

Contract no. 1392

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AGREEMENT

between the

**CALDWELL-WEST CALDWELL EDUCATIONAL
SECRETARIES ASSOCIATION**

and the

BOARD OF EDUCATION CALDWELL-WEST CALDWELL

THE COUNTY OF ESSEX, NEW JERSEY

FOR THE SCHOOL YEARS:

1992-93

1993-94

1994-95

THIS AGREEMENT is made and entered into this eighth day of June, nineteen hundred and ninety-two 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, County of Essex, New Jersey, hereinafter referred to as the "Association".

WHEREAS, pursuant to the requirements of the New Jersey Employer-Employee Relations Act (P.L. 303 Laws of 1968), 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 and clerical personnel;

NOW THEREFORE, it is mutually agreed between the Board and the Association as follows:

ARTICLE I

RECOGNITION

The Board recognizes the Association as the sole and exclusive representative for collective negotiations with respect to terms and conditions of employment of secretarial and clerical personnel, exclusive of executive secretaries.

ARTICLE II

GRIEVANCE AND ARBITRATION PROCEDURE

A. Definition

A "grievance" is an appeal by a secretary/clerk upon the interpretation, application or violation of policies, agreements or administrative decisions affecting that secretary/clerk.

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/clerk 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 his/her at any step in his/her appeal. When a secretary/clerk 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/clerks. 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/clerk 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.

GRIEVANCE AND ARBITRATION PROCEDURE (continued)

C. Procedure

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

Grievance and Arbitration Procedure (continued)

Decisions or recommendations made by the neutral party shall not be binding on either the Board or the Association. The fees and expenses of this neutral party will be shared equally by the Board and the Association.

ARTICLE III

HEALTH BENEFITS

Full coverage (New Jersey State Medical Health Plan) for medical-surgical, major medical, and Rider J, or its equivalent by mutual agreement is provided at Board of Education expense.

Dental Insurance Coverage will be full family coverage for 100% Preventative and Diagnostic Plan for the 1992-93, 1993-94 and 1994-95 school years.

ARTICLE IV

VACATION ALLOWANCES

A. Secretarial/Clerical (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 with the exception of the scheduled district-wide Staff Development Day which is a full work day. If additional district-wide Staff Development Days are added to the school calendar after 1992-93, these days will be full work days except when such days are scheduled on existing vacation days. 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/Clerical (12 Month Employees) 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. The balance should be taken during the school year when schools are not in session. Full time employees with part of the year service, or part-time employees, 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 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, with the approval of his/her immediate supervisor.

ARTICLE V

ABSENCES

Personal Illness and Personal Business Day A ten-month employee shall be allowed 12 days absence and twelve-month employees shall be allowed 14 days absence in any school year for personal illness without deduction of pay. The number of unused days in any year shall accumulate from year to year, so long as employment is continuous.

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.

Death in Immediate Family Absence not to exceed five (5) working days for each instance shall be allowed, without loss of pay, by the Superintendent or 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 Secretary/Business Administrator as falling within this category.

ABSENCES (continued)

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 Washington's Birthday, 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.

ARTICLE VI

NOTIFICATION OF INTENTION TO RE-EMPLOY

Secretaries/clerks shall be notified in writing of their contract and salary status for the ensuing year no later than May 30.

ARTICLE VII

NOTIFICATION OF POSITION VACANCY

When a vacancy occurs in the secretarial or clerical staff, each building will be notified of the vacancy. During the summer months the Superintendent or Secretary/Business Administrator will notify the President of the Association of the vacancy.

ARTICLE VIII

TRANSFER OF TENURED EMPLOYEE

Any secretary/clerk 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, the secretary/clerk shall 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 IX

WORKSHOPS

The Board shall reimburse payment of registration fees and mileage for school secretarial/clerical personnel who attend job-related secretarial/clerical 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 X

IN-SERVICE TRAINING

When secretarial/clerical personnel are required to use word processors or computers in their work, they shall receive training at the Board's expense.

The Board will provide a staff development inservice program for all secretaries sometime between September 1 and June 30 of each school year on a day designated by the Superintendent.

ARTICLE XI

SPECIAL MEETINGS

Special meetings may be scheduled by the Secretaries Association one-half hour before the latest departing time upon approval by the Superintendent.

ARTICLE XII

HOURS OF EMPLOYMENT

The number of hours worked per day, by category, for secretarial/clerical personnel is as follows: 12 month employees - 7 hours; 10 month employees - 6½ hours; 10 month Library Assistants - 6 hours; exclusive of one hour for lunch.

ARTICLE XIII

UNUSED ACCUMULATED SICK LEAVE

Employees retiring from the District shall receive reimbursement for unused sick days 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 forty dollars (\$40.00) per day for fifty-percent (50%) of the accumulated

days to a maximum of four thousand (\$4000) 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 three months advance notice to the Board, except that this requirement shall be waived in case of certified illness or documented emergency.

ARTICLE XIV

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 XV

PROFESSIONAL DEVELOPMENT

The Board of Education agrees to reimburse secretarial/clerical 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.

ARTICLE XVI

SALARIES

The Salary Schedule for secretarial and clerical personnel is set forth in Schedule A which is attached hereto and made a part hereof. 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.

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.

When a member of the Caldwell-West Caldwell Educational Secretaries Association is temporarily assigned to a higher paying 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.

ARTICLE XVII

DURATION OF AGREEMENT

This contract shall be in effect for the school years 1992-93, 1993-94 and 1994-95.

CALDWELL-WEST CALDWELL EDUCATIONAL SECRETARIES ASSOCIATION

Carol Mattia _____ PRESIDENT DATE _____

Joanne Sabates _____ SECRETARY DATE _____

CALDWELL-WEST CALDWELL BOARD OF EDUCATION

Ned Rosenberg _____ PRESIDENT DATE _____

Ronald P. Skopak _____ SECRETARY DATE _____

REVISED 3/25/92

CALDWELL/WEST CALDWELL SCHOOL DISTRICT

SALARY SCHEDULE - SECRETARIAL AND CLERICAL 1992-1993

LEV.	<u>SECRETARY 1</u>		<u>SECRETARY 2</u>		<u>SECRETARY 3</u>		<u>LIBRARY</u>	<u>CLER. ASST.</u>	
	<u>12 MO</u>	<u>10 MO</u>	<u>12 MO</u>	<u>10 MO</u>	<u>12 MO</u>	<u>10 MO</u>	<u>10 MO</u>	<u>12 MO</u>	<u>10 MO</u>
5	25215	19415	24305	18655	23315	17950	17710	21955	16910
6	25540	19665	24630	18905	23640	18200	17960	22280	17160
7	25865	19915	24955	19155	23965	18450	18210	22605	17410
8	26190	20165	25280	19405	24290	18700	18460	22930	17660
9	26515	20415	25605	19655	24615	18950	18710	23255	17910
10	26840	20665	25930	19905	24940	19200	18960	23580	18160
11	27165	20915	26255	20155	25265	19450	19210	23905	18410
12	27490	21165	26580	20405	25590	19700	19460	24230	18660
13	27815	21415	26905	20655	25915	19950	19710	24555	18910
14	28140	21665	27230	20905	26240	20200	19960	24880	19160
15	28465	21915	27555	21155	26565	20450	20210	25205	19410
16	28790	22165	27880	21405	26890	20700	20460	25530	19660
17	29115	22415	28205	21655	27215	20950	20710	25855	19910
18	29440	22665	28530	21905	27540	21200	20960	26180	20160
19	29920	23045	29010	22385	28020	21580	21340	26660	20640

EXTRA PAY: SECRETARIES ABOVE LEVEL 19 SHALL RECEIVE SALARY INCREASES FOR 1992/93 OVER 1991/92 SALARIES AS FOLLOWS:

	<u>LEVEL 20-23</u>	<u>LEVEL 24 AND OVER</u>
12 MONTH	\$1,700	\$1,900
10 MONTH	1,300	1,460

REVISED 3/25/92

CALDWELL/WEST CALDWELL SCHOOL DISTRICT
SALARY SCHEDULE - SECRETARIAL AND CLERICAL 1993-1994

LEV.	<u>SECRETARY 1</u>		<u>SECRETARY 2</u>		<u>SECRETARY 3</u>		<u>LIBRARY</u>	<u>CLER. ASST.</u>	
	<u>12 MO</u>	<u>10 MO</u>	<u>12 MO</u>	<u>10 MO</u>	<u>12 MO</u>	<u>10 MO</u>	<u>10 MO</u>	<u>12 MO</u>	<u>10 MO</u>
5	27060	20835	26080	20075	24990	19240	18980	23530	18120
6	27385	21085	26405	20325	25315	19490	19230	23855	18370
7	27710	21335	26730	20575	25640	19740	19480	24180	18620
8	28035	21585	27055	20825	25965	19990	19730	24505	18870
9	28360	21835	27380	21075	26290	20240	19980	24830	19120
10	28685	22085	27705	21325	26615	20490	20230	25155	19370
11	29010	22335	28030	21575	26940	20740	20480	25480	19620
12	29335	22585	28355	21825	27265	20990	20730	25805	19870
13	29660	22835	28680	22075	27590	21240	20980	26130	20120
14	29985	23085	29005	22325	27915	21490	21230	26455	20370
15	30310	23335	29330	22575	28240	21740	21480	26780	20620
16	30635	23585	29655	22825	28565	21990	21730	27105	20870
17	30960	23835	29980	23075	28890	22240	21980	27430	21120
18	31285	24085	30305	23325	29215	22490	22230	27755	21370
19	31665	24375	30685	23615	29595	22780	22520	28135	21660

EXTRA PAY: SECRETARIES ABOVE LEVEL 19 SHALL RECEIVE SALARY INCREASES FOR 1993/94 OVER 1992/93 SALARIES AS FOLLOWS:

	<u>LEVEL 20-23</u>	<u>LEVEL 24 AND OVER</u>
12 MONTH	\$1,750	\$1,950
10 MONTH	1,335	1,495

REVISED 3/25/92

CALDWELL/WEST CALDWELL SCHOOL DISTRICT

SALARY SCHEDULE - SECRETARIAL AND CLERICAL 1994-1995

LEV.	SECRETARY 1		SECRETARY 2		SECRETARY 3		LIBRARY	CLER. ASST.	
	12 MO	10 MO	12 MO	10 MO	12 MO	10 MO	10 MO	12 MO	10 MO
5	28975	22310	27915	21485	26715	20565	20350	25255	19450
6	29300	22560	28240	21735	27040	20815	20600	25580	19700
7	29625	22810	28565	21985	27365	21065	20850	25905	19950
8	29950	23060	28890	22235	27690	21315	21100	26230	20200
9	30275	23310	29215	22485	28015	21565	21350	26555	20450
10	30600	23560	29540	22735	28340	21815	21600	26880	20700
11	30925	23810	29865	22985	28665	22065	21850	27205	20950
12	31250	24060	30190	23235	28990	22315	22100	27530	21200
13	31575	24310	30515	23485	29315	22565	22350	27855	21450
14	31900	24560	30840	23735	29640	22815	22600	28180	21700
15	32225	24810	31165	23985	29965	23065	22850	28505	21950
16	32550	25060	31490	24235	30290	23315	23100	28830	22200
17	32875	25310	31815	24485	30615	23565	23350	29155	22450
18	33200	25560	32140	24735	30940	23815	23600	29480	22700
19	33525	25810	32465	24985	31265	24065	23850	29805	22950

EXTRA PAY: SECRETARIES ABOVE LEVEL 19 SHALL RECEIVE SALARY INCREASES FOR 1994/95 OVER 1993/94 SALARIES AS FOLLOWS:

	<u>LEVEL 20-23</u>	<u>LEVEL 24 AND OVER</u>
12 MONTH	\$1,875	\$2,025
10 MONTH	1,400	1,560