

4-2458

02-04

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

between

CLIFFSIDE PARK BOARD OF EDUCATION

and

CLIFFSIDE PARK EDUCATIONAL SECRETARIES ASSOCIATION

July 1, 1976 - June 30, 1979

Bergen County

LIBRARY
Institute of Management and
Labor Relations

OCT 27 1977

RUTGERS UNIVERSITY

I N D E X

- ARTICLE I - RECOGNITION
- ARTICLE II - SALARIES
- ARTICLE III - HOURS OF WORK
- ARTICLE IV - SICK LEAVE
- ARTICLE V - PERSONAL LEAVE
- ARTICLE VI - HOLIDAYS
- ARTICLE VII - VACATIONS
- ARTICLE VIII - INSURANCE PROTECTION
- ARTICLE IX - INCLEMENT WEATHER
- ARTICLE X - POSTING OF POSITIONS
- ARTICLE XI - GRIEVANCE PROCEDURES
- ARTICLE XII - DURATION OF AGREEMENT

AGREEMENT
between
CLIFFSIDE PARK BOARD OF EDUCATION
CLIFFSIDE PARK, NEW JERSEY
and
CLIFFSIDE PARK EDUCATIONAL SECRETARIES ASSOCIATION
1976-1977 1977-1978 1978-1979

ARTICLE I - RECOGNITION

Pursuant to Chapter 303, Public Laws of New Jersey, 1968, as amended, the Cliffside Park Board of Education hereby recognizes the Cliffside Park Educational Secretaries Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all secretarial personnel.

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all recognized employees represented by the Association in the negotiating unit as above defined.

ARTICLE II - SALARIES

A. 1. During the first year of the term of the within Agreement (1976-1977), the starting salary for new secretaries employed by the Board shall be Six Thousand One Hundred Dollars (\$6,100.00).

2. During the second year of the term of the within Agreement (1977-1978), the starting salary for new secretaries employed by the Board shall be Six Thousand Two Hundred Fifty Dollars (\$6,250.00).

3. During the third year of the term of the within Agreement (1978-1979), the starting salary for new secretaries employed by the Board shall be Six Thousand Five Hundred Dollars (\$6,500.00).

4. New secretaries employed by the Board who shall be employed on a part-time basis shall receive a starting salary which equals a pro-rata share of the starting salary for the year in question based upon the percentage of the total number of hours to be worked in such year by such employee as compared to the total number of hours worked by full time employees as set forth in ARTICLE III herein.

B. 1. During the first year of the term of the within Agreement (1976-1977), each employee shall receive a salary increase (which shall be retroactive to and be effective as of July 1, 1976) in the amount of Five Hundred Dollars (\$500.00) per year over the salary received by said employee during the term of the 1975-1976 Agreement.

2. During the second year of the term of the within Agreement (1977-1978), each employee shall receive a salary increase in the amount of Five Hundred Fifty Dollars (\$550.00) per year over the salary received by said employee during the first year of the term of the within Agreement (July 1, 1976 through June 30, 1977).

3. During the third year of the term of the within Agreement (1978-1979), each employee shall receive a salary increase over the salary received by said employee during the second year of the term of the within Agreement (July 1, 1977 through June 30, 1978), in an amount computed by applying the percentage increase of the Consumer Price Index, Bureau of Labor Statistics, Metropolitan New York-New Jersey All-Items Index, to the salary received by said employee during the period July 1, 1977 through June 30, 1978. Said Consumer Price Index increase shall be the increase calculated between the period of November 30, 1976 and November 30, 1977. In no event, however, shall such percentage increase be less than three (3%) percent nor more than seven (7%) percent.

4. During each year of the term of the within Agreement, each employee who is employed on a part-time basis shall receive a salary increase which equals a pro-rata share of the total salary increase for the year in question, as determined by Article II, B, 1, 2 and 3 above, based upon the percentage of the total number of hours to be worked in such year by such employee as compared to the total number of hours worked by full time employees as set forth in ARTICLE III herein.

5.

(a) Full time Board Office employees shall continue, during the term of the within Agreement, to receive an additional stipend in the amount of Five Hundred Dollars (\$500.00) per year over the negotiated salary of each of such employees, as determined by the provisions of Article II, B, 1, 2 and 3 above.

(b) The Secretary to the Superintendent of Schools shall continue, during the term of the within Agreement, to receive an additional stipend in the amount of Thirteen Hundred Forty Four Dollars (\$1,344.00) per year over the negotiated salary of such employee, as determined by the provisions of Article II, B, 1, 2 and 3 above.

ARTICLE III - HOURS OF WORK

During the months of July and August of each year of the within Agreement, the total number of hours per week to be worked by secretaries shall be thirty-one (31) hours, to be served as follows:

Monday through Thursday: 8:00 A.M. through 3:00 P.M.,
with a one-half (1/2) hour lunch
period

Friday: 8:00 A.M. through 1:00 P.M. with no lunch period.

During the period beginning September 1 and ending June 30 of each of the three years of the within Agreement, the number of hours per week to be worked by secretaries shall be thirty-five (35) hours, to be served as follows:

Monday through Friday: 8:00 A.M. through 4:00 P.M., with a one (1) hour lunch period.

ARTICLE IV - SICK LEAVE

During the term of the within Agreement, all employees covered by the within Agreement shall be allowed, during each year of the within Agreement, ten (10) days of sick leave. Said sick leave shall be cumulative, and any such sick leave that remains unutilized at the end of any year of the within Agreement shall be carried from year to year and until it is used in any of such subsequent years.

ARTICLE V - PERSONAL LEAVE

During the term of the within Agreement, all employees covered by the within Agreement shall be allowed, during each year of the within Agreement, up to three (3) personal business days, of which one (1) shall be allowed to be utilized without an explanation or reason required and up to two (2) shall be allowed to be utilized with an explanation or reason required for any of the following reasons:

1. Recognition of a religious holiday.
2. Court subpoena.
3. Urgent personal business and emergencies which cannot be handled outside of school hours.
4. Leave, because of death of a relative other than in the immediate family, may be granted for one (1) day with full pay. In unusual circumstances a close friend could be considered in this category.

No employee shall be allowed to utilize the one (1) day which may otherwise be utilized without an explanation or reason required for any day immediately preceding or immediately following a holiday or vacation as herein defined.

In addition, leave, because of death of a member of the immediate family, shall be granted for five (5) days with full compensation. Immediate family shall include: mother, father, mother-in-law, father-in-law, sister, brother, husband, wife; children.

The personal leave provided for herein shall not be cumulative. Applications for personal leave are to be made in writing and, except as otherwise provided in this ARTICLE, must state the reason that such leave is necessary. Application must be made at least forty-eight (48) hours prior to the day requested, except in emergencies. Applications shall be submitted to the Superintendent, whose approval, except as otherwise provided in this ARTICLE, must be obtained before leave can be taken.

ARTICLE VI - HOLIDAYS

For all employees covered by this Agreement, and except as herein provided, the schedule of holidays shall be the same as the schedule of holidays published in the "School Calendar for 1976-77" as published by the Office of Superintendent of Schools and approved by the Board of Education, with the specific addition thereto of July 4 (Independence Day). During the second and third years of the within Agreement (1977-1978 and 1978-1979), the schedule of holidays shall likewise be the same as the schedule of holidays to be published in the "School Calendar" for said years, with the specific addition thereto of July 4 (Independence Day). Board of Education office personnel are required to report for work on all days except as specified in the Agreement with custodians.

ARTICLE VII - VACATIONS

During the term of the within Agreement, vacations shall be granted to all employees covered by the within Agreement as follows:

- a. One day of vacation shall be granted for each completed month of employment during the first year of employment in the Cliffside Park schools, up to a total of 10 working days of vacation.
- b. Two calendar weeks of vacation shall be granted to all employees with one full year but less than five years of employment.
- c. Three calendar weeks of vacation shall be granted to all employees with five full years but less than ten years of employment.
- d. Four calendar weeks of vacation shall be granted to all employees with ten or more years of employment.
- e. All those entitled to a summer vacation shall be required to take two weeks of it during the common two-week vacation period when all schools shall be closed. This system wide two-week period shall be set annually by the Superintendent with approval of the Board.

f. The vacation schedule of the secretarial staff must be planned to avoid interference with operation of the schools. The schedule must be approved by the Superintendent. The vacation schedule for Board Office personnel must be approved by the Secretary.

ARTICLE VIII - INSURANCE PROTECTION

As of the beginning of the 1976-1977 school year, and during the terms of this Agreement, the Cliffside Park Board of Education shall provide the health care insurance protection designated below:

1. For all employees covered by this Agreement who remain in the employ of the Board of Education for the applicable full school year, the Board shall make payment of full individual or full family insurance premiums, as appropriate, in the State Health Benefit Plan, for the full applicable twelve (12) month period, commencing July 1st and ending June 30th. Coverage provided by the State Health Benefit Plan includes hospitalization, surgical, Rider J, and Major Medical benefits.

2. If available from the insurance carrier, the Board shall provide to each employee a description of the health care benefits insurance coverage provided under this Article no later than November 1, 1976.

ARTICLE IX - INCLEMENT WEATHER

During the term of the within Agreement, the following shall apply with regard to service of all employees covered by the within Agreement during inclement weather:

School Secretaries and secretaries in the Superintendent's office shall not ordinarily report for work when schools are closed unless their services are required by their Principals or the Superintendent.

ARTICLE X - POSTING OF POSITIONS

During the term of the within Agreement, the following shall apply with regard to the posting of positions which may be available to all employees covered by the within Agreement:

(a) Notice of all vacancies and new positions shall be posted in each school by the Board or its agent.

(b) Employees interested therein must submit a written application to the Administrator to which the vacancy applies.

(c) All such applicants shall be notified that their application has been received and shall be further notified in writing when the vacancy has been filled, whether or not said applicant has been selected to fill the vacancy.

ARTICLE XI - GRIEVANCE PROCEDURES

I. Definitions, Basic Principles and Time Limits

A. A "Grievance" is a claim by an employee of the Cliffside Park School District that there has been to him a personal loss, injury or inconvenience caused by a violation, misinterpretation, or inequitable application of an established policy governing employees, or of this Agreement, except that the term "grievance" shall not apply to (1) a complaint of his not being re-employed. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) days of the occurrence or event or act which gave rise to the grievance.

B. An employee or the recognized association may present, in appeal, through administrative channels, grievances affecting them, free from restraint, interference, coercion, discrimination or reprisal.

C. At each step in the grievance appeal process, the responsible person in authority hearing the grievance is to apply all possible measures to adjust the grievance professionally and with complete fairness. Proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure and consistent with prescribed procedures.

D. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administrative staff and having the grievance adjusted without intervention of the recognized organization.

E. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits may, however, be extended by mutual agreement. If a grievance appeal is filed at such time that it cannot be processed through all of the prescribed steps by the end of the then current school year, and if leaving said grievance unresolved until the beginning of the following school year, could result in substantial harm to a party in interest, the stipulated time limits shall be reduced so that the grievance procedures may be exhausted prior to the end of the then current school year or as soon thereafter as practical.

II Grievance Procedures

A. Level One - Principal

If an employee believes there is a basis for a grievance, he shall first discuss the alleged grievance with his building principal, either personally or accompanied by a representative of the Cliffside Park Educational Secretaries Association. If, as a result of the informal discussion with the principal, the grievance still exists, the employee may invoke the formal grievance procedure and present his grievance, in writing, to the building principal within five (5) school days of the informal discussion. The principal shall indicate the disposition of the grievance and shall inform the employee of his decision within five (5) school days from the date the employee filed the formal grievance.

B. Level Two - Superintendent

If the employee is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance with the Superintendent of Schools within five (5) school days of the receipt of the decision by the principal, or, within five (5) school days of the date said decision should have been rendered. The Superintendent shall advise the employee of his decision in writing within ten (10) school days following the date of submission of the grievance to him. The decision shall state explicitly what action or recommendation the Superintendent proposes in order to resolve the grievance. The Superintendent shall consult, if necessary, with the principal and the employee involved. If the Superintendent calls for a meeting of the parties involved, the employee shall have the right to be represented by the Association if he so desires.

C. Level Three - Board of Education

If the employee is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the presentation of the grievance to the Superintendent, he may request that the Board of Education review the grievance. The request shall be submitted in writing through the Superintendent of Schools within ten (10) school days of the decision by the Superintendent of Schools, or within ten (10) school days of the date said decision should have been rendered. The Board of Education shall review the grievance, conduct a hearing if requested by the employee, and render a decision in writing setting forth the reasons for its decision within twenty (20) school days.

D. Level Four - Arbitration

(1) If the employee is not satisfied with the disposition

of his grievance at Level Three, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board of Education or after the conclusion of any hearing conducted by the Board of Education, he may, within ten (10) school days after the decision by the Board of Education or thirty (30) school days after the grievance was delivered to the Board of Education or after the conclusion of any hearing conducted by the Board of Education, whichever is sooner, request in writing that the Association submit his grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the employee.

(2) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator and during the arbitration proceedings.

(3) The arbitrator selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearing, or from the date the final statements and proofs, including briefs and legal memoranda, are submitted to the arbitrator. The arbitrator's decision shall be final and binding upon the parties and shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted.

(4) The authority of the arbitrator shall be limited to the interpretation, application or the compliance with the provisions of this Agreement, and the arbitrator shall have no authority to modify, add to, subtract from, or in any way alter any of the terms of this Agreement, and the arbitrator shall be bound by all applicable New Jersey and Federal Statutes, the Constitutions of the State of New Jersey and of the United States, and all decisions of the Commissioner of Education, the State Board of Education, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey.

E. Costs of Arbitration

(1) The Board and the Association shall each bear the total cost incurred by themselves.

(2) The fees and expenses of the arbitrator are the only costs which shall be shared by the Board and the Association and such costs will be shared equally.

(3) If time is lost by any employee due to the arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay the cost of the substitute. The time lost by the employee may be charged to personal business time.

III Group Grievances

The procedures for the filing and processing of a group grievance shall be the same as the individual grievance procedures set forth herein, including the time periods specified above. A group grievance is defined as a claim, affecting a group or class of employees, that there has been, to them, a personal loss, injury or inconvenience caused by a violation, misinterpretation, or inequitable application of an established policy governing employees, or of this Agreement.

IV Emergency Procedure

Recognizing that emergencies may arise, and that time may not permit the prescribed procedures to operate, the following provision is inserted:

In the event an individual, group of individuals or the Association as a whole, has a grievance of such nature that time will not permit the prescribed time periods to be followed, the procedure may be expedited, if the individual, group of individuals or the Association, as the case may be, states, in writing, the nature of the grievance together with explicit reasons why the prescribed procedures must be expedited. The grievance procedure shall be the same but each party shall be duty bound to act upon the grievance as quickly as possible.

ARTICLE XII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1976, and shall continue in effect until June 30, 1979.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their representative secretaries, and their corporate seals to be placed hereon, all on the *25th* day of *February*, 19 *77*.

CLIFFSIDE PARK BOARD OF
EDUCATION

BY *John Celidonio*
(President)

BY *Roberta L. Lee*
(Secretary)

CLIFFSIDE PARK EDUCATIONAL
SECRETARIES ASSOCIATION

BY *Edmond Di Fiore*
(President)

BY *Mildred R. Filipowicz*
(Secretary)