

APPROVED

A G R E E M E N T

BETWEEN:

THE WANAQUE BOROUGH DISTRICT BOARD OF EDUCATION

AND:

THE WANAQUE BOROUGH SECRETARIES' ASSOCIATION

X 1980 - 1983

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TABLE OF CONTENTS

		<u>PAGE</u>
Article I	Recognition	1
Article II	Negotiations of Successor Agreement	1
Article III	Grievance Procedure	1
Article IV	Working Hours	5
Article V	Overtime	5
Article VI	Holidays	5
Article VII	Vacation	5
Article VIII	Snow Days	6
Article IX	Leave Without Loss of Salary	6
Article X	Health Insurance	7
Article XI	Evaluation	7
Article XII	Maternity Leaves	10
Article XIII	Salary	11
Article XIV	Student Supervision	11

ARTICLE I - RECOGNITION

The Wanaque Borough Board of Education hereby recognizes the Wanaque Borough Secretaries' Association, hereafter referred to as the WBSA, as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time Principals' Secretaries..

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations between September 10, 1982 and October 15, 1982 over a successor agreement in accordance with Chapter 123, Public Law, 1975, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment.

B. It is further agreed that the WBSA will submit a complete successor agreement to the Board no later than September 1, 1982, and the Board agrees to submit a successor agreement to the WBSA no later than September 20, 1982. It is agreed that 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 WBSA, and be adopted by the Board and the WBSA.

D. The term of this agreement shall be July 1, 1980, through June 30, 1983.

ARTICLE III - GRIEVANCE PROCEDURE

A. Any individual members of the WBSA shall have the right to appeal the application of policies and administrative decisions affecting him/her through administrative channels within twenty-five school/business days following the action or condition which is the basis for his/her complaint.

ARTICLE III - GRIEVANCE PROCEDURE

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 him/her, them, or the Association.

C. With respect to personal grievance, he/she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. He/She shall have the right to present his/her own appeal at the Principal's level and the right to designate representatives of the WBSA to appear with him/her at successive levels of appeal.

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

E. If, in the judgment of the WBSA, a grievance affects a group or class of secretaries the WBSA may submit such grievance according to grievance procedures given for the employee.

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

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

(3) The employee may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent

ARTICLE III - GRIEVANCE PROCEDURE

must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a written report on the grievance from the Principal, shall confer with the concerned parties and, upon request, with the employee or Principal separately. He 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 decision in writing, along with the supporting reasons, to the employee and the Principal. (Step 3.)

(4) a. If the grievance is not settled after reaching the Superintendent of Schools, the matter must be referred to the WBSA for consideration. The Association shall make a determination as soon as possible, but within a period not to exceed ten (10) school/business days, notifying the employee in writing of the determination. (Step 4.)

b. If the WBSA determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education. (Step 4b.)

c. If the WBSA determines that the grievance is without merit, it will so advise the employee, and a copy of its findings shall be sent to the Principal, the Superintendent of Schools and the Board of Education. (Step 4c.)

d. An employee whose grievance has been determined to be without merit by the WBSA shall retain the right to appeal in writing to the Board of Education. (Step 4d.)

(5) If the grievance is not resolved to the employee's satisfaction, he/she may directly after step four (4) and within ten (10) school/business days request a review by the Board of Education. The request shall be submitted in writing through the

ARTICLE III - GRIEVANCE PROCEDURE

Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. 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 receives the appeal, providing no outstanding grievance exists at the Board level. If an outstanding grievance exists the fifteen (15) school/business day period shall begin upon written reply to the previous grievance. (Step 5.)

(6) If the aggrieved person is not satisfied with the disposition of his/her grievance, he/she may within five (5) school/business days request in writing that the WBSA submit the grievance to binding arbitration. If said WBSA determines that the grievance is meritorious, it may submit the matter to binding arbitration within ten (10) school/business days after receipt of the request by the aggrieved person. Such arbitration shall be in accordance with Rule 19:12-14 of the New Jersey Public Employment Relations Commission, as supplemented and amended. (Step 6.)

(7) 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. However, if both parties to this agreement mutually agree, expedited arbitration procedures under the rules of P.E.R.C. may be utilized at any step of the procedure.

(8) 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 Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE IV - WORKING HOURS

July 1st to August 31st -- Thirty (30) hours per week

September 1st to June 30th -- Thirty-five (35) hours per week

ARTICLE V - OVERTIME

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

Secretaries shall be entitled to holidays consistent with the official school calendar plus Independence Day and Labor Day and teachers' conventions. Proof of attendance at the NJEA Convention or attendance at in-service workshops in the district is required. During winter and spring recesses, where scheduled, these days are to be regular work days, to be off in part or whole at the discretion of the building Principal without loss of pay.

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>
Six months	5 days
Seven months to one year	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. Schools will be closed for the first three (3) full weeks in July. All employees will take vacation during this period. If

ARTICLE VII - VACATION

an employee is entitled to more than fifteen days, any additional vacation days shall normally be scheduled during the summer school recess although other times may be requested and granted if approved by the building principal. Employees with less than fifteen (15) days accrued vacation will be reassigned by the Superintendent of Schools for any days schools will be closed in July that exceed their vacation entitlement.

ARTICLE VIII - SNOW DAYS

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

ARTICLE IX - LEAVE WITHOUT LOSS OF SALARY

A. Leave consistent with leave given to teachers.

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, grandmother, and grandfather. A leave of one (1) day shall be given for the death of brother-in-law or sister-in-law. 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 secretaries shall be entitled to twelve (12) cumulative sick days per school year.

D. Secretaries 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

ARTICLE IX - LEAVE WITHOUT LOSS OF SALARY

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

The health insurance coverage for the secretaries shall be consistent with the provisions made by the Board for the teachers.

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 as 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 her performance in each of the areas wherein weaknesses have been indicated.

C. The secretary and evaluator shall indicate the receiving 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

ARTICLE XI - EVALUATION

a conference within five (5) school/business days after receipt of said evaluation, 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 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 superior 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 WBSA at any meetings or conferences regarding such complaint.

F. Any complaint unresolved between the employee and the Principal 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

ARTICLE XI - EVALUATION

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 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 received an unsatisfactory evaluation, the evaluator is to immediately develop a performance guideline of the said secretary. This performance guideline will

ARTICLE XI - EVALUATION

indicate the duties and responsibilities of the secretary's position, and, in addition, will outline the ways by which the secretary can increase 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. The Board of Education will withhold any increases for unsatisfactory performance; however, when a secretary classified as an unsatisfactory performer increases her level of performance to satisfactory, a pro-rated salary increase will be issued to coincide with the effective date of the satisfactory evaluation rating.

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

ARTICLE XII - MATERNITY LEAVES

The Board shall grant maternity leave to any member of the WBSA 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 - SALARY

	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>
Marie Bauman	8600	9230	9920
Barbara Carroll	9540	10180	10870
Peggy Craig	8600	9230	9920
Catherine Longo	9540	10180	10870

Salary increase for 1980-81 was based on 6.7%.

Salary increase for 1981-82 was based on 7%.

Salary increase for 1982-83 was based on 7.1%.

Beginning salaries are as follows:

1980-81 7800

1981-82 8100

1982-83 8300

All secretaries will receive a longevity stipend of \$200 commencing with the beginning of the tenth year of service and a longevity stipend of \$300 commencing with the fourteenth year of service.

ARTICLE XIV - STUDENT SUPERVISION

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