled vacation, the vacation will be extended one (1) day continuous with the vacation.

16.05 Illness incurred during a vacation will not be charged to sick leave but to vacation time. Unusual circumstances may be reviewed by the Superintendent of Schools.

16.06 Extension of the time beyond the entitled vacation period must be requested in advance, recommended by the immediate supervisor and approved by the Superintendent of Schools and shall be taken at the individual's own expense, and shall not be drawn from personal business, vacation, sick leave, or any other paid leave time.

16.07 If a regular payday falls during an employee's vacation, she will receive that check in advance upon three weeks' written notice before going on vacation.

16.1 Holidays for each year are listed in Appendix C attached. There shall be no fewer than fifteen (15) holidays for each year of this Agreement.

16.2 The day before Thanksgiving shall be a half-day (4 hour) session for all secretaries and office personnel.

## **Article XVII**

### **BOARD RIGHTS**

17.0 The Board and the ETA agree that, unless otherwise provided in this Agreement and under the provisions of applicable laws, 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 rests with the Board of Education. Among these rights are the Board's standards of selection for employment, job classifications, and to maintain the efficiency of its operations.

## **Article XVIII**

### **MISCELLANEOUS PROVISIONS**

18.0 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.

18.1 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.

18.2 Any individual contract between the Board and an individual employee 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.

18.3 Copies of this Agreement shall be provided at the expense of the board within thirty (30) days after the Agreement is signed and presented to all secretarial and clerical office personnel now employed, hereafter employed, or considered for employment by the Board.

18.4 This Agreement shall not be modified or amended except by the mutual agreement of the parties, reduced to writing signed and adopted by the Board.

18.5 The Board and the ETA agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees on the basis of race, creed, color, religion, national origin, sex, age or marital status.

18.6 SAVINGS CLAUSE – Except as this Agreement shall otherwise provide all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations 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. It shall be understood that as soon as the Englewood Teachers' Association agrees to remove the Savings Clause from its Agreement, the Savings Clause herein shall be simultaneously removed from the Secretaries Agreement.

18.7 Whenever any notice is required to be given by either of the parties to this Agreement to the other, it shall be sent to the following:

1. if by the ETA to the President of the Board of Education
2. if by the Board to the President of the ETA

18.8 During those times when there are no children in school, the employer will make every effort to assign custodians to the same work area as the secretaries to insure their safety and protection.

## **Article XIX**

### **AGENCY SHOP**

19.0 Purpose of Fee – If a secretary/office personnel does not become a member of the Englewood Education Secretaries Association during any membership year (i.e., from September 1<sup>st</sup> to the following August 31<sup>st</sup>) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Englewood Educational Secretaries Association for that membership year to offset the costs of service rendered by the Englewood Educational Secretaries Association as majority representative.

19.1 Amount of Fee – Prior to the beginning of each membership year the Englewood Educational Secretaries Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Englewood Educational Secretaries Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

19.2 Deduction and Transmission of Fee – The Board agrees to deduct from the salary of any secretary/office personnel who is not a member of the Englewood Educational Secretaries Association for the current membership year the full amount of the representation fee set forth above and promptly will transmit the amount so deducted to the Englewood Educational Secretaries Association.

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

19.3 Termination of Employment – If a secretary/office personnel who is required to pay a representation fee terminates his or her employment with the Board before the Englewood Educational Secretaries 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 secretary/office personnel during the membership year in question and promptly forward same to the Englewood Educational Secretaries Association.

19.4 Mechanics – Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Englewood Educational

Secretaries Association will as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Englewood Educational Secretaries Association.

## **Article XX**

### **SENIORITY PROVISIONS**

20.0 In the event unit members must be laid off, said layoff will be made on the basis of district-wide seniority, insofar as the employee(s) making the seniority claim possesses the necessary job skills and qualifications to perform in the position being claimed. Seniority shall be defined as continuous employment time in the Englewood Public School System.

20.1 Any affected employee who bumps into a lesser salary classification shall retain her previously held salary in the higher classification until the salary guide step in the lesser classification surpasses the salary she was earning in the previously held higher classification. In no event shall the salary paid to an employee in a lesser classification be higher than the salary paid on the same step in a higher classification.

20.2 In the event a vacancy occurs, laid-off employees shall be entitled to recall in order of seniority so long as the employee making the recall claim possesses the skills and qualifications to fill the vacant position.

20.3 No new bargaining unit member may be hired while unit members who meet job skill and qualification requirements are still on layoff.

20.4 When unit members are recalled to work, they shall be restored to the appropriate step of the salary scale receiving credit for all time served in Englewood. All accumulated sick leave time and all other benefits said employee has at time of layoff shall be restored in their entirety upon the return of the employee.

20.5 Seniority shall not be accumulated during the period of layoff or approved leave of absence. Upon recall or return from approved leave of absence, employees shall have their accumulated seniority to the date of layoff or commencement of approved leave of absence.

**Article XXI**

**DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 2002. If this Agreement expires, it is expressly understood that all provisions and benefits contained herein shall remain in force until a new agreement is agreed upon and signed by the parties.

It is further understood that all provisions and benefits contained herein shall be retroactive to July 1, 2002, except as noted herein.

**BOARD OF EDUCATION  
OF THE SCHOOL DISTRICT  
OF THE CITY OF ENGLEWOOD**

WITNESS:

\_\_\_\_\_ By: \_\_\_\_\_  
Lazaro Carvajal, President

\_\_\_\_\_ By: \_\_\_\_\_  
Robert Aloia,  
Board Secretary/Business

Administrator

**ENGLEWOOD EDUCATIONAL SECRETARIES ASSOCIATION**

WITNESS:

\_\_\_\_\_ By: \_\_\_\_\_  
Debra Zarate, President

\_\_\_\_\_ By: \_\_\_\_\_  
Jacqueline Knight, Vice President

SIDEBAR AGREEMENT

MEMORANDUM OF UNDERSTANDING DATED JUNE 14, 2002, BETWEEN THE BOARD OF EDUCATION OF THE CITY OF ENGLEWOOD AND THE ENGLEWOOD EDUCATIONAL SECRETARIES ASSOCIATION REGARDING THE 2002-2005 TERMS AND CONDITIONS OF EMPLOYMENT.

The parties have mutually agreed to modify the 2002-2005 Agreement of Terms and Conditions of Employment between the Board of Education of the City of Englewood and the Englewood Educational Secretaries Association regarding Article VI, Employee Compensation. Effective July 1, 2002, a secretary assigned full-time to one of the following administrators shall receive the following additional increments that a secretary may be granted during the course of his/her aggregate employment is two increments. This provision shall not apply if the administrator is in an "acting" position.

For example: If a regular secretary becomes secretary to an Assistant Principal, she/he shall receive one additional increment above his/her regular increment. If a secretary to an Assistant Principal or building Supervisor who has already received one additional increment, becomes secretary to a Principal or Director, she/he will receive one additional increment.

- |    |  |                           |
|----|--|---------------------------|
| A. | Assistant Principal or building-level Supervisor | one additional increment  |
| B. | Principal, Director or Manager                   | two additional increments |

In addition, the parties have mutually agreed to further modify the 2002-2005 Agreement of Terms and Conditions of Employment between the Board of Education of the City of Englewood and the Englewood Educational Secretaries Association regarding Article VII, Work Schedule. Effective July 1, 2002, a secretary, through mutual agreement, may be assigned an extended day/atypical schedule (compensation will be pensionable at \$4,200 per annum) who meet the following criteria:

- 1) Administration shall determine the need for an extended day schedule.
- 2) The time adjustment deviates from the daily hours (8:00 am – 4:00 pm by a minimum of one hour (i.e., 7:45 am – 4:45 pm).

\_\_\_\_\_  
Debra Zarate  
President, Englewood Educational Secretaries Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jacqueline Knight  
Vice President, Englewood Educational Secretaries Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
John Grieco, Ed.D.  
Superintendent of Schools

\_\_\_\_\_  
Date

SIDEBAR AGREEMENT

MEMORANDUM OF UNDERSTANDING DATED JULY 17, 2002, BETWEEN THE  
BOARD OF EDUCATION OF THE CITY OF ENGLEWOOD AND THE  
ENGLEWOOD EDUCATIONAL SECRETARIES ASSOCIATION REGARDING THE  
2002-2005 TERMS AND CONDITIONS OF EMPLOYMENT.

The parties have mutually agreed to modify the 2002-2005 Agreement of Terms and Conditions of Employment between the Board of Education of the City of Englewood and the Englewood Educational Secretaries Association regarding Article XV, Employee Improvement.

It is agreed that one achievement/incentive bonus of \$300 per year will be paid to the secretary who takes a course of seminar jointly agreed upon by the administration and the employee. To be eligible for the bonus, the staff member must pass a measurable skill level test administered by the district and/or receive a certificate of completion at the end of the course or seminar. This payment shall be a non-salary, single payment which shall be non-cumulative in subsequent school years.

\_\_\_\_\_  
Debra Zarate  
President, Englewood Educational Secretaries Association

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jacqueline Knight

\_\_\_\_\_  
Date

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John Grieco, Ed.D.  
Superintendent of Schools

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Date

**ENGLEWOOD PUBLIC SCHOOLS  
SECRETARIAL SALARY GUIDE  
2002-2005**

<b>STEP</b>	<b>2002-03</b>	<b>2003-2004</b>	<b>2004-05</b>
1	\$22,260	\$23,596	\$25,129
2	\$23,538	\$24,951	\$26,448
3	\$24,893	\$26,387	\$27,970
4	\$26,324	\$27,903	\$29,578
5	\$27,838	\$29,508	\$31,278
6	\$29,439	\$31,206	\$33,078
7	\$31,131	\$32,999	\$34,979
8	\$32,921	\$34,897	\$36,991
9	\$34,485	\$36,209	\$38,020
10	\$36,470	\$38,293	\$40,208
11	\$38,567	\$40,495	\$42,520
12	\$40,783	\$42,822	\$44,963
13	\$43,633	\$45,814	\$48,105
Supplemental*	\$47,936	\$50,332	\$52,849

\*Only those secretaries that were at maximum during the 1995-96 school year shall receive the supplemental payment step.