

PREAMBLE

This agreement is made and entered into on this 23rd day of September, 2003 by and between the Board of Education of the School District of Fair Lawn, in the Borough of Fair Lawn, New Jersey, hereinafter referred to as the "Board", and the Fair Lawn Association of Educational Secretaries, hereinafter called the "Association", effective July 1, 2003.

ARTICLE I

PRINCIPLES

- A. This Agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the positions set forth in Appendix "A" attached hereto and made a part hereof.
- B. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this Agreement or of policies or regulations of the Board and accordingly herein agreed upon a grievance procedure for the effective processing of such disputes.
- C. The Board and the Association, the parties to this Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill.
- D. Despite reference to the board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificates of resolution) of authority to act.
- E. Any existing Board Policy, Administrative Rule or Regulation which is in conflict with a term or condition of employment set forth herein shall, to the extent of such conflict, be superseded and replaced by the terms of this Agreement. Nothing in this Agreement which changes a pre-existing Policy, Rule or Regulation will operate retroactively unless expressly so stated herein.

ARTICLE II

RECOGNITION

- A. The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to the terms and conditions of employment on behalf of all employees in the positions set forth in Appendix "A" attached hereto and made a part hereof.
- B. Unless otherwise indicated the term "employee", when used hereinafter in this Agreement, shall refer to all employees in the negotiating unit as above defined.
- C. Except as otherwise identified, all provisions of this agreement shall apply to all unit members identified in the recognition clause.

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITION

- 1. A "grievance" shall mean a claim by an employee that there has been misinterpretation, misapplication, or a violation of Board Policy, this Agreement, or an administrative decision affecting the employee's terms and conditions of employment.
- 2. A grievance to be considered under this procedure must be initiated by the employee by the completion and execution of the necessary forms within thirty (30) days of the time the employee knew or should reasonably have known of its occurrence. Failure to act within said thirty (30) days shall be deemed an abandonment of the grievance.
- 3. An "aggrieved employee" is the person or persons who have executed the necessary forms and filed the grievance.
- 4. In addition to the Board and the Superintendent or his designee, a "party in interest" means an aggrieved employee, the employee's immediate supervisor and/or any staff member in the chain of administration below the Superintendent or his designee.
- 5. The term "representative" shall constitute the person designated by the Association to represent the Association and/or the aggrieved employee at the grievance proceedings. Nothing herein shall prevent the aggrieved employee from representing herself/himself. When an employee refuses representation by the Association, the Association shall have the right to be present and present its views at all stages of the grievance procedure.

GRIEVANCE PROCEDURE (continued)

6. The term grievance and these grievance procedures shall not apply to the following:
 - a. To a case arising out of official action by the Board of Education except as such action shall apply to any article of this Agreement.
 - b. The failure or refusal of the Board to renew the contract of any non-tenure employee.
 - c. Any Case in which the employee is claiming tenure under the provisions of N.J.S.A. 18A: 17-2 where charges have been brought against such employee pursuant to the provisions of the Tenure Employees Hearing Law, N.J.S.A. 18A: 6-10 et seq. In such cases the procedure to be followed shall be that set forth in N.J.S.A. 18A: 6-10 et seq.

B. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, solutions to the problems relating to employment which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Level One

Any employee who has a grievance shall discuss it first with the employee's supervisor in an attempt to resolve the matter informally at that level.

2. Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, the employee may set forth his/her grievance in writing to his/her supervisor on the grievance forms provided. The supervisor shall communicate his/her decision to the employee in writing, with reasons, within three (3) school days of receipt of the written grievance. If the supervisor determines that he/she lacks jurisdiction to resolve the grievance, he/she shall, promptly upon filing of same, waive his/her right to render a decision and forward the written grievance to the Superintendent for his determination in accordance with the provisions hereinafter set forth.

GRIEVANCE PROCEDURE (continued)

3. Level Three

The employee, no later than five (5) school days after receipt of the supervisor's decision may appeal the supervisor's decision to the Superintendent of Schools or his designee. The appeal to the Superintendent or his designee must be made in writing, reciting the matter submitted to the supervisor as specified above and the employee's dissatisfaction with the decision previously rendered, furnishing the specific reasons for dissatisfaction. The Superintendent or his designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent or his designee shall communicate his decision in writing with the reasons to the aggrieved employee and the supervisor.

4. Level Four

If the aggrieved employee is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent or his designee, the employee may, within five (5) school days after a decision by the Superintendent or his designee or fifteen (15) school days after the grievance was delivered to the Superintendent or his designee, whichever is sooner, request in writing that the grievance be forwarded to the Board of Education.

The Board of Education shall act on the grievance and shall inform the aggrieved employee and the Superintendent or his designee of the decision reached within twenty (20) school days of its receipt by the Board.

5. Level Five

(a) If the aggrieved employee is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within twenty (20) school days after the grievance was received by the Board of Education, the employee may, within five (5) school days after a decision by the Board of Education, or twenty (20) school days after receipt of the grievance by the Board, whichever is sooner, request in writing that the Association submit the grievance to binding arbitration. If the Association determined that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) school days after the receipt of a request by the aggrieved employee. The Superintendent or his designee shall be so notified in writing.

GRIEVANCE PROCEDURE (continued)

(b) Within five (5) school days after such written notice of submission to binding arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association (AAA). The parties shall then be bound by the rules established by AAA in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the parties within ten (10) school days of his selection. He shall limit himself to the issue(s) presented to him, and shall be without authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall not have the power to add anything to, nor subtract anything from, this Agreement.

(d) The arbitrator shall ask that all supportive evidence be placed before him. He shall issue a decision within thirty (30) school days of the last meeting with the parties. The arbitrator's decision shall be in writing and shall set forth his findings, reasoning, and conclusions on the issue(s) submitted. Copies of the arbitrator's decision shall be issued to the aggrieved employee, the Association and the Board, and shall be binding on both parties.

D. COSTS FOR BINDING ARBITRATION

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. MISCELLANEOUS

1. If more than one employee files the same grievance, the Association may request, in writing, addressed to the Superintendent or his designee, that the procedures set forth in Levels One and Two be waived and the matter presented de novo at Level Three and the grievance procedure continue as provided thereafter. The Superintendent or his designee must furnish an answer within five (5) school days. If the reply is in the negative, the employee will continue with these procedures commencing with Level One.

2. With the exclusion of Level One, all decisions rendered shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.

GRIEVANCE PROCEDURE (continued)

3. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent or his designee and the Association, and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this Article.
6. Any party in interest may request and be entitled to have a representative present at any meeting or hearing in which the employee is required to be present or furnish testimony or information relative to a grievance.
7. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, unless notice by either party due to illness, shall permit the aggrieved 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, unless notice by either party due to illness, shall be deemed to be acceptance of the decision rendered at that step.
8. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
9. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.
10. The grievance procedure shall proceed as set forth herein above notwithstanding that school is not in session due to summer vacation, in which event all references herein to "school days" shall mean "weekdays".

TERMINAL LEAVE REMUNERATION PLAN (continued)

- F. In the event of death of an eligible terminated employee, prior to collecting the full benefits, his or her estate shall be paid for the remainder.

ARTICLE V

SALARIES AND HOURS OF WORK

- A. Any member of the collective negotiations unit who is promoted to a higher job category grade level shall be placed on the appropriate guide column at the same step level as the employee was located in the former category; for example, a Grade IV employee on step 2 who is promoted to Grade VI would be placed on step 2 of the Grade VI salary guide.
- B. Employees hired on or after July 1, 1992, or current district employees not within the collective negotiations unit who are appointed to a position within the collective negotiations unit, may be granted salary credit for previous comparable work experience as determined in the sole discretion of the Superintendent of Schools or his designee.
- C. A double increment will be granted to each employee as stated in this salary schedule when appointed to his/her 4th full year contract. Tenure increments will become effective at the beginning of each school year, September 1st for ten (10) month employees and July 1st for twelve (12) month employees.
- D. For purposes of determining an hourly rate for a position the minimum annual salary for such position shall be divided by the annual number of hours (1,820 hours = 12 months; 1,680 hours = 11 months; 1,519 hours = 10 months and 2080 hours for Offset Press Operator, who is 12 months and works 40 hours per week) for the position.
- E. Extra compensation for recording of minutes at all public Board meetings shall be fixed at the employee's hourly rate, with a minimum of two (2) hours pay for each meeting.
- F. The regular work week shall be 35 hours (40 hours for the offset press operator), and the regular work day shall be 7 hours, exclusive of the lunch period (8 hours exclusive of the lunch period for the offset press operator). The Superintendent of Schools shall have the right to establish and change work schedules, provided that the regular work day will not commence before 7:30 and will not end later than 4:30 (except for the offset press operator). Nothing contained herein shall prevent the Board or its administration from directing an employee to report to work before 7:30 a.m. or remain beyond 4:30 p.m., when necessary.

SALARIES AND HOURS OF WORK (continued)

- G. (1) Authorized overtime shall be compensated at the rate of time and one-half for all hours over thirty-five (35) worked in any one work week (except for the offset press operator whose regular work week is forty (40) hours.)
- (2) Authorized work on a Saturday shall be compensated at the rate of time and one-half.
- (3) Authorized work on a Sunday or Holiday when school is not in session, or when an employee is called in to work on a day when school is closed due to inclement weather, shall be compensated at a double time rate.
- H. (1) All 11 and 12 month employees on this schedule shall be entitled to two days off, in addition to any legal holidays, during all school vacation weeks from September through June. Furthermore, in any event, a ratio of 5/6 for 10 months and 5.5/6 for 11 months for holidays based on the annual school calendar for 10, 11 and 12 month employees shall be maintained. These are to be included on the annual holiday schedule for all 12, 11 and 10 month secretarial and clerical personnel.
- (2) All 10 month employees on this schedule shall be employed during the period of September 1st through June 30th and shall be entitled to the same holidays as 11 and 12 month employees during the school year, except that during all school vacation weeks, September through June, 10 month employees shall not work.
- (3) The work year for the following two employees shall be determined by the Community School Manager:
- Community School Secretary - 11 months
Community School Bookkeeper - 10 months
- I. When calculating salary less substitute pay for employees who have used all of their sick days in accordance with Article VIII of this contract, the actual amount paid the substitute will be deducted.
- J. An employee whose work year is reduced, shall be moved to a lower grade level in accordance with the new assignment and paid in accordance with the new grade level.
- K. Except in an emergency, employees covered by this agreement shall not be required to supervise or instruct students.
- L. All employees will be paid at their regular hourly rate for late openings, early closings and snow days for only those days or hours which they would normally work.

SALARIES AND HOURS OF WORK (continued)

- M. The only sections of Article V applicable to Clerk and Media Aides are Sections E, G (2,3), H (2), K and L.
- N. The Offset Press Operator shall be given a uniform allowance of three (3) shirts and three (3) pants per year.

ARTICLE VI

SENIORITY AND JOB SECURITY

LIMITED SENIORITY

- A. A limited seniority will be in effect only if a position is abolished in one of the categories listed. Seniority applies only to tenured personnel in the same category as described on the category list (Appendix B).
- B. If a position is abolished in a category, the person in that category with the least district-wide seniority as determined by hire date of any employee in that category will be subject to a reduction-in-force even if that person's specific job or assignment has not been abolished. The Board of Education may reassign, at its sole discretion, the remaining personnel in the category to any position(s) within that category, and its action will not be grievable.
- C. In the case of a transfer or promotion, seniority rights in the vacated category will no longer be in effect. There shall be no bumping from one category to another, and transfers and assignments remain the prerogative of the Board.
- D. If positions are added, the category in which an employee is placed is at the discretion of the Board of Education.
- E. Non-tenured personnel will have no seniority.
- F. Persons reduced in force will have no rights to be recalled to any position.
- G. An employee shall lose all accumulated school district seniority if that person is no longer employed by the district for any reason.
- H. When it is determined by the Board that a reduction in force shall take place, the employee(s) affected thereby and the Association shall be given notice thereof as soon as it is practicable, but no less than thirty (30) calendar days.

ARTICLE VII

VACATIONS

- A. Each twelve (12) month employee in the negotiating unit covered by this Agreement shall be entitled to the following vacation with pay, to be taken at the annual rate of pay such employees are receiving at the time such vacation were actually taken.

Length of Uninterrupted Service

Vacation Time

One (1) year or more, but less than six (6) years

2 weeks

Six (6) years or more, but less than eleven (11) years

3 weeks

After eleven (11) years

One (1) day shall accrue for each year to a maximum of four (4) weeks

- B. Vacation entitlements earned under this Agreement during a given school year shall be taken during the next following school year.
- C. When a pay day falls on a vacation, the employee shall, if practicable, receive his/her pay check on the last previous work day.
- D. All ten (10) month employees on this schedule shall be entitled to four (4) days vacation pay after six (6) years of service.
- E. Vacation for the Community School Secretary will be prorated from 20 days for 12 months to 18 days for 11 months.
- F. If, during an employee's vacation, a death in the employee's immediate family occurs, the bereavement days shall not be counted as vacation days to the extent they would otherwise be eligible to be a "Temporary Leave of Absence With Pay" pursuant to Article X of this agreement.
- G. This article shall not apply to hourly employees (clerk/media aides).

ARTICLE VIII

SICK LEAVE

A. **Regular**

All regularly employed 10 month personnel shall be entitled to ten (10) days sick leave per year with full pay. All regularly employed 12 month personnel shall be entitled to twelve (12) days sick leave per year with full pay. All unused days subsequent to September 1954 shall be accumulative. One-half of all unused days prior to September 1954 shall be accumulated.

B. Effective July 1, 1992, employees may apply for extended sick leave after exhaustion of accumulated sick days, and such leave may be granted by the Board at its discretion, less the cost or estimated cost of a substitute, in accordance with the provisions of N.J.S.A. 18A:30-6. Extended days accumulated prior to July 1, 1992 shall be grand fathered. After June 30, 1992, extended sick leave days will no longer be automatically granted or banked.

ARTICLE IX

ATTENDANCE AT WORKSHOPS, CONFERENCES AND SEMINARS

A. The Board recognizes that it shares responsibility with its secretarial staff for upgrading and updating performance and attitudes.

1. The Board shall provide for a maximum payment of \$300.00 per person for lodgings and mileage for school secretaries who choose to attend Secretarial Workshops, Conferences and Seminars during the School Year, within budgetary limitations, upon recommendation of the Superintendent or his designee, subject to approval of the Board of Education. Said approval shall be granted or denied within thirty (30) days of a request.

2. **Tuition Reimbursement.** The Board of Education shall pay half of the cost of the tuition, to a maximum of \$600.00 per calendar year, for courses taken within the employee's present area of service. Exceptions to courses in the area of service may only be granted by the Superintendent of Schools. The total amount must be within budgetary limitations. Approval must be obtained from the Superintendent or his designee and the employee must obtain a passing grade for this course to be eligible for such reimbursement. Said approval shall be granted or denied within thirty (30) days of a request. Upon achievement of an Associates degree related to the employee's area of service, and upon submission of proof of same, the employee will receive a one-time payment of \$350.00. Upon completion of a Bachelors degree and proof of same the employee will receive either:

TEMPORARY LEAVE OF ABSENCE (continued)

- a.
 - (1) Personal business days shall be used for those things which cannot be done by the employee during other than normal work hours.
 - (2) The Superintendent or his designee reserves the right to require verification of same in order to insure proper and intended use of this provision.
- b. Personal business days may be used by the employee for the reasons of illness in the immediate family.
- c. All such days under this section not utilized during the course of the school year shall accrue as additional sick days as per Article VIII "Sick Leave" and thereby result in each ten (10) month employee being permitted to accrue a maximum of thirteen (13) unused sick days derived from the ten (10) days under Article VIII and the three (3) days permitted under this section; and result in each twelve (12) month employee being permitted to accrue a maximum of fifteen (15) days derived from the twelve (12) days under Article VIII and the three (3) days permitted under this section.
- d. In addition to such accrual as to sick leave, all personal business days under this section shall accrue as accumulated terminal leave days referred to in Article IV "Terminal Leave Remuneration Plan" to the maximum limit of three (3) days per employee per year.
- e. The accumulation referred to in the preceding subsection (c) and (d) shall not apply with respect to days attributable to school year which began before July 1, 1986.

B. Temporary Leave of Absence Without Pay

Requests for absence not within the limitations of Article X, (A) Sections 1 and 2 above, may be approved without pay by the Superintendent or his designee for a maximum of three (3) days per employee per year.

C. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard, provided such obligations cannot be fulfilled on days other than normal workdays. An employee shall be paid his regular pay, in addition to any pay which he received from the State or Federal Government.

D. Other leaves of absence with or without pay may be granted by the Board upon recommendation of the Superintendent or his designee.

TEMPORARY LEAVE OF ABSENCE (continued)

- E. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.
- F. Effective Dates:
The provisions of this Article X are effective for years beginning on or after July 1, 1986.
- G. A leave of absence without pay for up to six (6) months may be granted for the purpose of caring for a sick member of the employee's immediate family. Immediate family is defined as the employee's spouse, child, daughter-in-law, son-in-law, parent, father-in-law, mother-in-law, brother, sister, or grandchild. Up to six (6) months may be granted as a single block of time and may be used in part. Each employee shall be eligible to request said leave no more than once in any five (5) year period and sick leave shall be defined as prolonged and catastrophic in nature.

ARTICLE XI

**SUMMER EMPLOYMENT, PROMOTIONS, TEMPORARY AND
STATE/FEDERALLY FUNDED OPENINGS**

- A. School secretaries employed on a ten (10) month basis shall be notified of and may apply for temporary job vacancies in the secretarial categories during the two (2) summer months of July and August.
- B. Except in emergency circumstances, all permanent job vacancies in the unit, summer employment, temporary employment, and state/federally funded openings, for which an employee may qualify, shall be first publicized throughout the school system to employees covered under this contract. Instructions for making application and deadline date for application shall be included with each notice and a copy of the notice shall be forwarded to the Association President.

ARTICLE XII

INSURANCE PROTECTION

- A. The Board shall provide Health Insurance protection which includes the benefits indicated below. The Board shall pay the full premium cost for each employee and his/her dependents, if any.
 - 1. For each employee presently in the employ of the Board who continues for a full school year, the Board shall make payment of insurance premiums to provide coverage for the full twelve-month period, commencing July 1st for twelve (12) month employees and September 1st for ten (10) month employees.

2. Each new employee will be eligible to become a participant in the Health Insurance Program on the first of the month following the date the employee completes two (2) months of continuous service with the Board. The dependents' coverage for those who have enrolled their dependents will become effective on the same date.
 3. The Health Insurance shall provide coverage equivalent to or better than that currently provided by the district and shall be detailed in master policies and contracts and shall include, but not be limited to :
 - a. Payment of semi-private room, board and miscellaneous costs.
 - b. Out-patient benefits.
 - c. Payment for laboratory fees, diagnostic expenses and therapy treatments.
 - d. Payment for maternity costs.
 - e. Payment for surgical costs.
 - f. Major Medical coverage up to \$1,000,000.
 4. Employees in positions subject to terms and conditions of this contract who work less than 25 hours per week will not be eligible for Health Benefits, Dental Benefits and Prescription Benefits.
- B. Secretaries or clerks on leaves of absence without pay may continue coverage of employee and dependents by paying to the Board of Education, in advance, the total premium required for such coverage provided no period of such continued coverage exceeds a total of nine (9) months.
- C. The Board shall provide each secretary or clerk with a description of the Health Insurance Coverage provided by no later than the Beginning of each school year. This information shall include a clear description of conditions and limits of coverage provided.
- D. Each employee covered by Part B of Medicare shall be reimbursed annually by the Board for the premium cost.
- E. In the event that the Board changes Health Insurance Carrier, provisions for a direct payment plan for all retirees shall be included.
- F. Dental Plan, Prescription Plan and Optical Plan - For the term of this agreement, the Board shall contribute an additional \$1,090.00 above the 2002-2003 school year amount of \$2,825.00 per employee towards the premium cost of the dental, prescription, optical and disability plans. However, no more than \$400.00 of the \$1,090.00 total may be used in any single contract year toward these premiums.
- G. Effective anytime during the 2004-2005 school year, the parties shall re-open negotiations for the existing medical plan.

ARTICLE XIII

SCHOOL CALENDAR

The school calendar and the calendar of Secretarial and Clerical Holidays shall be distributed to the members of the Association within ten (10) calendar days following their adoption by the Board.

ARTICLE XIV

DEDUCTIONS FROM SALARY

- A. The Board agrees to deduct from the salaries of its employees dues for the Fair Lawn Association of Educational Secretaries, the Bergen County Education Association, the New Jersey Education Association and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct, after said forms have been submitted to the Business Department by the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52: 14-15.9e) and under rules established by the State Department of Education. Such monies together with records of any corrections shall be transmitted to the treasurer of the Fair Lawn Association of Educational Secretaries.
- B. Each of the Associations named 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.

ARTICLE XV

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Within thirty (30) days after a request by either party but in any event not later than December 20th of the year in which this Agreement expires, the Board and the Association shall commence negotiations in a good faith effort to reach agreement on terms and conditions of employment.
- B. During negotiations the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information in the public domain which is relevant to the subject under discussion. Meetings shall be held at mutually agreeable convenient times until an agreement is reached.

NEGOTIATION OF SUCCESSOR AGREEMENT (continued)

- C. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.
- D. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE XVI

EMPLOYEE-ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available for inspection by the Association in response to reasonable requests from time to time all available information in the public domain concerning the financial resources of the district, including, but not limited to, annual financial reports and audits, directory of all personnel in the unit and all changes that may arise, final budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, and such other pertinent information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in grievance proceedings, conferences or meetings, such representative shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, subject to prior approval of the Superintendent or his designee. Such permission is not to be unreasonably denied.
- D. The Association, during the term of this contract, shall have the use of all school facilities in accordance with Board Policy No. 1330. A School Use Application will not be required for use of school facilities when the activity begins prior to 4:00 P.M. on a school day, except on a day preceding a holiday or weekend, in which case an application will be required at any time.

EMPLOYEE-ASSOCIATION RIGHTS AND PRIVILEGES (continued)

A School Use Application must be filed and be approved in accordance with Board Policy No. 1330 for any use of facilities which begins after 4:00 p.m. on a school day. This provision may be waived by the Superintendent of Schools.

At all other times Policy No. 1330 shall pertain.

Any change in said policy, applicable to all users in the same category, shall be applicable to the Association.

- E. The Association shall have the privilege of using all school equipment at reasonable times, when such equipment is not otherwise in use. The Association shall be responsible for all reasonable damages incurred and shall be subject to the provisions of Policy No. 1330. In all cases, prior permission of the Superintendent or his designee is required. Such permission is not to be unreasonably denied.
- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration.
- G. Whenever any employee is required to appear before the Superintendent of Schools or his designee, the Board, or any committee or members thereof concerning any matter which could adversely affect the continuation of that employee in her/his position, employment, or the salary or any increments pertaining thereto, then the employee shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise said employee and represent him/her during such meeting or interview. Any suspension of an employee pending charges shall be without pay.
- H. No employee shall be prevented from wearing official pins or other identification of membership in the Association or its affiliates.
- I. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action by the Board, or any agent or representative thereof, shall not include public mention of the employee by name and shall be subject to the grievance procedure herein set forth.
- J. The Superintendent of Schools, or his/her designee, shall notify the Association of the name, address, salary, and salary placement of each new employee within ten (10) days of hire.

The Board of Education shall provide each new employee all information necessary for employment, including available health insurance and a contract agreement within the first five (5) working days.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be provided at Board expense within thirty (30) days after the Agreement is signed, to all employees in this unit now, or hereafter employed by the Board.
- B. Separability: 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 the law, but all other provisions or applications shall continue in full force and effect.
- C. Notice: Whenever any notice is required to be given by either the parties to this agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following:
 - 1. If by Association, to Board at 37-01 Fair Lawn Avenue
Fair Lawn, N.J. 07410
 - 2. If by Board, to Association at 37-01 Fair Lawn Avenue
Fair Lawn, N.J. 07410
- D. A licensed fireman and/or administrator shall be on duty at all times that an individual covered by this contract is required to work; otherwise this individual may leave and shall be paid at his/her hourly rate for the hours worked.
- E. This Agreement shall not be modified in whole or in part except by an instrument in writing, duly executed by both parties.

ARTICLE XVIII

EVALUATIONS

- A. All employees shall be evaluated annually utilizing the mutually agreed upon Evaluation Form which shall include a narrative.
- B. After the evaluation is held the employee shall have the right to a conference with the evaluator and the evaluation shall not be final until such conference is held.
- C. The employee shall have the right to attach a written statement to the evaluation and a notation shall be made on the evaluation that such written statement is attached.

ARTICLE XIX

AGENCY FEE

1. PURPOSE OF FEE

Commencing July 1, 1998, 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 representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services by the Association as majority representative.

2. AMOUNT OF FEE

a. Notification

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 by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law. Prior to deduction by the Board of any membership fee for any membership year, the Association will supply evidence to the Board of the establishment and maintenance of a demand-and-return system.

b. Legal Maximum

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to eighty-five percent (85%) of that amount as the maximum presently allowed by law.

AGENCY FEE (continued)

3. DEDUCTION AND TRANSMISSION OF FEE

a. Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees in accordance with paragraph b. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule

The Board will deduct the representative fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (1) ten (10) days after receipt of the aforesaid list by the Board; or
- (2) thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

c. Mechanics

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.

d. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph a. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made within ten (10) days after the Board received said notice.

AGENCY FEE (continued)

4. INDEMNIFICATION AND SAVE HARMLESS PROVISION

a. Liability

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable attorney's fees and other legal costs and expenses, which may arise by reason of any action taken or not taken by the Board in complying or attempting to comply with the provisions of this Article, provided that:

- (1) the Board gives the Association timely notice in writing of any claim, demand suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (2) if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability; provided, however, that this condition shall not apply where there may be a conflict of interest between the Board and the Association which would necessitate separate representation. The Board and the Association will cooperate fully with each other in gathering evidence, securing witnesses and in all other aspects of said defense.

5. NEW EMPLOYEES

The Board will advise the Association of the name of any unit employee hired after the beginning of the school academic year, within thirty (30) days of the date of the Board resolution approving such employment.

ARTICLE XX

DURATION

- A. The provisions of this agreement shall be effective as of July 1, 2003 and shall remain in full force and effect through June 30, 2006 subject to the right of the Board and the Association to negotiate for a modification of this agreement.

THE SCHOOL DISTRICT OF FAIR LAWN, NEW JERSEY

By _____
President, Board of Education

THE FAIR LAWN ASSOCIATION OF EDUCATIONAL SECRETARIES

By _____
Co-President

By _____
Co-President

Attest:

Secretary, Fair Lawn Board of Education

Secretary, Fair Lawn Association of Educational Secretaries

APPENDIX A

POSITIONS COVERED BY THIS AGREEMENT

<u>GRADE</u>	<u>TITLE</u>
I	Clerk Typist/Stenographer - 10 Months
I	Community School Bookkeeper - 10 Months
II	Secretary - Supervisors - 10 Months
IV	Secretary - Elementary Principals - 10 Months
V	Assistant Data Processing Clerk - 12 Months
V	Audio Visual Aide - 12 Months
V	Clerk Stenographer - 12 Months
V	Clerk Typist/Stenographer - High School - 12 Months
V	Clerk Typist - 12 Months
V	Community School Data Entry Clerk - 12 months ($\frac{3}{4}$ time)
VI	Secretary - Athletic Director - 12 Months
VI	Secretary - Guidance Director - 12 Months
VI	Secretary - Director, Spec. Ed. - 12 Months
VIII	Secretary - Middle School Vice Principal - 12 Months
IX	Community School Secretary - 12 Months ($\frac{11}{12}$ time)
IX	Department Head Secretary - 12 Months
IX	Secretary - District Wide Department Head - 12 Months
IX	Secretary - High School Vice Principal - 12 Months
IX	Secretary - Middle School Principal - 12 Months
XII	Secretary/Office Manager - High School - 12 Months
XII	Student Data Coordinator - 12 Months
XIII	Bookkeeper - 12 Months
XIII	Payroll Clerk - 12 Months
XV	Data Processor - 12 Months
XVI	Offset Press Operator - 12 Months
A	Clerk Aides - 10 Months
A	Media Aides - 10 Months

APPENDIX B
LIMITED SENIORITY CATEGORY/LIST

<u>Category</u>	<u>Date Appt. In Current Category</u>	<u>Name</u>	<u>Grade</u>	<u>Mo.</u>	<u>Title</u>
A			XVI	12	Offset Press Operator
B	1/2/02	Greco,Robert	XV	12	Data Processor
C	8/11/03	Illenye, Winifred	XIII	12	Payroll Clerk
D	3/1/85	Paris, Joan	XIII	12	Bookkeeper
	8/1/90	Cartwright, Alixe	XIII	12	Bookkeeper
	10/10/88	Henderson, Susan	XIII	12	Bookkeeper
	1/18/99	Grauso, Susan	XIII	12	Bookkeeper
E	9/1/95	Cherdack, Jean	XII	12	Secy/Office Mgr.
	10/1/99	St. Onge, Karen	XII	12	Student Data Coordinator
F	2/4/82	DePalma,Connie	IX	12	Secy/Principal M.S.
	7/1/82	Cooper, June	IX	11	Secy./Com Sch
	2/1/85	VanKruiningen, Genevieve	IX	12	Secy/VP/Dept HeadGuidance
	9/1/86	Durfos, Joyce	IX	12	Secy/Principal M.S.
	11/1/86	Knudsen, Diane	IX	12	Secy/HS VP
	07/1/00	Brady, Joyce	VI	12	Secy/Director, S.E.
	7/1/01	Knox, Catherine	VI	12	Secy/Guidance
	7/1/01	Cardillo, Pam	VI	12	Secy/Main Off./Guidance
	9/1/94	Ruffilo, Beth	VI	12	Secy/Athletic Director
	7/1/95	Pepitone, Patricia	IX	12	Secy/Sup. Bldgs&Grnds.
	7/1/97	Rosenblum, Debra	VI	12	Secy/Supervisors

APPENDIX B (continued)
LIMITED SENIORITY CATEGORY/LIST

<u>Category</u>	<u>Date Appt.</u>	<u>Name</u>	<u>Grade</u>	<u>Mo.</u>	<u>Title</u>	
G	3/16/79	Reinhardt, Marjorie	V	12	Clerk/Typist	
	11/1/81	Manica, Anna	V	12	Clerk/Typist	
	1/6/82	Farrelli, Linda	V	12	Clerk/Typist	
	1/9/84	Koza, Joan	V	12	Clerk/Typist	
	1/2/90	Freitag, Susan	V	12	Clerk Typist	
				9/15/97	Carti, Geraldine	V 12
		Clerk/Typist				
		10/1/98	Sochaski, Betty	V	12	Clerk/Typist
	7/1/02	Cosgrove, Joan	V	12	Clerk/Typist	
H	10/1/85	Siancas, Dorothy (¾ time)	V	12	C.S. Data Entry Clk	
I	9/1/83	LaRosa, Judy	I	10	Clerk/Typ./CST	
	1/2/85	Kubasta, Linda	I	10	Clerk/Typ./Spec.Ed.	
	9/1/88	Eder, Maria	IV	10	Secy/Elem Prin.	
	9/1/88	Holt, Jan	IV	10	Secy/Elem.Prin.	
	9/1/88	Janish, Lauren	IV	10	Secy/Elem.Prin.	
	9/1/89	Gish, Rita	IV	10	Secy/Elem.Prin.	
	9/1/89	Psaltis, Miz	IV	10	Secy/Elem.Prin.	
	9/1/98	Kafer, Lisa	I	10	Clerk/Typist/Guidance	

APPENDIX B (continued)
LIMITED SENIORITY CATEGORY/LIST

<u>Category</u>	<u>Date Appt.</u>	<u>Name</u>	<u>Grade</u>	<u>Mo.</u>	<u>Title</u>
I (cont'd.)	9/10/90	Conrad, Sharon	I	10	Clerk Typ./Spec. Ed.
	11/1/90	VonBernewitz, Ann	I	10	Clerk Typ./Guidance
	9/1/93	Nazzaretto, Diane	IV	10	Secy/Elem.Prin.
	1/2/02	Schofield, Catherine	II	10	Secy/Supervisors
J	11/16/85	Vigna, RoseAnn	I	10	Technology/Media
K	10/2/89	Antonucci, Ellen	I	10	C.S. Bookkeeper
L	8/31/71	Murphy, Cecelia	A	10	Clerk Aide
	9/17/90	Gons, Peggy	A	10	Clerk Aide
	10/1/92	Rickett, Andrea	A	10	Clerk Aide
	9/1/93	Brozek, Ruth	A	10	Clerk Aide
	9/1/95	Karabinos, Jovene	A	10	Clerk Aide
	9/1/95	Rhodes, Joyce	A	10	Clerk Aide
	9/10/96	Sharlow, Ellen	A	10	Clerk Aide
	3/1/01	Agnew, Maryann	A	10	Clerk Aide
	9/1/01	Carenza, Penny	A	10	Clerk Aide
	5/1/03	Guglielmelli, Ann	A	10	Clerk Aide
	9/15/03	Stapelton, Judy	A	10	Clerk Aide
	11/1/03	Baldacci, Barbara	A	10	Clerk Aide

APPENDIX B (continued)
LIMITED SENIORITY CATEGORY/LIST

<u>Category</u>	<u>Date Appt</u>	<u>Name</u>	<u>Grade</u>	<u>Mo.</u>	<u>Title</u>
M	9/1/88	DeRubeis, Judith	A	10	Media Aide
	9/1/93	Ames, Linda	A	10	Media Aide
	12/22/94	Muller, Susan	A	10	Media Aide
	9/6/95	Ringressy, Susan	A	10	Media Aide
	3/1/99	Naik, Usha	A	10	Media Aide
	9/5/01	Glowacki, Jadwiga	A	10	Media Aide
	1/2/02	Logan, Cassandra	A	10	Media Aide
	9/1/03	Klion, Ellen	A	10	Media Aide
	10/17/03	Casazza, Marie	A	10	Media Aide

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A G R E E M E N T

Between

the Fair Lawn Board of Education

and

the Fair Lawn Association of Educational Secretaries

July 1, 2003 - June 30, 2006
