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AGREEMENT

regarding

THE TERMS AND CONDITIONS OF EMPLOYMENT

between

Mahwah Township  
THE BOARD OF EDUCATION

and

THE MAHWAH EDUCATION ASSOCIATION, INC.

(SECRETARIAL ACTIVE/SUPPORTIVE MEMBERSHIP  
formerly the M.E.S.A.)

of the

MAHWAH TOWNSHIP PUBLIC SCHOOLS

of

MAHWAH

NEW JERSEY

Effective July 1, 1983 - June 30, 1985

*Addendum*

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## ARTICLE I

### RECOGNITION

The Mahwah Board of Education regards the Mahwah Education Association as the bargaining agent for all full-time secretarial personnel eligible for membership in the Mahwah Education Association (hereinafter referred to as the Association). Such recognition is for the purpose of collective bargaining in all matters relating to terms and conditions of employment.

(a) The term "Secretary" when used in this agreement shall include all Clerks, Bookkeepers, Special Education Secretary, Guidance Secretary, Library Secretary, Switchboard Operator and secretarial/office personnel, except those confidential secretaries who shall be the Superintendent's Secretary, Business Manager's Secretary, Assistant Superintendent's Secretary, and Secretary for Transportation and Building Utilization.

(b) A full-time unit member shall be defined as one employed to work forty (40) hours per week. Less than forty (40) hours per week is defined as part-time.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 303, Public Laws 1968 and Chapter 123, Public Laws 1975 to reach agreement on all matters, including wage, work day, work year and term and conditions of unit members' employment. Negotiations shall begin as required by law.
- B. The Board and the Association shall exchange all original proposals at the first negotiation session. No new proposals will be submitted after that date. Each party will have the right to modify its original proposals and make counter-proposals to the original proposals of the other party.

- C. The representatives of the Association shall submit their proposals to the Board of Education on items for negotiations no later than the first Monday in November. Thereafter, meetings concerning negotiations shall take place as agreed upon by the parties concerned. Negotiations shall take place in compliance with the law to assure a basic understanding in an agreement in the following weeks.
- D. If, by the second Monday in December, the parties have not reached agreement, either party shall have the prerogative to request a mediator to be selected immediately to participate in the negotiations. The parties shall solicit from the P.E.R.C. in compliance with laws of 1975, Chapter 123, the assignment of a list of names of possible persons with experience in resolving employer-employee disputes in the public sector. If by mutual agreement the parties can agree, consideration shall also be given to the selection of a mediator from outstanding citizens of the area.
- E. Any and all costs and expenses involved in the use of a mediator shall be equally shared between the Board of Education and the Association. Any time limit or deadline concerning the Agreement may be postponed by mutual agreement.
- F. All understandings and settlements arrived at by both parties shall be stated in "Memorandum of Agreement" following the necessary acceptances or ratifications by the parties.

### ARTICLE III

#### GRIEVANCE PROCEDURE

##### A. PURPOSE

The purpose of this procedure shall be to secure, at the lowest possible administrative level, equitable solutions to problems which may from time to time arise affecting the welfare or working conditions of the negotiating unit. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate to any level of the procedure.

## **B. DEFINITIONS**

1. **Grievance** - A "grievance" shall mean a complaint by any unit member that there has been a violation or misinterpretation or inequitable application of any of the provisions of the terms and conditions of employment of the Agreement against him/her. However, the term "grievance" shall not apply to any matter which:
  - (a) is a method of review as prescribed by law or State Board Rule having the force and effect of law, or
  - (b) the Board of Education is without authority to act, or
  - (c) is a complaint of a probationary secretary which arises by reason of his/her not being re-employed. As used in this definition, the term "employee" shall also mean a group of employees having the same grievance.
2. **Aggrieved Person** - An "aggrieved person" is the person or persons or association making the claim.
3. **Calendar Days** - All time limits in the procedure are determined by "calendar days."
4. **The term "immediate supervisor"** shall refer to all Central Office Administrators, Principals, Vice-Principals, Coordinators of Library Services and Enrichment-For-All and Gifted/Talented Programs, the Supervisor of the Child Study Team, the Coordinator of Student Services, the Mathematics Supervisor, and the Supervisor of Curriculum.

## **C. GENERAL PROVISIONS**

1. Any unit member shall have the right to appeal the interpretation, application or violation of policies, agreement and administrative decisions affecting him/her as they relate to the terms and conditions of employment of this Agreement through the procedures outlined below.
2. With respect to his/her grievance, the aggrieved person shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. The aggrieved person shall have the right to representation of his/her own choosing at the Superintendent's level and above in the procedure, after first having discussed the grievance with his/her immediate supervisor.

4. The aggrieved person and/or his/her representative shall have access to all written records within his/her own personal folder.

D. PROCEDURES

1. The number of days indicated at each level should be considered as a maximum. Every effort should be made by both parties to expedite matters. The time limits specified may, however, be extended by mutual agreement.
2. If the aggrieved person fails to meet the allotted time limits then the grievance shall be deemed to be settled according to the status quo and no further objections shall be raised by the aggrieved party regarding the alleged grievous condition. If the party appealed to for determination of the grievance in Levels I, II, or III below fails to respond within the specified time limits as described in this Agreement, then the grievance shall be deemed moved to the next level.

Level I

(a) The aggrieved person shall initially present his/her claim to his/her immediate supervisor within thirty (30) days after the alleged grievance occurred with the objective of resolving the grievance informally through discussion. Failure to raise said grievance within thirty (30) calendar days shall be deemed a waiver of any potential claim.

(b) If, as a result of the discussion, the matter is not resolved to the satisfaction of the aggrieved within twenty-one (21) days of the alleged grievance, he/she shall re-present his/her claim, in writing, to his/her immediate supervisor within seven (7) calendar days.

(c) If the immediate supervisor communicates his/her decision to the aggrieved person, it shall be in writing within fourteen (14) calendar days of receipt of the formal grievance.

Level II

(a) In the event that the grievance remains unresolved or is not resolved to the satisfaction of the aggrieved person, he/she may, within the ten (10) calendar days, submit the grievance and the decision of his/her immediate supervisor, in writing, to the Superintendent of Schools.

(b) The Superintendent shall, within five (5) calendar days of receipt of the grievance, fix a time and place for a meeting with the aggrieved person. Said meeting is to take place no later than fifteen (15) calendar days after receipt of the grievance.

(c) If the Superintendent presents a determination to the aggrieved person, it shall be in writing within ten (10) calendar days from said meeting date.

### Level III

(a) In the event that the grievance is not resolved to the satisfaction of the aggrieved at either of the previous levels, he/she may, within seven (7) calendar days, submit his/her grievance to the Board of Education. This application must include the results achieved at each previous level and the reason for the aggrieved person's dissatisfaction with the earlier determinations.

(b) The Board shall take such steps as it deems necessary and desirable to effect an equitable determination of the grievance. Such steps shall provide an opportunity for the aggrieved person and the concerned administrator to be heard at a closed meeting. The Board will make known to the aggrieved person its decision, in writing, within twenty-one (21) days of receipt of the grievance.

### Level IV

(a) In the event the parties are unable to resolve the claim to the satisfaction of the aggrieved person after proceeding through the channels hereinbefore set forth, the grievance may be submitted within thirty (30) calendar days from the receipt of the Board's decision, to mediation.

(b) Either party may request the Public Employment Relations Commission to select a mediator pursuant to its rules and procedures.

(c) The mediator so selected shall confer with the aggrieved person and the representatives of the Board and take such steps as he/she may deem expedient to effect a voluntary resolution of the impasse. The decision of the mediator shall be made known in writing to both parties on completion of the hearings.

(d) The costs for the services of the mediator, if any, shall be borne equally by the Board of Education and the aggrieved.

## ARTICLE IV

### GENERAL CONDITIONS OF EMPLOYMENT

1. The Work Year - Secretarial personnel shall be on a ten-month contract from September first to June 30 on a basis of forty-four weeks employment, or a twelve-month contract from July first to June 30 on the basis of fifty-two weeks employment, in accordance with the fiscal year of the school district. Determination of the length of the contract year and duties, as determined by immediate supervisors and agreed to by the Superintendent, is subject to the approval of the Board.
2. The Work Week and Day - The work week shall consist of 40 hours from Monday through Friday, 8 hours per day. An hour's time per day may be taken for lunch. A secretary may ask, at the option of his/her immediate supervisor, for a half (1/2) hour lunch and one 15 minute coffee break in the morning with another 15 minute coffee break in the afternoon. Any secretary working over 40 hours in any week shall be paid at the rate of one and one half times per hourly rate.

Whenever it is possible, no secretary shall be assigned or scheduled to work in any position outside his/her hired competency except in an emergency. If, in an emergency, a secretary is assigned to a higher classification level, he/she will receive the salary commensurate to that level, but a reduction in salary will occur when that secretary resumes his/her responsibilities at the original classification level.

Any change on the part of the employer or supervisor to transfer a secretary to a higher classification level shall result in the employee receiving the higher salary.

3. Vacation and Holiday Allowance - Every secretarial employee shall be entitled to one day's paid vacation for each month of employment under his/her agreement term (10 work days for 10-month employees, 12 work days for 12-month employees) in addition to 10 paid holidays recognized by the Board of Education within the contract period. These holidays would remain constant: Labor Day, Thanksgiving and the day after, Christmas Day and the day before, New Year's Day, Good Friday, Memorial Day, and Independence Day. In 1983-84, the tenth holiday will be President's Day on Monday, February 20, plus one additional holiday to replace the day before Christmas which falls on Saturday.



President's Day will also be a holiday in 1984-85 unless school is in session on that day. Any legal holiday falling on a weekend shall be granted on the Friday before the holiday or the Monday after the holiday. The precise dates are to be established when the school calendar is approved. Vacation time is noncumulative and must be taken within the contract period. Reimbursement will be made for unused vacation time during the fiscal year.

During the fifth year of continuous, unbroken service to the district, and thereafter, persons with 10-month contracts shall be entitled to fourteen (14) work days' vacation per year, and persons with 12-month contracts shall be entitled to sixteen (16) work days' vacation per year.

During the eighth year of continuous, unbroken service to the district, and thereafter, persons with 10 month contracts shall be entitled to seventeen (17) work days' vacation per year, and persons with 12-month contracts shall be entitled to twenty (20) work days' vacation per year.

Vacation schedules are to be established in advance and approved by the immediate supervisor and the Superintendent. Employees who leave the school district prior to completion of their annual contract and who have expended more of their vacation allowance than they have earned through employment within their contracted year shall have the unearned expended vacation days deducted from their last salary payment.

4. Sick Leave - Every secretarial employee working within a ten-month contract shall be entitled to ten (10) annual sick leave days and every secretarial employee working within a twelve-month contract shall be entitled to twelve (12) annual sick leave days. Sick leave shall be cumulative. At the beginning of the school year, each secretary may request a written notice of her total accumulated sick days. The total number of sick days to which a secretary is entitled shall be allotted to her/him on the first day of employment of his/her contract year, whether or not he/she reports to work on that day, providing the secretary reports to work during the calendar year.

In the event of illness, tenured secretaries who have exhausted their sick leave shall be paid their regular salary less the expense of substitutes for thirty (30) work days. This arrangement may be extended at the discretion of the Board. Tenured secretaries terminating their contracts with the school district will be reimbursed at the rate of one-third day's salary at their present year's salary rate for each accumulated day of sick leave.

The Superintendent shall give every consideration to an employee who sustains an injury on the job regarding the extension of the present leave policy.

5. Temporary Leaves of Absence - Secretaries shall be entitled to the following temporary noncumulative leaves of absence with full pay each school year.

a. Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the secretary's immediate supervisor for temporary leave shall be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to state the reason for taking such leave. Such leave days shall be discouraged from being taken as an extension to a school year weekend or vacation period.

b. A unit member not using any of the four (4) allotted personal days for this contract year shall be entitled to a total of five (5) personal days for the succeeding school year. The number of personal days will revert back to four (4) in the next school year.

c. Time necessary for appearance as required by legal process in any legal proceeding connected with the secretary's employment or with the school system.

d. Time necessary for jury duty less any salary compensation received from that jury duty.

e. Up to a total of three (3) work days for official representation of the Association, limited to not more than three persons, to attend conferences and conventions of State and National affiliated organizations with a week's prior notice to, and the approval of, the Superintendent or his representative.

f. Request to attend the N.J.E.A. Convention must be submitted to the employee's immediate supervisor at least two (2) days in advanced of such leave. Certification of attendance is required, as per 18A: 31-2.

g. Up to three (3) days at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother or sister. Employees shall be granted one day in the event of death of any other member of his immediate household.

## 6. Unpaid Leave

- a. A leave of absence without pay for up to one year shall be granted for the purpose of caring for a sick member of the secretary's immediate family. Immediate family shall be defined as the employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother or sister.
- b. Other leaves of absence without pay may be granted by the Board but are not intended to be automatic upon request.
- c. All benefits to which a secretary was entitled at the time of his/her leave of absence and which remain unchanged in any successor Agreement shall be restored upon his/her return, except the right to assignment to the same position which was vacated by his/her leave.
- d. Any unit member having advance knowledge of a forthcoming period of physical disability (including pregnancy), confirmed by a licensed medical practitioner, shall notify the Superintendent or Assistant Superintendent of such probable absence and the expected inclusive dates of such impending absence. Nothing in this provision shall prevent an employee from using his/her sick time during the period of this disability.

A unit member may request a child care leave, without pay, and such leave may be granted by the Board. Such leave, when granted, will commence at a time mutually acceptable to the Board and the unit member. Should such leave begin within a school year, then it shall end at the conclusion of that school year in which it is so granted.

Leave extensions will be considered on a case-by-case basis and extended at the discretion of the Board, upon recommendation of the Superintendent. As a practical matter, leaves of absence will not be granted for periods in excess of 24 successive calendar months.

Reinstatements will normally commence at the beginning of any given school year.

7. Inclement Weather - If the schools are closed due to unsafe weather conditions, building secretaries are excused from duty, and they shall suffer no loss of salary. However, the district telephone switchboard operator is expected to come to work for which she is reimbursed at a time and a half rate for the hours served. Otherwise, any other excuse for school closing and secretaries not reporting to work will be at the discretion of the the Superintendent.

8. Employment, Voluntary Transfer and Reassignment - The President of the Mahwah Education Association shall be notified of any secretarial vacancy or the creation of a new secretarial position within the school system before other applicants are considered. This notification shall be given within one week following the Board's acceptance of a resignation or the creation of a new position. No position shall be filled or eliminated prior to notifying the President of the M.E.A.

When an involuntary transfer or reassignment is necessary, a secretary's personal preference, length of service in the Mahwah School system, length of service in a particular school building, including among other things, State and/or Federal laws, may be considered.

A secretary shall have the opportunity to meet with his/her immediate supervisor to discuss the transfer or reassignment prior to the official date of transfer by Board action.

Final approval for employment, voluntary transfer and reassignment is subject to the Superintendent's recommendation and Board action.

9. Tuberculin Testing - All personnel will be given a tuberculin test by the school nurse as required by law. If an employee shows a positive reaction, he/she will be required to have a chest X-ray. An employee having a positive tuberculin reaction, followed by a negative chest X-ray, shall be required to have a physical examination each year prior to December first stating that the employee is free of contagion. The cost of the required X-ray or physical examination will be borne by the Board of Education if performed by the school medical officer. The employee may opt to have the required X-ray or physical performed by his/her own physician at the employee's expense. The Board of Education will pay for the cost of the required chest X-ray that is over the amount of any Blue Cross-Blue Shield reimbursement if performed by the school medical officer or his designee.
10. Association Meetings - The designee of the secretaries' unit of the M.E.A. shall be excused from his/her assigned duties to attend meetings of the M.E.A. during the school year. The secretary shall be permitted to leave his/her office at 3:30 p.m. in order to be present at the meeting. The secretary shall give his/her immediate supervisor 72 hours' advanced notice in order to be excused under this provision.

11. Voluntary Termination of Employment - Any secretary wishing to terminate his/her employment voluntarily must give the Board at least two weeks' prior notice. Notice shall be in writing with reasons stated. In an emergency, the Board may shorten this notification period.

## ARTICLE V

### PROFESSIONAL GROWTH

1. The Board agrees to pay up to \$150.00 tuition for six credits, in any budget year, for courses related to a secretary's performance and taken at a state accredited institution of higher education, an accredited secretarial school, or an approved county or state secretarial workshop. Such courses require prior approval of the immediate supervisor and the Superintendent and may only be attended outside of the applicant's regularly scheduled working day. A bursar's receipt for tuition payment and the registrar's report of no less than a "B" or equivalent grade, or final certification plus receipt for payment will be required before reimbursement is made.
2. Courses, workshops, in-service programs and other professional improvement programs taken by the secretaries and approved in advance by the Superintendent shall enable the secretary to advance on the salary guide after a required number of credited points has been accumulated. The courses and related activities shall be clearly related to and give evidence of improving the secretary's competence in his/her present assignment in the opinion of the Superintendent. When a secretary has accumulated a total of twelve (12) points and has satisfactorily passed all programs, he/she will advance one (1) step on the guide. Advancement on the guide will take place at the beginning of the next annual employment period, i.e., July 1. Advancement on the guide requires requests and supporting documentation to be submitted to central office within 90 days following completion of course work. Requests or waivers not received within the specified timeframe shall preclude all future claims. Points shall be accumulated as follows:

College credit courses:	(15 sessions) - 2 hours each - 2 pts.
	3 hours each - 3 pts.
Workshops (full day)	1/4 point per full day
Other approved programs	1/4 point per full day

## ARTICLE VI

### INSURANCE PROTECTION

- A. The Board shall pay the full premium (100%) for each secretary and his/her dependents under the Board of Education-sponsored Blue Cross-Blue Shield Plan, as well as a \$2000 life insurance policy.
- B. The Board of Education shall provide dental care insurance protection for each secretary and his/her dependents. The coverage and premium of the dental plan shall be the same as provided for the teaching staff.
- C. The Board shall pay the full premium for a one dollar (\$1.00) co-pay prescription plan for each secretary and his/her dependents.

## ARTICLE VII

### SALARIES

The salaries for all secretarial personnel covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.

Beginning July 1, 1983, each incumbent 12-month unit member shall receive a total salary adjustment of 9% over his/her 1982-83 salary.

Beginning September 1, 1983, each incumbent 10-month unit member shall receive a salary adjustment of 9% over his/her 1982-83 salary.

Due to the restructuring of the steps on the salary schedule, secretaries will locate their salary for 1983-84 on a step three steps below their present position, e.g., a person on step 12 in 1982-83 will locate his/her salary for 1983-84 on step 9.

Secretaries beginning their twenty-first year of service in Mahwah will receive a \$500 longevity payment. This will not become a part of the base salary, but will be included each year thereafter as an annual bonus.

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## ARTICLE VIII

### LEVEL PLACEMENT

The Superintendent is to evaluate the level assignment of all secretarial personnel and make the decision as to the proper placement of each. The level assignment is to be based upon the following criteria:

1. The responsibility of the secretary's immediate supervisor
2. The priority assigned to certain general responsibilities of a skilled nature
3. The relative significance of positions having district-wide responsibility.

LEVEL I            Switchboard Operator-Receptionist

LEVEL II           Clerk/typist  
Library Clerk

LEVEL III           Student Services/Data Processing Secretary  
Secretary to the Coordinator of Student Services  
Secretary to Child Study Supervisor  
Secretary to Vice Principal at High School  
Secretary to Vice Principal at Middle School  
Secretary to Primary Principal  
Secretary to Intermediate School Principal\*  
Secretary to Coordinator of Library Services  
and Coordinator of Enrichment-For-All and  
Gifted/Talented Programs\*

LEVEL IV           Secretary to Middle School Principal  
Secretary to High School Principal\*  
Secretary to Supervisor of Curriculum\*  
Payroll Clerk/Bookkeeper  
Bookkeeper

\*Incumbents in these positions will remain at their previous level. New employees will be placed according to this outline. Therefore, a Level V column shall continue to appear in our salary guide.



## ARTICLE IX

### DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its secretaries dues for such organizations as the Mahwah Education Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association to which its members belong.

## ARTICLE X

### MISCELLANEOUS PROVISIONS

Copies of this Agreement shall be printed at the expense of the Board of Education within 30 days after this Agreement is signed and presented to the President of the Mahwah Education Association or by September 1, 1983. Copies are to be prepared for all members with salary schedules attached.

## ARTICLE XI

This agreement shall be effective as of July 1, 1983, and shall continue in effect until June 30, 1985.

The only item in this agreement, which shall be reopened for negotiations for the school year July 1, 1984 - June 30, 1985, shall be salaries.

**SECRETARIES SALARY GUIDE**

**1983-84**

**44 Weeks**

<u>STEP</u>	<u>LEVEL I</u>	<u>LEVEL II</u>	<u>LEVEL III</u>	<u>LEVEL IV</u>	<u>LEVEL V*</u>
1	\$ 7,047.00	\$ 7,739.00	\$ 7,928.00	\$ 8,305.00	\$ 8,872.00
2	7,269.00	8,003.00	8,270.00	8,670.00	9,204.00
3	7,476.00	8,392.00	8,604.00	9,027.00	9,662.00
4	7,626.00	8,672.00	8,971.00	9,494.00	10,017.00
5	7,924.00	8,971.00	9,383.00	9,943.00	10,429.00
6	8,223.00	9,308.00	9,756.00	10,391.00	10,803.00
7	8,597.00	9,606.00	10,242.00	10,728.00	11,214.00
8	9,121.00	10,205.00	10,728.00	11,214.00	11,811.00
9	9,606.00	10,728.00	11,214.00	11,811.00	12,448.00
10	10,242.00	11,214.00	11,811.00	12,448.00	12,970.00
11	10,728.00	11,962.00	12,671.00	13,157.00	13,756.00
12	11,550.00	12,634.00	13,270.00	13,830.00	14,428.00
13	12,036.00	13,233.00	13,830.00	14,502.00	15,064.00
14	12,708.00	13,756.00	14,353.00	14,914.00	15,587.00
15	13,606.00	14,465.00	14,914.00	15,513.00	16,109.00

\* Level V applies to persons presently employed at this level from previous years. (see page 13).

**SECRETARIES SALARY GUIDE**

**1983-84**

**52 Weeks**

<u>STEP</u>	<u>LEVEL I</u>	<u>LEVEL II</u>	<u>LEVEL III</u>	<u>LEVEL IV</u>	<u>LEVEL V*</u>
1	\$ 8,328.00	\$ 9,146.00	\$ 9,369.00	\$ 9,815.00	\$10,485.00
2	8,591.00	9,458.00	9,774.00	10,246.00	10,877.00
3	8,836.00	9,918.00	10,170.00	10,669.00	11,419.00
4	9,012.00	10,254.00	10,601.00	11,220.00	11,838.00
5	9,365.00	10,601.00	11,089.00	11,751.00	12,325.00
6	9,718.00	11,000.00	11,529.00	12,281.00	12,767.00
7	10,160.00	11,352.00	12,103.00	12,679.00	13,252.00
8	10,779.00	12,060.00	12,679.00	13,252.00	13,960.00
9	11,352.00	12,679.00	13,252.00	13,960.00	14,711.00
10	12,103.00	13,252.00	13,960.00	14,711.00	15,329.00
11	12,679.00	14,136.00	14,976.00	15,550.00	16,256.00
12	13,650.00	14,932.00	15,682.00	16,345.00	17,051.00
13	14,225.00	15,638.00	16,345.00	17,140.00	17,803.00
14	15,019.00	16,256.00	16,963.00	17,626.00	18,421.00
15	16,080.00	17,094.00	17,626.00	18,333.00	19,039.00

\* Level V (same as preceding page)