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CONTRACT
BETWEEN
CLIFTON ASSOCIATION OF
EDUCATIONAL SECRETARIES
AND
CLIFTON BOARD OF EDUCATION
1994-95, 1995-96,
1996-97, 1997-98
SCHOOL YEARS

07/01/94 ~ 06/30/98

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I: RECOGNITION	1
A. Unit Definition	1
B. Employee Definition	1
ARTICLE II: WORK YEAR	1
A. Definition	1
B. Daily Working Hour Requirements	1
C. Vacations	2
D. Additional Days Allowed With Pay	2
E. Summer Work Hours	2
F. Secretarial Day	2
ARTICLE III: SALARY GUIDES	3
A. Ten Month Secretary	3
B. Twelve Month Secretary	3
C. Longevity.	3
ARTICLE IV: AUTHORIZED ABSENCES	4
A. Procedure	4
B. Authorized Absences	4
1. Employee Illness	4
2. Bereavement	4
3. Jury Duty	5
4. Marriage	5
5. Personal Reasons	5-6
6. Maternity Leave	6
7. Deductions	7
8. Extended Illness Absence	7
ARTICLE V: ASSOCIATION RIGHTS	7
A. Release of Information	7
B. Pay During Negotiations	7
ARTICLE VI: EMPLOYEE RIGHTS	7
A. Internal Vacancy Notification	7
B. Discrimination Policy	7
C. Board of Education Policy Relationship	8
D. Possible Unlawful Agreement Terms	8
E. Grade and Pay Reduction Procedure	8
F. Grade Advancement	8
G. Personnel Files	8

TABLE OF CONTENTS (continued)

	<u>Page</u>
ARTICLE VII: SENIORITY	9
ARTICLE VIII: GRIEVANCE PROCEDURE	9
A. Definition	9
B. Procedures	10
ARTICLE IX: BENEFITS	10
A. Insurances	10
B. Retirement Allowance	10-11
C. Vacation Pay in the Event of Death	11
D. Retirement Benefits Payment in the Event of Death	11
ARTICLE X: MISCELLANEOUS	11
A. In-Service Workshop	11
B. Mileage	11
C. Agency Shop - Representative Fee	11
1. Purpose of Fee	11
2. Amount of Fee/Notification	11
3. Deduction and Transmission of Fee	12
D. Overtime	13

ARTICLE I
Recognition

- A. Unit - The Board recognizes the Clifton Association of Educational Secretaries as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for the following positions:

- TEN MONTH SECRETARIES - All Secretaries working ten months in all buildings.
- TWELVE MONTH SECRETARIES - All Secretaries working twelve months in the Middle and High Schools and the Administration Building.

For purposes of seniority the following groupings shall be used:

GROUP II - Payroll Secretaries, Transportation Secretaries, Purchasing Secretary, Data Entry Secretaries, Accounts Payable Secretary General Account Secretary.

GROUP I - All others.

The Executive Secretary to the Superintendent, the Administrative Secretary to the Superintendent, Administrative Secretary to the Assistant Superintendent and the Administrative Secretary to the School Business Administrator are expressly excluded.

B. Definition of Employee

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

ARTICLE II
Work Year

- A. The work year of employees shall be as follows:
1. All 10 month elementary secretaries shall not be required to be in attendance for more than two days in excess of the school calendar as it applies to the teaching staff.
 2. All 12 month secretaries shall work from July 1 to June 30 with vacation benefits as indicated.
- B. All 10 month employees shall work six and three quarter hours on regularly scheduled full days. All 12 month employees shall work six and one half hours on regularly scheduled full days. All elementary secretaries shall have the same dismissal time as the teaching staff on the last day of the school week except in an emergency situation when requested to remain by the principal.

C. Vacations

1. After twelve (12) months' service, twenty-two (22) working days for 12 month employees.
2. For service of less than one year, 12 month employees shall receive two (2) days per month of employment, not to exceed twenty-two (22) working days.
3. Effective July 1, 1988, new employees in this bargaining unit shall receive the following vacation, effective as of their anniversary date:

First year: 1 day per month up to 10 days.
After completing two years: 15 days
After completing four years: 20 days
After completing six years: 22 days

This provision shall in no way detract from the current employees' vacation schedule.

D. The following additional days off shall be allowed with pay:

1. Two (2) days during the New Jersey Educational Association Convention in the fall.
2. Snow Days - as called by the Superintendent of Schools.
3. Spring Recess

E. Summer Work Hours:

The summer schedule for all 12 month secretaries shall be from 8 A.M. to 3 P.M. with one hour for lunch each work day.

- F. One day each spring shall be designated by the Superintendent of Schools as Secretarial Day and be placed on the School Calendar. All secretaries shall be permitted to leave after working one half day (three hours and fifteen minutes).

ARTICLE III
Salary Guides

A. TEN MONTH

	<u>STEP</u>	<u>1994-95</u>		<u>1995-96</u>		<u>1996-97</u>		<u>1997-98</u>	<u>NEW *</u> <u>PLACEMENT</u>
	1	15308.		15308.		15308.		15308.	15834.
	2	16308.		16308.		16308.		16308.	16458.
	3	17308.		17308.		17308.		17308.	17094.
	4	18308.		18308.		18308.		18308.	17708.
	5	19308.		19308.		19308.		19308.	18334.
	6	20308.		20308.		20308.		20308.	18958.
	7	21308.		21308.		21308.		21308.	19584.
	8	22308.		22308.		22308.		22308.	20208.
MAX	95	23308.	M/96	23308.	M/97	23308.	M/98	23308.	20834.
MAX	94	24308.	M/95	24308.	M/96	24308.	M/97	24308.	
			M/94	25308.	M/95	25308.	M/96	25308.	
					M/94	26308.	M/95	26308.	
							M/94	27308.	

B. TWELVE MONTH

	<u>STEP</u>	<u>1994-95</u>		<u>1995-96</u>		<u>1996-97</u>		<u>1997-98</u>	<u>NEW *</u> <u>PLACEMENT</u>
	1	18370.		18370.		18370.		18370.	19000.
	2	19570.		19570.		19570.		19570.	19750.
	3	20770.		20770.		20770.		20770.	20500.
	4	21970.		21970.		21970.		21970.	21250.
	5	23170.		23170.		23170.		23170.	22000.
	6	24370.		24370.		24370.		24370.	22750.
	7	25570.		25570.		25570.		25570.	23500.
	8	26770.		26770.		26770.		26770.	24250.
MAX	95	27970.	M/96	27970.	M/97	27970.	M/98	27970.	25000.
MAX	94	29170.	M/95	29170.	M/96	29170.	M/97	29170.	
			M/94	30370.	M/95	30370.	M/96	30370.	
					M/94	31570.	M/95	31570.	
							M/94	32770.	

LONGEVITY - Three percent (3%) after six years
 Four percent (4%) after thirteen years
 Five percent (5%) after twenty years

* All employees hired after June 30, 1995 will be placed on this guide.

ARTICLE IV
Authorized Absences

A. Procedure - When unable to report to work, the individual employee shall call the answering service (number will be provided at the beginning of the school year) as soon as possible, stating the employee's name, assignment, reason for and date(s) of absence. Employees traveling within the school district shall also notify the answering service.

B. Authorized Absences

1. Employee Illness

Fifteen (15) full sick days for 12-month employees and twelve (12) full sick days for 10-month employees. There is no limit to the number of sick days that may be accumulated subject to the provision herein.

In addition to the foregoing benefits, all employees will be allowed additional benefits as follows: If illness continues beyond the sick days allotted and the accumulations credited to the employee have been exhausted, the employee may petition the Board to grant additional leave time as provided in 18A:30-6.

2. BEREAVEMENT

- a. Four (4) consecutive school days following the date of death for each herein specified, without salary deduction, shall be allowed for the death of a father, mother, brother, sister, husband, wife, child, grandfather, grandmother, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law and legal guardian. Providing, however, should this leave be interrupted by the end of a ten (10) month work year for a ten (10) month employee, it shall not carry over into the next school year but shall terminate with the end of the ten (10) month work year.
- b. A six-month non-paid leave of absence shall be granted upon request to secretaries who need to care for an ill family member, as defined above in 2 a), or any other family member as determined by the Board.

3. Jury Duty

All employees who are called to serve on jury duty shall receive their full salary during the period of jury duty less the amount of compensation paid them for jury service.

4. Marriage

A maximum of five (5) school days during the year with a deduction of 1/240 for 12-month employees and 1/200 for 10-month employees of the annual salary for each day.

Military leaves shall be granted on the individual basis in accordance with the existing New Jersey Statutes, without salary deduction. Employees who are members of the Reserve or National Guard shall request his or her superior officer to allow him or her to fulfill his or her military requirements during the summer vacation.

5. Personal Reasons

a. Employees shall be granted three (3) personal days per contract year. These personal days will be noncumulative, except that personal leave days not used in any school year will be converted to sick leave days at the end of the year and added to the secretary's accumulation.

b. One or more of the following categories are eligible reasons for taking personal days:

- 1) Death (Except as indicated in Article IV, B, 2 above.)
- 2) Illness (Except personal illness as indicated in Article IV, B, 1.)
- 3) Court Order
- 4) Religious Observances
- 5) Personal affairs of a non-recreational nature and personal affairs or professional affairs which might not be carried out after school hours or weekends. Conventions of all types are not approved. Exceptions shall be made subject to Board approval.

c. Whenever possible, written notice of intention to utilize a personal day must be given in advance to the Personnel Office. If advance notice is not possible, the employee will notify the Personnel Office in writing of the fact that she/he has used a personal day after she/he has utilized that day.

6. Maternity Leave

The Board shall grant maternity leave without pay to any secretary upon the request subject to the following stipulations and limitations:

- a. The Board may remove any pregnant secretary from her duties on the basis of pregnancy only for one of the following reasons:
 - 1) Her performance substantially declines from the period preceding pregnancy.
 - 2) Her physical condition or capacity renders her incapable of performing her assigned duties, which shall be deemed to exist if, (a) the pregnant secretary fails to produce a physician's certificate that she is medically able to continue working, or: (b) The Board's physician concludes that she is unable to continue working at her assigned position.
- b. The Board shall grant an unpaid leave of absence for pregnancy and for birth for a period not to exceed one (1) calendar year, plus the current school year, if the following conditions are met.
- c. Any secretary seeking such leave shall apply to the Board at least sixty (60) days prior to the beginning of the leave for maternity leave. At the time of application, the secretary shall specify in writing the date upon which she wishes to commence leave and the date upon which she wishes to return to work. Both the secretary and her spouse must certify to the Board that the secretary requesting maternity leave for an extended period must be the child rearing spouse.

The Board may require any secretary to produce a certificate from a physician in support of the requested leave dates. The physician's certificate is subject to agreement by the Board's physician. Where medical opinion is supportive of the leave dates requested, such leave shall be granted by the Board, except that the Board may change the requested date upon finding that the grant of a leave for the dates stipulated and medically confirmed would substantially interfere with the administration of the school.

Following the grant of such leave to any secretary, the commencement and termination dates thereof may be further extended or reduced for medical reasons upon application by the secretary to the Board. Such extension or reduction shall be granted by the Board for an additional reasonable period of time except that the Board may alter the requested dates upon finding that such extension or reduction would substantially interfere with the administration of the school and provided that such change is not medically contraindicated. The Board may require any secretary to produce a physician's certificate in support of the requested change and is subject to agreement by the Board's physician.

- d. Any secretary granted maternity leave without pay according to the provisions of this section may, at her discretion, elect to substitute all or a portion of her accumulated sick time in lieu thereof and receive full pay and benefits for the same, but only to the extent that the absence from school is a result of pre or post birth illness. It should be presumed that such illness exists for one month before and one month after birth. Any departure from this presumption must be medically substantiated.

e. Upon return from a maternity leave of absence, the secretary shall be reinstated in her same position.

f. The Board is under no compulsion to continue the employment of a non-tenured secretary beyond the contracted period so long as the non-renewal of employment is not based solely upon a condition of pregnancy or childbirth.

The maternity leave period shall not be counted for tenure purposes.

g. Advancement on the Salary Guide shall be based upon the date of commencement of the leave of absence. The secretary shall be granted a full Salary Guide step if she/he works more than ninety (90) school days. Working less than ninety (90) days shall result in no advancement on the Salary Guide.

7. Deductions

Any deductions or additions to/from payroll shall be based on 1/240 of annual salary for 12-month employees and 1/200 of annual salary for 10-month employees.

8. After the fifth day of absence, a physician's certificate may be requested to substantiate justification for further absence due to medical reasons.

ARTICLE V Association Rights

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time any information permissible under law.
- B. Whenever any 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, she shall suffer no loss of pay.

ARTICLE VI Employee Rights

- A. In keeping with the Board's policy regarding Affirmative Action, and with respect to the laws pertaining to "Openness in Government", the Board of Education agrees to advertise within the system all vacated secretarial positions within twenty (20) school days of the acceptance of a resignation or retirement of the employee creating the vacancy or approval by the Board of Education of a new secretarial position, so that any secretary may apply for a transfer if desired.
- B. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly demonstrate that there is no discrimination in the hiring, training, assignment, promotion, transfer or disciplining of secretaries or in the application of this Agreement on the grounds of race, color, creed, religion, national origin, sex, domicile, or marital status.

- C. Board practice, rules, regulations or policies relating to terms and conditions of employment applicable to employees shall continue in force and effect during the terms of this Agreement except as this Agreement shall otherwise provide.
- D. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- E. No secretary shall be reduced in grade or suffer loss of compensation or shall be deprived of any professional advantage without just cause. Any such action taken by the Board or any agent or representative thereof shall be subject to the grievance procedure herein set forth.
- F. When a secretary is advanced from one grade to another, the employee shall remain at the former salary for a period of sixty (60) days. If the employee's work proves satisfactory and they remain in the advanced grade, they shall receive the salary for that particular grade and step retroactively for the sixty (60) days'.

G. Personnel Files

1. A secretary shall have the right, upon request, to review the contents of the secretary's personnel file up to twice a year on an appointment bases.
2. A secretary shall be entitled to have a representative of the Association, or designee, present at the time the personnel file is being reviewed by the secretary.
3. A secretary shall have the right to indicate those documents and/or other materials in their file which they believe to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his/ her designee and, if in the opinion of the Superintendent they are obsolete or otherwise inappropriate to retain, they shall be destroyed.
4. No material derogatory to a secretary's conduct, service, character or personality shall be placed in the employees personnel file unless the secretary has had an opportunity to review the material. The secretary shall acknowledge that she has had the opportunity to review such material by affixing 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 secretary shall also have the right to submit a written answer to such material within ten (10) school days following the conference between both parties involved and the employees answer shall be reviewed by the Superintendent or his designee and attached to the file copies.
5. The Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents.

ARTICLE VII
Seniority

In the event unit members must be laid off as a result of a reduction in force, said layoff will be made on the basis of seniority. Seniority within grouping shall be defined as continuous employment time in the Clifton Public School System in grouping as defined in the recognition clause. In Group I, for the purposes of seniority, Ten-month and Twelve month Secretaries shall be considered as one position, with the exception of those positions in Group II as listed in the recognition clause.

Any effected employee who bumps into a lesser salary classification shall retain her previously held salary in the high classification until the salary guide step in the lesser classification surpasses the salary she was earning in the previously held higher classification. In no event shall the salary paid to an employee in a lesser classification be higher than the salary paid on the same step in a high classification.

In the event a vacancy occurs, laid-off employees shall be entitled to recall in order of seniority in grouping.

No new bargaining unit member may be hired in grouping while unit members are still on layoff, with the exception of positions covered by Statute Title 18A:17-24.

When unit members are recalled to work, they shall be restored to the appropriate step on the salary scale receiving credit for all time served in Clifton. All accumulated sick time and all other benefits said employee has at the time of layoff shall be restored in their entirety, as well as any new benefits acquired by unit members, upon the return of the employee.

Seniority shall not be accumulated during the period of layoff or approved leave of absence. Upon recall or return from approved leave of absence, employees shall have their accumulated seniority to the date of layoff or commencement of approved leave of absence.

Notwithstanding any reference to groupings hereinabove, a nontenure employee shall be laid off prior to any tenured employee being laid off.

ARTICLE VIII
Grievance Procedure

A. Definition

A grievance is a claim by an employee, a group of employees, or by the Association, that the employee or the group has been harmed (or they have been injured) by the interpretation, application or violation of the Agreement, policies of the Board or by its administrative decisions which affect terms and conditions of employment.

B. Procedures

1. Any employee who has a grievance shall discuss it with the building principal or supervisor in an attempt to resolve the matter at that level.
2. If, as a result of the discussion, the matter is not resolved, the employee may set forth her grievance in writing with supporting reasons to the principal or supervisor, who shall then communicate his/her decision to the employee in writing with supporting reasons within six (6) work days.
3. If the aggrieved person is not satisfied with the disposition of her grievance at this point, or if no decision is rendered within six (6) work days, the employee may file the grievance with the Superintendent or his/her designee.
4. The appeal to the Superintendent or his/her designee shall be in writing, with supporting reasons, and shall set forth the grounds upon which the grievance is based. The Superintendent or his/her designee, shall arrive at a decision within ten (10) work days of receipt of written appeal. The Superintendent or his/her designee, shall communicate the decision in writing with the reasons for the decision.
5. If there is no satisfaction with the Superintendent or his/her designee's decision, the grievance then shall be communicated in writing to the Board of Education. The Board shall hear the grievance in executive session and make a determination within fourteen (14) work days from the date of its receipt and shall furnish its written findings to the association within forty-eight (48) hours thereafter.

ARTICLE IX INSURANCE PROTECTION

- . The Board agrees to pay full premium for each employee and his/her family covered by this Agreement for coverage as provided per the New Jersey State Health Benefits Plan for medical and prescription insurance.
- . The Board agrees to pay full premium for full family coverage for a dental plan which includes the following elements:
 - (1) prevent and diagnostic - 100%
 - (2) basic services 80/20 copay
 - (3) prosthodontic benefits 50/50
 - (4) orthodontic benefits 50/50

The maximum amount of services excluding orthodontic shall be \$1800.00 per calendar year. Orthodontic benefits are subject to a \$1000.00 maximum per case which is separate from the \$1800.00 maximum per year for other covered services.

- C. The Board shall make every reasonable effort to continue to provide a group rate medical plan available to retirees.

B. Retirement Allowance

The Board agrees that upon retirement from active service in accordance with the regulations set down by the Public Employees' Retirement System it shall continue the retiree on the payroll until 34% of the eligible unused sick days has been exhausted, payable at the final year's salary or at the employee's option, the Board shall pay the employee 34% of the eligible unused sick days in a lump sum. The Employees taking deferred retirement are not eligible for this benefit.

If the employee wishes the cash benefit, it will be implemented according to the following examples:

A 12-month employee at retirement having 100 unused sick days shall be entitled to 34% of the 100 days, or 34 days multiplied by 1/240th of the annual salary being paid said employee at time of retirement.

A 10-month employee at retirement having 100 unused sick days shall be entitled to 34% of the 100 days, or 34 days multiplied by 1/200th of the annual salary being paid said employee at time of retirement.

- C. In the event of death while in the employ of the Clifton Board of Education, payment at full salary of unused vacation days shall be made to the estate of the deceased.
- D. In the event of death while in the employ of the Clifton Board of Education, payment of retirement benefits shall be paid to the estate of the employee.

ARTICLE X
Miscellaneous

- A. The Board agrees to allow an in-service workshop for secretarial personnel on day(s) designated for "Teacher Institute" for the purpose of clarification and instruction of procedures established by the Board of Education.

B. MILEAGE

All Secretaries who are required to travel between buildings shall be reimbursed for the use of their own car. Said reimbursement shall be at the IRS rate.

C. AGENCY SHOP - REPRESENTATION FEE

1. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representatives.

2. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board of Education in writing of the amount of

the regular membership dues, initiation fees and assessments charged by the Association to its own members for the membership year. The representation fee to be paid by moneylenders will be determined by the Association in accordance with the law.

3. Deduction and Transmission of Fee

a. Notification

On or about the 15th of September of each year the Board will submit to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

b. Payroll Deduction Schedule

The Board will deduct from the salaries of the employees referred to in Section C-3-a the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.

c. Termination of Employment

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

d. Procedure for Transmission of Fee

Except as otherwise provided in this Article, the procedure for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

e. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than (10) days after the Board received said notice.

f. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the proceedings thirty (30) day period. The list will include names, social security numbers, job titles, dates of employment and places assigned for such employment. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.

