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AGREEMENT

between the

WESTWOOD EDUCATIONAL SECRETARIES ASSOCIATION

and the

Westwood Regional School District Board of Education

BOARD OF EDUCATION OF THE WESTWOOD REGIONAL SCHOOL DISTRICT (Employer).

COUNTY OF BERGEN, NEW JERSEY

X 1987-88  
1988-89  
1989-90

X July 1, 1987 - June 30, 1990

## AGREEMENT

This is an agreement between the Westwood Regional Board of Education, hereinafter called the Board, and the Westwood Educational Secretaries Association, hereinafter called the Association. It shall become effective as of July 1, 1987 and shall continue in effect until June 30, 1990 or until a subsequent successor agreement has been negotiated.

All present policies shall remain in effect except for such additions and changes as indicated hereafter.

### I. RECOGNITION

- A. Pursuant to Chapter 303, Laws of 1968, as amended, of the State of New Jersey, known as the New Jersey Public Employer-Employee Relations Act, the Westwood Regional Board of Education hereby recognizes the Westwood Educational Secretaries Association as exclusive representative for the purpose of collective negotiations for all full-time secretarial and clerical personnel under contract to the Board of Education with the exception of the secretary to the Superintendent, the secretary to the Assistant Superintendent, the secretary to the Business Administrator-Board Secretary, budget bookkeepers and payroll bookkeepers.
- B. Unless otherwise indicated, the term Secretaries, when used hereinafter in the Agreement, shall refer to all personnel represented by the Association.

### II. NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 303, Public Law of New Jersey, 1968, in a good-faith effort to reach agreement concerning the terms and conditions of secretaries' employment. Any Agreement negotiated shall apply to the unit defined in Article I, shall be reduced to writing, shall be ratified by the Association, shall be adopted by the Board, and shall be signed by the Association and the Board.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### III. SICK LEAVE

- A. All 12-month secretaries shall be entitled to 12 sick days per year; 10½ month secretaries shall be entitled to 11 sick days per year; 10-month secretaries shall be entitled to 10 sick days per year. Secretaries entering the school district during the school year will be pro-rated on the basis of one day per month for each full month of employment.

### IV. TEMPORARY LEAVE OF ABSENCE

- A. Secretaries shall be entitled to nonaccumulative leave of absence with full pay for the following reasons:
1. One day to attend graduation exercises of the employee or the employee's children
  2. Required appearance in court
  3. Not to exceed 5 days for the death and the death connected illness of a member of the immediate family. Immediate family shall be understood to mean parents, spouse, child, brother, sister, or long time member of the immediate household.

Not to exceed 1 day may be granted to attend the funeral of a relative not in the immediate family or for a close associate if prior approval has been granted by the Superintendent of Schools.

In case of unusual or extenuating circumstances, evidence may be presented to the Superintendent that could result in the approval of an additional allowance.

All leaves of absence referred to in this section are subject to the following:

- A. At least five (5) school days notice shall be given in requesting a personal day through the immediate superior. Lacking such notice, the absence will be considered unauthorized and the secretary's pay will be deducted on a pro rata basis of the employee's annual salary. The five (5) school days notice will be waived in cases of extreme emergency with no deduction in salary.
- B. Extensions to any temporary leaves of absence referred to in Section A as outlined above may be made at the discretion of the Superintendent of Schools.
- C. Requests for personal days shall be made on the Personal Leave Request form.
- D. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the Secretary is entitled.

#### V. HOLIDAYS

Secretaries will follow the same holiday schedule as set forth in the School Calendar for the fiscal year.

#### VI. VACATIONS

- A. As of June 30 of any given year, twelve month secretaries completing one to seven years of service shall receive a vacation of ten working days in the following July or August. An employee completing a part of a year shall have a pro-rated vacation.
- B. As of June 30 of any given year, twelve month secretaries completing eight years of service shall receive a vacation of fifteen working days in the following July or August.
- C. That the two (2) B category secretaries as of the 1986-87 school year, presently at maximum, shall be grandfathered for entitlement to twenty working days of vacation. These secretaries will have the option of taking vacation for fifteen days and be paid for five working days in addition to their regular pay.
- D. After 12 years of service, 10½ month secretaries shall receive an additional 1/44 to be added to their next year's pay schedule. In case of termination at the end of any given year on June 30, such 10½ month secretary shall be entitled to 1/44 of the secretary's salary on the next year pay schedule in payment of this additional week of vacation entitlement. In case of termination other than on June 30, an equitable financial settlement shall be made. Those 10½ month Secretaries presently receiving an additional 1/44 vacation pay shall continue to receive it as part of their contractual salary. No additional personnel shall be eligible for this entitlement effective July 1, 1976.

## VII. MISCELLANEOUS PROVISIONS

- A. The Superintendent shall notify the President of the Westwood Educational Secretaries Association of any secretarial vacancies as they become available.
- B. Secretaries planning to leave the District shall be required to give 30 days notice.

## VIII. WORKING CONDITIONS

### A. Hours:

- 1. A normal work week for employees hired as office personnel shall consist of five (5) working days; namely Monday, Tuesday, Wednesday, Thursday, and Friday.
- 2. A normal work week shall consist of thirty-five (35) hours (excluding lunch).

## IX. INSURANCE COVERAGE

Secretaries shall participate fully in any insurance coverage or other medical benefits offered by the Board in the contract of the Westwood Education Association. As of July 1, 1984, the Board will permit retirees to remain in the dental, optical and/or prescription plans by paying the Board the appropriate monthly premiums in advance. The Board and Association shall be saved harmless in the event this benefit cannot be implemented.

## X. GRIEVANCE PROCEDURE

A grievance shall mean a complaint by an employee based upon the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. The term grievance shall not apply to any matter which (1) a method of review is prescribed by State Law or State Board of Education Rule having the force and effect of law, or (2) the Board is without authority to act or (3) a complaint of a non-tenured employee which arises by reason of the final decision of the Board not to re-employ the employee. As used in this definition the term "employee" shall mean also a group of ~~employees~~ having the same grievance. An employee shall have the right to present the grievance or designate representatives of the Westwood Educational Secretaries Association or another person of their own choosing to appear with the employee or for the employee at any step in the procedure. A grievance to be considered under this procedure must be initiated by the employee within 30 calendar days of the action or deed which prompted the grievance.

- A. An employee who has a grievance shall discuss it first with the Principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.
- B. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, the employee shall set forth the complaint in writing to the Principal or Supervisor. The Principal or Supervisor shall communicate the decision to the employee in writing within 3 school days of receipt of the written complaint.

## X. GRIEVANCE PROCEDURE (cont.)

- C. The employee may appeal the Principal's or Supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Principal or Supervisor, shall confer with the concerned parties and, upon request, with the employee and Principal (Supervisor) separately. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the Principal or Supervisor.
- D. Further Appeal
1. If the grievance is not resolved to employee's satisfaction after reaching the Superintendent, the matter may be referred to the local Association for consideration. The Association shall make a determination as soon as possible, but within a period not to exceed 10 school days, notifying the employee in writing of that determination.
  2. If the Association determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board.
  3. If the Association determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the Principal, the Superintendent, and the Board.
  4. An employee whose grievance has been determined to be without merit by the Association shall retain the right to appeal in writing to the Board.
- E. If the grievance is not resolved to the employee's satisfaction, the employee may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within 30 calendar days.
- F. An appeal from the decision of the Board may be made directly to the Commissioner of Education.

## XI. WITHHOLDING OF INCREASE

Increases are not automatic and may be withheld from secretaries or clerks by the Board of Education upon the recommendation of the Superintendent that performance has been below acceptable standards. Increases withheld for this reason shall be deemed to have been lost.

Said decision to withhold an increase shall be subject to the grievance procedure.

Special increases may be granted by the Board of Education upon the recommendation of the Superintendent or on their own volition in the best interest of the school district.

## XII. REPRESENTATION FEE

### A. Purpose of Fee

If a secretary 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 to offset the costs of services rendered by the Association as majority representative. Membership fee is to include that of W.E.S.A., B.C.E.A., N.J.F.A., and any other fee required.

### B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be equal to the maximum allowed by law.

### C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any secretary who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each secretary during the remainder of the membership year in question. The deductions will begin 30 days after the secretary begins her employment in a bargaining unit position.

### D. Termination of Employment

If a secretary who is required to pay a representation fee terminates 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 secretary during the membership year in question and promptly forward same to the Association.

### E. Mechanics

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

## XIII. REDUCTION IN FORCE

Reduction in force and recall will be based on seniority and evaluation.

## 1987-88

Step	B	C/12	C/10½	D/12	D/10½	D/10
1	12894	12009	11269	11526	10458	9757
2	13675	12795	11743	12031	11021	10120
3	14455	13358	12217	12535	11583	10482
4	15238	13920	12690	13039	12145	10844
5	16018	14483	13179	13733	12707	11274
6	16800	15269	13668	14428	13270	11708
7	17579	16055	14156	15121	13832	12138
8	18360	16840	14646	15815	14394	12571
9	19141	17627	15376	16510	14957	13004
10	19931	18416	16108	17201	15523	13523
		21101	16597			14303
			19627			15693

## 1988-89

Step	B	C/12	C/10½	D/12	D/10½	D/10
1	13668	12729	11945	12218	11085	10342
2	14496	13563	12448	12753	11682	10727
3	15322	14159	12950	13287	12278	11111
4	16152	14755	13451	13821	12874	11495
5	16979	15352	13970	14557	13469	11950
6	17808	16185	14488	15294	14066	12410
7	18634	17018	15005	16028	14662	12866
8	19462	17850	15525	16764	15258	13325
9	20289	18685	16299	17501	15854	13784
10	21127	19521	17074	18233	16454	14334
		22367	17593			15161
			20805			16635



## 1989-90

Step	B	C/12	C/10½	D/12	D/10½	D/10
1	14488	13493	12662	12951	11750	10963
2	15366	14377	13195	13518	12383	11371
3	16241	15009	13727	14084	13015	11778
4	17121	15640	14258	14650	13646	12185
5	17998	16273	14808	15430	14277	12667
6	18876	17156	15357	16212	14910	13155
7	19752	18039	15905	16990	15542	13638
8	20630	18921	16457	17770	16173	14125
9	21506	19806	17277	18551	16805	14611
10	22395	20692	18098	19327	17441	15194
		23709	18649			16071
			22053			17633

SIGNATURES OF AUTHORIZED OFFICIALS

In witness of this Agreement the Westwood Educational Secretaries Association has caused this Agreement to be signed by its President and Secretary and the Westwood Regional Board of Education has caused this Agreement to be signed by its President, attested to by its Secretary and its corporate seal to be placed hereon, on this 9th day of March, 1987 .

WESTWOOD EDUCATIONAL SECRETARIES ASSN.

WESTWOOD REGIONAL BOARD OF EDUCATION

By *Ruth L. Lambert*  
Ruth Lambert, President

By *William Ferrara*  
William Ferrara, President

By *Marilyn Gibson*  
Marilyn Gibson, Secretary

By *Angelo Raimondi*  
Angelo Raimondi, Board Secretary