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CIRCULATE**

Agreement

Between the

Carlstadt Board of Education

and the

Carlstadt Educational Secretaries Association

for the

1979-80 and 1980-81 School Years

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Institute of Management and
Labor Relations

AUG 27 1979

RUTGERS UNIVERSITY

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PREAMBLE

This agreement entered into this 20th day of March, 1979, by and between the Board of Education of the Borough of Carlstadt, Bergen County, New Jersey, hereinafter called the "Board", and the Carlstadt Educational Secretaries Association, hereinafter called the "Association".

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Carlstadt Educational Secretaries Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full time secretaries employed by the Board for the 1979-80 and 1980-81 school years, but excluding: Secretary to the Superintendent of Schools; Secretary to the Board Secretary.

ARTICLE II

NEGOTIATION PROCEDURE

A. When a contract is reached, it shall apply to all secretaries, be reduced to writing, ratified and adopted by both parties, and signed by authorized representatives of both parties.

B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. The Board shall make available to the Association for review pertinent public records, data, and information of the Carlstadt School District. The Association, likewise, shall make available to the Board for review pertinent public records, data, and information of the Association.

C. Neither party in any negotiations shall have any control over the selection of the negotiation representatives of the other party. Both parties may be empowered to consider tentative proposals and to make tentative

counter-proposals during negotiations. Final agreement must be ratified and adopted by both parties before signing of written agreement.

D. The Association and the Board negotiation units shall schedule meetings at the convenience of both parties for the purpose of negotiating said agreement. Each party whenever possible shall submit to the other, no later than 48 hours prior to the meeting any tentative proposals and/or tentative counter-proposals covering matters on the agenda for the meeting.

E. All terms of the Agreement shall be applicable during the term of the Agreement.

F. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing signed by authorized representatives of both parties.

G. A secretary mutually agreed upon by both parties will be present at all negotiation meetings between the Board and the Association to take minutes. All costs, including secretary and printing, may be shared by both parties.

ARTICLE III

SALARIES

A. Upon being hired all new full time clerical personnel shall receive a 90 day probationary contract with a 14 day termination notice by either party. At the completion of the probationary period a regular contract shall be issued for the remainder of the school year if both parties are in accord.

B.1. The salaries of all secretaries covered by this Agreement are set forth in the Salary Guide in Schedule "A" attached.

2. The Board reserves the right to withhold any increment for reason of inefficiency or other good cause.

C.1. Secretaries shall be paid in twenty-two (22) semi-monthly installments.

2. Secretaries may individually elect to have up to 20% of their monthly salary deducted from their pay. These funds shall be deposited in the South Bergen Teachers Credit Union, 49 Jewel Street, Garfield, New Jersey.

3. Deduction forms shall be filed with the Secretary of the Board during the first two weeks of September and shall be binding for the entire school year.

4. Payroll deductions for each secretary shall be computed in accordance with her base pay.

5. When a payday falls on or during a school holiday, vacation or weekend, secretaries shall receive their pay check prior to the non-working day or days.

ARTICLE IV

SICK LEAVE

A. All secretaries shall be entitled to ten (10) sick leave days each school year; in case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board for review in order to obtain sick leave.

B. Secretaries who have used all their accumulated sick leave, will have their case reviewed by the Board for possible merited extension and compensation.

C. Secretaries shall be given a written statement of accumulated unused sick leave days as of September.

ARTICLE V

INSURANCE PROTECTION

The Board shall provide health-care insurance protection under the New Jersey Public and School Employees Health Benefit Plan for a single or family contract, where appropriate, for all secretaries for whom the Association is authorized to negotiate.

ARTICLE VI

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible level that any claim by a secretary or the Association that there has been a violation, misinterpretation, or misapplication of any provisions of this agreement, may be processed as a grievance as hereinafter provided. A grievance must be filed within thirty (30) days of its occurrence or such grievance will be deemed waived and no action will be taken. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Any secretary shall have the right to present her grievance through the process described in the following steps. She shall have the right to present her own appeal or to designate representatives of the Association or another person of her own choosing to appear with her or for her at any step in the appeal.

STEP 1. A secretary or secretaries with a grievance shall first discuss it with her principal either directly or through the Association, with the objective of resolving the matter informally.

STEP 2. If step 1 is unsuccessful, the grievance will be submitted to the Association with a duplicate copy to the principal involved.

a. If the Association determines the grievance has merit, it will be referred to the superintendent; or

b. If the grievance has no merit, the Association will notify the secretary involved, with a copy to the principal involved.

c. A decision by the Association must be rendered within two school weeks.

STEP 3. The grievance with merit from Step 2 may be referred to the superintendent in writing. The superintendent, upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall meet with all involved parties within five school days. He shall then have ten school days to render his decision or refer the grievance directly to the Board.

STEP 4. If the grievance is not resolved with the superintendent to the satisfaction of the secretary and the Association representative, the aggrieved secretary may request a review by the Board of Education. The Board shall review the case and then hold a hearing with all parties in interest present and shall render a decision within two calendar months.

ARTICLE VII

WORK DAY AND WORK YEAR

A. Secretaries shall work seven (7) hours per day, commencing at 8:00 A.M. and concluding at 3:30 P.M.

B. Secretaries shall work for 11 months, from July 1 through July 15 and August 16 through June 30.

C. Secretaries shall be entitled to ten (10) paid vacation days to coincide with pupil recess periods.

D. Secretaries shall be entitled to the following paid holidays:

	<u>1979-80</u>		<u>1980-81</u>
Independence Day	July 4	Independence Day	July 4
Labor Day	Sept. 3	Labor Day	Sept. 1
Columbus Day	Oct. 8	Veterans' Day	Nov. 11
Thanksgiving Day	Nov. 22	Thanksgiving Day	Nov. 27
Day after Thanksgiving Day	Nov. 23	Day after Thanksgiving Day	Nov. 28
Christmas Eve Day	Dec. 24	Christmas Day	Dec. 25
Christmas Day	Dec. 25	Day after Christmas Day	Dec. 26
New Years' Eve Day	Dec. 31	New Years' Day	Jan. 1
New Years' Day	Jan. 1	Day after New Years' Day	Jan. 2
Washington's Birthday	Feb. 18	Washington's Birthday	Feb. 16
Good Friday	Apr. 4	Good Friday	Apr. 17
Memorial Day	May 26	Memorial Day	May 25

Any changes must have Board of Education approval. The above holidays are subject to change and must be in accordance with the school calendar. A substitute day will be granted in the event school is in session on any of the above holidays.

ARTICLE VIII

TEMPORARY LEAVES OF ABSENCE

A. Secretaries shall be entitled to the following temporary non-accumulative leaves of absence with pay each school year:

1. Up to four (4) consecutive calendar days for leave immediately upon the death of a member of the immediate family (father, mother, sister, brother, spouse, child, mother-in-law, father-in-law).

2. One (1) day leave for day of funeral of any other relative.

3. Up to five (5) days per school year may be granted by the superintendent of schools with approval of the Board, for personal matters that cannot be conducted on other than school hours. No day or days will be granted if immediately prior and/or subsequent to a scheduled holiday period.

B. Application to the superintendent, through the building principal,

shall be made a week prior to the leave, except in the case of an emergency, and shall require a brief statement of reason for leave.

ARTICLE IX

ETHICAL PRACTICES

A. No lockout of secretaries shall be instituted by the Board during the term of this contract. The association agrees that during the term of this contract neither its officers, or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, slow downs, job actions, mass resignations, mass absenteeism, picketing or any other similar actions, which would involve suspension of, or interference with the normal work of the Board. In the event the association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any secretary participating in these prohibitive activities shall be disciplined by the Board.

B. It is understood by all parties that negotiations will be conducted without the use of pressure tactics of any practice generally defined within the term "sanction". The parties also agree that during the period of negotiations the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating "No progress has been made".

C. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

ARTICLE X

TUITION REIMBURSEMENT

The Board will permit tuition reimbursement for collage credits for a maximum of six (6) credits per year and at the rate of \$20.00 per credit. The reimbursement will be made upon the completion of the following:

1. Courses must be approved by the Superintendent.
2. Grade for course must be "B" or better.
3. Copy of grade and course transcript must be submitted to the Superintendent for approval and recommendation for reimbursement.

ARTICLE XI

DURATION OF AGREEMENT

This Agreement shall be effective for a term of two (2) years, commencing on the first day of July, 1979.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective secretaries, all on the day and year first above written.

THE CARLSTADT BOARD OF EDUCATION

ATTEST: _____
Secretary

By: _____
President

THE CARLSTADT EDUCATIONAL SECRETARIES
ASSOCIATION

ATTEST: _____
Secretary

By: _____
President

SCHEDULE A

Secretary Salary Guide

1979-81

<u>Step</u>	<u>1979-80</u> <u>Salary</u>	<u>1980-81</u> <u>Salary</u>
1	\$ 7,500	\$ 8,100
2	8,000	8,600
3	8,500	9,100
4	9,000	9,600
5	9,500	10,100

In the event it is necessary to establish a day's salary for payroll purposes, it shall be computed as follows:

*48 weeks x 35 hours per week = 1,680 hours
Annual salary ÷ 1,680 hours = hourly rate
Hourly rate x 7 hours = day's pay*