

495

AGREEMENT

between the

WANAQUE BOROUGH DISTRICT BOARD OF EDUCATION

and the

**WANAQUE BOROUGH EDUCATION SECRETARIES'
ASSOCIATION**

2000-2003

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ARTICLE I
RECOGNITION

A. The Wanaque Borough Board of Education hereby recognizes the Wanaque Borough Education Secretaries' Association, hereafter referred to as the WBESA, as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all regularly employed full and part time secretaries and assistant bookkeeper(s), excluding Superintendent's Secretary and Secretary to Board Secretary and bookkeeper (hereinafter referred to as "employees").

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations between December 1, 2002 and December 20, 2002, unless a later date is mutually agreed upon, 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 WBESA will submit a successor agreement to the Board no later than December 1, 2002 and the Board agrees to submit a successor agreement to the WBESA no later than December 20, 2002, unless later dates are mutually agreed upon.

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

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 Association, 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 Principal/Supervisor's level and the right to designate representatives of the WBESA to appear with him/her at successive levels of appeal. Designated representatives may be the President, Vice President, or persons officially acting as such for the WBESA.

D. The WBESA 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 Principal or 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 Principal/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 Principal/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 Principal/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 Principal/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 Principal/Supervisor, shall confer with the concerned parties, and, upon request, with the employee or Principal/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

Principal/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 WBESA for final determination as to whether the grievance should be submitted to binding arbitration. The WBESA 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 Employment 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 services 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 Association. Any other expenses incurred shall be paid by the party incurring same.

L. The Arbitrator shall be without authority to add to, subtract from, or otherwise modify the Agreement.

ARTICLE IV
WORKING HOURS

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

B. 1. Day after closing of school through day before opening of school for students, secretaries shall be permitted to work the required 7 ½ hours per day with ½ hour for lunch Monday through Thursday. (Thirty hours per week.) This clause is to be renegotiated at the end of this contract.

2. For the duration of this contract (7/1/2000-6/30/2003), Secretaries will retain the four day work week in the summer. The WBESA shall coordinate with the Superintendent to insure that the Central Office is staffed with three people (up to two of whom may be unit members) and each building staffed with one person on each day during the summer.

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 and the provisions of Paragraph "C" of this Article, 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. The Business Administrator and/or Building Principal shall also be provided with a copy of the vacation request.

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 no 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 or 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 Cross/Blue Shield Health Benefit Plan 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. Beginning in 2000-01, a new category for insurance coverage will be created; "Husband/wife in district" or "family in district." Anyone included in this health benefits category will be made whole for all eligible medical benefits equivalent to having separate coverage in the district. The Board of Education will hold these members harmless for any eligible costs that would not have been incurred if both district employees had family or husband/wife coverage. In the event of death of a spouse or divorce the employee(s) will be covered automatically from day one of their change in marital status. EOB's or other necessary documents may be submitted at the employees' convenience to the district and will be paid within a reasonable amount of time.

D. The Board of Education shall provide each employee and family with a dental plan. The maximum premium the Board shall be obligated to pay is the premium in effect on June 30, 2003.

E. 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 Principal or 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 WBESA at any meetings or conferences regarding such complaint.

F. Any complaint unresolved between the employee and the Principal/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 Association 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 WBESA 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
STUDENT SUPERVISION

Secretaries shall be responsible to maintain order within their working station, but shall not be required to supervise students who are sent to the office or remain there for any length of time.

ARTICLE XV
AGENCY SHOP

A. If a bargaining unit member does not become a member of the Association effective September 1, of each year, or during the course of the year if he/she is a new employee, said unit members shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of service rendered by the Association.

B. Prior to October 1, of each year, the Association will notify the Board in writing of the amount of the regular membership dues charged by the Association. The representation fee paid by non-members will be up to 85% of that amount.

C. If the representation fee is changed by law it will automatically be changed at the beginning of the next Association membership year.

D. Prior to September 15, the treasurer of the Association shall submit to the Board Secretary a list of employees who have not become members. The Board will commence deducting the representation fee in the October paycheck and transmit it to the Association.

E. On the last working day of each month the Board will submit to the Association a list of all employees who began their employment in the unit during the previous thirty days. The list will include names, date of employment, social security number, assignment, and home phone number.

F. The agency fee is to be paid monthly, at the rate of 1/10th of the agreed amount. Any non-member of the WBESA who leaves the school district anytime on or after the 1st day of the month shall pay the full month's agency fee.

G. The Association is establishing and will maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.

H. The union shall indemnify and hold the employer harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

ARTICLE XVI
SALARY

See Appendix 1

ARTICLE XVII
LONGEVITY

All employees hired before July 1, 1996 will receive a longevity stipend of \$861. Commencing with the beginning of the eighth year of service, a longevity stipend of \$1448. Commencing with the beginning of the fifteenth year of service, a longevity stipend of \$2032. Commencing with the twentieth year of service any employee with twenty or more years of service as of November 18, 1996 shall receive a longevity stipend of \$3004. Employees hired after July 1, 1996, shall receive a longevity stipend of \$792 commencing with the beginning of the eleventh year of service, a longevity stipend of \$1325 commencing with the sixteenth year of service and \$1857 commencing with the beginning of their twenty-first year of service.

ARTICLE XVIII
RETIREMENT ALLOWANCE

Effective July 1, 1993, secretaries shall be entitled to fifty (\$50) 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 _____ day of _____, two thousand and one.

**WANAQUE BOROUGH BOARD OF
EDUCATION**

**WANAQUE BOROUGH EDUCATION
SECRETARIES' ASSOCIATION**

By: Julie Comay

By: Robert Timmons

WITNESS:

Dennis R. Trovay
Board Secretary

WANAQUE BOARD/SECRETARIAL UNIT NEGOTIATIONS

APPENDIX 1 - OFFICE STAFF SALARY GUIDES

STEP	1999-2000		2000 - 2001		2001 - 2002		2002 - 2003	
	SECY	BKKPR	SECY	BKKPR	SECY	BKKPR	SECY	BKKPR
1	20,231	21,343	21,141	22,303	22,050	23,262	22,987	24,251
2	21,112	22,575	22,062	23,591	23,011	24,605	23,989	25,651
3	22,368	24,029	23,375	25,110	24,380	26,190	25,416	27,303
4	23,623	25,520	24,686	26,668	25,747	27,815	26,842	28,997
5	24,881	26,957	26,001	28,170	27,119	29,381	28,272	30,630
6	26,135	28,459	27,311	29,740	28,485	31,018	29,696	32,337
7	27,385	29,955	28,617	31,303	29,848	32,649	31,116	34,037
8	28,641	31,414	29,930	32,828	31,217	34,239	32,544	35,694
9	30,123	33,302	31,479	34,801	32,832	36,297	34,227	37,840
10	31,102	34,384	32,502	35,931	33,900	37,476	35,341	39,069