

AGREEMENT

BETWEEN THE

WESTWOOD EDUCATIONAL SECRETARIES ASSOCIATION

AND THE

BOARD OF EDUCATION OF THE WESTWOOD REGIONAL SCHOOL DISTRICT

COUNTY OF BERGEN

1993 - 1996

TABLE OF CONTENTS

ARTICLE I	RECOGNITION.....	p.1
ARTICLE II	NEGOTIATION PROCEDURE.....	p.1
ARTICLE III	SICK LEAVE.....	p.2
ARTICLE IV	TEMPORARY LEAVE OF ABSENCE.....	p.2
ARTICLE V	HOLIDAYS.....	p.3
ARTICLE VI	VACATIONS.....	p.3
ARTICLE VII	VACANCIES AND NOTICE.....	p.4
ARTICLE VIII	WORKING CONDITIONS.....	p.4
ARTICLE IX	INSURANCE COVERAGE.....	p.4
ARTICLE X	GRIEVANCE PROCEDURE.....	p.5
ARTICLE XI	WITHHOLDING OF INCREASE.....	p.8
ARTICLE XII	REPRESENTATION FEE.....	p.8
ARTICLE XIII	REDUCTION IN FORCE.....	p.9
ARTICLE XIV	SALARY GUIDES.....	p.10
ARTICLE XV	DURATION OF AGREEMENT.....	p.9

AGREEMENT

This is an agreement between the Westwood Regional Board of Education, hereinafter called the Board, and the Westwood Educational Secretaries Association, hereinafter called the Association. It shall become effective as of July 1, 1993 and shall continue in effect until June 30, 1996 or until a subsequent successor agreement has been negotiated.

All present policies shall remain in effect except for such additions and changes as indicated hereafter.

ARTICLE I - RECOGNITION

- A. Pursuant to Chapter 123, Laws of 1974 of the State of New Jersey, known as the New Jersey Public Employer-Employee Relations Act, the Westwood Regional Board of Education hereby recognizes the Westwood Educational Secretaries Association as the exclusive representative for the purpose of collective negotiations for all secretarial and clerical personnel under contract to the Board of Education with the exception of the secretary to the Superintendent, the secretary to the Assistant Superintendent, the secretary to the Business Administrator-Board Secretary, budget bookkeepers and payroll bookkeepers.
- B. Unless otherwise indicated, the term "secretaries" when used hereinafter in this Agreement, shall refer to all personnel represented by the Association.

ARTICLE II - NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations in accordance with Chapter 123, Public Law of New Jersey, 1974, in a good-faith effort to reach agreement concerning the terms and conditions of secretaries' employment. Any Agreement negotiated shall apply to the unit defined in Article I, shall be reduced to writing, shall be ratified by the Association, shall be adopted by the Board, and shall be signed by the Association and the Board.
- B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III - SICK LEAVE

- A. All 12 month secretaries shall be entitled to 12 sick days per year; 10½ month secretaries shall be entitled to 11 sick days per year; 10 month secretaries shall be entitled to 10 sick days per year. Secretaries entering the school district during the school year will be pro-rated on the basis of one day per month for each full month of employment.
- B. Effective July 1, 1991, a secretary retiring from Westwood shall be compensated for the accumulated sick leave which she has earned in Westwood. The secretary shall receive seventy-five dollars (\$75.00) for a maximum one hundred (100) days. Payments for this benefit shall be made sixty (60) days following her notice to retire or at retirement, whichever date shall be later. However, at the employee's option, said payment may be deferred to the subsequent July 1st or January 1st.
- C. All visits for treatment, examination and/or evaluation to a member of the medical, dental, etc. professions shall be considered as sick leave and not personal leave.

ARTICLE IV - TEMPORARY LEAVE OF ABSENCE - PAID

Secretaries shall be entitled to non-accumulative leaves of absence with full pay for the following reasons:

A. Bereavement - Immediate Family

A secretary shall be granted up to five (5) days for the death of a member of the immediate family. Immediate family shall be defined as: parents, spouse, children, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law or other long-term members of the immediate household.

B. Bereavement - Close Friend or Other Relatives

A secretary shall be granted one (1) day to attend the funeral of a close friend or relative not in the immediate family.

C. Bereavement - Extenuating Circumstances

In case of extenuating circumstances the Superintendent may grant additional bereavement leave based on the individual secretary's request.

ARTICLE IV - TEMPORARY LEAVE OF ABSENCE - PAID (CONTINUED)

D. Personal Business

When notice is submitted five (5) days in advance, except in emergencies, a secretary shall be granted a maximum of five (5) days per school year for the purpose of conducting the following business: illness in the family, court appearance, closing of a house, mortgage, moving, attending graduation exercises of a spouse or child, or I.R.S. audit. Personal business not listed above but which requires absence during normal school hours may be granted upon request.

All such requests for personal days shall be made directly to the Superintendent of Schools. The Principal will be informed by the secretary of such request and the dates requested.

ARTICLE V - HOLIDAYS

Secretaries will follow the same holiday schedule as set forth in the School Calendar for the fiscal year.

ARTICLE VI - VACATIONS

- A. As of June 30 of any given year, twelve month secretaries completing one to seven years of service shall receive a vacation of ten working days in the following July or August. An employee completing a part of a year shall have a pro-rated vacation.
- B. As of June 30 of any given year, twelve month secretaries completing eight years of service shall receive a vacation of fifteen (15) working days in the following July or August.
- C. The secretary to the Jr. Sr. High School Principal who was at maximum during the 1986-87 school year shall be grandfathered for entitlement to twenty (20) working days of vacation. This secretary will have the option of taking vacation for fifteen (15) days and be paid for five (5) working days in addition to her regular pay.

ARTICLE VII - VACANCIES AND NOTICE

- A. The Superintendent shall notify all secretarial employees of any secretarial vacancies as they become available.
- B. Secretaries planning to leave the district shall be required to give thirty (30) days notice.

ARTICLE VIII - WORKING CONDITIONS

- A. A normal work week for employees hired as office personnel shall consist of five (5) working days, namely Monday, Tuesday, Wednesday, Thursday, and Friday.
- B. A normal work week shall consist of thirty-five (35) hours (excluding lunch).

ARTICLE IX - INSURANCE COVERAGE

- A. The Board of Education shall pay the full premium for health care insurance protection for all secretaries employed by the Board and for family or other dependents of said secretaries, where applicable. The health care insurance protection shall be the combined Blue Cross/Blue Shield (including Rider "J") and Prudential Major Medical Insurance encompassing all the provisions under the New Jersey State Health Benefits Plan.

ARTICLE IX - INSURANCE COVERAGE (CONTINUED)

- B. During the term of this contract, the Board agrees to maintain the level of insurance coverage provided by the existing dental, prescription and optical plans at no cost to individual secretaries or the association, except as otherwise provided herein. Effective July 1, 1993, the prescription plan shall be modified to provide for a \$7.00 co-pay for name brand prescriptions and \$4.00 co-pay for generic prescriptions.
- C. The Board will permit retirees to remain in the dental, optical and/or prescription plan by paying the Board the appropriate monthly premium(s) in advance. The Board and the Association shall be saved harmless in the event this benefit cannot be implemented.

ARTICLE X - GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim by a secretary or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting a secretary or a group of secretaries. The term grieving shall not apply to any matter which (1) a method of review is prescribed by State Law or State Board of Education Rule having the force and effect of law, or (2) the Board is without authority to act or (3) a complaint of a non-tenured secretary which arises by reason of the final decision of the Board not to re-employ the secretary. For the purpose of this Article, the term secretary shall mean also a group of secretaries having the same grievance.

B. Procedure

The Association may process a grievance on behalf of specified secretaries or on its own behalf. A secretary shall have the right to present the grievance or designate representatives of the Westwood Education Association. A grievance to be considered under this procedure must be initiated by the grievant within twenty (20) school days of the action or deed which prompted the grievance.

1. Level One - Principal

The grievant shall discuss the grievance first with his/her Principal or immediate superior in an attempt to resolve the matter informally at that level.

ARTICLE X - GRIEVANCE PROCEDURE (CONTINUED)

- b. If, as a result of the discussion, the matter is not received to the satisfaction of the grievant within five (5) school days, he/she shall, within ten (10) school days, set forth his/her complaint in writing to the Principal or Supervisor. The Principal or Supervisor shall communicate the decision to the grievant in writing within three (3) school days of receipt of the written complaint.

2. Level Two - Superintendent

The grievant may appeal the Principal's or Supervisor's decision to the Superintendent of Schools. The appeal to the Superintendent must be filed within ten (10) school days and must be made in writing setting forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Principal or Supervisor, shall confer with the concerned parties and upon request with the grievant or Principal (Supervisor) separately. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate the decision in writing, along with supporting reasons, to the grievant and the Principal or Supervisor.

3. Level Three - Board of Education

If the grievance is not resolved to the grievant's satisfaction, he/she may, within ten (10) school days, request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant if requested, and render a decision in writing within twenty (20) school days.

4. Level Four - Arbitration

If the grievant is not satisfied with the disposition of the grievance at the Board level, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board of Education, the grievant may, within ten (10) school days after the decision by the Board of Education or thirty (30) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the grievant.



ARTICLE X - GRIEVANCE PROCEDURE (CONTINUED)

- b. The parties designate Jack Tillem to be the permanent arbitrator for all arbitrations pursuant to the terms of this Agreement.
- c. In the event of the unavailability of Mr. Tillem to act in accordance with the provisions of this Agreement, then within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of PERC.
- d. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association. The arbitration, pursuant to this paragraph, shall be advisory provided, however, in the event the Board of Education shall refuse to accept or implement three (3) awards on different issues made by the arbitrator pursuant to this contract, then any subsequent arbitration shall be a binding arbitration for the duration of the term of this Agreement. The authority of the arbitrator is limited to the interpretations, application or the compliance with the provisions of this Agreement and the arbitrator shall have no authority to modify, add to, subtract from, or in any way alter any of the terms of this Agreement, and shall be bound by all applicable New Jersey and Federal Statutes, the Constitutions of the State of New Jersey and of the United States, and all decisions of the Commissioner of Education, the State Board of Education, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey.
- e. The fees and expenses of the arbitrator are the only costs which shall be shared by the Board and the Association and such costs will be shared equally. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE XI - WITHHOLDING OF INCREASE

- A. Increases are not automatic and may be withheld from secretaries or clerks by the Board of Education upon the recommendation of the Superintendent that performance has been below acceptable standards. Increases withheld for this reason shall be deemed to have been lost.
- B. Said decision to withhold an increase shall be subject to the grievance procedure.

ARTICLE XII - REPRESENTATION FEE

A. Purpose of Fee

If a secretary does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative. Membership fee is to include that of W.E.S.A., B.C.E.A., N.J.E.A., and any other fee required.

B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non members will be equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any secretary who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each secretary during the remainder of the membership year in question. The deductions will begin thirty (30) days after the secretary begins her employment in a bargaining unit position.

ARTICLE XII - REPRESENTATION FEE (CONTINUED)

D. Termination of Employment

If a secretary who is required to pay a representation fee terminates 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 secretary during the membership year in question and promptly forward same to the Association.

E. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

ARTICLE XIII - REDUCTION IN FORCE

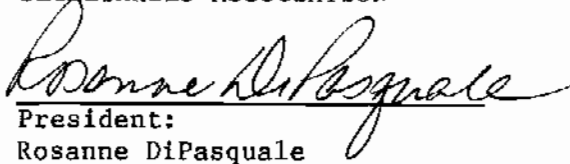
Reduction in force and recall will be based on seniority and evaluation.

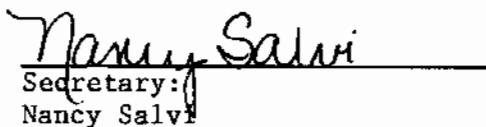
ARTICLE XV - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1993 and shall continue in effect until June 30, 1996, or until a subsequent Successor Agreement has been negotiated. Negotiations for a Successor Agreement shall begin not later than December 15, 1995.

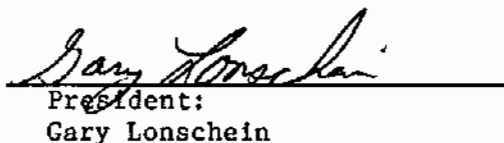
In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President and attested to by its Secretary.

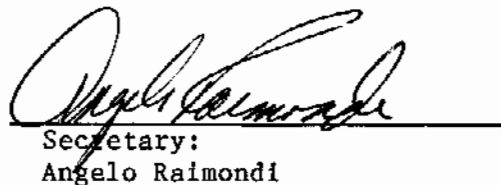
WESTWOOD EDUCATIONAL  
SECRETARIES ASSOCIATION

  
President:  
Rosanne DiPasquale

  
Secretary:  
Nancy Salvi

WESTWOOD BOARD OF EDUCATION

  
President:  
Gary Lonschein

  
Secretary:  
Angelo Raimondi

ARTICLE XIV

WESTWOOD EDUCATIONAL SECRETARIES ASSOCIATION

SALARY GUIDE

<u>Step</u>	<u>1993-94</u>	<u>1994-95</u>	<u>1995-96</u>
1	19,734	20,234	20,734
2	20,630	21,234	21,666
3	21,713	22,181	22,717
4	22,796	23,326	23,712
5	23,880	24,470	24,916
6	24,998	25,616	26,118
7	26,116	26,798	27,322
8	27,236	27,980	28,565
9	28,389	29,163	29,807
10	29,543	30,382	31,050

NOTES:

1. Salaries listed are for full time twelve (12) month secretaries. Part time secretaries will have the applicable salary guide figure pro-rated based on their actual contracted time i.e., ten and a half (10½) month secretaries will receive 87.5 percent of the applicable guide figure. Ten (10) month secretaries will receive 83.3 per cent of the applicable guide figure.
2. The secretary to the High School Principal shall receive 110 percent of the applicable guide figure.
3. The library clerk (10 month position) shall receive 80 percent of the applicable guide figure.
4. The student services clerk (10½ month position) shall receive 81.7% of the applicable guide figure.