

479

AGREEMENT BETWEEN THE
RIVER VALE BOARD OF EDUCATION
AND THE
RIVER VALE ASSOCIATION OF
EDUCATIONAL SECRETARIES

1996/1997

1997/1998

PREAMBLE

This Agreement entered into this _____ day of _____ by and between the Board of Education of the Township of River Vale, New Jersey, hereinafter called the Board, and the River Vale Association of Educational Secretaries, hereinafter called the Association.

W I T N E S S E T H:

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, as amended and supplemented, to negotiate with the Association as the representative of employees hereinafter designated with respect to certain terms and conditions of employment as set forth in this Agreement, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

In consideration of the following mutual covenants, it is hereby agreed as follows:

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ARTICLE I

RECOGNITION

- A. The River Vale Board of Education recognizes the River Vale Association of Educational Secretaries as the exclusive representative of all school secretaries employed by the Board, but excluding all other employees of the River Vale Board of Education, managerial executives, professional, confidential, craft, police employees, and supervisors within the meaning of the New Jersey Employer-Employee Relations Act, as amended, for the purposes of collective negotiations with respect to terms and conditions of employment.

- B. Unless otherwise indicated, the term "secretary" when used hereinafter in the Agreement shall refer to all office employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

GRIEVANCE PROCEDURE

A. Definitions

1. The term "grievance" means a complaint about the interpretation, application, or alleged violation of this Agreement or policies or administrative decisions affecting the terms and conditions of employment of a secretary or group of secretaries.
2. The term "school day" shall mean a day upon which the secretaries' attendance is required.

B. Procedure

1. A grievance to be considered under this procedure must be initiated by the grievant within thirty (30) school days from the time of its occurrence or the time when the aggrieved became aware or should have become aware of the alleged grievance. Failure to act within such period shall be deemed an abandonment of the grievance.

2. Level One:

(a) A grievant shall first discuss her grievance with her immediate superior. Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said discussion.

(b) If the grievant is not satisfied with the result of the discussion, within five (5) school days of the discussion, she shall submit her grievance to her immediate superior in writing specifying:

- (a) the nature of the grievance;
- (b) the results of previous discussions; and
- (c) the nature of the remedy which is being sought by the grievant.

3. Level Two:

If the grievance is not resolved to the grievant's satisfaction within five (5) school days from the written decision referred to in Level One above, the grievant shall submit her grievance to the Superintendent of Schools in writing specifying:

- (a) the nature of the grievance;
- (b) the results of the previous discussion;
- (c) the basis of her dissatisfaction with the determination;
- (d) the nature of the remedy being sought by the grievant.

A copy of the writing called for in the paragraph above shall be furnished to the school principal, to the immediate superior of the grievant, and to the Association.

Within ten (10) school 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 shall have the right to be heard.

Within ten (10) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise all parties and their representatives if there be any, of his determination and reasons therefore.

4. Level Three:

In the event of the failure of the Superintendent to act in accordance with the provisions of the two paragraphs above, or in the event a determination by him, in accordance with the provisions thereof, is deemed unsatisfactory by the grievant, the grievant may within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of the determination by him, appeal to the Board of Education for a private hearing which shall be held within twenty (20) school days of the written request for same.

Where an appeal is taken to the Board, there shall be submitted to the parties and the Board by the appellant:

- (a) The writing set forth in preceding paragraphs, a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action, and any additional written materials as requested by the Board. A copy of said statements shall be furnished to the Superintendent and to the adverse party(ies) who shall have the right to reply thereto.

The Board shall make a determination within thirty (30) school days from its receipt of the grievance and shall, in writing, notify the grievant, her representative if there be one, the principal and the Superintendent of its determination and the reasons therefore. This time period may be extended by mutual agreement of the parties.

5. Level Four:

In the event a grievant is dissatisfied with the determination of the Board, she shall have the right to carry her grievance to arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123, Laws of 1974, as amended and supplemented.

The decisions rendered by the arbitrator shall be advisory only, except in regard to the interpretation of this Agreement.

The demand for such arbitration shall be made no later than fifteen (15) school days following receipt of the written determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved secretary and the Board shall mutually agree upon a longer time period within which to assert such a demand.

The Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, they shall immediately and jointly request the Public Employment Relations Commission to appoint an arbitrator. In the event the said Commission shall be unable or unwilling to appoint an arbitrator, then a request shall be made to the American Arbitration Association to appoint an arbitrator.

In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the appellant and the Board. If the appellant is represented by the Association, the Association will bear the expense for the appellant. In addition, it is expressly provided that the arbitrator shall have the power to recommend that the cost of the arbitration services be borne by one party, if in his judgment that party unnecessarily created the need for the arbitration, or did so for the purposes of delay, or which parties contentions are deemed by him to have been unreasonable and a sham.

The parties agree that any dispute regarding the interpretation of this Agreement shall be submitted to binding arbitration.

C. Miscellaneous

1. A grievant may be represented by herself or, at her option, by a representative selected or approved by the Association. The grievant shall be present throughout each level of the grievance procedure. The Association shall have the right to be present by representative at any hearing, and to make its view known.
2. A grievant processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal by reason of such grievance.
3. Failure at any step of this procedure to communicate the decision on a grievance within the time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be an acceptance of the decision rendered at that step, and an abandonment of further grievance procedure. The parties, however, may mutually agree to extend the time periods specified herein.
4. In the event a grievance shall be filed by any grievant who is not subject to the jurisdiction of any principal, or who may be answerable to more than one principal, such secretary shall initiate her grievance at Level Two.
5. A grievance which by its nature cannot be resolved at levels below that of the Superintendent may be initiated by the grievant at Level Two. In such cases the procedure in Level One shall apply. It is understood by both parties to this Agreement that the purpose of their expedited filing of grievances is to resolve such grievances at their proper level, and is not intended to bypass the normal adjudication of grievances at the lowest administrative level.
6. A copy of the writing set forth above shall be served upon the Superintendent, who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved secretary.
7. Until a grievance is fully resolved to the satisfaction of all parties, all secretaries, including the grievant, shall continue under the direction of the Superintendent of Schools and the administrators regardless of the pendency of any grievance, until such grievance is duly determined; however, duties shall not be varied as of the day before the grievance was first filed.

ARTICLE III

COMPLAINT PROCEDURE

No complaint regarding a secretary made by a parent, student, or member of the community shall be noted in the personnel file of any secretary without first -

- a) notifying the secretary in writing of the source and contents of the complaint; and
- b) affording the secretary a private hearing on such complaint if the secretary shall file written demand therefore within ten (10) days of the notice.

Subsequent notation of the complaint and determination shall be made only after a determination in such hearing which is adverse to the said secretary. In the event the determination is adverse, the secretary shall have the right to attach a written rebuttal to the complaint. Complaints under this Article shall not be subject to the grievance procedure, but the failure to follow the procedure set forth herein would be subject to such grievance procedure.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available to the Association, upon written request, such information in the public domain as follows:

A list of personnel covered by this Agreement, their salaries, and a summary of their steps on the guide, if available.

- B. The Association and its representatives, upon written request to the Superintendent, shall have the right to:

1. Use of school buildings on days when classes are regularly in session and when use of said facilities is not in conflict with regular assignments. The designation of available hours and rooms shall be determined by the Superintendent.
2. Use of equipment with the exception of telephone and supplies shall be permitted at reasonable times when school is not otherwise in session.
3. Reasonable use of scheduled interschool mail and mail boxes.

- C. The rights and privileges of the Association and its representatives as set for the above shall be granted only to the duly recognized unit as the exclusive representative of the secretaries and not to any other employee organization which does not represent the majority of personnel, subject to PERC rules and regulations.

ARTICLE V

SECRETARIES' RIGHTS

- A. All secretaries shall be protected by, and shall enjoy all benefits provided in Chapter 123, Public Laws 1974.
- B. The Board shall not discriminate against any secretary employee with respect to hours, wages, or any terms or conditions of employment by reason of her membership in the Association and its affiliates, her participation in the normal activities of the Association and its affiliates, collective negotiations with the Board, or her institution of any grievance, complaint or proceeding under the negotiated Agreement or otherwise with respect to any terms or conditions of employment, so long as these activities do not interfere with the secretary's regular assignments.
- C. Whenever a secretary is required to appear before the Board or any committee or member thereof concerning any disciplinary matter or any salary increments pertaining thereto, then she shall be given written notice of the reasons for such meeting or interview not less than five (5) days prior to said appearance and shall be entitled to have a representative of her choosing present to advise her and represent her during such meeting or interview.
- D. Any criticism by a supervisor, administrator, or Board member, of a secretary should be made in confidence and not in the presence of students, parents, or other public gatherings. The Board should protect and support school personnel in the proper performance of their duties.

ARTICLE VI

SECRETARY EMPLOYMENT

- A. Each secretary may be placed on the proper step of the salary schedule as of JULY 1 to JUNE 30.
- B. All secretaries, including those returning from leave, shall be informed in writing, of their contract, tentative assignment, and salary status no later than April 30th of the school year, or any other date which may be fixed by law.
- C. Full time secretaries shall have a daily one hour duty-free lunch period.
- D. Secretaries shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health or safety. Secretaries shall immediately report to the principal any working conditions deemed physically unsafe or hazardous.
- E. Secretaries shall not be required to transport students.
- F. Secretaries whose schedules require them to travel between buildings shall not be required to work in more than two schools per day.
- G. Any non-tenured secretary who receives a notice of the non-renewal of her contract may, within fifteen (15) days thereafter, in writing, request a statement of reasons for such non-renewal from the Superintendent. The Superintendent shall give the secretary a statement of reasons in writing, within thirty (30) days after her receipt of such request.
- H. Secretaries shall not be required to take home any job related work or activities after the regular working day unless compensated.
- I. All employees will be given basic assignment by the Superintendent of Schools under a supervisor. An employee may, however, be scheduled for other assignment at the discretion of the Superintendent of Schools. Such assignments shall be made and notification to each employee be made no later than June 30th of the school year.
- J. The Board agrees to post notices in each school of the availability of any position and to provide an opportunity to apply for such vacancies. In filling such positions, the Board of Education will take into consideration the employee's abilities, conscientiousness and length of service.

Article VI continued

K. Working hours for all full time employees covered by this Agreement shall be a seven (7) hour day exclusive of a one hour lunch, hours to be determined by the Superintendent as needed for the efficient operation of the schools within this district, but not to commence before 7:30 A.M. or terminate after 5:00 P.M.

In the event of an emergency these hours can be discussed among the Superintendent, Principals and secretaries involved and made more flexible on a temporary basis.

L. The regular work week shall consist of 35 hours. Part time employees under contract shall work not less than four (4) hours per day.

M. Overtime may be requested by the employee's immediate supervisor and must have the approval of the Superintendent of Schools.

N. Time worked beyond 35 hours and up to and including the 40th hour in any week shall be compensated at a regular hourly rate based on a 35 hour week. All working hours over 40 hours in any week shall be paid at the rate of one and one half-times per hourly rate.

O. Working hours for part time employees covered by this Agreement shall be not less than four hours a day. Time worked up to 40 hours per week shall be compensated at a regular hourly rate. Should the employee work beyond 40 hours per week, she shall be compensated at the rate of time and one half in similar manner as a full time employee.

P. The Administration reserves the right to request a secretary to work during an extended school vacation when the work load warrants such time. This time shall be remunerated at the daily rate of 1/240th for twelve month employees or 1/200th for ten month employees.

Q. All employees covered under this Agreement shall be required to work from July 1 to June 30 with the following exceptions: July 4, Labor Day, and those school holidays as granted the teaching staff as per the School Calendar.

1. Vacation period for all personnel employed prior to September 1, 1969 will be four weeks whether full or part time days.

2. Those employed after September 1, 1969, in positions covered by this Agreement will be granted vacations in accordance with the following schedule:

Article VI continued

Less than one year	After 6 months allow one day vacation for each full month of service.
1 through 4 years	2 weeks
after 4 years	3 weeks
after 10 years	4 weeks

- R. All secretaries shall give sixty (60) days notice upon leaving the district. Upon dismissal, the Board of Education will give sixty (60) days notice to secretaries.

ARTICLE VII

LEAVES OF ABSENCE

A. Sick Leave

1. All secretaries employed shall be entitled to twelve (12) sick days each school year as of the first of July. Unused sick days shall be accumulated from year to year with no maximum limit.
2. Part time personnel shall be allotted twelve (12) partial sick leave days per school year in accordance with "1" above.
3. In the case of extended illness on the part of a tenured secretary, sick leave shall be extended in accordance with Title 18A:30-6.
4. Secretaries shall be notified in writing of their accumulated sick leave days during September of each year.
5. Absences arising out of, or from work connected assault or injury shall be governed by the provisions of Title 18A:30-2.1 and 66-32.1 et.seq.

B. Temporary Leaves of Absence

1. Secretaries shall be entitled to the following temporary leaves of absence which shall be non-accumulative unless otherwise specified each school year:
 - a. Four (4) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Written applications for personal leave shall be made to the secretary's principal or other immediate superior at least two (2) days before taking such leave (except in the case of emergencies).
 - (1.) Secretaries may request full compensation for a maximum of two days for the following specified reasons:
 - (a.) observance of religious holidays;
 - (b.) court appearances
 - (c.) emergencies;
 - (d.) college graduation of self, child, stepchild, adopted child or spouse;
 - (e.) house closing;

Temporary Leaves of Absence - continued

- (f.) moving of household goods to a new place of residence;
 - (g.) death of a relative other than those defined in Section B.1.f. below, or a close friend, for no more than one full day;
 - (h.) Professional Improvement Leave not covered under Article VII, Section C., with the approval of the Superintendent;
 - (i.) job interviews for secretaries whose positions have been eliminated;
 - (j.) others with the approval of the Board.
- (2.) Secretaries may request full compensation for two days for a discretionary reason of a personal, legal, business or family nature.
- (3.) Secretaries may request compensation less the cost of a substitute for personal business which cannot be conducted outside of school hours and which is not vacation. Secretaries denied such compensation less the cost of a substitute by the Superintendent for personal business leave requested under this section, may appeal within thirty (30) school days to the Board of Education for the reinstatement of the reduced compensation.
- b. Any unused personal leave provided for in 1.a. above shall be accumulated in succeeding years to a maximum of six (6) days. Days so accumulated in 1.a.(1) above may then be utilized by the secretary:
- (1.) for professional improvement not covered under Article VIII, Section C, with the approval of the Superintendent; or
 - (2.) for the sick member of her family. Secretaries shall be notified in writing of their accumulated personal leave days for these stated purposes no later than September of each year.
- c. Days accumulated under 1.a.(2) above may then be utilized by the secretary for a discretionary reason of a personal, legal, business or family nature or for (1.) or (2.) above. In all instances the discretionary day will be accumulated before a specified day. When a secretary has accumulated a maximum of six days, an unused specified day under 1.a.(1) shall convert from an accumulated specified day to an accumulated discretionary day.

Temporary Leaves of Absence - continued

- d. These accumulated discretionary days may not be used for more than a two-day block of time; nor as part of a vacation period; nor before and/or after a holiday.
 - e. Time necessary for appearance in any legal proceeding connected with the secretary's employment or with the school system, except for negotiations, and not if the secretary initiates the action.
 - f. Up to five days at any one time in the event of death of a secretary's spouse, child or parent and up to a total of ten days per annum in the event of a death of secretary's son-in-law, daughter-in-law; father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandparent and any member of the immediate household, or serious illness of secretary's spouse, child, parent or any member of the household listed herein; or in the event of an emergency, approval will be left to the discretion of the Superintendent of Schools. Requests for extension must be submitted in writing and may be granted by the Board.
 - g. Time necessary for any person called into temporary active duty in any unit of the U.S. Reserves, or the State National Guard, provided that such obligations cannot be fulfilled on days when school is not in session. A secretary shall be paid only the difference between her regular pay and any pay which she receives from the State or Federal government for a period not to exceed two (2) weeks. A writing furnished by the secretary's Commanding Officer shall be adequate to prove the secretary's inability to fulfill the obligation when school is not in session.
 - h. Requests for other leaves of absence or extension of leave must be submitted in writing and may be granted by the Board.
 - i. In the event an employee absents herself one or more days prior to or following a multiday holiday, she may be required to show cause. Failure to show cause will result in disciplinary action of a deduction from salary of 10 month employees 1/200 per day, and 1/240 for 12 month employees.
2. Leaves taken or granted pursuant to Section B.1 shall be in addition to any sick leave to which the secretary is entitled.

Temporary Leaves of Absence - continued

C. Professional Leave

1. Secretaries may be granted professional days for the purpose of visiting other schools or attending meetings or conferences of an educational nature, at the discretion of the Superintendent of Schools.
2. Application to the Secretary's principal or other immediate superior for professional leave shall be made as early as possible, but at least two (2) days before the date of taking such leave.
3. Written report shall be presented to the Superintendent within fourteen (14) school days following the day or final day of a series of meetings.

D. Extended Leave

1. All reinstatements, extensions or renewals of leaves shall be applied for in writing by April 1st prior to expiration of such leave.
2. The employment of any employee who fails to apply within the specified period of time shall be automatically terminated by the Board. The Board is not required to notify the employee or take formal action.
3. Military leave without pay shall be granted to a tenured secretary who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment. A tenured secretary whose spouse enlists or is inducted and wishes to join the spouse may be granted a leave without pay not to exceed a period of two years.
4. A leave of absence without pay of up to one (1) year shall be granted a tenured secretary for caring for sick members of a secretary's immediate family.
5. Requests for other leaves of absence without pay must be submitted in writing and may be granted by the Board.
6. a. Upon return from leave granted under provisions of Section D. 3 and 4 of this Article, a secretary shall be considered as if she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level she would have achieved if she had not been absent, provided however, that time spent on said leave shall not count toward the fulfillment of the time requirements for acquiring tenure. A secretary shall not receive increment credit for time spent on a leave granted for any other reason set forth in this Section.

Temporary Leaves of Absence - continued

- b. All benefits to which a secretary was entitled at the time her leave of absence commenced, including unused accumulated sick leave and unused personal days shall be restored to her upon return.

E. Anticipated Disability Leave

1. Preliminary Provisions

- a. Any secretary who anticipates undergoing a state of disability such as, but not limited to surgery, hospital confinement, medical treatment, pregnancy, etc., may apply for a leave of absence based upon said anticipated disability in accordance with provisions hereinafter set forth.
- b. Any secretary anticipating a leave under the provisions of Anticipated Disability Leave shall notify the Superintendent of Schools through his/her immediate superior as early as the secretary is able. Any secretary anticipating a disability leave arising out of a pregnancy shall provide such notification at least sixty (60) days prior to the anticipated date of the birth except in cases of emergency.

2. Request for Leave Based on Claim of Anticipated Disability

- a. Any secretary who desires to continue or not continue in the performance of his/her duties during a period expected to lead to a state of disability shall be permitted to do so provided said secretary produces a statement of his/her physician, at the written request of the Board, stating that said secretary is physically capable or incapable of continuing to perform his/her duties and further stating up to what date, in the opinion of said physician, the secretary is capable or incapable of performing said duties.
- b. In no event shall the Board be obligated to permit a secretary anticipating a state of disability to continue in the performance of his/her duties when the disability interferes with his/her performance. The Board may then require a second medical opinion by a physician of its choice to determine whether said secretary is able to continue in the performance of his/her duties. Should a third opinion become necessary, both parties shall attempt to agree on a mutually acceptable physician.

Anticipated Disability Leave - continued

- c. All policies, practices, rules and regulations applicable to secretaries who are granted sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 - 7 and of this Agreement shall be applicable to all secretaries applying for leave under paragraph 2 of this section. Such secretaries shall receive no lesser consideration than any other secretaries nor shall they receive any greater consideration.
- d. Any secretary requesting a leave under the provision of Section E. 2 of the Article shall specify in writing the anticipated date on which she wishes to commence said leave and the anticipated date on which she wishes to return to employment following recovery from said disability. Such requests shall be consistent with the foregoing provisions.
- e. The Board shall have the right to require any secretary who has been on disability leave and who desires to return to her duties by a fixed date following recovery from disability to produce a certificate from her physician stating that she is capable of resuming her duties.
- f. Whenever, in the opinion of the Board, the dates for the resumption of professional duties would substantially interfere with the operation of the school, the Board shall assign the returning secretary to other professional duties. Such assignment shall be at the discretion of the Superintendent. These duties shall start upon the date the secretary returns from the disability leave and will continue until a vacation break occurs. The secretary's full salary shall resume on the date she returns.
- g. Where disability leaves have been approved, the commencement or termination dates thereof may be further extended or reduced for medical reasons upon application by the secretary to the Board. Such extensions or reductions shall be granted by the Board for additional reasonable periods of time as provided in (f). All extensions of such leaves shall be subject to the provisions of N.J.S.A. 18A:30-1 et.seq. and specifically N.J.S.A. 18A:30-6 and 18A:30-7.
- h. The provisions of this Section shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any non-tenured secretary beyond the end of the contract school year in which the leave is obtained.

F. Child Rearing Leave

1. Any tenured secretary shall be entitled to leave without pay for child rearing purposes.
2. In cases where both husband and wife may be employees in this school system, only one of said persons shall be entitled to such leave.
3. In the case of a female secretary, the application for child rearing leave may be made to become effective immediately upon termination of the anticipated disability leave.
4. Child rearing leave shall be granted for a period
 - a. that shall commence immediately following
 - (1) an adoption placement or
 - (2) a disability leave arising out of a pregnancy, and
 - b. that shall cease on or before the end of the school year in which the placement or birth occurred.

Applications for this child rearing leave shall be filed at least thirty (30) days before the date upon which the leave is to begin. Exceptions to this time period may be granted at the discretion of the Superintendent of Schools.

5. In addition to the child rearing leave provision in paragraph four above, child rearing leave shall also be granted for a period beginning on the first day of a school year and ending on the last day of the same school year. Applications for this "year" of child rearing leave shall be filed before April 1 immediately preceding the July in which the leave is to commence. When a "year" of child rearing leave is requested in connection with a birth occurring after March 1, the secretary shall have until the immediately following June 30 to request the leave for the immediately following school year. Only one "year" of leave under this section of child rearing leave shall be granted per child.
6. Where a child rearing leave is requested, the secretary requesting such leave shall not be permitted to return to the school system following such leave during the last month of the school year.
7. Where a secretary who has been granted a child rearing leave returns to the system at any time other than the start of the school year, such secretary may be assigned to any secretarial/clerical position decided upon by the Superintendent.

Child Rearing Leave - continued

8. The provisions of this Section shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence to any non-tenured secretary beyond the end of the contract school year in which the leave is obtained.
9. The dates for the commencement and termination of child rearing leaves shall in all cases be subject to and based upon a finding and determination by the Board that such leaves will not substantially interfere with the operation of the school.

G. Retirement Provision

1. A secretary who has been in the River Vale School District for at least 12 years, and who retires under the provisions of the P.E.R.S. shall be eligible for payment of unused accumulated sick leave.
2. To assist the Board of Education in funding the retirement provision, a survey shall be made of eligible employees who intend to retire during the subsequent school year.
3. Notice of intent to retire must be given to the Board of Education, sixty (60) days prior to the due date of the Board's submission of its preliminary budget to the County Superintendent. Failure to give such notice will result in deferment of payment under this benefit to the beginning of the subsequent fiscal year; the Board, however, may waive this requirement.
4. The retiree may elect to receive payment under this provision; a.) June 30th of the retirement year; or b.) January 1st of the subsequent calendar year.
5. Reimbursement under this provision shall be:

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\$45.00 per day if attendance of total staff (illness absentees) is 95% or higher;

\$42.50 per day if attendance of total staff (illness absentees) is 90% to 94%;

\$40.00 per day if attendance of total staff (illness absentees) is under 90%.

Retirement Provision - continued

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\$45.00 per day if attendance of total staff (illness absentees) is 95% or higher;

\$42.50 per day if attendance of total staff (illness absentees) is 90% through 94%;

\$40.00 per day if attendance of total staff (illness absentees) is under 90%.

Any extended illness of 15 days or more shall not be included in the percentage of attendance. Should a reoccurrence of this same illness take place, these days shall not be included.

ARTICLE VIII

SECRETARY - ADMINISTRATIVE LIAISON

- A. The Association's representative shall have the opportunity to meet with the Superintendent during the school year at a time mutually agreed upon, to review and discuss current school problems and practices and the administration of this Agreement with the explicit understanding that such meetings are strictly advisory in nature except for the administration of this Agreement, which is a binding contract on both parties.

ARTICLE IX

SALARIES

- A. 1. The salaries of all secretaries covered by this Agreement are set forth in Schedule A. of this Agreement.
2. The Board agrees to establish a longevity pay plan based on the number of years' experience within the River Vale School District as follows:

10 to 14 years	\$ 750.00
15 to 18 years	1,100.00
19 years and over	1,300.00

To qualify for longevity pay, length of service must be continuous in the River Vale School District.

An employee will retain his length of service for longevity during an approved leave of absence, but the period of such absence shall not be counted in determining his years of experience within the school district.

An employee who leaves and subsequently returns to employment in the District will, upon completing a period of time equal to the time spent away from District employment, have his previous length of service restored.

Example: An employee with 10 years of service leaves for two years - upon completing two years of service upon return to the District, the employee will have 10 years of service.

3. Pro-rated salary for part-time employees shall be at 4/7 of the base salary as listed in each category.
4. The salary for any ten month employee shall be prorated 10/12ths of the annual salary as listed in Schedule A.
5. Should the need arise for assistance during the summer months of any ten month employee; they shall be remunerated at the daily rate of 1/200th of their annual ten month salary.
- B. 1. Employees employed on a twelve (12) month basis shall be paid in twenty four (24) equal semi-monthly installments in accordance with Title 18A:27-6.
2. When pay days fall on or during a school holiday, vacation or week-end, employees shall receive their pay checks on the last previous working day.

C. Withholding of Increments

The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed automatic. The withholding of any salary increment for inefficiency or other good cause shall be governed by the provisions of N.J.S.A. 18A:29-14 and shall be preceded by the following steps:

1. A recommendation to withhold increment shall not be made to the Board of Education unless the secretary shall have received a minimum of three formal observations spaced at least 30 days apart.
2. Within five (5) school days following each observation, the secretary will be given a written summary of the observation with recommendations for improvement and will discuss it with the evaluator. The secretary or evaluator may request of the Superintendent an additional evaluation, which will then be discussed with the secretary.
3. If withholding of increment is recommended, the Superintendent will present the secretary with a written copy of his recommendation. Prior to the week of April 1st, the secretary will be given an opportunity to discuss the recommendation with the Superintendent within five (5) school days of receipt of such recommendation.
4. If the secretary so desires, she will be given an opportunity to be present at the meeting of the Board of Education when her case is to be considered and will be given the opportunity to present her case.
5. If the secretary is not satisfied with the Board's final determination, she may appeal the decision to the Commissioner of Education of the State of New Jersey as provided for by Title 18A:29-14 as amended.
6. The contents of evaluations shall be kept confidential from students, parents or at any public gathering.
7. All monitoring or observation of the work performance of a secretary shall be conducted openly with full knowledge of the secretary.

ARTICLE X

ADDITIONAL REIMBURSEMENT

A. Course reimbursement shall be \$375.00 for the 1996/1997 school year, and \$375.00 for the 1997/1998 school year. Any additional funds necessitated by this provision shall be excluded from the total salary package.

B. Recognition for Professional Certificates shall be as follows:

(a) New Jersey Association of Educational Secretaries Professional Development Certificate:

First Certificate -	\$575.00
Second Certificate -	750.00
Third Certificate -	1,000.00

(b) National Association of Education Office Personnel Professional Standards Certificate:

Basic	\$575.00
Associate Professional	750.00
Advanced	1,000.00

ARTICLE XI

Not applicable.

ARTICLE XII

DEDUCTION FROM SALARY

- A. 1. The Board agrees to deduct from the salaries of its employees dues for the River Vale Education Association, the Bergen County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 275, Public Laws of 1971 (NJSA 52:14-15, 9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the River Vale Education Association following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations. Employee authorizations shall be in writing.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.
4. The filing of notice of an employee's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.
5. Employees may individually elect to have any amount of their monthly salary deducted from their pay and deposited with organizations such as but not limited to, Paragon Federal Credit Union, and its designated carrier for annuities.

ARTICLE XIII

INSURANCE PROTECTION

- A. The Board shall provide the health/group insurance protection designated below for the term of this Agreement. The Board shall pay for the full premium for each employee and the premium for family coverage only where such coverage is specifically extended by the Board.
1. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for a period beginning 90 days from commencement of work and for a full 12 month period in succeeding years, from September 1st and ending August 31st; unless the new employee transfers from another district participating in the State Health Benefits Plan or the North Jersey School Health Insurance Fund, such payments and coverage would continue without interruption. Payments will be made through August 31st in behalf of an employee who terminates employment as of June 30th.
 2. Provisions of the health group insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include any current provisions contained in the North Jersey School Health Insurance Fund. Such coverage is extended to the employee and family.
 3. Provisions of the group dental insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include any current provisions contained therein. Such coverage is extended to the employee and family.
 4. Provisions of the group optical insurance program shall be detailed in master policies and contracts agreed upon by the Board and shall include any current provisions contained therein. Such coverage is extended to the employee and family.
- B. The Board will attempt to provide to each employee a description, from the insurance carrier, of all group insurance coverage provided under this Article, no later than the beginning of each school year, which shall include a clear description of conditions and limits of coverage as listed above.
- C. Any changes in health benefits granted to the River Vale Education Association as a result of negotiations or any successor agreement shall automatically become part of this Agreement.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Copies of this Agreement shall be duplicated at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed.
- C. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by certified mail at the following addresses:
1. if the Association, to the Board Secretary at 613 Westwood Avenue, River Vale, New Jersey;
 2. if by the Board, to the President of the River Vale Association of Educational Secretaries, School Address, River Vale, New Jersey.
- D. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by this Agreement, in accordance with applicable laws, rules and regulations, to hire employees in the school district and to maintain the efficiency of the school district operations entrusted to them and to take whatever actions may be necessary to carry out the mission of the school district.
- E. It is agreed by both parties that negotiations will be conducted without the use of "sanctions" (as defined by law or as construed by applicable New Jersey Court decisions) or any tactics or pressures which will interfere with the normal operations of the school or the normal activities of the Association.

The parties also agree that during the period of active negotiations, but not later than December 1st, the only publicity accorded the negotiations by the parties will consist of joint press releases or, in the event the parties are unable to agree, a joint press release stated that either "Progress has been made" or "No progress has been made."

Miscellaneous Provisions - continued

- F. The parties agree to follow the procedure outlined in this Agreement, if provided, and in that event, to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.
- G. It is agreed that the Board shall follow the Equal Employment Opportunity Laws and Regulations in carrying out the terms and conditions of employment.
- H. Any individual contract between the Board and an individual employee heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- I. This Agreement incorporates the entire understanding of the parties on all negotiable matters, whether contained herein or not, and shall not be added to nor deleted from during the term hereof except by mutual agreement.

ARTICLE XV

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1996 and shall continue in effect until June 30, 1998. 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.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and their respective secretaries.

RIVER VALE ASSOCIATION OF EDUCATIONAL SECRETARIES

By

Its President

By

Its Secretary

RIVER VALE BOARD OF EDUCATION

By

Its President

By

Its Secretary

SALARY GUIDE

1996/1997 & 1997/1998

<u>STEP</u>	<u>1996/1997</u>	<u>1997/1998</u>
1	\$ 20,575.00	\$ 20,575.00
2	22,505.00	22,115.00
3	24,435.00	24,010.00
4	26,365.00	25,880.00
5	28,295.00	27,765.00
6	30,230.00	29,645.00
7	32,155.00	31,555.00
8	34,095.00	33,425.00
9	37,175.00	36,710.00
10		38,775.00