

1392

A G R E E M E N T

BETWEEN THE

CALDWELL-WEST CALDWELL EDUCATIONAL  
SECRETARIES ASSOCIATION

AND THE

CALDWELL-WEST CALDWELL  
BOARD OF EDUCATION

FOR THE SCHOOL YEARS

1995 - 1996

1996 - 1997

1997 - 1998

**AGREEMENT**  
**BETWEEN**  
**CALDWELL-WEST CALDWELL EDUCATIONAL SECRETARIES ASSOCIATION**  
**AND**  
**CALDWELL-WEST CALDWELL BOARD OF EDUCATION**

**PREAMBLE**

**THIS AGREEMENT** is made and entered into this eleventh day of January, 1996, by and between the

**BOARD OF EDUCATION CALDWELL-WEST CALDWELL**, County of Essex, New Jersey, hereinafter referred to as the "Board", and

**THE CALDWELL-WEST CALDWELL EDUCATIONAL SECRETARIES ASSOCIATION**, CALDWELL, affiliated with the New Jersey Education Association and hereinafter referred to as the "Association".

WHEREAS, pursuant to the requirements of the New Jersey Employer-Employee Relations Act (N.J.S.A.34:13A), agreements reached between public employees and the majority representative of an appropriate unit shall be embodied in writing and signed by authorized representatives; and

WHEREAS, agreement has been reached between the Board and the Association, the Association being the recognized majority representative of the unit of the Board's employees consisting of secretarial and clerical personnel;

NOW THEREFORE, it is mutually agreed between the Board and the Association as follows:

ARTICLE I

RECOGNITION

- A. The Board recognizes the Association as the sole and exclusive representative for collective negotiations with respect to terms and conditions of employment of secretarial and clerical personnel under contract for full-time or regularly scheduled part-time employment on ten or twelve month basis but limited to:

SECRETARY I  
SECRETARY II  
LIBRARY/CLERICAL ASSISTANTS

Excluded from the bargaining unit are secretaries in the Superintendent's office, the Assistant Superintendent's office, the Board Secretary's office, confidential secretaries, and temporary or part-time secretaries not contracted for regularly scheduled employment.

- B. The Parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A. Negotiations shall begin at a mutually agreeable date, but not later than April 15th of the year in which the contract expires. Any Agreement so negotiated shall apply to all members of the bargaining unit, be reduced to writing, and be signed by the Board and the Association.
- C. This Agreement shall be binding upon the Parties heretofore and their successors.
- D. There shall be no discrimination by either Party for any reason including membership or lack of membership in the Association, age, sex, race, creed, religion, color, or national origin.

ARTICLE II

GRIEVANCE AND ARBITRATION PROCEDURE

- A. Definition

A "grievance" is an appeal by a secretary/clerk upon the interpretation, application or violation of policies, agreements or administrative decisions affecting that secretary/clerk.

The association may file a class action grievance as soon as the grievance is signed by at least one of the offended parties on behalf of the group or class.

Grievances pertaining to Association rights may be initiated by a representative of the Association.

A secretary/clerk shall have the right to present his/her own appeal or to designate another person or representative of his/her own choosing to appear with him/her at any step in his/her appeal. When a secretary/clerk is not represented by the Association, the Association shall have the right to be present at the Board of Education hearing and to state its views.

#### 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 the terms and conditions of employment of secretaries/clerks. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

Nothing herein contained shall be construed as limiting the right of any secretary/clerk having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

#### C. Procedure

1. The secretary/clerk shall appeal in writing using grievance forms within ten (10) school days of the alleged grievance, or within ten (10) school days of his/her knowledge of the alleged grievance, in sequence to the Supervisor where applicable, Principal, and Superintendent of Schools. The secretary/clerk shall inform the Association at any step. A copy of the written grievance and responses shall be forwarded to the Association at each step of the grievance procedure.
2. The secretary's/clerk's request to the Board of Education for a hearing shall be submitted in writing through the designated representative(s) of the Association to the Superintendent of Schools and shall include a statement of the nature of the appeal and a detailed account of all the facts upon which the appeal is based.
3. There shall be a period of not more than ten (10) school days in each appeal sequence as outlined above. The number of days may be extended by mutual agreement.
4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be a waiver of further appeal of the decision.

5. Any and all secretary/clerk grievants shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
- D. When the case is heard by the Board of Education, an opportunity shall be given to present any relevant and material evidence and a full discussion shall take place. The Board of Education shall at said hearing, or by independent investigation seek to secure all evidence pertinent to the appeal. Copies of the said proceedings shall be distributed to the secretary/clerk and his/her representatives. The Board of Education will forward through the Superintendent of Schools, a written response to the secretary/clerk within ten (10) school days following the hearing.
- E. Should both the Board and the Association be willing, appeals to the Board made in accordance with this procedure may be presented to a neutral party agreeable to both parties for purposes of attempting to obtain settlement by the parties.

Decision or recommendations made by the neutral party shall not be binding on either the Board or the Association. The fees and expenses of this neutral party will be shared equally by the Board and the Association.

### ARTICLE III

#### EMPLOYEE RIGHTS

- A. Whenever any employee is required to appear before the Board of Education or any committee of the Board concerning any matter which could adversely affect the continuation of that employee in his or her position or employment, that employee shall be given prior written notice of the reasons for such meeting and interview and shall be entitled to have a representative of the Association present to advise and represent him or her during such meeting or interview.

### ARTICLE IV

#### ASSOCIATION RIGHTS

- A. When any officer, representative of the Association, or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.
- B. The Board recognizes the right of the Association to designate

officers and representatives of the Association on matters arising under this Agreement to the extent permitted therein. The Association shall advise the Board as to the identity of the officers.

#### ARTICLE V

#### MANAGEMENT RIGHTS

Nothing in this agreement shall be construed to diminish or remove from the Board the authority vested in it by the New Jersey Statutes Title 18A.

#### ARTICLE VI

#### HEALTH BENEFITS

Unit members who are regularly employed under ten-month or twelve-month contract to work twenty (20) or more hours per week shall receive the following health benefits:

- A. Full coverage for medical-surgical, major medical, and Rider J, health insurance or its equivalent, as provided by the Board is to be in effect for educational secretaries unit employees at Board of Education expense for the term of this Agreement.
- B. Dental Insurance Coverage will be full family coverage for 100% Preventive and Diagnostic Plan for the term of this Agreement.

#### ARTICLE VII

#### VACATION ALLOWANCES

- A. Secretarial/Clerical (10 Month Employees - September 1 to June 30) Ten-month employees will be granted vacations with full pay on all days when the schools are not in session for pupils, from the first to the last day of recorded attendance with the exception of the scheduled district-wide Staff Development Day which is a full work day. If additional district-wide Staff Development Days are added to the school calendar, these days will be full work days except when such days are scheduled on existing vacation days. Ten-month employees will work on all work-days in September before, and in June after, the first and last days of recorded pupil attendance, respectively.
- B. Secretarial/Clerical (12 Month Employees) After one full year's service, July 1 to June 30 of the succeeding year, a full-time employee will be entitled to four weeks vacation with pay. Up to three weeks vacation, but no less than two weeks vacation, should

be scheduled by mutual agreement between the supervisor and the secretary, during the period designated by the Superintendent, usually the month of July and the first two weeks in August. The balance should be taken during the school year when schools are not in session. Full time employees with part of the year service will be allowed that proportion calculated on the basis of 1 and 2/3 days per month to which their employment prior to July 1 entitles them. An employee whose services are terminated by the employer prior to June 30 will be entitled to severance pay for that proportion of the vacation that has been earned. There will be no carry-over of vacation days from year to year and, if not taken, they are lost. Vacation days taken in excess of the prescribed proportionate allowances will be charged against the employee if he/she terminates his/her services of his/her own volition.

Vacation periods must be scheduled so that they will cause the least practical interruption in the work program. As a general rule, vacation priorities will be granted on the basis of seniority. Deviations in the above listed vacation schedules, but not in the number of days allowed, may occur by prior agreement between the Superintendent's office and employees.

- C. Changing from a 10-month to 12-month Position When a member of the Caldwell-West Caldwell Educational Secretaries Association changes his/her position from a 10-month position to a 12-month position, he/she shall be entitled to an additional 10 days of paid vacation during the months of September to June inclusive on days when the schools are not in session, with the approval of his/her immediate supervisor.

## ARTICLE VIII

### ABSENCES

- A. Personal Illness and Personal Business Day Full-time ten-month employees shall be allowed 12 days absence and full-time twelve-month employees shall be allowed 14 days absence in any school year for personal illness without deduction of pay. Less-than-full-time Unit employees shall be entitled to pro-rated personal illness days. The number of unused days in any year shall accumulate from year to year, so long as employment is continuous.

Prior to September 30 of each contract year, employees shall be given a written accounting of accumulated unused sick leave days.

Upon request filed in advance (emergencies excepted) a maximum of two (2) days in a year of unused sick leave entitlement may be granted by the Superintendent or Secretary/Business Administrator according to the responsibility of employee, without deduction of pay, for personal matters that are of such pressing and immediate

importance that they cannot be postponed or performed after employment hours.

The Superintendent of Schools or Secretary/Business Administrator may request certification by a properly licensed doctor for consecutive illness if absence exceeds five days or more.

B. Maternity/Child Care Leave

1. An employee shall be granted sick leave for the period of disability associated with pregnancy and birth in accordance with the terms of the Federal Family and Medical Leave and the State Family Leave Acts. The employee shall be entitled to her annual and accumulated sick leave, with pay, during the period of absence due to her actual disability.
2. When an employee becomes aware of her pregnancy, she shall notify the Superintendent through the Board Secretary-Business Manager, indicating the tentative birth date. Arrangements will then be made for the employee's leave of absence.

A maternity leave of absence shall begin and be for a period of time designated by the Superintendent of Schools in consultation with the employee and with the written approval of the employee's physician.

An employee who has been granted a maternity leave shall, before she is permitted to return to active duty, undergo examination by a physician of her choice certifying that she is able to perform her duties in a proper manner, which certification shall be forwarded to the Board of Education physician for review. Following any difference of medical opinion between the Board physician and the employee's physician, the two physicians shall mutually select a third physician, who shall review and decide the matter.

In the event of a miscarriage, still birth, or other unfortunate event, the employee shall have the right to return to work. If the employee on leave has been replaced by a person under contract, 60 days notice must be given to the Board of Education.

3. Maternity/Child Care Leave shall be granted for a period of up to the end of the contract year in which the child was born. An additional year shall be granted upon the request of a tenured employee.
4. Anyone who accepts Maternity/Child Care leave in any given year is given credit on the salary guide for a full year upon returning to the District, provided that person has completed more than 50% of the work days in the year in which the leave was taken.



5. Any employee adopting a pre-school age child shall receive similar child care leave which shall commence upon receiving de facto custody of the child or earlier, if necessary, to fulfill the requirements for the adoption.
  6. Paternity Leave - A male employee shall be granted one day's absence with pay at the time his wife gives birth to a child or a child is adopted.
- C. Death in the Immediate Family Absence not to exceed five (5) working days for each instance shall be allowed, without loss of pay, by the Superintendent or Secretary/Business Administrator, according to the responsibility of employee, in case of death in the immediate family. In general, immediate family shall be defined as mother, father, wife, husband, son, daughter, brother, sister, or a member of the employee's household, and such other person as may be a close family relationship to the employee, and is approved by the Superintendent or Secretary/Business Administrator as falling within this category.
- D. Holidays The additional ten days paid vacation that the twelve-month employee is granted from July 1 to June 30, shall not be reduced by the specific days on which schools are closed, such as the day following Thanksgiving or other holidays.

When a legal holiday falls on a Monday during a school vacation, such as Washington's Birthday, all twelve-month employees shall be given the holiday and not be charged a vacation day.

If a legal holiday falls on a Saturday or Sunday, the day before Saturday or the day after Sunday shall be given off and not charged as a vacation day.

#### ARTICLE IX

##### NOTIFICATION OF INTENTION TO RE-EMPLOY

Secretaries/clerks shall be notified in writing of their contract and salary status for the ensuing year no later than May 30.

#### ARTICLE X

##### NOTIFICATION OF POSITION VACANCY

When a vacancy occurs in a secretarial or clerical staff position, notice of vacancy shall be posted in each building. During the summer months the Superintendent or Secretary/Business Administrator will notify the President of the Association of the vacancy. All summer work shall be posted in the same manner.

**ARTICLE XI**

**TRANSFER OF TENURED EMPLOYEE**

Any secretary/clerk employee under tenure, who is transferred or promoted to another position, shall, in the event that the employment in such a new position is terminated, be returned to his/her former position at the salary which he/she would have received had the transfer or promotion not occurred together with any increase to which he/she would have been entitled during the period of such transfer or promotion.

**ARTICLE XII**

**WORKSHOPS**

The Board shall reimburse payment of registration fees and mileage for school secretarial/clerical personnel who attend job-related secretarial/clerical workshops, conferences and seminars during the school year providing attendance is recommended by the Supervisor and prior approval is obtained from the Superintendent of Schools.

Any full time secretary shall be granted permission to attend the annual convention of the New Jersey Education Association in accordance with State law, for a period of not more than two days, upon application to the Superintendent of Schools through his/her building administrator using the established request forms and presenting proof of attendance. The days of the NJEA Convention will remain as scheduled work days for 12 month secretaries.

**ARTICLE XIII**

**IN-SERVICE TRAINING**

- A. The Board will provide a staff development in-service program for all secretaries sometime between September 1 and June 30 of each school year on a day designated by the Superintendent.

**ARTICLE XIV**

**SPECIAL MEETINGS**

- A. Special meetings may be scheduled by the Secretaries Association one-half hour before the latest departing time upon approval by the Superintendent.

## ARTICLE XV

### HOURS OF EMPLOYMENT

- A. The number of hours worked per day, by category, for secretarial/ clerical personnel is as follows: 12 month employees - 7 hours; 10 month employees - 6 1/2 hours; 10 month Library Assistants/Clerks - 6 1/2 hours exclusive, of one hour for lunch.
- B. Hours of employment of incumbent employees in Library Assistant and Clerical Assistant positions on June 30, 1994, shall continue as in 1994-1995 year.

## ARTICLE XVI

### UNUSED ACCUMULATED SICK LEAVE

- A. Employees retiring from the District shall receive reimbursement for unused sick day entitlement earned while in the employ of the Board. Reimbursement of unused sick leave is provided upon activation of pension from the Public Employees Retirement System or Essex County Pension Fund at the rate of forty dollars (\$40.00) per day for fifty-percent (50%) of the accumulated days to a maximum of four thousand (\$4,000) dollars. This shall apply to retirement from active employment in a public school system. Deferred retirement is not eligible. To qualify for payment, employees shall give three months advance notice to the Board, except that this requirement shall be waived in case of certified illness or documented emergency.
- B. In the event an employee who would have otherwise qualified for retirement under the State Pension Plan, and would have received pension benefits, dies while in the employ of the District, the estate of that employee shall be paid the reimbursement amount for unused sick days as determined by the provisions of this Article.

## ARTICLE XVII

### PROFESSIONAL DEVELOPMENT

- A. The Board of Education agrees to reimburse secretarial/clerical personnel for tuition costs at an accredited institution for courses related to the secretary's work and function up to a maximum of six (6) credits per year. The Board will refund the secretary's tuition up to the amount charged per credit by the state colleges of New Jersey (Rutgers University). All courses must be approved by the Superintendent of Schools and must be successfully completed for reimbursement. There shall be no salary increment for completion of courses.

ARTICLE XVIII

REPRESENTATION FEE

- A. The Association and the Board agree that each employee covered by this Agreement retains the right to join the Association or to refrain from joining the Association.
- B. Any employee who does not become a member of the Association in any membership year which is covered in whole or in part by this Agreement shall be required to pay a representation fee to the Association for that membership year. The purpose of said fee shall be to offset the non-member's per capita cost of representation services rendered by the Association.
- C. The Board agrees to deduct from the pay of each employee member of the Association, upon presentation of written authorization for such deduction in a form acceptable to the Board, initiation fees as certified by the Association and, during each calendar month, the amount of monthly Association dues. The Board further agrees to deduct from the pay of each employee required to pay a representation fee (under the conditions of Paragraph B, above) such amounts, each month, to be legally established by the Association for non-Association members of the bargaining Unit. Such representation fee shall not exceed eighty-five percent (85%) of the legal maximum of the regular membership dues, fees and assessments. Deductions made pursuant hereto shall be remitted by the Board to the Association not later than the twenty-fifth (25th) day of each month, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the Association President.
- D. The Association agrees to certify to the Board prior to the start of each year the amount of the representation fee for each class of employee covered by this Agreement. The Association will also certify to the Board that the assessed amounts do not exceed the legal maximum deduction and do not include any amount of dues, fees and assessments that are expended by the association or its affiliates for partisan political or ideological activities or causes that are incidentally related to terms and conditions of employment or applied toward the cost of benefits available only to members of the Association. The Association will also certify to the Board that it has in place a demand and return system to provide for appeal to the Association by non-Association bargaining unit employees of the assessed representation fee.
- E. The Board shall notify the Association of the names, job titles and dates of employment of all new employees who are employed in bargaining unit positions within thirty (30) days of the first effective date of their employment.

- F. The Association shall submit to the Board a list of those bargaining unit employees who are not members of the Association and from whose pay the representation fee deductions are to be made. Following notification, the Board will deduct the representation fee from the paychecks of said employees.
- G. The Association shall indemnify and hold the Board harmless against any and all claims, demand, suits and other forms of liability, including liability for counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the Board in conformance with the provisions of this Article.

#### ARTICLE XIX

##### SAVINGS CLAUSE

- A. It is understood and agreed that if any provision of this Agreement or the application of such provision to any person or circumstance is held to be contrary to law, the remainder of this Agreement or the lawful application of such provision to other persons or circumstance shall not be affected thereby, and shall continue in full force and effect.

#### ARTICLE XX

##### SALARIES

- A. The Salary Schedule for secretarial and clerical personnel is set forth in Schedule A which is attached hereto and made a part hereof.
- B. All increments and guide improvements are based on merit and are to be granted only with the approval of the Board of Education on recommendation of the administration.
- C. Salary rate for ten-month employees who work during summer months:  
  
A ten-month employee who is employed during the months of July and/or August shall be paid at the rate of the contract salary for the ensuing year.
- D. When a member of the Caldwell-West Caldwell Educational Secretaries Association is temporarily assigned to a higher pay position his/her salary shall be adjusted on the same step at the higher level category commencing on the sixth day of employment with retroactive adjustment to the first day.

ARTICLE XXI

DURATION OF AGREEMENT

A. This Agreement shall be effective July 1, 1995, and shall continue in effect through June 30, 1998, as the Parties hereby attest:

FOR THE ASSOCIATION

Doris Fera, Pres.

Carol Matten

[Signature]

FOR THE BOARD

[Signature]

Frances Chase

Paul C. Skjak

SCHEDULE A

CALDWELL/WEST CALDWELL SCHOOL DISTRICT

SALARY SCHEDULE - SECRETARY AND CLERICAL - 1995-1996

<u>LEVEL</u>	<u>SECRETARY 1</u>		<u>SECRETARY 2</u>		<u>LIBRARY/CLERICAL</u>
	<u>12 MO</u>	<u>10 MO</u>	<u>12 MO</u>	<u>10 MO</u>	<u>10 MO</u>
3	29400	22639	28280	21769	20554
4	29725	22889	28605	22019	20804
5	30050	23139	28930	22269	21054
6	30375	23389	29255	22519	21304
7	30700	23639	29580	22769	21554
8	31025	23889	29905	23019	21804
9	31350	24139	30230	23269	22054
10	31675	24389	30555	23519	22304
11	32000	24639	30880	23769	22554
12	32325	24889	31205	24019	22804
13	32650	25139	31530	24269	23054
14	32975	25389	31855	24519	23304
15	33300	25639	32180	24769	23554
16	33625	25889	32505	25019	23804
17	33950	26139	32830	25269	24054
18	34275	26389	33185	25519	24304
19	34600	26639	33480	25769	24554

Extra Pay: Secretaries above Level 19 in 1995-1996 shall receive salary increases above 1994-1995 salary as follows:

12 month	\$1400
10 month	\$1120

SCHEDULE A

CALDWELL/WEST CALDWELL SCHOOL DISTRICT

SALARY SCHEDULE - SECRETARY AND CLERICAL - 1996-1997

<u>LEVEL</u>	<u>SECRETARY 1</u>		<u>SECRETARY 2</u>		<u>LIBRARY/CLERICAL</u>
	<u>12 MO</u>	<u>10 MO</u>	<u>12 MO</u>	<u>10 MO</u>	<u>10 MO</u>
2	30193	23220	28973	22305	21010
3	30518	23470	29298	22555	21260
4	30843	23720	29623	22805	21510
5	31168	23970	29948	23055	21760
6	31493	24220	30273	23305	22010
7	31818	24470	30598	23555	22260
8	32143	24720	30923	23805	22510
9	32468	24970	31248	24055	22760
10	32793	25220	31573	24305	23010
11	33118	25470	31898	24555	23260
12	33443	25720	32223	24805	23510
13	33768	25970	32548	25055	23760
14	34093	26220	32873	25305	24010
15	34418	26470	33198	25555	24260
16	34743	26720	33523	25805	24510
17	35068	26970	33848	26055	24760
18	35393	27220	34173	26305	25010
19	35718	27470	34498	26555	25260

Extra Pay: Secretaries above Level 19 in 1996-1997 shall receive salary increases above 1995-1996 salary as follows:

12 month	\$1450
10 month	\$1170



SCHEDULE A

CALDWELL/WEST CALDWELL SCHOOL DISTRICT

SALARY SCHEDULE - SECRETARY AND CLERICAL - 1997-1998

<u>LEVEL</u>	<u>SECRETARY 1</u>		<u>SECRETARY 2</u>		<u>LIBRARY/CLERICAL</u>
	<u>12 MO</u>	<u>10 MO</u>	<u>12 MO</u>	<u>10 MO</u>	<u>10 MO</u>
1	30988	23828	29678	22843	21463
2	31313	24078	30003	23093	21713
3	31638	24328	30328	23343	21963
4	31963	24578	30653	23593	22213
5	32288	24828	30978	23843	22463
6	32613	25078	31303	24093	22713
7	32938	25328	31628	24343	22963
8	33263	25578	31953	24593	23213
9	33588	25828	32278	24843	23463
10	33913	26078	32603	25093	23713
11	34238	26328	32928	25343	23963
12	34563	26578	33253	25593	24213
13	34888	26828	33578	25843	24463
14	35213	27078	33903	26093	24713
15	35538	27328	34238	26343	24963
16	35863	27578	34553	26593	25213
17	36188	27828	34878	26843	25463
18	36513	28078	35203	27093	25713
19	36838	28328	35528	27343	25963

Extra Pay: Secretaries above Level 19 in 1997-1998 shall receive salary increases above 1996-1997 salary as follows:

12 month	\$1465
10 month	\$1180