

AGREEMENT

Between

**LOWER CAPE MAY REGIONAL SCHOOL DISTRICT
BOARD OF EDUCATION**

and

SECRETARIAL/CLERICAL STAFF

of the

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT

For the School Years

2005 - 2008

**LOWER CAPE MAY REGIONAL SCHOOL DISTRICT
SECRETARIAL/CLERICAL CONTRACT JULY 1, 2005 – JUNE 30, 2008**

I. APPROVED HOLIDAYS

- A. During the regular school year the holidays for the secretarial/clerical staff will be the same as the holidays indicated on the school calendar adopted each year by the Board of Education. In addition, secretaries/clerk typists shall have Independence Day and Labor Day as holidays. If the holiday occurs on a Saturday, secretaries/clerk typists shall have the prior Friday off. If the holiday occurs on a Sunday, secretaries/clerk typists shall have the following Monday off.
1. Any of these are to be considered regular work days if it should become necessary (due to excessive closing caused by inclement weather) to conduct classes for pupils.
 2. In addition, the secretaries/clerk typists shall be excused from work on such days that weather conditions necessitate closing school for students.

II. INSURANCE PROTECTION AND PRESCRIPTION POLICY

- A. The Board of Education will assume the cost of the coverage as set forth in the New Jersey State Health Benefits Program, or its equivalent, for the entire family. Said coverage includes Blue Cross, Blue Shield, Rider J., and Major Medical, or its equivalent. Persons enrolled in any non-NJ Plus program will be eligible for \$150. of Fringe Bank coverage beginning July 1, 2005. Beginning in the 1996/97 school year, all new hires selecting traditional coverage shall pay the difference between the traditional and PPO (New Jersey Plus) rate. If the Board of Education changes to another health benefits provider, a mandatory second opinion on surgery provision is to be included.
- B. The Board of Education shall provide a description of conditions and limits of coverage as listed above.
- C. Beginning July 1, 2005, during the life of this agreement, the Board of Education shall create an account for persons enrolled in the NJ Plus program only, of \$900.00 for the first year of the contract (2005/2006), and \$900.00 for the second year of the contract (2006/2007), and \$925.00 for the third year of the contract (2007/2008), which shall be for the purpose of reimbursing each full time employee, covered by this agreement for any medical expense for himself/herself or his/her family which is not covered by any other insurance provided herein. Any medical expense not reimbursed during any given year may be applied to the following year if the total aggregate amount does not exceed the sum of those two (2) years. Medical receipts may not be utilized beyond two (2) school year periods. Any unused funds from a given school year may only be carried over one (1) school year. Any first year secretary will not be eligible for fringe bank reimbursement. Also, any medical bills during this period will not be reimbursed the following year.

A committee will be formed to review a possible 125 (c) plan or such alternative, the cost of which will not exceed the amounts above.

III. VACATION LEAVE POLICY

- A. After employment of one full year, secretaries/clerks shall be entitled to vacation leave totaling two (2) calendar weeks; after five years of employment, vacation leave will increase to three (3) calendar weeks; after twenty years, vacation leave will increase to four (4) calendar weeks.
- B. All twelve month employees shall be entitled to vacation pay even though their services terminated prior to the close of the fiscal period.
- C. Vacation privileges are not affected by extended absence that is covered by approved accumulated sick leave.
- D. When absence from the job is prolonged (over and beyond the approved accumulated sick leave) then vacation leave shall be based on the ratio of total time on the job during the fiscal year.
- E. Vacations are to be arranged so complete office continuity is maintained. The building principal/supervisor will first approve the dates before they become effective. The Superintendent will have final approval. Seniority shall have preference. June 1st, each year will be the deadline for receiving vacation requests; subject to change with building Principal and Superintendent's approval.
- F. Effective with the 1986/87 contract year, and continuing, secretaries/clerks will be able to carry over half of current year earned vacation time. The only exception to the foregoing would be with the approval of the Superintendent. No more than two weeks vacation may be taken at any one time, except with the prior approval of the building Principal and Superintendent. NOTE: Further clarification of Section F is incorporated as Addendum A of the new contract (see attached). Beginning in the 1997/98 school year, half of the yearly vacation time must be taken in the summer, unless a change is requested by the Building Principal/Supervisor, based on demonstrated need.

IV. GENERAL

A. Office Hours:

1. School calendar – secretaries/clerks workday shall be eight hours per day, including a forty-five minute lunch, to commence not earlier than 7:00 a.m., and terminate not later than 4:30 p.m.
2. Partial summer hours 8:00 a.m. – 3:00 p.m. to begin the day following students last day of school and continue until June 30th.
3. Summer Hours: 8:00 a.m. – 2:00 p.m.

B. Break Periods:

1. A fifteen (15) minute break period will be provided to personnel for personal needs during both morning and afternoon.

C. Tenure:

1. Tenure shall be acquired by all secretaries/clerks after satisfactory employment following a period of three (3) consecutive calendar years in accordance with state statutes.

D. Overtime:

1. Overtime shall be compensated at the rate of 1 ½ time the hourly rate. The over-time rate is only involved when the actual hours worked in a week exceeds 40 hours. All other extra time prior to 40 hours shall be at a regular salary.

V. LEAVES OF ABSENCE

A. Sick Leave:

1. As of July 1, 1986, all secretaries/clerks shall be entitled to one sick leave day per full month of employment accumulative with no maximum limit. After three (3) consecutive days of absence due to illness, a doctor's written certification will be submitted.
2. Secretaries/clerks who retire from the District and qualify for pension in accordance with the provisions of the Public Employees Retirement System shall be reimbursed for unused sick leave at the rate of 20% of her per diem (calculated at 1/240th of annual salary at the time of retirement) rate provided at last ten (10) years of employment has been completed in the Lower Cape May Regional School District, and 30% of per diem after 18 years of employment has been completed in the Lower Cape May Regional School District.

The estate of any employee with 20 years of service in the district who becomes deceased during the term of his/her employment shall be entitled to 15% of value of accumulated sick leave. Any secretarial/clerical staff member with 18 years service in the district, who has in excess of 100 accumulated sick days, may sell back up to 10 days annually at \$45. per day. Application is to be made on June 15th, made payable by June 30th.

B. OTHER LEAVES

1. Personal Leave:

First year of service – one personal day, second year of service – two personal days, three or more years of service – three personal days. The number of personal days becomes effective July 1, 1986 for all newly employed staff. Personal leave days are to be utilized only for personal business or legal or family matters that cannot be conducted outside the normal work day. Personal leave shall not be used for recreation, entertainment, other employment, or for matters which can be scheduled outside of school hours. At the end of the school year, unused personal days will be converted to sick days and added to the allotment in "A" above. Application to the secretary's principal or other immediate supervisor for personal leave shall be made at least two days before taking such leave. In the event of an emergency which precludes the provision of two days written notice, said notice shall be provided at the earliest possible time.

2. Attendance incentive:

10 month	no sick days	\$300.
10 month	no personal or sick days	\$400.
12 month	no sick days	\$400.
12 month	no sick or personal days	\$500.

Persons requesting and receiving unpaid leaves of absence, including all types of military service, shall not be eligible for an attendance bonus during that school year. Persons out of work due to workmen's compensation, but who otherwise fulfill the requirements for perfect attendance mentioned above, shall receive a pro-rated share of the bonus, based upon a 183 day school year for 10 month employees, and a 240 day school year for 12 month employees. As an example, a twelve month employee on workmen's compensation for 45 days would receive 81.3% (195 divided by 240) of the appropriate bonus.

3. No use of personal day or days shall immediately precede or immediately follow a holiday or vacation period except in an emergency or in the case of a religious holiday on which the tenets of a person's religion require abstinence from work.
4. Any use of a personal day around a weekend must be submitted at least one week in advance.
5. If more than 2 personal days are used consecutively, a statement of the reason will be required for the last day.
6. If a sick day precedes or follows a personal day a physicians note will be required by the Superintendent on his/her designee.
7. Time necessary for appearance in any legal proceedings connected with the secretary's employment or with the school system will not result in the loss of pay or personal leave days.
8. In cases where the secretary is quarantined by an appropriate governmental agency, no loss of pay or personal leave days shall result.
9. No more than one secretary per each office area may receive the same day off for personal leave. In the event that someone requests an emergency personal day that exceeds the limitation previously stated then the specific reason for such leave must be

- given in writing. The Superintendent has the discretion in those cases to approve or disapprove the leave requests.
10. The Superintendent's decision will be binding and not grievable under Article XII of the Board of Education/Association agreement.
 11. Critical Illness and Bereavement Leave:
 - a. Critical Illness defined as admission to a hospital with a critical or serious condition or life threatening situation or same day surgery as certified by a physician, for members of the employee's immediate family defined as spouse, children, mother, father, sister, brother, grandchildren and grandparents shall constitute an excused absence of up to 5 days per occurrence. Critical illness of in-laws shall constitute up to 5 days leave per year. In the event of more than one in-law being critically ill, employees may request additional time, which is subject to denial by the Superintendent in accordance with the needs of the school system. The Superintendent's decision shall be non-arbitrable. Use of critical illness days during a school year will make a secretary ineligible for the attendance bonus.
 - b. Bereavement leave in the event of the death of an employee's immediate family member defined as father, mother, sister, brother, grandparents, grandchildren and in-laws shall constitute an excused absence of up to 5 days per occurrence. Bereavement leave in the event of death of an employee's spouse or children, natural or adopted, shall constitute up to 10 days excused leave per occurrence.
 - c. In the event of a death of a close friend or other relative, employees may request one day of leave, which is subject to denial by the Superintendent in accordance with the needs of the school system. This day can only be used if no personal days remain. The Superintendent's decision shall be non-arbitrable.

VI. MATERNITY LEAVE

- A. Secretaries /clerks may apply for and be granted sick leave due to pregnancy, for a period not to exceed four (4) weeks before and four (4) weeks after delivery of the child. Medical certification shall be required in accordance. The Board of Education retains the right to have its own physician verify the medical certification. The number of sick leave days shall not exceed the number the individual has accumulated.

VII. CHILD REARING LEAVE

- A. Secretaries/clerks may apply for and may be granted child-rearing leave for the balance of the school year during which the childbearing leave, specified, occurs. Secretaries/clerks absent less than ninety (90) school days shall receive an increment, the following year upon return and all benefits shall be restored.

VIII. TRAVEL REIMBURSEMENT

- A. In the event secretaries/clerks should have to use her automobile for school related travel such as banking, pick up and/or delivery of school materials, conferences (employment related), she shall be compensated the standard mileage by IRS as of July 1st of the contract year.

IX. NEW AND PRESENT EMPLOYEES

- A. Recommendation for salary step placement for the new personnel will be at the discretion of the Superintendent.
- B. It is hereby agreed that any clerk typist or secretary that is working directly for an administrator/supervisor shall be on the secretary salary guide.
- C. Any position that is created or becomes available, it is hereby agreed that it be posted upon its availability.

X. EMPLOYEE IMPROVEMENT

- A. The Board of Education agrees to pay up to one hundred and twenty five dollars (\$125.00) per year toward tuition incurred in connection with job-related instruction courses, which are part of a secretarial certification program, with prior approval of the Superintendent of Schools.
- B. Verification of tuition shall be submitted with the voucher for payment upon successful completion of the course.

XI. EVALUATION

- A. Each member of this unit will have an overall written evaluation of his/her job performance once each school year. The evaluation will be done by the member's immediate supervisor and be reviewed by the building Principal and/or the District Superintendent. The written evaluation will be reviewed at a conference with the evaluator. The unit member will sign the evaluation which signifies the receipt of the evaluation. A copy of the evaluation will be placed in the unit member's personnel file.
- B. A unit member shall have the right, upon request, to review his/her personnel file at least once a year. The member shall have the right to indicate those materials which the member believes to be obsolete or otherwise inappropriate to retain. Said materials shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed. The Superintendent or his designee shall make the final decision. No material derogatory to unit member's conduct, service, character or personality shall be placed in his/her personnel file unless the unit member has an opportunity to review the material. The unit member shall acknowledge that he/she has had the opportunity to review such material by affixing 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 unit member shall also have the right within thirty (30) calendar days of the receipt of such material to submit a written answer to such material and his/her answer shall be reviewed by the Superintendent or his designee and attached to the file copy. The Superintendent or a member of his staff shall acknowledge receipt of said answer by initialing, dating and returning to the unit member a duplicate of said answer, which duplicated copy shall be supplied by the unit member. The Board of Education will not establish any personnel file which is not available for the unit member's inspection. During the evaluation, the evaluator shall take into consideration the work load of the secretary/clerk typist.

XII. GRIEVANCE PROCEDURE

A. Purpose

It is the policy of the Board of Education that all grievances be resolved informally or at the earliest possible stage of this grievance procedure. However, the Board of Education recognizes that the procedure must be available without any fear of discrimination because of its use.

B. Definitions:

1. A "grievance" is any alleged violation of this agreement or any dispute with respect to all matters concerning the terms and conditions of a unit member's employment.
2. An "aggrieved party" can be a unit member of the Board of Education.

C. Submission of Grievances:

1. Each grievance shall be submitted by the aggrieved party in writing within twenty-one (21) calendar days after the occurrence of the grievance.

D. Grievance Procedures:

1. The aggrieved party shall first submit the grievance in writing to the Principal.
 - a. The Principal shall have ten (10) calendar days from the date of submission to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance, or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted if no decision is rendered, move the grievance to the Superintendent.
2. The aggrieved party shall submit the grievance in writing to the Superintendent. The Superintendent shall have ten (10) calendar days in which to render a decision. If the aggrieved party is not satisfied with the disposition of the grievance or if no decision has been rendered within ten (10) days, the aggrieved party may, within six (6) calendar days after the decision has been rendered or sixteen (16) calendar days after the grievance was submitted to the Superintendent if no decision is rendered, move the grievance in writing to the Board of Education.
3. The aggrieved party shall submit the grievance in writing to the Board of Education via the Board of Education Secretary. The Board of Education shall have thirty-five (35) calendar days in which to render a decision.

XIII. DURATION

This agreement shall be in full force and effect as of July 1, 2005 and shall remain in effect to and including June 30, 2008. This agreement shall continue in full force and effect from year to year thereafter, unless one party or the other gives notice, in writing, of a desire to change, modify or terminate this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on this

_____ *date*

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT:

BY:

President, Board of Education

Business Administrator/Board Secretary

SECRETARY/CLERK REPRESENTATIVES:

BY:

Addendum "A"

LOWER CAPE MAY REGIONAL SCHOOL DISTRICT
SECRETARIAL/CLERICAL CONTRACT

2005 - 2008

Vacation Leave Policy – Clarification of item "F"

An Employee with ten (10) days earned vacation time per year

- At least five (5) days must be used during the summer months.
- Up to five (5) days (1/2 of current year earned vacation time) may be carried to the following year – to use or lose.

An employee with fifteen (15) days earned vacation time per year

- At least five (5) days must be used during the summer months.
- Up to seven and one-half (7 ½) days (1/2 of current year earned vacation time) may be carried to the following year – to use or lose.

An employee with twenty (20) days earned vacation time per year

- At least five (5) days must be used during the summer months.
- Up to ten (10) days (½ of the current year earned vacation time) may be carried to the following – to use or lose.

Further Clarification

In no case shall the vacation time carried over to the next year exceed one half (1/2) of that earned in the current year, e.g.: Only one-half (1/2) of vacation time earned in the 1993/94 school year may be carried over to the 1994/95 school year.

In no case may carry-over time be attached to the following years earned vacation time for halving. Carry-over time must be used or it will be lost if not used in the carry-over year. Carry-over vacation time must be used before current year vacation.

Addendum "B"

The following new Secretarial/Clerical position classifications are agreed upon as follows:

10 month:

No vacation

Pro-rated salary (5/6th's)

10 sick days

Same personal days

Benefits – health and fringe

All other secretarial benefits

11 month:

½ number of vacation days

Pro-rated salary (11/12th's)

11 sick days

Same personal days

Benefits – health and fringe

All other secretarial benefits