

AGREEMENT
BY AND BETWEEN
THE BOARD OF EDUCATION OF THE
BOROUGH OF OLD TAPPAN, NEW JERSEY
AND THE
OLD TAPPAN TEACHERS ASSOCIATION
REPRESENTING AND ON BEHALF OF
THE SUPPORT STAFF,
CONSISTING OF THE ELEMENTARY
AND MIDDLE SCHOOL SECRETARIES,
THE CHILD STUDY TEAM SECRETARY,
THE PART-TIME CLERK TYPISTS,
AND
THE MAINTENANCE PERSON, ONLY

FOR THE PERIOD COVERING:
MAY 17, 2010 THROUGH JUNE 30, 2012 INCLUSIVE

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WHEREAS, the **BOARD OF EDUCATION** of the Borough of Old Tappan, New Jersey and the **OLD TAPPAN EDUCATION ASSOCIATION**, representing and on behalf of the support staff consisting of the school building secretaries, child study team secretary, the part-time clerk typists and the maintenance person, only, have agreed upon certain proposals and understandings, for the period covering May 17, 2010 through June 30, 2012, inclusive, nunc pro tunc, which both parties desire to ratify and/or confirm by this written Agreement,

NOW, THEREFORE, WITNESSETH:

THIS AGREEMENT ENTERED into this 17th day of May, 2010, nunc pro tunc, by and between the **BOARD OF EDUCATION** of the Borough of Old Tappan, Bergen County, New Jersey (hereinafter called the **BOARD**) and the **OLD TAPPAN EDUCATION ASSOCIATION**, representing and on behalf of the school building secretaries, child study team secretary, the part-time clerk typists and the maintenance person, only (hereinafter called the **ASSOCIATION**).

This document is less than a three (3) year Agreement, pursuant to Revised Statute 18A:29-4.1 et seq., commencing on May 17, 2010 and ending at midnight on June 30, 2012. The parties agree that even though this is not a full three (3) year agreement, there shall be no automatic payment of increments upon the expiration of this agreement in the event that negotiations for a successor agreement have not concluded before its expiration.

ARTICLE I

RECOGNITION

1. The **BOARD** hereby recognizes the **ASSOCIATION** as the exclusive representative to act on behalf of and as the collective negotiating and bargaining agent for the support staff members, that is, the Elementary and Middle School Building Secretaries, the Child Study Team Secretary, the part-time clerk typists and the maintenance person, only, concerning the terms and conditions of their employment.
2. It is hereby acknowledged by the parties hereto that this bargaining unit does not include the following positions, to wit: the bookkeeper /payroll clerk, the secretaries, clerks and the part-time employees employed in the Board Administrator's Office and/or the Secretary and/or clerks employed in the School Superintendent's Office, all of which positions are of a confidential nature.

ARTICLE II

NEGOTIATING PROCEDURE

1. The **BOARD** and the **ASSOCIATION** agree that all negotiations shall be entered into in good faith according to Chapter 303 of the Public Laws of 1968, as



amended by Chapter 123 of the Laws of 1974 and as amended by Chapter 269 of the Laws of 1989, effective January 4, 1990, more commonly referred to as the "New Jersey Employer-Employee Relations Act", Revised Statutes 34:13A-1 et seq.

2. The Liaison Committee of the **ASSOCIATION** and the **BOARD** will arrange and establish a schedule of negotiations for the aforementioned support staff members by such date as is required by law.
3. Negotiations shall commence no later than fifteen (15) days after said schedule has been arranged and established as aforesaid.
4. The **ASSOCIATION** shall present its proposal on behalf of the Support Staff, at least two weeks before the first scheduled meeting date set for negotiations, and the **BOARD** shall reply to the same at least one week before said scheduled meeting date.
5. Any agreement so negotiated, shall be reduced to writing and shall be presented to the **BOARD** and the **ASSOCIATION** for their respective adoptions.

ARTICLE III

COMPENSATION

1. The annual compensation, wages and/or salaries to be paid to all personnel covered by this agreement, during the 2009-2010 through 2011-2012 School Years, is as set forth below. Employees working for a portion of the year shall have their salaries prorated. Since this agreement only covers an approximate one and one half (1½) month time period for the 2009-2010 school year, the amounts set forth below for the 2009-2010 school year, representing annual salaries, shall be prorated accordingly.

Position	2009-2010	2010-2011	2011-2012
Elementary School Secretary	\$ 40,546	\$ 40,546	\$41,560
Maintenance Person	\$ 60,353	\$ 60,353	\$61,862
Middle School Secretary	\$ 36,234	\$ 36,234	\$37,140
Child Study Team Secretary	\$ 30,826	\$ 30,826	\$33,138
(Part-time) Clerk Typist and/or Library/Media Center Clerk Typist	\$17.97/hr	\$17.97/hr	\$18.42/hr
Substitute School Secretary	\$17.97/hr	\$17.97/hr	\$18.42/hr

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2. The established annual minimum base entry level salary for new full-time employees covered under this Agreement shall be as follows:

Position	Minimum Salary
Elementary School Secretary	\$ 22,833
Maintenance Person	\$ 33,004
Middle School Secretary	\$ 25,015
Child Study Team Secretary	\$ 19,383

3. The maintenance person shall receive an annual clothing allowance not to exceed the maximum sum of Two Hundred Fifty Dollars (\$250.00) per year for work clothes, including but not limited to work boots, Old Tappan Board of Education embroidered shirts and similar clothing, subject to the approval of the School Business Administrator.
4. Effective July 1, 2001, all part-time support staff members will receive a \$1.00 per hour supplement added to their base rate of pay after completing ten years of continuous service with the Board.

ARTICLE IV

WORK SCHEDULE FOR SECRETARIAL/CLERK TYPIST EMPLOYEES AND CHILD STUDY TEAM SECRETARY

1. WORK DAY

- (a) The work day for all secretarial employees will be from 8:00 a.m. to 4:00 p.m. and will include a sixty (60) minute unpaid lunch period from September 1st through June 30th.
- (b) The work day for all 12 month secretarial employees during the period July 1st through August 31st will be as follows:
- i. The work day will be from 8:00 a.m. to 3:30 p.m. and will include a thirty (30) minute unpaid lunch period.
- (c) The work day for the Child Study Team Secretary on the days school is in session, will be from 8:00 a.m. to 4:00 p.m., and will include a sixty (60) minute unpaid lunch period.
- i. From May 17, 2010 through June 30, 2011, the Child Study Team Secretary is also required to work an additional seventy (70) hours (excluding lunch) during the period July 1st through August 31st. However, the Child Study Team Secretary is precluded from

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working more than 40 hours per week the period July 1st through August 31st without advanced written approval from the Superintendent.

- ii. Effective July 1, 2011, the Child Study Team Secretary's work year shall include the additional seventy (70) hours listed above, excluding lunch, during the summer (July 1 through August 31). The Child Study Team Secretary summer work schedule will be established by the Child Study Team Supervisor or his/her designee. The Child Study Team Secretary's 2011-2012 negotiated salary reflects additional compensation for the increased work year as set forth herein and in Article IV.4.a.

2. WORK WEEK

- (a) The work week will be 35 hours per week, Monday through Friday.
- (b) The work week for the part-time clerk/typist shall not exceed 27.5 hours per week.

3. OVERTIME

- (a) Overtime shall be at the hourly rate up to forty hours in one calendar week. Overtime shall be at the rate of time and a half for hours in excess of forty (40) hours in one calendar week.

4. HOLIDAY SCHEDULE

- (a) A ten (10) month Child Study Team Secretary will follow the student calendar for winter recess, mid-winter recess, and spring recess. Beginning July 1, 2011, however, the Child Study Team Secretary shall now follow the support staff calendar. More specifically, the Child Study Team Secretary will be required to work during the mid-winter and spring recesses.
- (b) All other support staff members follow the support staff calendar.
- (c) For the 2010-2011 school year only, each support staff member governed by Article IV or V shall receive one (1) "recess day" (i.e., a floating holiday) to be taken when school is not in session. This day must be approved in advance by each employee's supervisor and shall not be carried over.

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ARTICLE V

WORK SCHEDULE FOR MAINTENANCE PERSON

1. WORK DAY

- (a) The work day for the Maintenance Person will be from 7:30 a.m. to 3:30 p.m. and will include a sixty (60) minute unpaid lunch period.

2. WORK WEEK

- (a) The work week will be 35 hours per week, Monday through Friday.
- (b) During the time this agreement is in effect, the Board of Education reserves the right to extend the work week of the Maintenance Person up to 40 hours per week. Compensation for the Maintenance Person will be adjusted accordingly.

3. OVERTIME

- (a) Overtime shall be at the hourly rate up to forty hours in one calendar week. Overtime shall be at the rate of time and a half for hours in excess of forty (40) hours in one calendar week.

ARTICLE VI

TEMPORARY ABSENCE

1. BEREAVEMENT

- (a) Each full-time member of the support staff covered hereunder shall be entitled to an absence for bereavement of five (5) working days in connection with the death of a member of the aforementioned staff's immediate family, and one (1) day would be allowed for all other relatives.
- (b) Each regularly employed part-time member of the support staff covered hereunder shall be entitled to five (5) working days absence, prorated, based on regularly scheduled hours worked, for bereavement only, in connection with the death of a member of the aforementioned staff's immediate family, and would be entitled to one (1) day for all other relatives.
- (c) The **BOARD** and the **ASSOCIATION** agree that a certain amount of time is required for bereavement, however, both the **BOARD** and the **ASSOCIATION** also agree and acknowledge that the bereavement leave is not intended to be abused.

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- (d) The immediate family includes the following: child, spouse, domestic partner, sibling, parent, parent in-law, grandparent, son/daughter in-law.

2. PERSONAL

- (a) Each full-time employee covered under this Agreement shall be entitled to three (3) personal days each school year. Personal days cannot be taken before or after a vacation, holiday or school break, or the first or last days of school. The Superintendent may, in his/her sole discretion, allow for exceptions to this rule under extenuating circumstances. Denial of such requests is not subject to review.
- (b) Personal days are defined as leave used for personal business which cannot be conducted except during time when school is in session and does not include recreation, rest or recuperation, or any venture resulting in the payment or other remuneration for services. Personal days may be used to attend a graduation, for observance of a religious holiday, for moving one's personal residence, to prepare for and attend one's own wedding, for personal legal business (not including attendance at jury duty, court appearances pursuant to a valid subpoena, or when a court appearance is requested by and for the benefit of the **BOARD**), to care for an immediate family member (as defined in Article VI(1)(d) above), or other personal business.
- (c) Not more than two consecutive days shall be granted for personal leaves for graduation, moving of one's residence, one's own wedding, or other personal business, except at the sole discretion of the Superintendent. Denial of such a request is not subject to review.
- (d) Employees must submit request forms for personal days to the Superintendent no less than seven (7) school days prior to the anticipated personal days, except in emergency situations when requests should be submitted as soon as possible. A response from the administration will be returned to the employee within five (5) school days following receipt of the request form, except in emergency situations. Prior written notice should state the general category and date or dates the individual is requesting to be absent.
- (e) A valid request generally will be approved without further explanation, however, the Superintendent may deny the request based on staffing needs or may seek additional information, at his/her discretion. This denial of a request for a personal day can be grieved according to the procedures outlined in this agreement.
- (f) All part-time staff members covered under this agreement shall be entitled to a pro-rata share of the three personal days based on the number of

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regularly scheduled hours worked by that employee, rounded to the nearest whole number.

3. SICK LEAVE

- (a) Each full-time support staff member covered under this Agreement shall be entitled to thirteen (13) days absence for sickness only, ten (10) days of which shall be cumulative.
 - i. Included in the thirteen (13) days aforementioned are the ten (10) days provided by the Revised Statute 18A:30-1.
 - ii. Each person covered by this paragraph shall first use the three (3) non-cumulative days to which each is entitled each year as provided herein (e.g., the first three (3) days of sick leave will not be charged against the ten (10) cumulative days).
- (b) Each part-time support staff member covered under this Agreement shall be entitled to ten (10) days absence, prorated, based on regularly scheduled hours worked, for sickness only. Ten prorated days will be cumulative.

ARTICLE VII

PAYMENT FOR ACCRUED SICK LEAVE UPON RETIREMENT FROM THE NEW JERSEY PUBLIC EMPLOYMENT RETIREMENT SYSTEM

- 1. Upon retirement from the Old Tappan Board of Education and the New Jersey Public Employment Retirement System, each full-time support staff member who has been employed continuously by the **BOARD** for a period of at least fifteen (15) years, and has attained the age of at least fifty-five (55) years, shall be paid for accrued sick leave as provided for in this Article.
- 2. As a condition precedent to any entitlement for consideration and/or payment hereunder, the eligible full-time support staff member as defined in this Article, shall:
 - (a) Notify the **BOARD** in writing, by a letter addressed to the **BOARD** by registered mail, return receipt requested, to be received by the **BOARD** no later than January 1st, of the year in which retirement is to become effective, indicating that retirement shall be irrevocably effective in the same calendar year.
 - (b) Have, at the time of the notification, accrued sick days of a minimum of fifty (50) days, approved by the **BOARD**, in order to be eligible for payment as provided for in this Article.

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3. The payments made to full-time support staff members eligible under this Article, shall be as follows:
 - (a) Each full-time eligible support staff member shall have a minimum of at least fifty (50) accrued and approved sick leave days in order to be eligible and for which the said full-time eligible support staff member shall be paid for up to a maximum of one hundred (100) days, the sum of \$10.00 per day for a maximum total payment of \$1,000.00.
4. It is the clear intent of this Article that the maximum payment shall, in any event, be \$1,000.00 for each individual full-time support staff member.
5. Notification of retirement received before January 1st, shall entitle eligible participants to payment on or before July 1st of the same calendar year.
6. Notification of retirement received after January 1st, shall entitle eligible participants to payment on or before July 1st of the following calendar year.

ARTICLE VIII

INSURANCE

1. The **BOARD** shall provide and maintain full health insurance coverage for each full-time eligible employee employed on or before June 30, 1998, equal to or better than that provided by CIGNA, its successors and/or assigns.
 - (a) The effective date of said coverage for new employees shall be sixty (60) days after the commencement of employment with the **BOARD**, or such earlier date as may be arranged by the **BOARD** with CIGNA, its successors and/or assigns at standard premium rates.
2. The **BOARD** shall provide and pay for one hundred (100%) per cent of the applicable increased costs of the premiums toward the purchase of a family plan coverage for full-time employees covered in this agreement with the same carrier who provides the coverage for the employees in the preceding paragraph provided, however, that no employees shall be entitled to receive the benefit of any insurance and/or payment by the **BOARD** for its health insurance premiums as it relates to family coverage if the said employee is within the coverage of any similar plan held by some other individual and that employee can voluntarily withdraw his or her inclusion from such plan.
3. For those staff members who are employed on or after July 1, 1998, the Board shall provide and maintain the full cost of health insurance coverage in only a "managed care program" (e.g., CIGNA Direct Provider Program).
4. The employees covered by this agreement, hired on or after July 1, 1998, may at their sole cost and expense choose a "traditional health plan" but, in which event the particular employee shall pay, in advance, and/or otherwise be responsible

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for, the difference in cost between a "managed health care program" and the cost of a "traditional health plan."

5. A. No health insurance or dental insurance coverage as mentioned herein, shall be provided and/or maintained by the **BOARD** for part-time employees whose employment contract and/or engagement, if tenured, for each applicable year, indicates that they are employed for a total of less than twenty-eight (28) regular hours per week as stated in said employment contract.
 - (b) For all part-time support staff members covered hereunder, that is, those part-time support staff members who are employed by the **BOARD** for at least twenty-eight (28) or more hours per week, on or after July 1, 1996, the **BOARD** shall only pay that amount of the health insurance and dental insurance coverage premium which is equal to that portion of the time that said support staff member is actually working each week.
 - (c) The aforementioned percentage of health insurance and dental insurance coverage premium shall be determined by making the numerator the total weekly contract hours, as set forth in the support staff member's employment contract, over the denominator, which shall be the total weekly hours worked by a full-time support staff member employed by the **BOARD** and covered under this Agreement.
6. The **BOARD** agrees, when requested in writing by a full-time support staff member, (the full-time support staff members covered hereby do, by this Agreement, grant and/or give the **BOARD** the right and/or power to make any payroll deductions that may be necessary in order to carry out the terms of this Agreement), to make deductions from the said full-time support staff member's pay, the cost of any other forms of insurance arranged by the full-time support staff members, such as family coverage for a dental plan, tax sheltered annuity, income protection plan, etc., provided that such action by the **BOARD** shall not be construed as an indication by the **BOARD** that such insurance coverage is a negotiable item under this or any other agreement with the **ASSOCIATION**.
 - (a) The **BOARD** agrees to arrange for the administration of any of said plans, if such plans are available to the group and, further, provided that such administration shall not be at the **BOARD'S** expense.
7. For the school year covered herein, the **BOARD** agrees to pay for the full-time support staff member's cost of up to a family coverage dental plan, with the CIGNA Dental Program, its successors and/or assigns.
 - (a) Administration, that is, the billing and/or the processing of the payment for the dental plan for employees covered hereunder shall be arranged at the **BOARD'S** expense, but all claims under the dental plan shall be submitted on a direct basis between the individual employee and the dental carrier.

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8. Each school year, employees may choose to “opt-out” of insurance benefits. Employees choosing to “opt-out” will be required to sign a release indicating that their dependents are covered under another health benefit program. Employees shall be told how to re-enroll in health benefits if needed, and members are responsible for informing the Board Secretary of any changes in circumstances regarding health benefits. Employees who are not employed during the full year (July 1 – June 30) and choose the waiver shall have their payments prorated accordingly. This applies to new hires after July 1 and any employment termination that is effective prior to June 30. Employees who choose the waiver and are on unpaid leave of absence without medical benefits shall have their payments prorated as well.
- (a) Each school year, the Board shall pay members for the “opt-out” as follows:
- i. Family - \$2,500
 - ii. Husband/wife - \$2,000
- (b) The Board will also enroll in and administer a “125 Plan” in order to effectuate this “opt-out” benefit.
9. N.J.S.A. 18A:16-17, which takes effect on May 22, 2010, establishes a minimum employee contribution of 1.5% of base pay to offset the cost of the Board’s medical insurance premiums. Since this Agreement will be in effect before May 21, 2010, and does not expire until June 30, 2012, it is both parties’ expectations that support staff employees shall not be required to make such contributions until July 1, 2012.
- (a) In the event that it is determined that support staff members are legally required to make the 1.5% contributions required by N.J.S.A. 18A:16-17 before July 1, 2012, the Board shall provide all support staff employees two (2) “recess days” (i.e., floating holidays), prorated, to be taken when school is not in session for the 2010-2011 and 2011-2012 school years. These days must be approved in advance by each employee’s supervisor and shall not be carried over. Therefore, if the 1.5% contribution is imposed during the term of this Agreement, support staff members shall receive up to a total of three (3) recess days for the 2010-2011 school year (i.e., 1 day as set forth in Article IV.4.c plus up to two (2) additional days) and up to two (2) recess days (i.e., floating holidays), prorated, for the 2011-2012 school year. These recess days must be approved in advance by each employee’s supervisor and shall not be carried over.

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ARTICLE IX

MISCELLANEOUS PROVISIONS

1. Notwithstanding the fact that the support staff members covered under this agreement are represented by the **OLD TAPPAN EDUCATION ASSOCIATION**, it is understood and agreed by each of the support staff members that they must retain as confidential all matters concerning school administration, and that they further agree not to divulge such matters to anyone including, but not limited to, the professional staff members.
 - (a) It is expected that the support staff members covered hereunder will respect any areas of confidentiality about which they have been either instructed to honor by the School Administrators or which have been considered in the past, to be confidential and/or which have been brought to the attention of the support staff members.
2. All **BOARD** policies and procedures heretofore adopted and in existence at the date hereof are hereby ratified and confirmed and incorporated herein by reference as though set forth herein at length.
3. The **BOARD** agrees to provide designated representatives in each building with a copy of all applicable policy within ten (10) days after the adoption by the **BOARD**.
4. The duration of this Contract shall be for the period from May 17, 2010 through June 30, 2012, nunc pro tunc, inclusive as aforementioned.
5. The salary arrangement(s), i.e., allocation of money referred to herein, shall cease, become null and void and/or terminate at the end of this Contract, and further, shall not constitute a precedent nor shall the same be the subject matter of future negotiations unless and/or until the same shall be agreed upon in writing by the **BOARD** and the **ASSOCIATION**.
6. Agency Shop
 - (a) If an employee 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 representative fee to the **ASSOCIATION** for that membership year to offset the costs of services rendered by the Association as majority representative.
 - (b) Amount of Fee
 - i. 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

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by the **ASSOCIATION** to its own members for that membership year. The representative fee to be paid by non-members will be equal to the maximum allowed by the law.

(c) Deduction and Transmission of Fee

- i. The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the full amount of the representation fee 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 employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins his/her employment in a bargaining unit position.

(d) Termination of Employment

- i. If an employee who is required to pay a representative fee terminates his/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 due from the last paycheck paid to said employee during the membership year in question and promptly forward same to the **ASSOCIATION**.

(e) Mechanics

- i. 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**.

(f) Indemnification

- i. The **ASSOCIATION** shall indemnify and hold the **BOARD** 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 **BOARD** in conformance with this provision.

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ARTICLE X

BOARD RIGHTS

1. The **BOARD** reserves unto itself, sole jurisdiction and/or authority over all matters of policy and retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, by the decision of the Courts of the United States and of the State of New Jersey, the Commissioner of Education, the State Board of Education of the State of New Jersey and by the Rules and Regulations of the State Board of Education (New Jersey Administrative Code) and the State of New Jersey, subject to the terms herein.
2. The willingness of the **BOARD** to discuss matters which are within the sole prerogative of the **BOARD**, shall not be deemed to constitute a waiver or relinquishment of any such prerogative.

ARTICLE XI

SUPPORT STAFF MEMBERS' RIGHTS

1. All support staff members shall enjoy all of the rights granted under and by virtue of the provisions of Chapter 303 of the Laws of 1968, as amended by Chapter 123 of the Laws of 1974, and as amended by Chapter 269 of the Laws of 1989 (effective January 4, 1990) and more commonly known as the New Jersey Employer-Employee Relations Act, Revised Statute 34:13A-1 et seq., and as subsequently amended or under any laws of the State of New Jersey, the United States and the Constitutions of the United States and of the State of New Jersey.
2. No support staff member shall be discriminated against, coerced, or reprimanded by virtue of their exercise of such rights, except by applicable law and the terms of this Agreement.

ARTICLE XII

JUST CAUSE

Tenured employee covered by this agreement, during the term hereof, shall not be disciplined, discharged, or reduced in rank or compensation without just cause. If any of the above actions are taken, the employee shall be given the reason and have the opportunity to appeal said action to the **BOARD**. In such appeals, the employee shall have the right to be accompanied by a representative of the **ASSOCIATION**. The decision of the **BOARD** shall be final and not subject to appeal or arbitration.



ARTICLE XIII

GRIEVANCE PROCEDURE

1. Any individual member or members of the staff shall have the right to appeal grievances affecting him or her through administrative channels as set forth in this Article and/or as otherwise provided by law.
2. DEFINITION:
 - (a) Grievance: The term "grievance" shall mean an alleged violation, misinterpretation, or misapplication of this Agreement or of **BOARD** policy or administrative decisions rendered thereunder. **BOARD** policies and administrative decisions which do not affect the terms and/or conditions of employment shall not be considered to be within the definition of the term "Grievance" as used herein. However, the term "Grievance" and the procedures stated herein shall not apply to any matter in which:
 - i. A method of review and/or legal remedy is prescribed by law and/or State Board Rules and/or Regulations and/or the New Jersey Administrative Code, having the force and effect of law or judicial decision, or
 - ii. The Board of Education is without authority to act, or
 - iii. A complaint that relates to the non-renewal, termination or notice thereof, of any nontenure employee's contract, or
 - iv. Charges against a tenured employee pursuant to the Tenure Employees Hearing Act (N.J.S.A. 18A:6-10, et seq.) or
 - v. The withholding of an increment to salaries pursuant to N.J.S.A. 18A:29-14. The term "employee" as used in this definition, shall mean also a group of employees having the same grievance.
 - vi. As to all persons covered by this agreement, the grievance procedure shall not apply in matters where the **BOARD** or its representatives are without authority to act, according to law, or in matters of selection for promotion.
 - (b) Representative: The term "Representative" shall mean:
 - i. As to an Employee: A member or group of members of the **OLD TAPPAN EDUCATION ASSOCIATION**, or an attorney designated in writing by the individual or by the **OLD TAPPAN EDUCATION ASSOCIATION**, as the case may be, or a representative or an attorney from the New Jersey Education Association, designated in writing by the **ASSOCIATION**.

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- ii. As to the **BOARD**: A member of the **BOARD**, the Superintendent, a member of the administration, or an attorney designated by the **BOARD** in writing. The **ASSOCIATION** shall have the right not to name a representative, but, in that event, the employee may name a representative. The **BOARD** and the **ASSOCIATION** shall have the right to change such representative at any level but not during the pendency of a decision at any given level. Such change shall be made by notice in writing.
 - (c) Immediate Superior: The term "Immediate Superior" shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this School District. If no such chart is furnished, then it is any person reasonably believed by the employee to be his/her immediate superior.
 - (d) Superintendent: The term "Superintendent" shall mean the person employed as the chief administrative officer of the School District, regardless of official title.
3. Purpose:
- (a) An individual employee or group shall have the right to present a grievance affecting him/her or it. With respect to his/her personal grievance, (s)he shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her grievance. (S)he shall have the right to present his/her own grievance or to request a representative of his/her own choice, or the **ASSOCIATION** may appoint a representative. The employee has the right to have a representative appear with him/her commencing with Level Three and all subsequent levels of the Grievance Procedure.
4. Procedural Steps:
- (a) Level One (the informal level)
 - i. An employee who has a grievance shall discuss it first with his/her principal or immediate superior, in an attempt to resolve the matter informally within fifteen (15) school days of the date of the occurrence causing the alleged grievance. If fifteen (15) school days do not remain in the current school year, the grievance shall be filed within twenty-one (21) calendar days of the last day of school. A written decision by the principal or immediate superior shall be rendered within ten (10) days of said "informal" meeting.
 - (b) Level Two
 - i. If the grievance is not settled at the informal level, the matter may be referred to the Professional Rights and Responsibility

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Committee of the **OLD TAPPAN EDUCATION ASSOCIATION** for consideration. This Committee will make a determination as to whether or not the grievance shall be processed by the **ASSOCIATION** and the **ASSOCIATION** shall notify the **BOARD** in writing of their decision. Should the **ASSOCIATION** appoint a representative, they shall notify the **BOARD** in writing.

(c) Level Three

- i. Within fifteen (15) school days, the employee, or the **ASSOCIATION**, on behalf of the employee, may appeal the decision made at Level One to the Superintendent of Schools. The appeal to the Superintendent must be made in writing (and accompanied with all documents used in prior level) citing: (a) the grievance as defined by Article XIII 2.A; (b) the nature and extent of the injury, loss or inconvenience; (c) the result of previous discussions; (d) his/her dissatisfaction with decisions previously rendered, and (e) relief sought. The Superintendent shall request a report on the grievance from the principal/immediate superior and shall conduct a closed hearing with the concerned parties and the representative, if any, and, upon request, with the employee or principal/immediate superior separately. The Superintendent shall communicate his/her decision in writing, with the reasons therefor, to the employee and the principal/immediate superior within fifteen (15) school days from the original notice of appeal.

(d) Level Four

- i. If the grievance has not been resolved to the employee's satisfaction, (s)he may file, in writing, a notice of appeal to the Board of Education by filing the same with the School Board Secretary within fifteen (15) school days from the date of the Superintendent's decision, or from the date last provided for such a decision, if a decision was not timely rendered. The notice of appeal shall set forth the grounds of the grievance and there should be appended thereto all related papers, documents, and prior decisions. A copy of the notice of appeal shall be furnished to the Superintendent.
- ii. If the appellant, in his/her appeal to the **BOARD**, does not demand a private or a public hearing, the **BOARD** may consider the appeal on the written record submitted to it, or the **BOARD** may, on its own, conduct a public hearing; or it may request the submission of additional written material.



- iii. Where additional written materials are requested by the **BOARD**, copies thereof, if any are furnished, shall be served upon the adverse parties who shall have the right to reply thereto.
- iv. Where the appellant demands in writing a hearing before the **BOARD**, a hearing shall be held.
- v. The **BOARD** shall make a determination within thirty (30) school days (or within forty-five (45) days during the summer months) from the receipt of the grievance and shall, in writing, notify the employee, his/her representative if there be one, the principal/immediate superior and the Superintendent of its determination and the reasons therefor.
- vi. This time period may be extended by mutual agreement of the parties.
- vii. All grievances in connection with **BOARD** policies in existence for more than five (5) years shall terminate at Level Four hereof (**BOARD** level), except where there is a change from past interpretation or past implementation of such policies.

(e) Level Five

- i. Any grievance supported by the **OLD TAPPAN EDUCATION ASSOCIATION** and not resolved to the satisfaction of the employee or the **ASSOCIATION**, after review by the Board of Education, shall, at the request of the **ASSOCIATION**, be submitted to arbitration. A demand for such arbitration shall be made no later than fifteen (15) school days following receipt of the written determination of the **BOARD**.
- ii. Failure to file within said time shall constitute a bar to such arbitration unless the aggrieved employee and the **BOARD** shall mutually agree in writing 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, which arbitrator shall be an Attorney at Law of the State of New Jersey. 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 who shall be an Attorney at Law of New Jersey. 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 who is an Attorney at Law of the State of New Jersey.



- iii. Any grievance relating to the provisions of Articles X and XI hereof and which proceeds to Level Five, shall be heard only by an arbitrator who is an Attorney at Law of New Jersey.
 - iv. The arbitrator shall confer with the representative of the **BOARD** and of the **ASSOCIATION**, and shall proceed with a hearing and submit a written report in the shortest possible time, setting forth his/her findings of fact, reasoning and conclusions on the issues submitted.
 - v. The arbitrator shall be without power or authority to make any recommendations which require the commission of an act prohibited by law. (S)he shall render his/her findings and recommendations consistent with the terms of this agreement. The recommendations shall be binding on the parties.
 - vi. In the event of arbitration, the costs of the arbitrator's service 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 costs of the arbitrator's services be borne by one party if, in his/her judgment, that party unnecessarily created the need for the arbitration, or did so for the purpose of delay, or which party's contentions are deemed by him/her to have been unreasonable, but such determination may be subject for review by the Superior Court of New Jersey.
- (f) Failure at any step of this procedure to communicate the decision on a grievance within the time limits shall permit the employee 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/or an abandonment of further grievance procedure. The parties, however, may mutually agree to extend the time periods specified herein.
 - (g) In the event a grievance should be filed by any employee who is not subject to the jurisdiction of any principal, or who may be answerable to more than one principal, such employee shall initiate his/her grievance with his/her immediate superior.
 - (h) In any case where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the **BOARD** within ten (10) school days of the issuance of said order, ruling or directive, or within ten (10) school days of the time when the same have been brought to the employee's attention, by filing with the Secretary of the Board, in writing setting forth:



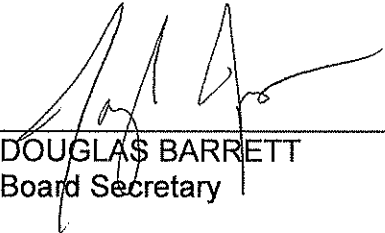
- i. The order, ruling or determination complained of,
 - ii. The basis of the complaint,
 - iii. A request for hearing if a hearing is desired.
- (i) A copy of the writing set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.
- (j) The aggrieved employee shall have the right to be present and have a representative present at any hearing above the informal level, and to make their views known.
- (k) It is understood that neither the aggrieved party nor the principal/immediate superior and/or the Superintendent of Schools shall have a right to have counsel at any appearance by the aggrieved party before either the principal/immediate superior and/or the Superintendent of Schools at the informal level in order that the grievance requested at this level would be non-adversary in nature.
- i. It is, however, understood that the aggrieved party may appear at the informal level before the principal/immediate superior and Superintendent of Schools with any member or members of the **OLD TAPPAN EDUCATION ASSOCIATION** committee having jurisdiction over grievances.
- (l) Until a grievance is fully resolved to the satisfaction of all parties, all employees, 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 and the **BOARD** agrees not to harass nor discriminate against the appellant because of his/her having filed a grievance.
- (m) No complaint arising from a source other than through the normal administrative procedure shall be noted in the personnel file of any employee without first notifying the employee in writing by certified mail, return receipt requested, of the source and contents of the complaint, and
- i. Affording the employee a hearing on such complaint if the employee shall file written demand therefor within ten (10) school days of the notice.
 - ii. The conduct of the said hearing shall be according to the procedures outlined in the grievance procedure. Subsequent notation of the complaint and determination shall be made only after a determination in such hearing which is adverse to the said employee.



- (n) If the arbitrator failed to make a recommendation acceptable to both parties within fifteen (15) school days after the hearing of the same, the aggrieved party shall pursue his and/or her rights and remedies afforded by the law in such case made and provided, if any.

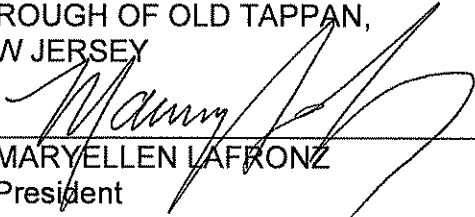
IN WITNESS WHEREOF, the parties hereunto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their respective seals to be placed hereon, all on the day and year first above written.

ATTEST:



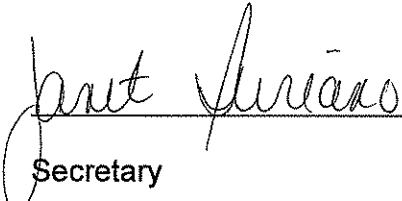
DOUGLAS BARRETT
Board Secretary

BOARD OF EDUCATION OF THE
BOROUGH OF OLD TAPPAN,
NEW JERSEY

By: 

MARYELLEN LAFRONZ
President

ATTEST:



Secretary

OLD TAPPAN EDUCATION
ASSOCIATION ON BEHALF OF
THE SUPPORT STAFF MEMBERS

By: 

DENISE MCCARTHY
President

