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AGREEMENT

BETWEEN

RIVER VALE ASSOCIATION OF EDUCATIONAL SECRETARIES

AND

RIVER VALE BOARD OF EDUCATION

73-75

PREAMBLE

This agreement entered into this day of 1973,
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, here-
inafter called the "Association."

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Chapter 303,
Public Laws 1968, 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:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the River Vale Association of Educational Secretaries as the exclusive and sole representative for collective negotiation for the duration of this agreement concerning the terms and conditions of employment for all office personnel with the exception of the Superintendent of Schools Secretary and the First and Second Assistant to the Board Secretary, whether under contract, on leave, or employed by the Board on a full or a part time basis.
- B. The R.V.A.E.S. shall remain their exclusive and sole representative as long as it maintains a majority representation of said personnel.
- C. Unless otherwise indicated, the term "secretary" when used hereinafter in this Agreement shall refer to all office employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

Grievance Procedure

DEFINITIONS

The term "grievance" means a complaint by any secretary or group of secretaries that there has been an inequitable, improper, or unjust application, interpretation or violation of a policy, agreement or administrative decision affecting said secretary or group of secretaries.

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

- (a) The failure or refusal of the Board to renew a contract of a non-tenure employee.
- (b) In matters where the Board is without authority to act.
- (c) In matters where a method of review is prescribed by law, or by any rule, regulation, direction, or by-law of the State Commissioner of Education, the State Board of Education or Public Employees Act, and in matters where the discretion of the Board may or may not be unlimited but where, after the exercise of said discretion, a further review of the Board's action is available to the employee under the provisions outlined above:

The term "employee" shall mean any regularly employed secretary covered under this agreement as defined in Article I and receiving compensation from the Board.

The term "representative" shall mean as to a secretary, a person, agency or organization named by the association and as to the Board a person, agency or organization named by the Board. The association shall have the right not to name a representative but in that event the secretary may name another person, agency or organization.

The term "immediate" superior shall mean the person to whom the aggrieved secretary is directly responsible.

The term "party" means an aggrieved secretary, her immediate superior the school principal or any staff member below the Superintendent who will be directly affected by the determination of the Superintendent in connection with the procedure herein established.

PROCEDURE

1. An aggrieved secretary shall institute action under the provisions hereof within five (5) working days of the occurrence complained of, or within five (5) working days after she would reasonably be expected to know of its occurrence. Failure to act within said five (5) day period shall be deemed to constitute an abandonment of the grievance.
2. A secretary processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
3. In the presentation of a grievance, the secretary shall have the right to present her own appeal or to designate a representative to appear with her at any step in her appeal.
4. Whenever the secretary appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. A secretary shall first present her grievance orally to her immediate superior. The immediate superior shall be notified and have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) working days of said hearing.
6. If the grievance is not resolved to the secretary's satisfaction within five (5) working days from the determination referred to in Paragraph 5 above, the secretary shall submit her grievance to the Superintendent of Schools in writing, specifying:
 - (a) The nature of grievance;
 - (b) The results of the previous discussion;
 - (c) The basis of her dissatisfaction with the determination.

7. A copy of the writing called for in Paragraph 6 shall be furnished to the school principal, to the immediate superior of the aggrieved secretary and to the association.
8. Within ten (10) working 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 in interest shall have the right to be heard.
9. Within ten (10) working 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 thereof.
10. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by any party-- the dissatisfied party, within ten (10) working days of the failure of the Superintendent to act or within ten (10) working days of the determination by him, may appeal to the Board of Education.
11. Where an appeal is taken to the Board there shall be submitted to the parties and the Board by the appellant:

The writing set forth in Paragraphs 6 and 9 and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

12. If the appellant, in her appeal to the Board, does not demand a private or public hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. 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. Where the appellant demands in writing, a hearing before the Board, a hearing shall be held.
13. The Board shall make a determination within thirty (30) working days from the receipt of the grievance and shall in writing notify the secretary, her representative if there be one the principal, and the Superintendent of its determination and the reasons thereof. This time period may be extended by mutual agreement of the parties.

14. In the event a secretary is dissatisfied with the determination of the Board she shall have the right to advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968.

A demand for advisory arbitration shall be made no later than fifteen (15) working 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.

15. In the event a grievance should be filed by any secretary who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, she shall discuss her grievance initially with the Superintendent and if dissatisfied with the written determination and the reasons thereof, she may appeal to the Board in accordance with the provisions herein set forth.

16. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved secretary may appeal directly to the Board within ten (10) working days of the issuance of said order, ruling or directive, or within ten (10) working days of the time when same have been brought to the secretary's attention, by filing with the Secretary of the Board, a writing setting forth:

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the writings 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.

17. Upon receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraph 12, 13, and 14.
18. The association shall have the right to be present by representation at any hearing above the informal level, and to make its views known.
19. 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

SALARIES AND WORKING HOURS

- A. The salaries of all secretaries covered by this agreement are set forth in Appendix "A".
- B. 1. Working hours for all full time employees covered by this Agreement shall be a 7 hour day exclusive of an 1 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, Principal and secretaries involved and made more flexible on a temporary basis.
2. The regular work week shall consist of 35 hours. Part time employees under contract shall work not less than four (4) hours per day.
3. Overtime may be requested by the employee's immediate supervisor and must have the approval of the Superintendent of Schools.
4. 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 hrs. in any week shall be paid at the rate of one and one half-time per hourly rate.
5. 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 full time employees.
- C. Secretaries shall not be required to take home any job related work or activities after the regular working day unless compensated as in paragraph "B" above. Substitute calling by the employee will receive additional compensation.
- D. All employees will be given basic assignment by the Superintendent of Schools under a supervisor. An employee may, however, be scheduled for other assignments at the discretion of the Superintendent of Schools.

- E. All employees covered under this agreement shall be entitled to days off in accordance with the school calendar. From the first day of school in September to the last day of school in June including the Fourth of July and Labor Day.
- F. 1. Vacation period for all personnel employed by September 1, 1969 will be four weeks, effective July 1, 1971 - 72. Four weeks pertain to full or part time days.
2. Those employed after July 1, 1970, in positions covered by this agreement will be granted vacations in accordance with the following schedule:
- | | |
|--------------------|---|
| 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 15 years | 4 weeks |
- G. The River Vale Association of Educational Secretaries shall be notified of any openings or new positions in their field and have the right to apply for same. In filling such positions, the Board of Education will take into consideration the employee's abilities, conscientiousness and length of service.

ARTICLE IV

Sick Leave

- A. All employees covered by this agreement, working under a 12 month contract, shall be entitled to twelve (12) sick leave days each school year as of July 1, 1970, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Personnel hired during a school year shall be entitled to the equivalent of 1 day sick leave per month.
- B. Part time personnel shall be allotted twelve (12) part days sick leave days per school year in accordance with "A" above.
- C. Whenever a tenure employee whose service is covered by these regulations is absent because of illness for a duration of time which extends beyond the total of the current annual allowance and the days accumulated to her credit, such employee shall receive partial payment for each day of extended absence up to eight (8) days upon the recommendation of the Superintendent of Schools and the Approval of the River Vale Board of Education. The amount of partial payment shall be one-half the employee's daily salary rate.

ARTICLE V

TEMPORARY LEAVE OF ABSENCE

- A. Temporary leaves of absence shall be granted all personnel covered by this agreement in accordance with Board Policy No. A-11, Absence of Employees and will include part time contracted employees.

ARTICLE VI

EXTENDED LEAVES OF ABSENCE

- A. Extended leaves of absence shall be granted all personnel covered by this Agreement in accordance with Board Policy No. A-12, Maternity Leave and Board Policy No. A-14, Leave of Absence for Personal Health or Family Hardship, and will include part time contracted employees.

ARTICLE VII

INSURANCE PROTECTION

- A. The Board shall provide the health group insurance protection designated below for each individual employed 20 hours or more per week and pay the full premium for each employee and the premium for a full family plan where the employee has a family.
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 July 1st and ending June 30th; unless the new employee transfers from another district participating in the State Health Benefits Plan, such payments and coverage would continue without interruption. Payments will be made in behalf of an employee who terminates employment as of June 30th through August 31st.
 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 State Health Benefits Plan.
- B. The Board will attempt to provide to each employee a description, from the insurance carrier, of the health group insurance coverage provided under this Article, no later than the beginning of the 1973-1975 school years, which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE VIII

SECRETARY - ADMINISTRATION 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

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 employees covered by this agreement.
- 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 letter to the following addresses:
1. If by the Association, to the Board Secretary or person in charge of the Board Office at 613 Westwood Avenue, River Vale New Jersey.
 2. If by the Board, to the President of the River Vale Association of Educational Secretaries.
- 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 office personnel 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 in situations of emergency.
- E. It is agreed by both parties that negotiations will be conducted without the use of "sanctions" (as defined by law) 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 stating that either "Progress has been made" or "No progress has been made".

- F. The parties agree to follow the procedures outlined in this Agreement, if provided, and in that event, to use no other channels to resolved any question or proposal until the procedures within this Agreement are fully exhausted.

ARTICLE X

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of ~~July 1, 1973~~ and shall continue in effect until ~~June 30, 1975~~ subject to the Association's right to negotiate over a successor Agreement; provided, either party desiring modifications shall give the other sixty (60) days notice of intent. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries on the day and year first written above.

RIVER VALE ASSOCIATION OF EDUCATIONAL SECRETARIES

by President

by Secretary

RIVER VALE BOARD OF EDUCATION

by President

by Secretary

Date

SCHEDULE "B"

1.	2.	3.
<u>Clerk-Typist</u>	<u>Secretary</u>	<u>Steno-Secretary</u>
\$4551-\$6993	\$4662-\$7437	\$4773-\$7659

Clerk/typists and secretaries employed prior to July 1, 1970 will be classified under category #3.

The Board of Education will review the above salary ranges annually. The ranges will be adjusted in accordance with any increase in the cost of living. The basis of determining the increase will be that which is published by the U.S. Department of Labor for the North-east New Jersey Metropolitan Area. The date to be used to establish the annual cost of living increase shall be December 31st, of the calendar year immediately preceding the school year to be effected by it. The school year is defined as July 1st to June 30th. Each employee covered by this agreement shall be guaranteed a cost of living increase as indicated.

In addition to the above cost of living increase, merit increases will also be granted based on evaluations made on or about October 15th and March 15th.

These increases will be granted within the salary ranges established in Schedule "B" of this agreement.