

# **A G R E E M E N T**

**EMERSON SECRETARIES AND CLERKS**

**EMERSON BOARD OF EDUCATION**

**1995-1998**



## TABLE OF CONTENTS

<b>ARTICLE I</b>	<b>Recognition</b>	<b>1</b>
<b>ARTICLE II</b>	<b>Negotiations Procedures</b>	<b>2</b>
<b>ARTICLE III</b>	<b>Association Rights</b>	<b>3</b>
<b>ARTICLE IV</b>	<b>Employee Rights</b>	<b>5</b>
<b>ARTICLE V</b>	<b>Board Rights</b>	<b>7</b>
<b>ARTICLE VI</b>	<b>Salaries</b>	<b>8</b>
<b>ARTICLE VII</b>	<b>Employment Contracts</b>	<b>9</b>
<b>ARTICLE VIII</b>	<b>Sick Leave</b>	<b>10</b>
<b>ARTICLE IX</b>	<b>Leaves of Absence</b>	<b>11</b>
<b>ARTICLE X</b>	<b>Grievance Procedure</b>	<b>13</b>
<b>ARTICLE XI</b>	<b>Deduction From Salary</b>	<b>18</b>
<b>ARTICLE XII</b>	<b>Terms and Conditions of Employment</b>	<b>20</b>
<b>ARTICLE XIII</b>	<b>Duration of Agreement</b>	<b>21</b>
<b>ARTICLE XIV</b>	<b>Administration of Salary Guide</b>	<b>22</b>
<b>ARTICLE XV</b>	<b>Service Recognition</b>	<b>23</b>
<b>ARTICLE XVI</b>	<b>Evaluation</b>	<b>24</b>
<b>SCHEDULE A</b>	<b>Salary Guide A.1</b>	<b>A1</b>
	<b>Salary Guide A.2</b>	<b>A2</b>
	<b>Additions To Schedule A</b>	<b>A3</b>

## **ARTICLE I**

### **- RECOGNITION -**

- A.** The Board of Education recognizes the Emerson Education Association as the exclusive and sole representative for collective negotiations, as defined in Chapter 123 of 1974 of the Laws of the State of New Jersey, concerning the terms and conditions of employment for all secretarial and clerical personnel employed by the Emerson Board of Education and working in the schools.
  
- B.** The term "employee" when used hereinafter in this Agreement shall refer to all secretarial and clerical employees (ten and twelve month) represented by the above-named Emerson Education Association.

## ARTICLE II

### - NEGOTIATIONS PROCEDURES -

- A. The Board of Education agrees to enter into collective negotiations with the Emerson Education Association in accordance with Chapter 123 of 1974 of the Laws of the State of New Jersey. Such negotiations shall not begin later than November 1st (unless mutually agreed to by the parties hereto) of the school year in which this Agreement shall expire. Any Agreement so negotiated shall apply to all employees as indicated in Article I, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
  
- B. This Agreement shall not be modified in whole or in part except by an instrument, in writing, duly executed by both parties.

## ARTICLE III

### - ASSOCIATION RIGHTS -

- A. Representatives of the Association, the New Jersey Education Association, the Bergen County Education Association, and the National Education Association shall be permitted to transact official Association business on school property. This business shall not interfere with or interrupt normal school operations and shall require approval of the Superintendent or his/her designee. The use of school buildings for meetings shall be permitted upon approval of the building principal, which approval shall not be unreasonably withheld.
- B. The Association shall be permitted to use school facilities and equipment, including but not limited to typewriters, computers, copying machines, and all types of audio-visual equipment with prior approval of the building principal, which approval shall not be unreasonably withheld. The Association shall pay the reasonable cost of all materials and supplies incident to such use and shall be responsible for any damage caused to such equipment or facilities as a result of such use.
- C. The Association shall be permitted the use of the inter-school mail facilities and school mail boxes providing a copy of the content(s) shall be simultaneously submitted to the appropriate building principal(s).
- D. The Board shall, within a reasonable time, prior to entering into any contract which will result in secretarial or clerk services being provided or supervised by any person or persons, organizations, group or company other than properly recognized employees directly employed by the Board, offer the Association an opportunity to express its view regarding the issues at hand.
- E. The Board agrees to furnish the Association, in response to reasonable requests, all available information which is in the public domain.
- F. Whenever an Emerson employee and/or the employee's Association representative participates during working hours in grievance proceedings, they shall suffer no loss in pay.
- G. The Association shall be allowed to install a telephone in a school building in the name of the Association and at the expense of the Association. Placement shall be determined by the Superintendent in consultation with the Emerson Education Association president.

### **ARTICLE III (*Continued*)**

- H. The rights and privileges of the Association and its representatives as set forth under Article III of the Agreement shall be granted only to the Association as the exclusive representative of the secretaries and clerks.
  
- I. The Board recognizes the Association's right to an agency shop and authorizes payroll deductions as per statute maximum for all non-association employees.

## ARTICLE IV

### - EMPLOYEE RIGHTS -

- A. Employees shall not be discriminated against, coerced, or reprimanded by virtue of their exercise of any and all legal rights.
- B. Any question concerning the professional competence of an employee or criticism of his/her methodology by a supervisor, administrator, or board member shall be made in confidence and not in the presence of students, parents, or other public gatherings.
- C. No employee shall be prevented from wearing pins or similar identification of membership in the Association or its educational affiliates.
- D. All positions recognized by this contract must be contracted, not vouchered or hourly.
- E. Whenever any employee is required to appear before the Superintendent, Board, or any committee thereof concerning any matter which would adversely affect the continuation of that employee in his/her office, position, or employment, or his/her salary or any increments pertaining thereto, then the employee shall be given reasonable prior notice of the purpose of such meeting or interview and shall be entitled to have a representative present to advise and represent him/her during such meeting or interview.

In the event that circumstances compel a reduction in the secretarial or clerical staff, the Superintendent shall make the necessary reductions according to the principle of seniority in accordance with state regulations concerning such reductions.

Reduction in force (layoff) shall not be made for arbitrary and capricious reasons and shall be in compliance with the laws of the State of New Jersey.

All positions to be filled, whether new or due to a vacancy, must be posted in all three buildings in a location specified for this purpose. This applies to all "A Guide" positions and for extra compensation.

Seniority, for the purpose of this Article concerning reduction in force, shall be defined as continuous employment time in the Emerson School System.

## **ARTICLE IV (*Continued*)**

- J.** Employees shall have access to their personnel files. Nothing will be placed in an employee's file without the employee being given a copy. Employees shall have the right to respond, in writing, to anything placed in their files. Persons inspecting an employee's personnel file will log in their names and dates of inspections.

## ARTICLE V

### - BOARD RIGHTS -

- A. The Board of Education retains and reserves unto itself without limitation, all the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the Laws and the Constitution of the State of New Jersey and of the United States; and by the decisions of the Commissioner of Education and the Board of Education of the State of New Jersey; by the rules and regulations of the State Board of Education and by the decisions of the courts of the State of New Jersey and/or the United States, and by regulations of the Public Employment Relations Commission (PERC).
- B. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, subject only to the limitation imposed by the language of this Agreement, (a) to supervise employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in the school district, and to suspend, demote, discharge, or take other disciplinary action as necessary under the state law; (c) to relieve employees from duty for legitimate legal reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means, and personnel by which such operations are to be conducted; and (f) to establish reasonable work rules within the framework of this document and state law; and (g) to take whatever actions may be necessary to carry out the educational purposes of the school district in situations of emergency.
- C. Nothing in the above shall be interpreted as to preclude the Association and/or individuals from instituting the grievance procedure with respect to Board policy or administrative decisions.

## ARTICLE VI

### - SALARIES -

- A. The salaries of all employees covered by this agreement are set forth in Schedule A which is attached hereto and made a part hereof.
- B. The salary schedule, as attached hereto, is for a thirty-five hour week schedule to be determined by Administration. All time over thirty-five (35) hours shall be considered overtime; such overtime to be authorized by Administration.

Overtime shall be paid for all hours over seven in any workday. For the purpose of determining the work week, sick days, personal days, holidays, and other Board approved leaves shall be counted in determining the thirty-five hour week. Overtime rates shall be time and one-half. All work time shall run consecutively. An employee shall be paid for "time committed" to the district. Part time work shall be pro-rated.

- 1. Should secretaries or clerks be employed on a twelve (12) month basis, they shall be paid in twenty-four (24) semi-monthly installments.
  - 2. Secretaries or clerks employed on a ten month (10) basis shall be paid in twenty (20) equal semi-monthly installments.
  - 3. When a pay day falls on or during a school holiday, vacation, or weekend, secretaries or clerks shall receive their paychecks on the previous working day.
- C. All monies due employees as vacation pay shall be paid to employees on or before eve of such vacation.
  - D. For the purpose of designated savings plans, employees covered by this Agreement may individually elect to have a percent of their monthly salary deducted from their pay.
  - E. Secretaries and/or clerks authorized and/or required to use their automobiles will be reimbursed as per current IRS mileage allowance.

## **ARTICLE VII**

### **- EMPLOYMENT CONTRACTS -**

- A.** Employees on a ten-month (10) contract shall start work on September 1st and work until June 30th with compensation provided for any additional days worked. Compensation for days worked beyond June 30th shall be at the new contract rate.
  
- B.** It is hereby agreed by the parties hereto that the annual employment contract may at any time be terminated by either party giving to the other party 30 days' notice in writing of intention to terminate the same but that, in the absence of any provision therein for a definite number of days' notice, said contract shall run for the full term named herein.

## ARTICLE VIII

### - SICK LEAVE -

- A. All twelve (12) month employees shall be entitled to thirteen (13) sick leave days each year as of the first official day of said contract year whether or not they report for duty on that day.

All ten (10) month employees shall be entitled to eleven (11) sick leave days each year as of the first official day of said contract year whether or not they report for duty on that day.

Unused sick leave shall be accumulated from year to year, but twelve (12) days are accumulative and one (1) is not accumulative each year for twelve (12) month employees; and ten (10) days are accumulative and one (1) is not accumulative each year for ten (10) month employees.

Employees working less than full time shall accrue proportionate sick leave.

- B. The Board of Education reserves the right to request a physician's certificate when an employee is absent for more than two (2) consecutive days.
- C. Any employee who is ill beyond his/her accumulated sick leave time may apply to the Superintendent for extended leave benefits. The Superintendent will make a recommendation to the Board. The Board, within its discretion, may accept, reject, or modify the Superintendent's recommendation.

## ARTICLE IX

### - LEAVES OF ABSENCE -

#### A. Temporary Leaves of Absence

1. Employees shall be entitled to the following non-accumulative leaves of absence with full pay each year:

- a. Personal - Three (3) days leave for personal, legal business, household or family matters, and religious holidays which require absence during school hours, and any other areas not covered may be granted by the Superintendent at his/her discretion.

Application shall be made to the Superintendent through the Principal at least five (5) days before such leave is to start (except in the case of emergencies), and the application for such leave shall be required to state which of the reasons mentioned above is being used for requesting leave. Tenured employees are entitled to four (4) days leave for personal reasons, as hereinabove specified. Principals will review the applications and recommend approval or nonapproval to the Superintendent. Employees may elect to inform only the Superintendent as to the reason for the request. When possible, the applicant will be notified of the Superintendent's decision at least two (2) days prior to requested date.

- b. Conferences and Visitations - When it is in the best interest of the school system to have an employee or employees visit other schools and attend meetings or conferences which are allied with the employee's major field of service to the system, the Board may grant such leave upon the recommendation of the Superintendent.

- c. Legal Proceedings - This is to be defined as legal proceedings which are directly related to the employee's performance of duty within the Emerson Public Schools. This provision shall not apply if such proceedings deal with said employee's dismissal instituted by the Board.

- d. Deaths in Family - A minimum of three (3) consecutive days in the event of the death of an employee's spouse or child. The duration of this leave shall be left to the reasonable discretion of the Superintendent of Schools.

In the event of the death of any other member of the employee's family, leave may be granted at the discretion of the Superintendent of Schools.

## ARTICLE IX (Continued)

### B. Extended Leave of Absence

1. Illness in Family - A leave of absence without pay may be granted for the purpose of providing care for a sick member of the immediate family.
2. Adoption - Any employee adopting a child shall, upon sixty (60) days' prior written notice, to the Superintendent, except in extenuating circumstances, be granted a leave of absence without pay for a period of up to eighteen (18) months, commencing upon his/her receiving de facto custody of said child. Said employee shall give a minimum of 90 days written notice to the Superintendent of his/her intention to return to the staff.
3. Child Rearing/Family Leave -
  - a. The Board may grant child rearing/family leave to any employee upon request providing such employee gives notice, in writing, to the Superintendent sixty (60) days before the commencement of said leave.
  - b. Said employee shall be granted up to eighteen (18) months leave without pay. This period of time may be extended by mutual consent.
4. Other Leaves of Absence - Other leaves of absence, without pay, may be granted at the discretion of the Board of Education.
5. Return from Leave - A staff member returning from extended leave of absence shall be placed on the next step of the salary guide if said leave started after February 1st. A staff member returning from extended leave of absence shall be placed on the step he/she was on when he/she left, if said leave started prior to February 1st.
6. This article shall be consistent with NJSA 34:11B-1 et seq., and Board Policy 4151.2/4251.2; the Board of Education recognizes federal and state law concerning the Family Leave Act.

## ARTICLE X

### - GRIEVANCE PROCEDURE -

#### Definitions

The term "grievance" means a complaint by any employee that there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

The term "grievance", and the procedure relative thereto, shall not be deemed applicable in the following instances:

- (a) the failure or refusal of the Board to renew the contract of a non-tenured employee.
- (b) in matters where the Board is without authority to provide a remedy.

In the following instances, an employee shall have the right to invoke the grievance procedure up to a hearing before the Board of Education and, upon a decision being made by the Board, the procedure thereafter shall be by petition filed with the Commissioner of Education:

- (a) in matters where a method of review is prescribed by law or by any rule, regulation, or bylaw of the State, Commissioner of Education, or the State Board of Education;
- (b) in matters where the Board contends that it has the sole and unlimited discretion to act;
- (c) in matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

The term "representative" shall include any organization or other person authorized or designated by any employee, any group of employees, or by the Board to act on its behalf and/or their behalf to represent it or them.

The term "employee" shall mean those employees recognized in Article I RECOGNITION and shall include a single employee or a group of employees.

## ARTICLE X (*Continued*)

The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

### Procedure

1. An aggrieved employee shall institute action under the provisions hereof with thirty (30) calendar days of the occurrence complained of, or within the thirty (30) calendar days after the employee would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) calendar days period shall be deemed to constitute abandonment of the grievance. In the event the aggrieved employee has been absent from work due to a single illness, the period during which action may be instituted shall be extended for a period equal to such length of consecutive absence except that no action shall be instituted later than ninety (90) calendar days after the occurrence which gave rise to the grievance.
2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in the appeal. Notwithstanding anything herein contained to the contrary, a minority organization shall not have the right to present or process a grievance.
4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. An employee shall first take the grievance, in writing, to the employee's immediate superior. Where the immediate superior is below the rank of principal, the principal shall be notified simultaneously, in writing, and shall have the right to be present at, and to participate in, said hearing. The time periods indicated shall commence when the immediate supervisor receives the written grievance. Within five (5) school days from receipt of the written

## ARTICLE X (Continued)

grievance (unless a different period is mutually agreed upon) the principal shall hold a hearing at which all parties in interest shall have the right to be heard. A decision shall be rendered within five (5) calendar days of said hearing. If the five (5) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days. For grievances filed at the end of school year, see Paragraph 18 below.

6. If the grievance is not resolved to the employee's satisfaction and the employee wishes to proceed further, then, within five (5) calendar days from the decision referred to in Paragraph 5 above, the employee shall submit the grievance to the Superintendent of Schools, in writing, specifying: (a) the nature of the grievance; (b) the results of the previous hearing; and (c) the basis of the employee's dissatisfaction with the decision. If the five (5) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days.
7. A copy of the writing, called for in Paragraph 6 above, shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
8. Within ten (10) calendar days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard. If the ten (10) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days. For grievances filed at the end of school year, see Paragraph 18 below.
9. Within ten (10) calendar days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of the Superintendent's decision and shall forward a copy of said decision to the school principal and to the immediate superior of the aggrieved employee. If the ten (10) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days. For grievances filed at the end of school year, see Paragraph 18 below.
10. In the event of the failure of the Superintendent to act in accordance with provisions of Paragraphs 8 and/or 9 or provisions thereof, is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) calendar days of the failure of the Superintendent to comply with Paragraphs 8 and 9

## ARTICLE X (Continued)

hereof or within ten (10) calendar days of the Superintendent's decision, may appeal to the Board of Education. If the ten (10) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days.

11. Where an appeal is taken to the Board, there shall be, submitted by the appellant, the writing set forth in Paragraphs 6 and 9 hereof and a further written statement setting forth the appellant's dissatisfaction with the Superintendent's decision, if that be the case. A copy of all writings shall be furnished to the Superintendent and to the adverse party.
12. If the appellant, in the appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted it, or the Board may on its own conduct a hearing with the grievant, his/her representative and the adverse party invited to be present, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests, in writing, a hearing before the Board, a hearing shall be held within a reasonable time thereafter. The Board shall have the option of hearing the grievance as a full Board or of appointing a two-member Board committee to hear the grievance.
13. The Board shall render a decision within thirty (30) days from the receipt of the grievance and shall, in writing, notify the employee, his/her representative if there be one, the Principal, and the Superintendent of such decision. This time period may be extended by mutual agreement of the parties.
14. In the event an employee is dissatisfied with the decision of the Board, the employee shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123 of 1974. A request for advisory arbitration shall be made no later than fifteen (15) calendar days following the decision of the Board.

Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such request. In the event the aggrieved employee has been absent from school due to a single illness, the period during which action may be instituted shall be extended

## ARTICLE X (Continued)

for a period equal to such length of consecutive absence except that in no event shall such period exceed ninety (90) calendar days.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear its own costs.

15. In any case, where a grievance is based upon the direct order, ruling, or decision of the Superintendent, the aggrieved employee may appeal directly to the Board within thirty (30) calendar days of the issuance of said order, ruling or decision, or within thirty (30) calendar days of the time when same has been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth:
  - (a) the order, ruling, or decision complained of;
  - (b) the basis of the complaint; and
  - (c) a request for a hearing, if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply, if any, shall be served upon the aggrieved employee. If the thirty (30) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days.

16. Upon receipt of a grievance filed under the provisions of Paragraph 15 above, the procedure shall be as set forth in Paragraphs 12 and 13 hereof.
17. All employees shall be entitled to resort to the full procedure hereinabove set forth.
18. It is agreed that, in the event a grievance is filed after April 30, all parties shall make a concerted effort to accelerate the time sequence so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as is practicable.

Grievances filed at the end of the school year (with less than three (3) school days remaining) shall adhere to the calendar day time periods referred to above with no extensions to include school days. The time periods shall be extended, however, to include administrator/supervisor vacation periods and employee vacation/employment periods where the employee or association representative is unavailable for a hearing.

## ARTICLE XI

### - DEDUCTION FROM SALARY -

#### A. EEA Members

The Board agrees to deduct from salaries of its employees, dues for the Emerson Education Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association. Such deductions shall be made in compliance with rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the NJEA by the 15th of each month following the monthly pay period in which deductions were made. NJEA shall disburse such monies to the appropriate association or associations. Employee authorizations shall be completed in written form as provided by NJEA.

NJEA shall certify to the Board, in writing, the current rate of its membership dues for each individual. Additional authorizations for dues deduction may be received after August under rules established by the State Department of Education.

The filing of notice of a employee's withdrawal shall be in compliance with the existing statutes.

#### B. NON-EEA MEMBERS

If an employee included in the recognition clause of this contract does not become a member of the unified associations during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by the Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

The representation fee to be paid by non-members will be equal to 85% of the regular membership dues or the maximum presently allowed by law. If the law is modified in this regard, the amount of the representation fee automatically will be changed to the maximum allowed, said change to become effective as of the beginning of the Association membership year immediately following the effective date of the change. The NJEA will notify the Board, in writing, of the amount of the regular membership dues.

## **ARTICLE XI (Continued)**

The EEA will submit to the Board a list of those employees who have not become members of the Association for the then-current membership year. The Board will deduct from the salaries of such employees in accordance with the following procedures.

The Board will deduct the representation fee in equal installments from the paychecks paid to each employee on the aforesaid list. The deductions will begin with the first paycheck paid and be promptly transmitted to the NJEA.

If an employee who is required to pay a representation fee terminates his or 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 employee during the membership year in question.

The Association will notify the Board, in writing, of any changes in the list provided for in the paragraph above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Board received said notice.

## ARTICLE XII

### - TERMS AND CONDITIONS OF EMPLOYMENT -

- A. In the event there is an opening or a new position created in the clerical or secretarial staff of the Emerson School System, all qualified employees of the system shall be given adequate opportunity to make application. Notice of such position shall be posted on the bulletin board of each school.
- B. No employee shall be required to work in a school building without a custodian or other authorized school personnel on the premises.
- C. All full-time (12) month employees shall have two weeks (10 working days) vacation with pay after one full year of employment in the school system; three weeks (15 working days) with pay after eight (8) years of employment; four weeks (20 working days) with pay after fourteen (14) years of employment.

If an employee has not been under contract for a full year, he/she shall receive one day of vacation for each month employed.

All employees may take one week at any time during the school year, after a request has been made and approval granted by the Superintendent of Schools.

All employees shall receive the following vacation days in addition to those weeks as earned above under this article:

1. Holiday week in December
2. Winter recess week
3. Spring recess break
4. NJEA Convention days
5. Religious or legal holidays when school is not in session

- D. Employees shall be notified of rehiring by 5/15 of the preceding year.
- E. Upon completion of three years of employment, employees shall be appointed to an unfixed term so as to grant them tenure in accordance with 18A:17-3 and 18A:17-4.

## ARTICLE XIII

### - DURATION OF AGREEMENT -

This Agreement shall be in effect as of July 1, 1995, and shall continue until June 30, 1998.

This Agreement shall continue in full force and effect with all attendant benefits until a successor Agreement is satisfied by the Board and Association.

EMERSON BOARD OF EDUCATION

BY *Mark S. Citny*  
President

BY *Philip H. Weiroff*  
Secretary

EMERSON EDUCATION ASSOCIATION

BY *James Bayley*  
President

BY *Anne Ida Esqui*  
Secretary

## **ARTICLE XIV**

### **- ADMINISTRATION OF SALARY GUIDE -**

1. Salaries for all employees shall be determined by this Guide.
2. Increments may be withheld by the Board of Education for unsatisfactory service upon recommendation of the Superintendent or direct supervisors.
3. The Board of Education will reimburse full tuition for those courses which are taken at the request of the Board or the Superintendent.

## **ARTICLE XV**

### **- SERVICE RECOGNITION -**

The Emerson Board of Education will recognize outstanding dedicated secretaries and clerks who have served the Emerson Public Schools for 20 or more consecutive years upon their retirement from education by awarding them \$150 per year of such full-time service.

Outstanding dedicated secretaries and clerks in any given year are those individuals who have received all satisfactory ratings on all annual evaluations and who have contributed to the broad range of school activities.

Any unsatisfactory rating on any annual evaluation shall cause the secretary or clerk to lose the \$150 bonus credit for that year. Any letter of reprimand issued by the Board of Education or Superintendent, or withholding of increment in any secretary or clerk's years of service, will disqualify the secretary or clerk from that year's \$150 bonus credit.

The maximum service bonus to any secretary or clerk shall be \$5,000.

Employees may elect to pay for any or all of their benefits after retirement at the rate of 102% of the group rate. Payment for the year must be made in two equal installments. The first payment must be made by July 15th of the year in which the benefits are continued, the second payment must be made by January 30th of the year in which the benefits are continued.

## ARTICLE XVI

### - Evaluation -

Improvement in the quality of the educational process depends on continuous evaluation carried on jointly in an atmosphere of mutual respect and trust by both employees and supervisors.

Formal yearly evaluations shall be performed for non-tenured and tenured employees. All employees shall be observed at least once each year. After a formal observation, supervisors shall make every effort to provide employees with a written observation report and a conference within five (5) school days. All such conferences and written observations, however, shall be provided not later than ten (10) school days after the observation (unless necessitated by the illness or absence of either party). If the written observation contains any ratings of "unsatisfactory", the conference and written observation shall be provided not later than five (5) school days after the observation (unless necessitated by the illness or absence of either party).

Should the written observation report contain deficiencies, the observer shall also include suggestions for improvement.

**- SCHEDULE A.1 -**  
**1995/1996 - 1997/1998**  
**EMERSON BOARD OF EDUCATION**  
**SECRETARY/CLERK SALARY GUIDE FOR ALL EMPLOYEES HIRED PRIOR TO**  
**SEPTEMBER 1, 1995**

<b>STEP</b>	<b>12 MONTH SECRETARY TO H.S. PRINCIPAL LEVEL 1</b>	<b>12 MONTH SECRETARY LEVEL 2</b>	<b>10 MONTH SECRETARY LEVEL 3</b>	<b>10 MONTH CLERK LEVEL 4</b>
1	19781	18793	15660	14878
2	20822	19782	16484	15661
3	21918	20823	17352	16485
4	23072	21919	18265	17352
5	24226	23015	19179	18221
6	25437	24166	20137	19131
7	26709	25374	21144	20088

**- SCHEDULE A.2 -**  
**1995/1996 - 1997/1998**  
**EMERSON BOARD OF EDUCATION**  
**SALARY GUIDE FOR ALL EMPLOYEES HIRED AFTER SEPTEMBER 1, 1995**

STEP	12 MONTH SECRETARY TO H.S. PRINCIPAL	12 MONTH SECRETARY	10 MONTH SECRETARY	10 MONTH CLERK
	LEVEL 1	LEVEL 2	LEVEL 3	LEVEL 4
<b>1995/1996</b>				
1	19781	18793	15660	14878
2	20822	19782	16484	15661
3	21918	20823	17352	16485
4	23072	21919	18265	17352
5	24226	23015	19179	18221
6	25437	24166	20137	19131
7	26709	25374	21144	20088
<b>1996/1997</b>				
1	19781	18793	15660	14878
2	20543	19517	16263	15451
3	21624	20544	17119	16264
4	22762	21625	18020	17120
5	23960	22763	18968	18020
6	25159	23901	19917	18923
7	26416	25096	20912	19868
<b>1997/1998</b>				
1	19781	18793	15660	14878
2	20533	19507	16255	15443
3	21323	20258	16881	16038
4	22445	21324	17769	16882
5	23627	22446	18705	17770
6	24871	23628	19689	18705
7	26115	24809	20674	19642

## - ADDITIONS TO SCHEDULE 'A' -

1. Board Paid Benefits:

100% Blue Cross/Blue Shield, Rider J, Major Medical - Full Family  
100% Dental Plan - Full Family  
\$10 Prescription Plan - Full Family

2. Longevity

All secretaries and clerks having worked nine years in the Emerson School System shall have a sum of \$60.00 added to their salaries for every year they have remained in the system after the ninth year, subject to a maximum of \$780. It is noted that this starts in the tenth year. This shall be prorated for part-time employees.

3. Washington National Income Protection Plan

The Emerson Board of Education agrees to pay the premium for the Basic Plan each month for each member of the E.E.S.A. hired prior to September 1, 1995, towards the Income Protection Plan issued by the Washington National Insurance Company of Evanston, Illinois.

4. Stipend (Substitute Calling)

There shall be a stipend of \$700 for arranging for substitutes at the elementary level.

5. Employees above Step 7 shall receive salary increases of 3.9% in 1995-96, 3.85% in 1996-97, and 3.8% in 1997-98.