

4-2045

02 53

THIS DOES NOT
CIRCULATE

AGREEMENT

BETWEEN

RIVER VALE ASSOCIATION OF EDUCATIONAL SECRETARIES

AND

RIVER VALE BOARD OF EDUCATION

Reyn

LIBRARY
Institute of Management and
Labor Relations

NOV 5 1979

RUTGERS UNIVERSITY

1979-1980

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 those positions presently established in the Offices of the Superintendent of Schools and the Board Office. This exception shall only apply to those positions established in said offices as of July 1, 1977.
- 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 the 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:

1. as to a secretary: A person, firm, agency or organization named in writing by the grievant, and
2. as to the Board: A person, firm, agency or organization named in writing by the Board.

The Board and the Grievant 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.

The term "school day" shall mean a day upon which secretary's attendance is required.

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 other staff member below the Superintendent who will be directly affected by the determination of the Superintendent in connection with the procedure herein established.

A secretary may institute action under the provisions hereof within thirty (30) school days of the occurrence complained of, or within thirty (30) school days after he would reasonably be expected to know of its occurrence. Failure to act within that prescribed period shall be deemed an abandonment of this grievance procedure.

A secretary processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.

The secretary has a right to have a representative appear with him commencing with Level Two, and at all subsequent levels of the grievance procedure.

The grievant shall be present throughout each level of this procedure.

PROCEDURE

1. Level One:

A secretary shall first present his grievance orally to his 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 hearing. A written decision, upon request made within five (5) school days of the hearing, shall be rendered within ten (10) school days of said hearing.

2. Level Two:

If the grievance is not resolved to the secretary's satisfaction within five (5) school days from the determination referred to in Level One above, the secretary shall submit his 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 his dissatisfaction with the determination.

A copy of the writing called for in the paragraph above, shall be furnished to the school principal, to the immediate superior of the aggrieved secretary, 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 therefor e.

3. 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, he, within ten (10) school days of the failure of the Superintendent to act or within ten (10) school days of the determination by him, may 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 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 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 preceding paragraphs, and a further statement in writing setting forth the appellants dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

The Board shall make a determination within thirty (30) school days from the receipt of the grievance and shall in writing notify the secretary, his 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.

4. Level Four:

In the event a secretary is dissatisfied with the determination of the Board, he shall have the right to carry his grievance to arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968, as amended and supplemented.

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

A 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 costs 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 costs 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 party's 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.

Failure at any step of this procedure to communicate the decision on a grievance within the time limits shall permit the secretary 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 period specified herein.

In the event a grievance shall 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, such secretary shall initiate his grievance at Level Two.

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. 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 by-pass the normal adjudication of grievances at the lowest administrative level.

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.

The Association shall have the right to be present by representative at any hearing above the informal level, and to make its view known.

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 Schedule "A".

1. Working hours for all full time employees covered by this Agreement shall be a 7 hour day exclusive of a 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 regularly 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-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 regularly 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.
6. Pro-rated salary for part-time employees shall be at $\frac{4}{7}$ of the base salary as listed in each category.

B. Secretaries shall not be required to take home any job related work or activities after the regular working day unless compensated as in paragraph "A-4" above.

C. 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. Such assignments shall be made and notification to each employee be made no later than June 30th of the school year.

Article III

D. 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.

E. 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:

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

F. 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 1st of the current year 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 one (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 such employee may request from the Board with the approval of the Superintendent additional sick pay at the rate of 1/2 of the daily rate (1/200 of the annual contract). This extension shall be limited to six months beyond the accumulated sick leave.

ARTICLE V

TEMPORARY LEAVE OF ABSENCE

- A. Temporary Leave of Absence shall be granted all personnel covered by this agreement as follows:
1. Each employee shall be allowed up to four days per year for the following reasons:
 - a. observance of religious holiday
 - b. court subpoena
 - c. personal business which cannot be conducted outside of school hours.
 - d. unexpected emergencies
 - e. death of a relative other than those defined below or a close friend.
 2. Any unused personal leave provided for in A 1 above shall be accumulated in succeeding years to a maximum of five days, which may then be utilized by the employee for the care of a sick member of his family.
 3. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system, except for negotiations, and not if the employee initiates the action.
 4. Up to five days at any one time in the event of death of an employee's spouse, child or parent; and up to a total of ten days per annum in the event of death of an employee'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 employee's spouse, child, or 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.
 5. Other leaves of absence or extensions of leave with pay may be granted by the Board for good reason.
 6. In the event an employee absents himself one or more days prior to or following a multiday holiday he may be required to show cause. Disciplinary action may be taken by the Superintendent.
- B. Leaves taken pursuant to Section 1 above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE VI

EXTENDED LEAVE OF ABSENCE

Extended leave of absence shall be granted to all personnel on the recommendation of the Superintendent and approved by the Board of Education as follows:

A. Maternity Leave

1. An employee seeking a leave on the basis of medical reasons associated with pregnancy or birth shall apply to the Board for a leave at least 60 days prior to the proposed commencement of her leave.
2. The employee shall specify the date she desires to start her leave. The leave date may be determined by:
 - a. Medical certification and/or
 - b. The least disruption to the operation of the school.

She shall also specify the date she wishes to return to work.

3. The employee shall apply for reinstatement within a reasonable time following delivery, or by April 1st of the year following the birth. Prior to her re-instatement she shall furnish a medical certificate confirming the fact that she is medically able to render services to the school district.
4. Extension of this leave for tenured employees for reasons connected with this birth is at the discretion of the Board. The Board shall not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.
5. An employee availing herself of this policy may:
 - a. Take her leave without pay
 - b. Apply her sick leave pay as per Article IV. A. to her leave.

B. Adoption Leave

Any employee on tenure may request an adoption leave without pay and said leave shall be granted. An adoption leave of absence shall begin not later than three (3) months before the approximate date of the adoption and shall continue to a year from the September immediately following the date the leave begins except that the Board of Education, may, upon recommendation of the Superintendent, change either or both of said periods if in its opinion it appears to be for the best interests of the the school.

C. Other Leaves

A leave of absence without pay of up to one (1) year may be granted to tenured employees for the following:

- a. Rest prescribed by a physician
- b. Restoration of health
- c. For any reason the Board considers valid for such leave.

D. Return to Work

An employee shall not receive increment credit for time spent on a leave pursuant to above. All benefits to which an employee was entitled at the time her leave of absence commenced including accumulated sick leave, shall be restored to her upon her return, and she shall be assigned to the same position which she held at the time her leave commenced, if available, or if not to a substantially equivalent position.

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 ~~1977-78~~ 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 School Business Administrator 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 resolve 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, 1979 and shall continue in effect until June 30, 1980. 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, attested by their respective secretaries all on the day and year first above written.

RIVER VALE ASSOCIATION OF EDUCATIONAL SECRETARIES

By

Its President

By

Its Secretary

RIVER VALE BOARD OF EDUCATION

By

Its President

By

Its Secretary

SCHEDULE A *

<u>Clerk Typist</u>		<u>Secretary</u>	
1	\$6,000.00	1	\$6,500.00
2	6,450.00	2	6,700.00
3	6,850.00	3	7,250.00
4	7,250.00	4	7,675.00
5	7,650.00	5	8,200.00
6	8,050.00	6	8,625.00
7	8,425.00	7	9,075.00
8	8,800.00	8	9,650.00
9	9,200.00	9	10,200.00
10	9,600.00	10	11,000.00

Longevity

12 - 15 years	-	\$200.00
16 - 19 years	-	300.00
Over 20 years	-	400.00

* All personnel shall be placed on guide during the term of this contract.

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

RIVER VALE ASSOCIATION OF EDUCATIONAL
SECRETARIES

RIVER VALE BOARD OF EDUCATION