

**MONTVALE PUBLIC SCHOOLS
MONTVALE, NJ**

AGREEMENT

between the

MONTVALE SECRETARIAL ASSOCIATION

and the

BOARD OF EDUCATION

OF THE BOROUGH OF MONTVALE

COUNTY OF BERGEN, NEW JERSEY

2004 - 2007

TABLE OF CONTENTS

ARTICLE I	RECOGNITION -----	Page 1
ARTICLE II	NEGOTIATION PROCEDURE -----	Page 2
ARTICLE III	GRIEVANCE PROCEDURE -----	Page 3
ARTICLE IV	BOARD RIGHTS -----	Page 6
ARTICLE V	SECRETARIES' RIGHTS -----	Page 6
ARTICLE VI	OFFICE EMPLOYMENT CALENDAR -----	Page 7
ARTICLE VII	VACATION -----	Page 8
ARTICLE VIII	WORK HOURS -----	Page 9
ARTICLE IX	SALARIES -----	Page 10
ARTICLE X	SICK LEAVE -----	Page 11
ARTICLE XI	TEMPORARY LEAVE OF ABSENCE -----	Page 13
ARTICLE XII	EXTENDED LEAVES OF ABSENCE -----	Page 14
ARTICLE XIII	WORKSHOPS/COURSES -----	Page 15
ARTICLE XIV	INSURANCE PROTECTION -----	Page 16
ARTICLE XV	REPRESENTATION FEE -----	Page 18
ARTICLE XVI	MISCELLANEOUS PROVISIONS -----	Page 19
ARTICLE XVII	DURATION OF AGREEMENT -----	Page 20
	SALARY GUIDES -----	APPENDIX A
	LIBRARY/TEACHER AIDES -----	APPENDIX B

PREAMBLE

This Agreement is entered into this first day of July 2004 by and between the Board of Education of the Borough of Montvale, County of Bergen, New Jersey hereafter called the "Board" and the Montvale Secretarial Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, both parties have a mutual obligation to negotiate with each other, pursuant to N.J. Employer/Employee Relations Act, with respect to the terms and conditions of employment, and

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

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

ARTICLE I**RECOGNITION**

The Board hereby recognizes the Association as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment on behalf of secretaries, clerks, and library/teacher aides in accordance with salary classifications, whether full or part-time; and excluding substitutes.

Unless otherwise indicated, the term “secretaries”, when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the above defined negotiating unit.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations for a successor Agreement in accordance with New Jersey Employer/Employee Relations Act, in a good faith effort to reach agreement on matters concerning the terms and conditions of employment. Such bargaining for the Successor Agreement shall begin 120 days prior to the date for voter approval of the school budget unless public law mandates a different schedule. The parties will attempt to initiate collective negotiations no later than November 15 for a successor Agreement.

Any Agreement so negotiated will be reduced to writing and submitted for ratification by both parties. If approved, it shall be signed by the Board and the Association.

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals.

- B. The parties mutually pledge that their representatives shall have all the necessary power and authority to make proposals, consider proposals and make counterproposals during negotiations subject to ratification by the Association and approval by the Board.
- C. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, and submitted to the Board and Association for ratification. If approved, it shall be signed by the authorized representatives of the Board and the Association.
- D. Except as this Agreement shall hereinafter otherwise provide all terms and conditions of employment applicable on the effective date of the Agreement to employees covered by this Agreement, as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, nor otherwise detract from any benefit existing prior to its effective date.
- E. This Agreement shall not be modified in whole or in part by the parties except by a written instrument duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A “grievance” shall mean a claim by a secretary(ies) or the Association that there has been an alleged violation, misinterpretation or inequitable application of board policies applicable to the MSA, the Agreement, or administrative decisions affecting terms and conditions of employment. The term “grievance” and the procedure thereto shall not be deemed applicable in matters where the Board does not have the authority to act or in matters where a method of review is prescribed by law or regulation of the State Board of Education.

A grievance, to be considered under this procedure, must be initiated by the secretary within thirty (30) calendar days of the time of its occurrence.

This procedure shall not be applicable in the failure or refusal of the Board to renew the contract of a non-tenured secretary.

B. Purpose

The purpose of this procedure is to secure a resolution to the grievance at the lowest possible level. Both parties agree that these proceedings shall be kept confidential.

C. Procedure

It is understood that the Secretary shall continue to observe all assignments, rules and regulations until such grievance shall be fully determined. It is important that grievances be processed as rapidly as possible. The days at each level should be considered as maximum and both parties should make every effort to expedite the process.

Failure at any step within the procedure to communicate the decision within the time limits shall permit the aggrieved to proceed to the next step.

Failure at any step of the grievance procedure to appeal to the next step within the time limits shall be deemed to be acceptance of the decision rendered at that step. However, an extension of time limits shall be granted by mutual written consent of both parties.

Procedure shall be strictly adhered to. Failure to follow procedure shall be deemed sufficient reason to deny a grievance and no arbitrator may consider a grievance on substantive grounds when procedure has not been followed.

Any grievance shall be filed on the standard district grievance form.

ARTICLE III - GRIEVANCE PROCEDURE (Continued)**Level I**

Any secretary who has a grievance shall within twenty (20) calendar days discuss it first with the employee's principal or immediate supervisor in an attempt to resolve the matter informally at this level. If the discussion does not result in a solution of the grievance, the secretary shall sign the standard grievance form.

Level II

- a. If the grievance is not resolved at Level I to the satisfaction of the secretary within the maximum period of ten (10) calendar days, the grievance shall be submitted in writing to the employee's principal or immediate supervisor specifying:
 1. The nature of the grievance by identifying the Board policy, the article of the Agreement alleged to be violated or the administrative decision.
 2. Relief sought.
- b. The supervisor shall communicate the decision in writing with the reasons within ten (10) calendar days.

Level III

- a. If the grievance is not resolved to the satisfaction of the secretary at Level II, the secretary may appeal the supervisor's decision to the Superintendent of Schools within a maximum of ten (10) calendar days. This appeal must be in writing, must recite the original grievance and the secretary's reasons for dissatisfaction with the decision rendered.
- b. The Superintendent shall attempt to resolve this matter as quickly as possible within a period not to exceed ten (10) calendar days. If the matter cannot be resolved, the Superintendent, within this same period of time, shall communicate his/her decision in writing with reasons to both secretary and supervisor.

Level IV

- a. If the grievance is not resolved to the satisfaction of the secretary at Level III, the secretary may request a review by the Board of Education within a maximum period of ten (10) calendar days after receiving the Superintendent's decision..
- b. The Board, or a quorum thereof, shall review this grievance and at the request of the grievant or the request of the Board hold a hearing with the secretary within thirty (30) calendar days of receipt of the grievance by the Board. The Board shall not be required to render a written decision in less than fifteen (15) calendar days following the hearing.

ARTICLE III - GRIEVANCE PROCEDURE (Continued)

Level IV (cont.)

- c. No claim by a secretary shall constitute a grievable matter beyond Level IV unless it pertains to the violation, misinterpretation, or misapplication of the terms of this Agreement.

Level V

If a secretary is dissatisfied with the Level IV decision of the Board of Education, the Association may request the appointment of an arbitrator except as noted in the grievance definition and Scope of Arbitrability.

- a. The request will be made to the New Jersey Public Employment Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question. Both parties shall then be bound by the rules of the New Jersey Public Employment Relations Commission. Said request shall be made within twenty (20) calendar days of receipt of the Board's response or the expiration of the Board's thirty (30) calendar days.
- b. The arbitrator shall limit himself/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be binding. Only the Board and aggrieved and the employee's representatives shall be given copies of the arbitrator's award.
- c. Costs
 - 1. Each party will bear its own costs.
 - 2. The fees and expenses of the arbitrator are the only costs which will be shared by the two parties. Such costs will be shared equally.
 - 3. If time is lost by any secretary due to proceedings with the arbitrator (re: hearing(s) necessitating the retention of a substitute) the secretary shall suffer no loss in pay or leave benefits.

SCOPE OF ARBITRABILITY

Binding arbitration under grievances shall not include:

- 1. Board Policy and administrative decisions.
- 2. Any action dealing with the tenure rights of a secretary.

In the above instances, the proceedings shall be under the provisions of Title 18A and any proceedings with reference thereto shall be before the Commissioner of Education and no arbitrator shall have any authority to act in such matters.

The above clause shall not be deemed to be a waiver of secretaries' Constitutional protections.

ARTICLE IV

BOARD RIGHTS

- A. The Board retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws of the Constitution of the State of New Jersey and the United States, by the decisions of the courts of the United States and of the State of New Jersey, subject to the terms of this Agreement.
- B. It is understood by all parties that the Board of Education is forbidden to waive any rights or powers granted it by law.

ARTICLE V

SECRETARIES' RIGHTS

The Board agrees that it will not deprive or coerce any secretary in the exercise of any rights granted to them under Chapter 303, Public Law of 1968 as amended by Chapter 123 Public Laws of 1974, or any other laws of the State of New Jersey or by virtue of any rulings or regulations of the State Board of Education or any rights granted to them under the Constitution of the State of New Jersey or under the Constitution of the United States.

ARTICLE VI

OFFICE EMPLOYMENT CALENDAR

A. Holidays

All Montvale Secretarial Association members shall work the Board approved calendar. The Association may submit an office employment calendar to the Superintendent of Schools for consideration before the administration proposes a calendar for Board action.

All Montvale Secretarial Association members shall be granted nine (9) legal holidays as follows:

Independence Day	Presidents' Day
Labor Day	Memorial Day
Thanksgiving Day	Veterans' Day
Christmas Day	Columbus Day
New Year's Day	

(If school is in session on any of the above, an "in lieu of" day would be scheduled.)

In addition, the following paid holidays would be granted:

Christmas Eve	NJEA Convention - 2 days
New Year's Eve	Good Friday
Day after Thanksgiving	

In years when school is closed, the following religious holidays would be granted:

Passover
Yom Kippur
Rosh Hashanah - 2 days

If in any school year, teachers or students are in attendance on any of the above days, MSA staff will also be in attendance. In addition, members shall receive three (3) floating holidays. "In lieu of" days and floating holidays (3) to be taken on non-school days mutually agreed to prior to adoption of calendar.

B. Snow Days

All members of the Montvale Secretarial Association shall make every effort to report to work unless called and told not to report by the Superintendent or his/her designate. However, secretaries shall not be required to report to work earlier than one (1) hour after their normal starting time if school should be closed.

C. Emergencies

Absence due to weather conditions so extreme that a secretary is unable to get to school shall be referred with recommendations by the Superintendent to the Board of Education for decision. However, the secretary shall make every effort to report to school as improved conditions will permit.

ARTICLE VII

VACATIONS

A. Vacation Entitlement – Full time – 12 month positions

1. Secretaries in Classification I, II, and III employed* prior to June 30, 1997 are entitled to twenty (20) working days vacation with pay at a time agreed upon with the immediate supervisor and approved by the Superintendent of Schools.
2. Secretaries in Classification I, II, and III hired July 1, 1997 or later and employed* for twelve (12) months in any fiscal year are entitled to:
 - Ten (10) working days after being employed a full school year commencing with July 1st
 - Fifteen working days (15) after being employed five (5) years
3. Secretaries employed* for less than twelve (12) months in any fiscal year, will have two (2) week vacation entitlement pro-rated.
4. It is understood that vacation entitlement does not accrue during unpaid leaves of absence.
5. Effective June 30, 2005, a maximum of five (5) unused vacation days may be carried over into the next year with the written permission of the Superintendent of Schools.

B. Vacation Scheduling

The Superintendent of Schools will distribute a “Request for Vacation Schedule” to the secretaries by May 1, to be returned by May 31. Requests will be reviewed and approved by June 15.

See ARTICLE IX - SALARIES A. for information regarding salary check distribution and vacation scheduling procedures.

* For purposes of this article the word “employed” shall be defined as days worked. Entitled sick leave days taken shall be considered as days worked.

ARTICLE VIII

WORK HOURS

A. Regular Working Day

A “regular” working day for full time secretaries consists of seven (7) hours exclusive of one (1) hour lunch period. A “regular” working week is thirty-five (35) hours in length.

Such hours will be in force except as may otherwise, by duly approved Board action, reduce the applicable number of hours in one or more regular working days.

B. Summer Working Day

Secretaries in Classification I and II employed prior to June 30, 1997, shall work six (6) hour days (instead of seven (7) hour days) beginning July 1 and up to but not including the Tuesday following Labor Day, except in years when the teaching staff calendar includes pre-Labor Day work days. At the discretion of the administration, secretaries will be available to work a maximum of five (5) seven (7) hour work days during this time period.

C. Overtime

1. Advanced approval for overtime must be obtained from the secretary’s immediate supervisor with final approval from the Superintendent of Schools.
2. Overtime in excess of a forty (40) hour work week will be reimbursed at the rate of one and one-half (1 ½) times regular hourly wage.
3. Overtime pay will be paid against a properly completed voucher submitted to the Superintendent of Schools for payment authorization.

D. Notice of Separation

An employee who wishes to leave his/her position must give a twenty (20) working day written notification to the Superintendent of Schools. If written notification is not provided within twenty (20) working days, a penalty for the cost of a substitute shall be imposed, up to the extent of the violation. Earlier employment release is contingent upon replacement of the employee.

ARTICLE IX**SALARIES**

- A. The salaries of all secretaries covered by the Agreement are set forth in Appendix “A” which is made a part hereof. [See Salary Guide, Appendix “B”.] Secretaries employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

Salary checks shall be issued each month on the fifteenth (15th) and the last day of the month to all contractual secretaries except that distribution of payroll checks will be made at the close of the work day of the 30th day of the month in those months which have 31 days.

Salary checks are due on these days and, when such days fall on Saturday or Sunday, will be issued on the preceding Friday. When such days fall during a vacation period, checks will be issued the last day of work prior to the vacation period.

- B. Tenured secretaries shall receive an annual “Notice of Salary”. Contracts for non-tenured members shall include notification of salary.
- C. If no Agreement is reached by the end of this contract, no salary adjustment will be made until a new Agreement is reached, said salaries will be retroactive to July 1.

ARTICLE X

SICK LEAVE

A. Illness

1. As of the first day of the work year (July 1), all secretaries employed twelve (12) months are entitled to twelve (12) personal sick leave days whether or not they report for duty on that date. Unused sick leave days will be credited for additional days beyond the regular twelve (12) days for any one year. Leave for personal illness is defined as absence due to the physical inability of the secretary to carry out the employee's normally assigned duties. The interpretation as to whether or not the secretary is ill enough to be absent may be questioned at any time by the Superintendent, building principal or immediate supervisor. A doctor's certificate may be requested by the Superintendent at any time, if in his/her judgment, one is needed to properly document sick leave.
2. A statement listing the total amount of cumulative unused sick leave credited is to be submitted to the secretary at the beginning of the next school year by the office of the Superintendent of Schools.
3. Should special circumstances require additional days beyond the annual or accumulated annual sick leave, the Superintendent shall refer the request to the Board of Education for action.
4. If member retires prior to June 30, the twelve (12) days sick leave are pro-rated for payment of unused sick leave.

ARTICLE X (continud)**B. Payment for Unused Sick Leave**

1. Eligibility – Secretaries, clerks, and library/teacher aides who have been continually employed for a minimum of 10 years in the district, have 75 days of accumulated sick leave, and have met the criteria to receive immediate benefits from the Public Employees Retirement System, shall be eligible to participate in the payment plan.
2. Required Notice – To be eligible for a January 1 retirement, a certified letter of resignation must be submitted or hand delivered (must be signed for by representative in Superintendent’s Office) no later than 90 days prior to January 1. For a July 1 retirement, a certified letter of resignation must be submitted or hand delivered (must be signed for by representative in Superintendent’s Office) no later than February 15 each year of this agreement.
3. Payment – Accumulated sick leave up to a maximum of 125 days shall be compensated on the following schedule:
\$65 a day for 2004-2007

The amount paid shall be subject to any deductions required by law. Payment shall be made with the July 15 paycheck of the fiscal year following retirement. The employee may elect to receive this payment in January of the year following retirement.

4. Survivor Benefit – If the employee has fulfilled the eligibility requirement, including required notice, and said employee dies, the benefit will be paid to the employee’s estate in accordance with provisions of this article.

ARTICLE XI

TEMPORARY LEAVE OF ABSENCE

The secretarial staff will be entitled to the following non-accumulative leaves of absence with full pay:

1. Religious Holidays - As listed by the Montvale Schools Calendar in force.
2. Bereavement - All absences are to be within the seven (7) calendar days immediately following the day of death.
 - a. In the “immediate” family, five (5) days. Definition of “immediate” family will mean parent, parent-in-law, spouse, children, brother or sister.
 - b. Three (3) days for grandparent, son-in-law, daughter-in-law, brother-in-law, sister-in-law, aunt or uncle.

3. Personal Business Days - Two (2) Days

- a. The written request for a personal business day must be submitted to the immediate supervisor for concurrence one calendar week prior to the day that is requested. The request is to be submitted immediately to the Superintendent of Schools or his/her designate for disposition. Requests for personal days in the months of May and June must include a reason for the need to be absent and be approved by the Superintendent.

If in the event of an emergency a personal day is requested less than one calendar week prior to such day, a reason must be given, and the request is subject to the Superintendent’s approval.

- b. Personal business days may not be granted on work days immediately preceding or following scheduled holidays. However, the Superintendent may approve the use of a personal business day entitlement immediately preceding or following a school holiday for documented reasons. The decision of the Superintendent will be final and shall not be subject to the grievance procedure. Personal days also may not be granted at a time when the secretary’s absence may seriously hinder the overall operation of the school; e.g., opening day, closing day, examination days, evaluation days, etc.

4. Illness In The Family

Three (3) days absence will be granted with pay for absence because of illness in family, specifically, parent, parent-in-law, spouse, children, brother, sister, or grandparent, which the attending physician considers sufficiently serious to require the staff member’s presence at the bedside. A doctor’s certificate may be requested by the Superintendent if, in his/her opinion, one is needed to document said leave.

5. Any request for temporary leave of absence not covered by the foregoing shall be applied for in writing and reviewed by the Superintendent and the Board of Education for decision.

ARTICLE XII

EXTENDED LEAVES OF ABSENCE

A. Military Leave

Military leave without pay will be granted to any secretary who is inducted or enlists in any branch of the armed forces of the United States for the period of said induction or initial enlistment. The period of armed forces service will not count towards tenure; however, service in the school system preceding induction or initial enlistment will be credited toward the secretary's status upon the secretary's return to the system.

B. Critical Illness

A leave of absence without pay for up to one (1) year will be granted for the purpose of caring for a critically ill member of the secretary's immediate family. Immediate family shall mean parent, spouse, children, brother, or sister residing with the staff member.

C. Child Rearing and Adoption

Child rearing leave shall be granted in accordance with applicable statutes, rules, regulations and case law.

D. Benefits

All benefits to which a secretary was entitled at the time the secretary's extended (beyond 6 months) leave of absence commenced, including unused accumulated sick leave, shall be restored subject to current contract provision changes. The secretary may be reassigned to the same position held at the time said leave commenced, or to a substantially equivalent position.

E. Extensions and Renewals

All extensions or renewals of leaves shall be applied for in writing to the Board of Education and a written response shall be given by the Board to the secretary.

F. Notification To Board

Persons granted leaves under provision of this Article shall be required to notify the Board no later than three (3) months prior to termination of said leaves of their intention to renew employment.

ARTICLE XIII

WORKSHOPS/COURSES

Members of the secretarial staff who participate in workshops/courses at the request of and upon the approval of the Superintendent or Board Secretary/School Business Administrator, shall be fully reimbursed toward the cost of tuition. Mileage expenses shall be reimbursed at the Board of Education rate currently in effect.

For new employees, the Board will allow for credits which have been earned in the past three (3) years at an institution authorized by the New Jersey Association of Educational Secretaries as part of its Professional Development Program to offer such courses.

Credit earned in the New Jersey Association of Educational Secretaries Professional Development Program will be recognized for salary differential according to the following schedule and shall be included in the base salary:

Tuition payments are authorized up to a maximum of \$600 per person not to exceed a total of \$1800 for the unit in any calendar year for undergraduate courses at an accredited college. For approval all courses must apply to the current job responsibility and be pre-approved by the Superintendent of Schools

1. 6 credits	\$ 450
2. 12 credits	\$ 650
3. 24 credits	\$1000

Satisfactory completion of approved courses of secretaries will be verified by the Superintendent of Schools. Official grade report or transcripts will be used for this purpose.

In order to advance in Professional Development level effective September 1, appropriate certification must be provided to show completion of the course occurred prior to September 1.

Any approved course completed after September 1, or upon completion of the fall semester which would cause salary differential payment, such salary differential payment shall be effective February 1, and retroactive to February 1, if applicable.

ARTICLE XIV

INSURANCE PROTECTION

The Board of Education will pay the full premium for each secretary and, in cases where appropriate, for family-plan coverage. In the event the Board of Education changes insurance company(ies) the Board will consult with the MSA and will assure the Association there will be no loss in protection of benefits.

1. For each secretary who remains in the employ of the Board of Education for the full school year, the Board will make payment of insurance premium in order to ensure uninterrupted coverage commencing September first (1st) and ending August thirty-first (31st).
2. The Board will provide the following:

STATE HEALTH BENEFITS PLAN
(Horizon Blue Cross/Blue Shield)

DELTA DENTAL PLAN

A. The Board of Education will pay the premiums in effect July 1, 2001 for secretaries and aides inclusive of dependents for State Health Benefits Plan or equal medical insurance. Any increase in health benefits cost during the contract year(s) will be paid by the Board through June 30 of the contract period; however any payment above the rate in effect on July 1, 2001 will be subject to negotiation in the successor Agreement.

B.1. Employees hired July 1, 1999 or later:

The Board of Education will pay 80% of the premium in effect July 1, 2001 for secretaries and aides for single coverage for Dental Plan of NJ or equal dental insurance and the employee will pay 20% of single coverage premiums. The employee may purchase dependent coverage and reimburse the Board through payroll deductions. Any increase in dental benefits cost during the contract year(s) will be paid by the Board and employee 80%/20% respectively, through June 30 of the contract period; however, any payment by the Board above the rate in effect on July 1, 2001 will be subject to negotiations in the successor Agreement.

B.2. Employees hired prior to July 1, 1999:

The Board of Education will pay the premiums in effect July 1, 2001 for secretaries, aides, and dependents for Dental Plan of NJ or equal dental insurance. Any increase in dental benefits cost during the contract year(s) will be paid by the Board through June 30 of the contract period; however, any payment above the rate in effect on July 1, 2001 will be subject to negotiations in the successor Agreement.

ARTICLE XIV (continued)**INSURANCE PROTECTION** (continued)

3. The Board of Education will provide a self-insurance vision plan in which each member may be reimbursed on presentation of receipts for eye examination by an ophthalmologist, optometrist, optician or any eye care specialist establishment and/or corrective lenses/frames for up to the first \$250.00 and 50% of the next \$100.00 for the term of this agreement. The Board will authorize payment within 30 days of presentation of receipts. Presentation of said receipts can be made at anytime. However, in cases involving a health related problem, the Board reserves the right to request to have the receipts submitted to the State Health Benefits Plan first and then, if rejected, the Board will reimburse as per provision of this paragraph.
4. Disability Insurance Pool – Up to two hundred twenty-five dollars (\$225.00) will be reimbursed to each participating member enrolled in the disability insurance plan (Washington National Insurance). Any member, who participates for less than 12 months, would have the amount prorated. The total payment by the Board of Education will not exceed \$2000 per year for the bargaining unit for the term of this contract.
5. Any employee working less than twenty-two (22) hours per week is not eligible for insurance benefits.

ARTICLE XV

REPRESENTATION FEE

- A. Purpose of Fee** - If an employee does not become a member of the Association during any membership year (i.e. September 1 to 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 rendered by the Association as majority representative.
- B. Amount of Fee/Notification** - At the onset of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees, and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers/fee-payers will be determined by an impartial arbitrator in accordance with the law.
- C. Deduction and Transmission of Fee**
- 1. Notification** - On or about November 1st of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1st of each year, the Association shall provide the Board with the names of those employees who are required to pay the representation fee.
 - 2. Payroll Deduction Schedule** - The Board will deduct from the salaries of the employees referred to in Section One the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.
 - 3. Mechanics** - Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
 - 4. Changes** - The Association will notify the Board in writing of any changes in the list provided for in Paragraph One above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.
 - 5. New Employees** - On or about the last day of each month beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, Social Security numbers, job titles, dates of employment, and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment or death.
- D. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.**

ARTICLE XVI**MISCELLANEOUS PROVISIONS**

If any provisions of this Agreement or any application of this Agreement to any secretary or group of secretaries 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.

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge of both of the parties at the time they negotiated or executed this Agreement.

All terms and conditions of employment not covered by this Agreement shall continue to be subject to the Board's direction and control and shall not be the subject of negotiations until the commencement of the negotiations for a successor to this Agreement.

ARTICLE XVII**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2004 through June 30, 2007 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. 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 Montvale Board of Education hereto has caused this Agreement to be signed by its President, attested to by its Secretary, and its corporate seal to be placed hereon; and the Montvale Secretarial Association has hereunto set its hand this

_____ 22nd _____ day of _____ November, 2004 _____