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# AGREEMENT BETWEEN CEDAR GROVE BOARD OF EDUCATION and CEDAR GROVE ASSOCIATION OF EDUCATIONAL SECRETARIES

### PREAMBLE

This agreement is entered into this first day of July 1977, by and between the Board of Education of Cedar Grove, New Jersey, hereinafter called the "Board" and the Cedar Grove Association of Educational Secretaries, hereinafter called the "Association."

The Board has an obligation, pursuant to Law and Regulation, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

The parties have reached certain understandings which they desire to confirm in this Agreement.

The Board and the Association agree as follows:

#### ARTICLE I TERM OF THE AGREEMENT

This agreement shall take effect on July 1, 1977 and end on June 30, 1978 but with the approval of both parties hereto may be renewed for successive terms of one year each, subject to such modifications as may be mutually agreed upon for any such year.

#### ARTICLE II RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for negotiations as required by law for the following employees:

Full-time twelve month secretaries
Full-time ten month secretaries
Part-time secretaries under contract

When referring to individual employees in the above category the term "secretary" shall be used.

#### ARTICLE III SELECTED EMPLOYMENT PRACTICES

- 1. All full-time secretaries must be eligible to join the pension system before employment.
- 2. Prior to commencing work all full-time secretaries must be examined by the School Medical Director or by someone approved by the Medical Director.
- 3. Two weeks minimum notice shall be given in order to terminate services. A shorter period of time may be mutually agreed upon.

#### ARTICLE IV WORK YEAR

- 1. All full-time secretaries shall follow a work calendar recommended by the Superintendent of Schools and approved by the Board.
- 2. All twelve month employees of the Board (professional, secretarial, and custodial) shall follow the same calendar.
- 3. All ten month and part-time ten month secretaries shall begin their work year September 1 and work until June 30. After school starts for teachers, the ten month other secretaries shall basically follow the teacher calendar until school closes. Ten month principals secretaries follow the twelve month calendar between September 1 and June 30.

#### ARTICLE V WORK WEEK

- 1. Secretaries who are assigned hours between 8 a.m. and 4:30 p.m. shall work thirty-five (35) hours a week exclusive of lunch.
- 2. Office hours are established by the Superintendent of Schools with the approval of the Board.

#### ARTICLE VI VACATIONS

- 1. Full-time twelve month secretaries are entitled to ten (10) work days vacation per year for the first three years of employment. During the first year (July 1-June 30) of employment a secretary serving over six months will be given vacation pro-rated.
- 2. After three years of employment a secretary is entitled to fifteen (15) work days of vacation; sixteen (16) work days in the eleventh year; seventeen (17) work days in the twelfth year; eighteen (18) work days in the thirteenth year; nineteen (19) work days in the fourteenth year; and twenty (20) work days vacation in the fifteenth year.
- 3. Vacations will be granted and must be taken only in the contract year following the year in which they were earned.
- 4. Vacation days cannot be accumulative from year to year.
- 5. A secretary leaving the school system shall be paid for vacation time earned but not received. The rate amount will be calculated using the salary of the year in which the vacation was earned.
- 6. All vacations must be cleared with the secretary's immediate superior and submitted to the Superintendent of Schools for approval.

#### ARTICLE VII EXTENDED LEAVE OF ABSENCE

- 1. A secretary on tenure shall be granted a leave of absence, at the Board's discretion, without pay for up to one (1) year.
- 2. All extensions or renewals of leave shall be applied for in writing by March 1 of the calendar year in which the leave is requested and may be granted at the Board's discretion.

#### ARTICLE VII EXTENDED LEAVE OF ABSENCE (continued)

- 3. A secretary's unused accumulated sick leave and her position on the Salary Guide to which she was entitled at the time her leave of absence commenced shall be restored to her upon her return.
- 4. Staff members on leave will not have benefits paid by the Board. Each individual must make arrangements for payment with the Board Secretary's office for those so be continued.

#### ARTICLE VIII SICK LEAVE

- 1. All full-time twelve month secretaries employed by the Board shall be entitled to twelve (12) sick leave days each year. Unused sick leave days shall be accumulative.
- 2. All ten month and part-time secretaries shall have sick leave days pro-rated on the basis of their contract year.
- 3. Secretaries shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.
- 4. A doctor's certificate stating the illness, the inability of the secretary to report for work, and the period of sick disability may be required.

#### ARTICLE IX ABSENCES

- 1. Absence for Business Which Cannot be Handled Outside of School Hours
  Occasionally a secretary needs to be away from work. The secretary must submit a request on the "Request for Absence Form" to the Superintendent of Schools through her building principal or administrative supervisor sufficiently in advance to permit proper coverage of the secretary's absence. Each secretary may request not more than four (4) days per year. Examples are as follows:
  - 1. Marriage
  - 2. Court Appearance
  - 3. Academic examinations
  - 4. Graduation exercises
  - 5. Religious holy days
- 6. Accidents, fire
- 7. Personal family problems
- 8. House closing

2. Death

- Three (3) days' absence will be permitted when death occurs in the immediate family. Immediate family is considered to be husband, wife, son, daughter, mother, mother—in—law, father—in—law, brother, or sister. One (1) day's absence will be permitted, if necessary, to attend the funeral of a grandparent, in—law, uncle, aunt, niece, or nephew. Any extension of this leave may be granted for just cause on recommendation of the Superintendent of Schools.
- 3. The above days shall not be accumulative.
- 4. Salary Deducation

A salary deduction on the basis of 1/250 for twelve month secretaries and 1/200 for ten month secretaries will be made for time in excess of that permitted. The Superintendent shall report to the Board those people who have exceeded the allowable number of days. Adjustments in salary will be made within a two month period. Each case will be handled on its own merit by the Superintendent for recommendation to the Board. Final salary adjustments, if necessary, will be made in June.

#### ARTICLE X GRIEVANCES

#### A. Definition

- 1. A grievance is a claim by a secretary (group of secretaries) or her representative that she has suffered harm by the interpretation, application or violation of policies, agreements, and administrative decisions affecting her.
- 2. A grievance to be considered under this procedure must be initiated in writing within thirty (30) work days from the time when the grievant knew or should have known of its occurrence.

#### B. Representation

- 1. Any aggrieved person may be represented at all stages of the grievance procedure by herself or, at her option, by the Association, or by a representative selected or approved by the Association.
- 2. When a secretary is not represented by the Association in the processing of a grievance, the Association shall, at the time of submission of the grievance to the Superintendent and at any later level, be notified by the Superintendent as to the nature of the grievance, when the hearing will be held, and the result.

#### C. Procedure

- 1. a. 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 limits shall be deemed to be waiver of further appeal of the decision.
  - b. It is understood that any secretary grievant 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.
  - c. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 2. Any secretary grievant who has a grievance shall, in an attempt to resolve the matter informally at that level, discuss it first with her principal or immediate administrative officer who shall give his decision within five (5) work days.
- 3. No later than six (6) work days after receipt of the decision of her principal or immediate superior the secretary grievant may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying:

a. The nature of the grievance

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- b. The nature and extent of the injury, loss, or inconvenience
- c. The results of previous discussions
- d. Her dissatisfaction with decisions previously rendered

The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed seven (7) work days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the secretary grievant, to the Association, and to the principal or other immediate superior.

- 4. Any time within six (6) work days a secretary may request in writing a Review Panel to further explore the grievance. In the written request the secretary must name her representative. Within two (2) work days the Superintendent shall name a second member of the Review Panel. Within two (2) additional work days the two members so named shall name a third member. These people shall constitute the Review Panel. The members of the Panel must be employees of the Board included in job classifications represented by the Association for purposes of negotiations. Within three (3) work days the Panel will meeet with the dissatisfied secretary to review her grievance. The Review Panel may also accept such oral or written statements of other persons as it may deem appropriate. If at least two members of the Review Panel agree in whole or in part with the secretary's position, the Panel, at its option, may request a conference to be held within the next twenty (20) work days or at such other date as may be mutually agreeable. At such conference the Review Panel and the secretary will be given a reasonable opportunity to present the facts related to the complaint and their position relating thereto including such voluntary oral or written statements of other persons as they may deem important. The Board may also consider such oral or written statements of other persons as it may deem appropriate. With ten (10) work days after such conference(s) the Board will prepare a written decision on the complaint, copies of which will be delivered to the secretary and each member of the Panel by the Superintendent. For the purposes of Article X of this agreement, the Board's decision shall be final and conclusive.
- 5. If the secretary so chooses, she may eliminate step four (4) and no later than five (5) work days after receipt of the Superintendent's decision may request a hearing with the Board. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board. Within fifteen (15) work days after receipt of the request the Board, or a committee thereof, shall hold a hearing with the secretary grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within ten (10) work days of the completion of the hearing.

Nothing herein is intended as an infringement upon or limitation of any rights under law, of an employee of the Board.

#### ARTICLE XI SALARY

1. Salaries for the Association are based upon the following guide:

Step	Secretaries 10 months	Secretaries 12 months	Secretaries to 10 months	Principals 12 months	Secretary to Bd. Secretary 12 months	Secretary to Superintendent 12 months
Ţ.	\$ 6060.	\$ 7790.	\$ 6830.	\$ 8100.	\$ 8400.	\$ 8600.
2	6330.	7990.	7030.	8330.	8600.	8800.
3	6560.	8230.	7190.	8530.	8800.	9000.
4	6790.	8460.	7390.	8690.	9000.	9200.
5	7000.	8690.	7630.	9050.	9300.	9500.
6	7230.	8960.	7860.	9330.	9600.	9800.
7	7460.	9230,	8100.	9630.	9900.	10,100.
8	7690.	9530.	8360.	9930.	10,300.	10,500.
9	7960.	9960.	8800.	10,460.	10,800.	11,000.
10	8230.	9990.	9260.	10,980.	11,300.	11,500.
11	8530.	10,900.	9690.	11,490.	11,800.	12,000.
12	8890.	11,220.	10,160.	12,000.	12,450.	12,650.

Prior school experience is the only criterion for advanced placement on this guide.

After fifteen (15) years of continuous service in Cedar Grove a secretary becomes eligible for an honorarium of \$500. This honorarium is awarded on an annual basis for three years when it may become part of the base salary. Criteria for this honorarium shall be that the secretary has an outstanding performance and employee relations record.

All increments are granted on the recommendation of the Superintendent of Schools and with the approval of the Board of Education.

#### ARTICLE XII INSURANCE PROGRAM

During the 1977-78 school year the Board shall continue to make available the following health care protection:

- 1. The Board shall pay the full coverage premium to the New Jersey State Health Benefits Program provided the employee does not have similar coverage in the same or any other program.
- 2. The individual staff member shall be responsible for completion and filing of application forms with the Board Secretary. Coverage will become effective in accord with the terms of the insurance contracts held by the Board.
- 3. The Board and the Association are greatly concerned with the ever increasing cost of employees and their dependents' hospitalization and the unnecessary waste of insurance premium dollars because of duplicate coverage and the failure of employees to notify the Board Secretary's office of a change in the employees' status. Therefore, in an effort to avoid the unnecessary waste of insurance premium dollars, the Association agrees to urge its membership to terminate duplicate coverage and promptly file reports of change in status. Furthermore, each staff member will be required to list annually on a form distributed by the Board Secretary his or her eligible dependents with their birth dates and file said list in the Board Secretary's office by May 15 for the following school year.

#### ARTICLE XIII CHANGE OF ASSIGNMENT

- 1. Secretaries desirous of a change of assignment may request such consideration by writing a letter to the Superintendent of Schools with a copy to the building principal or immediate administrative officer.
- 2. Secretaries may be transferred within their job category. Notice of such change shall be given to the individual as soon as practicable. The secretary shall have the right to meet with her Association representative and the Superintendent to discuss the proposed assignment. If not satisfied at this point, the secretary and/or the Association representative may discuss the proposed assignment with the Board.
- 3. Ten month secretaries being assigned to a twelve month work year shall be given equal experience credit provided the change is within the same job category.
- 4. Part-time secretaries being assigned to full-time positions will be given credit on the basis of time worked.

#### ARTICLE XIV DURATION OF AGREEMENT

This agreement shall take effect on July 1, 1977 and end on June 30, 1978.

IN WITNESS WHEREOF, the Board and the Association have caused this agreement to be signed as of the date first above mentioned.

CEDAR GROVE BOARD OF EDUCATION

Sept. 12 1977	BY	Edward Redserfu
Date		President

CEDAR GROVE ASSOCIATION OF EDUCATIONAL SECRETARIES

Sept 12, 1977 BY Hazel M. Green
President