

Contract no. 1299

Agreement

Between the

CARLSTADT BOARD OF EDUCATION

and the

CARLSTADT EXECUTIVE SECRETARIES

for the

1992-93, 1993-94, and 1994-95 School Years

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PREAMBLE

This agreement entered into this 14th day of April, 1992 by and between the Board of Education of the Borough of Carlstadt, Bergen County, New Jersey, hereinafter called the "Board," and the Carlstadt Executive Secretaries, hereinafter called the "secretaries."

ARTICLE I

NEGOTIATION PROCEDURE

A. When a contract is reached, it shall apply to the executive secretaries, be reduced to writing, ratified and adopted by the Board, and signed by authorized representatives of the Board and both secretaries.

B. All terms of the Agreement shall be applicable during the term of the Agreement.

C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing signed by authorized representatives of the Board and the secretaries.

ARTICLE II

SALARIES

A. Upon being hired, all new secretaries shall receive a 90-day probationary contract with a 14-day termination notice by either party. At the completion of the probationary period, a regular contract shall be issued for the remainder of the school year if both parties are in accord.

B. 1. The salaries of the secretaries covered by this Agreement are set forth in "Schedule A" attached.

2. A longevity stipend of \$400 will be provided for secretaries completing fifteen (15) years of service in the Carlstadt Public Schools, and an additional \$400 for twenty (20) years of service for a total of \$800.

3. The Board reserves the right to withhold any increment for reason of inefficiency or other good cause.

C. 1. Secretaries shall be paid in twenty-four (24) semi-monthly installments.

2. Secretaries may individually elect to have up to 20% of their monthly salary deducted from their pay. These funds shall be deposited in the South Bergen Federal Credit Union, 61 Morris Avenue, Garfield, New Jersey.

3. Deduction forms shall be filed with the Secretary of the Board during the first two weeks of September and shall be binding for the entire school year.

4. Payroll deductions for each secretary shall be computed in accordance with her base pay.

5. When a payday falls on or during a school holiday, vacation, or weekend, secretaries shall receive their paychecks prior to the non-working day or days.

ARTICLE III

SICK LEAVE

A. Both secretaries shall be entitled to twelve (12) accumulated sick leave days each school year; in case of sick leave claimed, the Board may require a physician's certificate to be filed with the Secretary of the Board for review in order to obtain sick leave.

B. Secretaries who have used all their accumulated sick leave, will have their case reviewed by the Board for possible merited extension and compensation.

C. Secretaries shall be given a written statement of accumulated unused sick leave days as of September each year.

ARTICLE IV

INSURANCE PROTECTION

A. The Board shall provide the secretaries with the following insurance protection:

1. Payment of 100% for single or family coverage in the New Jersey Health Benefits Plan.

2. Payment of 100% for single or family coverage in the Delta Dental Service Plan. The plan includes payment of 100% for preventive, diagnostic and basic services and 50% for prosthodontic and orthodontic services, with a limit of \$1,000 benefit for orthodontic services.

ARTICLE V

GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible level any claim by a secretary that there has been a violation, misinterpretation, or misapplication of any provisions of this Agreement and may be processed as a grievance as hereinafter provided. A grievance must be filed within thirty (30) days of its occurrence or such grievance will be deemed waived and no action will be taken. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

B. Any secretary shall have the right to present her grievance through the process described in the following steps. She shall have the right to present her own appeal or to designate a representative or another person of her own choosing to appear with her or for her at any step in the appeal.

STEP 1. The secretary or secretaries with a grievance shall first discuss it with her immediate supervisor either directly or through her designated representative with the objective of resolving the matter informally.

STEP 2. The grievance with merit from Step 1, involving other than the secretary to the superintendent, may be referred to the superintendent in writing. The superintendent, upon receipt of the grievance report, shall attempt to resolve the matter as quickly as possible and shall meet with all involved parties within five (5) school days. He shall then have ten (10) school days to render his decision or refer the grievance directly to the Board. A grievance involving the secretary to the superintendent shall be referred directly to the Board, if not resolved in Step 1.

STEP 3. If the grievance is not resolved with the superintendent to the satisfaction of the secretary, the aggrieved secretary may request a review by the Board of Education. The Board shall review the case and then hold a hearing with all parties in interest present and shall render a decision within two (2) calendar months.

ARTICLE VI

WORK DAY AND WORK YEAR

A. Secretaries shall work seven (7) hours per day, commencing at 8:30 a.m. and concluding at 4:00 p.m.

B. Secretaries shall work for twelve (12) months, from July 1 through June 30.

C. Secretaries shall be entitled to the following vacations:

Completion of 1 through 4 years of service - 2 weeks
Completion of 5 through 9 years of service - 3 weeks
Completion of 10 years of service and over - 4 weeks

D. In addition to Independence and Labor Day, the secretaries shall be granted all holidays provided for the instructional staff provided all work is completed. If a holiday falls on a weekend, the day prior or subsequent to the weekend shall be provided in lieu of the weekend holiday. Legal holidays shall not be considered as vacation days.

ARTICLE VII

TEMPORARY LEAVES OF ABSENCE

A. Secretaries shall be entitled to the following temporary non-accumulative leaves of absence with pay each school year:

1. Up to four (4) consecutive calendar days for leave immediately upon the death of a member of the immediate family (father, mother, sister, brother, spouse, child, mother-in-law, father-in-law).

2. One (1) day leave for day of funeral of any other relative.

3. Up to five (5) days per school year may be granted by the superintendent of schools with approval of the Board, for personal matters that cannot be conducted on other than school hours. No day or days will be granted if immediately prior and/or subsequent to a scheduled holiday period.

B. Application to the superintendent shall be made a week prior to the leave, except in the case of an emergency, and shall require a brief statement of reason for leave.

ARTICLE VIII

ETHICAL PRACTICES

A. No lockout of secretaries shall be instituted by the Board during the term of this contract. The secretaries agree that during the term of this contract neither secretary will engage in, encourage, sanction, support, or

suggest any strikes, work stoppages, boycotts, slow downs, job actions, mass absenteeism, picketing, or any other similar actions, which would involve suspension of, or interference with, the normal work of the Board. In the event they do participate in such activities in violation of this provision, secretaries so engaged will be asked to cease and desist from such activities and shall be instructed to return to their normal duties. Any secretary participating in these prohibitive activities shall be disciplined by the Board.

B. It is understood by all parties that negotiations will be conducted without the use of pressure tactics of any practice generally defined within the term "sanction." The parties also agree that during the period of negotiations the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating, "No progress has been made."

C. It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

ARTICLE IX

TUITION REIMBURSEMENT

The Board will permit full reimbursement for college tuition or \$60 per credit, whichever is lesser. The reimbursement will be made upon the completion of the following:

1. Courses must be approved by the superintendent.
2. Grade for course must be "B" or better.

3. Copy of grade and course transcript must be submitted to the superintendent for approval and recommendation for reimbursement.

ARTICLE X

ATTENDANCE INCENTIVE PROGRAM

To provide an incentive for improved attendance, the secretaries shall receive an incentive stipend as follows:

Perfect attendance - \$600

1-3 days absence - \$400

B. Definition - Perfect attendance is defined as being present for all workdays as described in Article VI of this Agreement, excluding death in the immediate family, as shown in paragraph A.1 and funeral of other relatives as shown in paragraph A.2 in Article VII of this Agreement, and/or professional improvement days approved by the Board to attend conferences and/or workshops, and entitled vacation days.

C. Those eligible for compensation must submit a completed voucher to the Board Secretary by June 30. Failure to submit a properly executed voucher by this day shall constitute a waiver of the stipend. A separate check will be issued to the employee on July 15 of the subsequent school year.

ARTICLE XI

DURATION OF AGREEMENT

This Agreement shall be effective for a term of three (3) years, commencing on the first day of July, 1992.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by the secretaries and the board president, and attested by the board secretary, all on the day and year first above written.

CARLSTADT BOARD OF EDUCATION

BY: Paul Jany
President

ATTEST: Paul Joseph Hilde
Secretary

CARLSTADT EXECUTIVE SECRETARIES

Adele Pitman
Adele Pitman

Dorothy Trotter
Dorothy Trotter

SCHEDULE A

Salary Schedule, Adele Pitman:

	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
Regular Salary	36,609	39,190	41,789
Stipend for calling substitutes	<u>800</u>	<u>800</u>	<u>800</u>
Total Salary	37,409	39,990	42,589

Salary Schedule, Dorothy Trotter:

	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
Regular Salary	41,239	44,253	47,088
Stipend for attending evening board meetings	<u>1,000</u>	<u>1,000</u>	<u>1,000</u>
Total Salary	42,239	45,153	48,088

In the event it is necessary to establish a day's salary for payroll purposes, it shall be computed as follows:

52 weeks x 35 hours per week = 1,820 hours

Regular salary : 1,820 hours = hourly rate

Hourly rate x 7 hours = day's pay