

A G R E E M E N T

between the

WANAQUE BOROUGH DISTRICT BOARD OF EDUCATION

and the

CENTRAL OFFICE EXECUTIVE SECRETARIES

2000 - 2003

ARTICLE I - RECOGNITION

A. The Wanaque Borough Board of Education hereby recognizes the Executive Secretary to the Superintendent of Schools and Executive Secretary to the Business Administrator, hereafter referred to as the Central Office Executive Secretaries as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment.

ARTICLE II - NEGOTIATIONS OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations between July 1, 2000 and June 30, 2003 over a successor agreement in accordance with Chapter 123, Public Law, 1974, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment.

B. It is further agreed that the Central Office Executive Secretaries will submit a successor agreement to the Board no later than October 1, 2002 and the Board agrees to submit a successor agreement to the Central Office Executive Secretaries no later than October 20, 2002. It is agreed no new items not included in the original documents will be introduced during the negotiations period.

C. Any agreement so negotiated shall be reduced to writing, be signed by the Board of Education and the Central Office Executive Secretaries, and be adopted by the Board and the Central Office Executive Secretaries.

D. The term of this agreement shall be July 1, 2000 through June 30, 2003.

ARTICLE III - GRIEVANCE PROCEDURE

A. Any employee shall have the right to appeal the application of policies, administrative decisions or the articles of this agreement that are terms and conditions of employment affecting him/her through administrative channels within twenty (20) school/business days following the act or condition which is the basis of his/her complaint.

B. A grievance is defined as a claim by the employee or employees, or the Central Office Executive Secretaries, that there has been an improper application, interpretation or violation of a policy, this agreement or an administrative decision affecting them.

C. With respect to personal grievance, he/she shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her own appeal. He/she shall have the right to present his/her own appeal at the Supervisor's level and the

right to designate representatives of the Central Office Executive Secretaries to appear with him/her at successive levels of appeal. Designated representatives may be President, Vice President, or persons officially acting as such for the Central Office Executive Secretaries.

D. The Central Office Executive Secretaries may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

E. Any employee who has a grievance shall discuss it first with his/her immediate superior or department head (if applicable) with twenty (20) school/business days in an attempt to resolve the matter informally at that level (Step 1).

F. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee, within five (5) school/business days, he/she shall set forth his/her complaint in writing to the Supervisor. This shall include:

1. The specific policy administrative decision or article of this agreement alleged to have been improperly applied, interpreted or violated.
2. The specific action causing the complaint.
3. Date of alleged action.
4. Adverse affect
5. Desired remedy.
6. Person(s) affected.
7. Signature and date of submission.

The Supervisor shall communicate his decision to the employee in writing within five (5) school/business days of the receipt of the written complaint (Step 2).

G. The employee may appeal the Supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing within five (5) school/business days from the date of decision by the Supervisor and must set forth the grounds upon which the grievance is based as stated above. The Superintendent shall request a written report on the grievance from the Supervisor, shall confer with the concerned parties, and, upon request, with the employee or Supervisor separately. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school/business days. The Superintendent shall communicate his/her decision in writing along with the supporting reasons, to the employee and the Supervisor (Step 3).

H. If the grievance is not resolved to the employee's satisfaction he/she may directly after step three (3) and within ten (10) school/business days request a review by the Board of Education. The request shall be submitted in writing as itemized in #F above through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education within five (5) school/business days. 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 fifteen (15) school/business days from the time the Board received the appeal, providing no outstanding grievance exists at the Board level. If an outstanding grievance exists the fifteen (15) day period shall begin upon written reply to the previous grievance (Step 4).

I. If the aggrieved person is not satisfied with the disposition of his/her grievance then he/she may submit the grievance to the Central Office Executive Secretaries for final determination as to whether the grievance should be submitted to binding arbitration. The Central Office Executive Secretaries may submit the grievance to binding arbitration within fifteen (15) school/business days after receipt of the Board's decision. Such arbitration shall be in accordance with rule 19:12-14 of the New Jersey Public Relations Commission, as supplemented and amended (Step 5).

J. The parties agree to follow the procedures outlined in the agreement, and to use no other channels to resolve any question or proposal until the procedures within this agreement are fully exhausted.

K. The cost for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Central Office Executive Secretaries. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE IV - WORKING HOURS

A. First day of school through last day of school -- Thirty-five (35) hours per week.

B. Day after closing of school through day before opening of school for students -- Thirty (30) hours per week. (Four 7 ½ hour days with ½ hour for lunch.)

ARTICLE V - OVERTIME

A. Overtime work shall be compensated at the rate of one and one-half (1½) times the employee's calculated hourly rate for time over thirty-five (35) hours per week.

ARTICLE VI - HOLIDAYS

A. Secretaries shall be entitled to holidays consistent with the official school calendar plus Independence Day, Labor Day and NJEA conventions.

ARTICLE VII - VACATION

A. Secretaries shall accrue vacations based on full years of service as of June 30th of each year in accordance with the following schedule:

<u>Length of Service in District</u>	<u>Annual Vacation Days</u>
One to eleven months	1 day per month, not to exceed 10 days
1-5 years	10 days
6-10 years	15 days
11 years and over	20 days

B. Subject to the approval of the Superintendent/Business Administrator, vacation may be taken at any time during the year except the last week prior to school opening.

C. Requests for vacation days to be taken from the closing of school to the last week prior to school opening must be submitted to the Superintendent no later than May 30. The Superintendent shall have the final approval of the vacation requests.

D. When school is in session the following vacation procedure shall apply: Requests to take single vacation days must be submitted to the Superintendent a minimum of 24 hours prior to the day being requested. Requests for three (3) consecutive vacation days must be submitted to the Superintendent for approval a minimum of five (5) business days prior to the requested start date. Any vacation period in excess of three consecutive days shall require ten business days prior written notice to the Superintendent.

ARTICLE VIII - SNOW DAYS

A. In the event school is closed due to inclement weather, these days will be off without loss of pay.

B. When school is closed early due to inclement weather, secretaries will be dismissed no less than 15 minutes nor more than 30 minutes after dismissal of professional staff. If both building administrators leave prior to thirty minutes, secretaries shall not be required to stay at their station.

ARTICLE IX - LEAVE WITHOUT LOSS OF PAY

A. All employees shall be entitled to three (3) days leave of absence per school year. Personal days taken before or after a holiday or scheduled school closings shall be limited to one (1) day. The Superintendent shall have the discretionary authority to extend beyond one day. Other than emergencies, to request a leave of absence an advance notice of three (3) school days shall be given to the administration. In order not to have pay docked on a day when leave is taken in an

emergency, an employee must notify the Superintendent of his/her designee before the school day begins of his/her unavailability and submit within one day a deferred written request. Any individual whose employment commences after September 1 shall be entitled to one day's leave of absence for each three months of employment. In the event an employee does not use his/her personal days, such days not utilized shall accumulate as sick days.

B. The Board of Education shall allow five (5) days leave at any one time for death in the immediate family. Immediate family shall be wife, husband, children, step-children, mother, father, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother and all the above for the spouse. In circumstances where five (5) days are insufficient to fulfill the intent of this article, the Superintendent shall have the discretionary authority to extend the period beyond the five (5) days.

C. All employees shall be entitled to 1.2 cumulative sick days per month with the following stipulations (.50 = ½ day; .51 or over = full day; .49 or less will be dropped. Not to exceed 14 days. Any individual whose employment commences after September 1 shall be entitled to 1.2 cumulative sick days per month (.50 = ½ day; .51 or over = full day; .49 or less will be dropped).

D. Employees shall be given written accounting of accumulated sick leave sometime during the year at the convenience of the administration.

E. Anyone with tenure as a secretary in the Wanaque School System shall be eligible for an emergency leave for a period of thirty (30) days, such emergency leave shall be without pay. Emergencies shall include sickness when the services of the individual are indispensable, disaster to the home, or such other reasons as shall be determined by the Board at its sole discretion. This emergency leave can be extended for additional thirty (30) day periods if the conditions which gave rise to the original leave still exist.

ARTICLE X - HEALTH INSURANCE

A. The Board of Education shall provide each employee with Horizon Blue Shield and Blue Cross of New Jersey and pay the premium for said employee.

B. The Board of Education shall pay 100% of the premium for dependents of full-time employees who desire their dependents to be covered by the aforementioned plan.

C. The Board of Education shall provide each employee and family with a dental plan and pay 100% of the premium.

D. The Board agrees to discuss any change in benefits should other units receive different benefits than those contained herein.

ARTICLE XI - EVALUATION

- A. Prior to June 30th of each year, one formal evaluation of the secretary's performance will be conducted.
- B. A copy of the formal evaluation report shall be given to the Secretary. Such reports shall include:
1. Strengths of the secretary evident during the evaluation period;
 2. Weaknesses of the secretary as evident during the evaluation period;
 3. Specific suggestions as to measures which the employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
- C. The secretary and evaluator shall indicate the receipt of a copy of the evaluation by immediately signing an attached receipt to be retained by the respective persons. Said signature in no way indicates acceptance or acquiescence by the persons being evaluated. All employees shall have an opportunity to have a conference within five (5) school/business days after receipt of said evaluations at their request, concerning such report.
- D. At the time of the conference the employee shall also have the right to submit a written response pertinent to such evaluation. His/her answer shall be reviewed and signed by the evaluator and attached to all copies of said evaluation. At this time all formal evaluation documents shall be signed by the respective persons. Said signature on these documents in no way indicates agreement with the contents.
- E. Any written complaints regarding an employee that may influence evaluations of said employee, made to any member of the administration shall be revealed to said employee. The immediate supervisor shall meet with the employee to apprise the employee of the full nature of the complaint and they shall attempt to resolve the matter informally. The employee, after the initial meeting, shall have the right to be represented by the Central Office Executive Secretaries at any meetings or conferences regarding such complaint.
- F. Any complaint unresolved between the employee and the Supervisor may be submitted by the employee through the grievance procedure set forth in Article III of the agreement and shall commence at step three (3).
- G. No material derogatory to an employee's conduct, service, character, or personality shall be placed in his/her personnel files unless the employee has had an

opportunity to review the material. The employee shall acknowledge having received such materials by immediately affixing his/her signature to an attached receipt to be filed with the express understanding that such signature in no way indicates agreement with the contents.

H. The employee shall also have the right to submit a brief written response pertinent to such derogatory material within five (5) school/business days. His/her answer shall be reviewed and signed by the Superintendent or his/her designee and attached to all copies of said derogatory material. Within five (5) days of receipt, all formal documents shall be signed by the respective persons. Said signature on these documents in no way indicates agreement with the contents.

I. All communications that will be included in the employee's personnel file, shall be annotated as such (Example: CC personnel file). The personnel file referred to in this or any other article of this agreement shall be defined as that file which is assigned to each secretary by the Superintendent of Schools and is maintained on a permanent basis in the offices of this individual.

J. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have a representative of the Central Office Executive Secretaries accompany him/her during such review. At least once every three (3) years, an employee shall have the right to indicate those documents and/or other materials in his/her file which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents 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. Disputes over the retention of said documents shall be decided by the Board of Education.

K. In the event the secretary receives an unsatisfactory evaluation, the evaluator is immediately to develop a performance guideline of said secretary. This performance guideline will indicate the duties and responsibilities of the secretary's position, and, in addition, will outline the ways by which the secretary can increase his/her performance to a satisfactory level. The performance guideline will indicate a period of sixty (60) days during which an improvement to a satisfactory level is expected and will be signed by the secretary and his/her supervisor.

L. Nothing contained in paragraphs A through L shall be construed to prevent the building administration from making informal evaluations. These may be done in writing, for purposes of commending for good work done or noting deficiencies which need to be corrected.

ARTICLE XII - CHILD REARING LEAVE

The Board shall grant child rearing leave to any member of the Central Office Executive Secretaries who is expecting a child, upon request, subject to the following stipulations and limitations:

- A. Individual taking a leave shall, in writing, notify the Superintendent of Schools sixty (60) calendar days prior to the date she intends to commence her leave.
- B. Individuals granted a leave must return to full-time employment no later than ninety (90) days following the birth of the child.
- C. Individuals adopting a child shall receive a similar leave as enumerated above when he/she receives de facto custody of the child.
- D. Failure to comply with the ninety (90) day return to employment will result in termination of services.

ARTICLE XIII- JOB POSTING

In the event the Board of Education approves the creation of a new secretarial position or a vacancy created due to a resignation, retirement or termination, the Board agrees to advertise the vacated or created position within twenty (20) days within the school system so that any secretary may apply for a transfer or promotion, if desired. After proper advertising, within and out of the school system, it shall be the sole decision of the Board of Education and Administration in the selection of personnel to fill vacated or created positions.

ARTICLE XIV - SALARY

Secretary to Superintendent

	Base	Longevity	Total
2000-2001	\$40,600 +	\$1,348	\$40,948.
2001-2002	\$42,350 +	\$1,348	\$43,698.
2002-2003	\$44,150 +	\$1,348	\$45,498.

Secretary To Business Administrator/Board Secretary

	Base	Longevity	Total
2000-2001	\$40,600 +	\$2,573	\$43,173
2001-2002	\$42,350 +	\$2,573	\$44,923
2002-2003	\$44,150 +	\$2,573	\$46,723.

ARTICLE XV - RETIREMENT ALLOWANCE

Effective July 1 2000 through June 30, 2001, secretaries shall be entitled to one hundred dollars per day up to a maximum of 100 unused accumulated sick days upon actual retirement pursuant to PERS.

Effective July 1, 2001, secretaries shall be entitled to fifty dollars per day up to a maximum of 100 unused accumulated sick days upon actual retirement pursuant to PERS.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this 20th day of July, 2001.

WANAQUE BOROUGH BOARD OF
EDUCATION

CENTRAL OFFICE EXECUTIVE
SECRETARIES' ASSOC.

BY: Julie Conway
Board President

BY: Peggy Craig

BY: Karen O'Connell

WITNESS:

Dennis N. Labrappell
Board Secretary