

**AGREEMENT**  
**BETWEEN THE**  
**CALDWELL-WEST CALDWELL EDUCATIONAL**  
**SECRETARIES ASSOCIATION**  
**AND THE**  
**CALDWELL-WEST CALDWELL**  
**BOARD OF EDUCATION**  
**FOR THE SCHOOL YEAR**  
**2011 - 2012**

**AGREEMENT**

**BETWEEN**

**CALDWELL-WEST CALDWELL EDUCATIONAL SECRETARIES ASSOCIATION**

**AND**

**CALDWELL-WEST CALDWELL BOARD OF EDUCATION**

**PREAMBLE**

**THIS AGREEMENT** is made and entered into this 1<sup>st</sup> day of July, 2011, 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 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 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 ASSISTANTS

ASSISTANT SECRETARIES  
RECEPTIONISTS  
PART-TIME SECRETARIES

Excluded from the bargaining unit are secretaries in the Superintendent's office, the Director of Instructional Services' 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 upon the interpretation, application or violation of policies, agreements or administrative decisions affecting that secretary.

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 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 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. 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 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 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 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 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 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 and his/her representatives. The Board of Education will forward, through the Superintendent of Schools, a written response to the secretary 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.

Decisions or recommendations made by the neutral party shall be binding on the Board and 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. Any question or criticism by a supervisor, administrator, or Board member of an employee's performance shall be made in confidence and not in the presence of students, parents, co-workers, or members of the public.
- B. No material derogatory to an employee's conduct, service, character, or personality shall be placed in a personnel file unless the employee has had an opportunity to review such material and affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and said answer shall be attached to the file copy.
- C. Each employee may review and initial the contents of his/her personnel file. An appointment must be made with the Superintendent's office to review said files. Each employee shall have the right to petition the Board for removal of materials.
- D. The Board of Education shall provide identification badges, at no cost, to the employee. Employees shall wear the badges during all work hours.

Nothing contained herein shall be construed to deny or restrict any employee such rights as he/she may have under New Jersey school law, statutes, and Federal laws, rules, and regulations.

### **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.

- C. The President of the Association or his/her designee may be permitted to transact official Union business on school property at reasonable times provided that prior permission has been obtained from the Superintendent, in writing, when possible.
- D. The Association may have the right to use school buildings at reasonable hours for meetings provided that prior permission has been obtained from the Superintendent, in writing, when possible.

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 contracts to work twenty-five (25) or more hours per week shall receive the following health benefits:

- A. Full coverage (New Jersey State Health Benefits Plan) 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 with employee contributions as prescribed by the 2011 Pension and Health Benefit Reform Law (N.J.P.L. 2011, c. 78).
- B. Dental Insurance Coverage will be full family coverage for 100% Preventive and Diagnostic Plan for the term of this Agreement.
- C. Any unit member who met the minimum 20-hour work hour requirement prior to May 21, 2010 will be eligible for continued medical coverage provided that there is no break in the employee's service or reduction in work hours to below 20 hours per week.

## ARTICLE VII

### VACATION ALLOWANCES

- A. Secretarial (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. 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 (12-Month Employees) vacation entitlement for twelve-month employees, after one full year of service, shall be fifteen (15) days, with pay, for those employees with up to ten years of service and twenty days, with pay, for eleven or more years of service.

Twelve-month unit employees and ten-month unit employees who become twelve-month unit employees and who were in the employ of the Board prior to July 1, 1998 shall receive vacation benefits as set forth below.

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. Twelve-month secretaries may take up to four (4) vacation days at any time during the school year with prior approval of their supervisor. 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 a 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, and 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 prorated 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.

If two (2) days are not used for personal leave, one (1) of the days from the employee's accumulated unused days may be used in the succeeding year as a personal leave day. In no event shall an employee use more than three (3) personal leave days in any one school year.

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 of Schools, through the Board Secretary/Business Administrator, 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's 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 Board 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 Board 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 Presidents' Day, 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.

- E. In the event one of the emergency closing days shall not be used during the school year, ten-month secretaries shall be released one day prior to their last contract day of that year provided they have completed all their professional responsibilities to the satisfaction of their immediate supervisor.

## **ARTICLE IX**

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

Secretaries 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 staff position, notice of vacancy shall be posted in each building. During the summer months, the Superintendent or Board 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 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 personnel who attend job-related secretarial 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.
- B. The Board shall provide computer in-service training for all secretaries covered by this Agreement. Secretaries who attend such workshops, other than during regular work hours, shall receive compensation at the rate of eighty (80) dollars per day.

### **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 personnel is as follows: 12-month employees - 7 hours; 10-month employees - 6 ½ hours; and 10-month Library Assistants - 6 ½ hours, exclusive of one hour for lunch.
- B. Hours of employment of incumbent employees in Library Assistant and Clerical Assistant positions on June 30, 1998 shall continue as in 1997-1998 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 sixty-five dollars (\$65.00) per day for hundred percent (100%) of accumulated days to a maximum of eleven thousand (\$11,000) 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 two 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 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.
- B. Any member of the secretarial unit who achieves a Baccalaureate Degree (B.A.) during the contract year shall receive a salary increment advance during current year.
- C. The Board shall provide up to one (1) week of training/mentoring to all new employees.

## 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 library 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.

E. Longevity based upon number of completed years of service in Caldwell-West Caldwell as of July 1:


	<u>2011-2012</u>
15 – 19 years of district service	\$1,435
20 – 24 years of district service	\$1,640
25+ years of district service	\$1,845

**ARTICLE XXI**

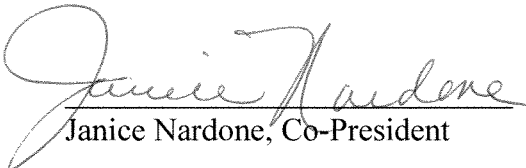
**DURATION OF AGREEMENT**

- A. This Agreement shall be effective July 1, 2011, and shall continue in effect through June 30, 2012, as the Parties hereby attest:

For the Caldwell-West Caldwell Educational Secretaries Association:

  
\_\_\_\_\_  
Lisa Lucia-Hayden, Co-President

9/21/11  
Date

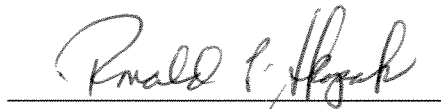
  
\_\_\_\_\_  
Janice Nardone, Co-President

9-21-11  
Date

For the Caldwell-West Caldwell Board of Education:

  
\_\_\_\_\_  
Maureen McNish, President

9/21/11  
Date

  
\_\_\_\_\_  
Ronald Skopak, Board Secretary/  
School Business Administrator

9/21/2011  
Date

**SCHEDULE A**  
**CALDWELL-WEST CALDWELL SCHOOL DISTRICT**  
**SECRETARIAL AND CLERICAL SALARY SCHEDULE**  
**2011-2012 SCHOOL YEAR**

<u>LEVEL</u>	<u>SECRETARY 1</u>		<u>SECRETARY 2</u>		<u>LIBRARY</u>
	<u>12 MO</u>	<u>10 MO</u>	<u>12 MO</u>	<u>10 MO</u>	<u>10 MO</u>
1	46,469	36,929	44,961	36,015	33,908
2	47,398	37,668	45,860	36,735	34,586
3	48,584	38,609	47,007	37,653	35,451
4	48,916	38,957	47,354	37,895	35,714
5	49,275	39,324	47,714	38,145	36,009
6	49,669	39,692	48,094	38,439	36,304
7	50,070	40,061	48,474	38,731	36,599
8	50,431	40,429	48,856	39,025	36,893
9	50,802	40,797	49,237	39,318	37,188
10	51,187	41,165	49,620	39,613	37,484
11	51,628	41,533	50,013	39,916	37,779
12	52,069	41,922	50,373	40,221	38,074
13	52,533	42,314	50,764	40,508	38,368
14	53,025	42,702	51,146	40,810	38,674
15	53,491	43,092	51,530	41,170	39,054

Off Guide: Secretaries above Level 15 of the Salary Guide are considered Off Guide and receive their 2010-2011 salary plus 2.0% of their 2010-2011 salary.

Hourly Rate: Receptionist \$12.75  
Assistant Secretary \$24.02

Longevity: For those employees who have completed the following years of service as of July 1 for 12-month employees and September 1 for 10-month employees of the contract year, the following amounts of salary compensation shall be provided:

15 – 19 years of district service	\$1,435
20 – 24 years of district service	\$1,640
25+ years of district service	\$1,845