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16-13

AGREEMENT
between the
WANAQUE BOROUGH DISTRICT BOARD OF EDUCATION
and the
WANAQUE BOROUGH SECRETARIES' ASSOCIATION

1986 - 1989

X 7/1/86 - 6/30/89

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ARTICLE I - RECOGNITION

A. 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 regularly employed full time Principals' secretaries, hereinafter referred to as employees.

ARTICLE II - NEGOTIATIONS OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations between October 1, 1988 and October 20, 1988 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 WBSA will submit a successor agreement to the Board no later than October 1, 1988 and the Board agrees to submit a successor agreement to the WBSA no later than October 20, 1988. It is agreed no new items not included in the original documents will be introduced during the negotiations period.

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

D. The term of this agreement shall be July 1, 1986 through June 30, 1989.

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

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. Any employee who has a grievance shall discuss it first with his/her

ARTICLE III - GRIEVANCE PROCEDURE (continued)

Principal or immediate superior or department head (if applicable) within 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. 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 effect. 5. Desired remedy. 6. Person(s) affected. 7. Signature and date of submission. 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)

G. The employee may appeal the Principal'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 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, 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)

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 day 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 whoshall attach all related papers and foward 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 WBSA for final determination as to whether the grievance should be submitted to binding arbitration. The WBSA may submit the grievance to binding arbitration within fifteen (15) school/business days after receipt of the Board's decision. Such arbitration shall be in accordance with rule 19:12-14 of the New Jersey Public Relations Commission, as supplemented and amended. (Step 5)

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

K. The cost for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing

ARTICLE III - GRIEVANCE PROCEDURE (continued)

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

- A. First day of school through last day of school--Thirty-five (35)hours per week.
- B. Day after closing of school through day before opening of school for students -- Thirty (30) hours per week.
- C. Secretaries shall be permitted to work the required six hours per day without taking a lunch period. However, coverage of the building shall be provided from 8:A.M. TO 3:P.M. by alternating arrival and dismissal times.

ARTICLE V - OVERTIME

- A. Overtime work shall be compensated at the rate of one and one-half (1 1/2) 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 teachers' 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>
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. Vacation may be taken at any time during the summer, except the last week prior to school opening.

- C. The approval of the Principal is required.

ARTICLE VIII - SNOW DAYS

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

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

ARTICLE IX - LEAVE WITHOUT LOSS OF PAY

A. All employees shall be entitled to three (3) days' leave of absence per school year. Personal days taken before or after a holiday or scheduled school closing 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 and 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 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 twelve (12) cumulative sick days per school year. Any individual whose employment commences after September 1 shall be entitled to 1.2 cumulative sick days per month (5.0=1\2 day; 5.1 or over = full day; 4.9 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 New Jersey Public Employees' 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. The board of Education shall provide each employee and family with a dental plan and pay 100% of the premium to a cap of \$1600 per year for all employees.

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 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 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 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 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.

ARTICLE XI - EVALUATION (continued)

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 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 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 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 - CHILD REARING LEAVE

The Board shall grant child rearing 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>1986-87</u>	<u>1987-88</u>	<u>1988-89</u>
\$14,000	\$15,000	\$16,000

All secretaries will receive a longevity stipend of \$500 commencing with the beginning of the tenth year of service and a longevity stipend of \$1000 commencing with the fifteenth year of service and \$1500 commencing with the twentieth 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.

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 or 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 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.

ARTICLE XV - AGENCY SHOP (continued)

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 WBSA who leaves the school district anytime on or after the 1st day of any 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.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands this _____ day of _____, nineteen hundred and eighty-six.

WANAUKE BOROUGH BOARD OF EDUCATION

BY Jeresa Lewandowski
PRESIDENT

WITNESS:

WANAUKE BOROUGH SECRETARIES' ASSOC.

BY Barbara Carroll

May Lweeney
Board Secretary