

#786

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

FOR THE SCHOOL YEARS
JULY 1, 1996 THROUGH JUNE 30, 1998,
INCLUSIVE

.

PREPARED BY

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REPRESENTING AND ON BEHALF OF
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AND MIDDLE SCHOOL SECRETARIES,
THE PART-TIME CLERK TYPISTS,
AND
THE MAINTENANCE PERSON, ONLY

FOR THE SCHOOL YEARS:

JULY 1, 1996 THROUGH JUNE 30, 1998, INCLUSIVE

WHEREAS, the BOARD OF EDUCATION of the Borough of Old Tappan, New Jersey and the OLD TAPPAN TEACHERS ASSOCIATION, representing and on behalf of the support staff consisting of the school secretaries, the part-time clerk typists and the maintenance person, only, have agreed upon certain proposals and understandings, for the School Years July 1, 1996 through June 30, 1998, inclusive, nunc pro tunc, which both parties desire to ratify and/or confirm by this written Agreement,

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NOW, THEREFORE, WITNESSETH:

THIS AGREEMENT ENTERED into this 14th day of October, 1996, nunc pro tunc, by and between the BOARD OF EDUCATION of the Borough of Old Tappan, Bergen County, New Jersey hereinafter called the BOARD) and the OLD TAPPAN TEACHERS ASSOCIATION, representing and on behalf of the school building secretaries, the part-time clerk typists and the maintenance person, only (hereinafter called the ASSOCIATION).

This document is a two (2) year Agreement, pursuant to Revised Statute 18A:29-4.1 et seq., commencing on July 1, 1996 and ending at midnight on June 30, 1998.

ARTICLE I

RECOGNITION

1. The BOARD hereby recognizes the ASSOCIATION as the exclusive representative to act on behalf of and as the collective negotiating and bargaining agent for the support staff members, that is, the Elementary and Middle School Building Secretaries, the part-time clerk typists and the maintenance person, only, concerning the terms and conditions of their employment.

It is hereby acknowledged by the parties hereto that this bargaining unit does not include the following positions, to wit: the book-keeper/payroll clerk, the secretaries, clerks and the part-time employees employed in the Board Administrator's Office and/or the Secretary and/or clerks employed in the School Superintendent's Office, all of which positions are of a confidential nature.

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ARTICLE II

NEGOTIATING PROCEDURE

1. The BOARD and the ASSOCIATION agree that all negotiations shall be entered into in good faith according to Chapter 303 of the Public Laws of 1968, as amended by Chapter 123 of the Laws of 1974 and as amended by Chapter 269 of the Laws of 1989, effective January 4, 1990, more commonly referred to as the "New Jersey Employer-Employee Relations Act," Revised Statute 34:13A-1 et seq.

2. The Liaison Committee of the ASSOCIATION and the BOARD will arrange and establish a schedule of negotiations for the aforementioned support staff members by such date as is required by law.

3. Negotiations shall commence no later than fifteen (15) days after said schedule has been arranged and established as aforesaid.

4. The ASSOCIATION shall present its proposal on behalf of the support staff, at least two weeks before the first scheduled meeting date set for negotiations, and the BOARD shall reply to the same at least one week before said scheduled meeting date.

5. Any agreement so negotiated, shall be reduced

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to writing and shall be presented to the BOARD and the ASSOCIATION for their respective adoptions.

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ARTICLE III

COMPENSATION

1. The compensation, wages and/or salaries to be paid to all personnel covered by this Agreement, during the School Year 1996-1997, is as set forth below.

2. During the School Year 1996-1997, each full-time individual covered under this Agreement, shall be paid the sum of One Thousand Eight Hundred Seventy-Five (\$1,875.00) Dollars above their 1995-1996 School Year salary as follows:

(a) An Elementary School Secretary (T.B.D.), who is employed full-time by the BOARD for a period of twelve (12) consecutive months during the School Year July 1, 1996 through June 30, 1997, shall be paid the sum of Thirty Thousand Five Hundred Two (\$30,502.00) Dollars, pro-rated as the case may be.

(b) An Elementary School Secretary (T.B.D.), who is employed full-time by the BOARD for a period of ten (10) consecutive months during the School Year July 1, 1996 through June 30, 1997, shall be paid the sum of Twenty-Five Thousand Four Hundred Eighteen (\$25,418.00) Dollars, pro-rated as the case may be.

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(c) A Middle School Secretary (C.D.W.), who is employed full-time by the BOARD for a period of twelve (12) consecutive months during the School Year July 1, 1996 through June 30, 1997, shall be paid the sum of Thirty Thousand Nine Hundred Forty-Five (\$30,945.00) Dollars, prorated as the case may be.

(d) A Maintenance person, who is employed full-time by the BOARD for a period of twelve (12) consecutive months during the School Year July 1, 1996 through June 30, 1997, shall be paid the sum of Thirty-three Thousand Four Hundred Thirty (\$33,430.00) Dollars, pro-rated as the case may be, together with an annual clothing allowance not to exceed the maximum sum of Two Hundred (\$200.00) Dollars.

3. The compensation, wages and/or salaries to be paid to all personnel covered by this Agreement, during the School Year 1997-1998, is as set forth below.

4. During the School Year 1997-1998 each full-time individual, covered under this Agreement, shall be paid the sum of Two Thousand (\$2,000.00) Dollars above their 1996-1997 School Year salary as follows:

(a) An Elementary School Secretary (T.B.D.), who is employed full-time by the BOARD for a period of twelve (12) consecutive months during the School Year July 1, 1997

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through June 30, 1998, shall be paid the sum of Thirty Two Thousand Five Hundred Two (\$ 32,502.00) Dollars, pro-rated as the case may be.

(b) An Elementary School Secretary (T.B.D.), who is employed full-time by the BOARD for a period of ten (10) consecutive months during the School Year July 1, 1997 through June 30, 1998, shall be paid the sum of Twenty-Seven Thousand Eighty-Five (\$27,085.00) Dollars, pro-rated as the case may be.

(c) A Middle School Secretary (C.D.W.), who is employed full-time by the BOARD for a period of twelve (12) consecutive months during the School Year July 1, 1997 through June 30, 1998, shall be paid the sum of Thirty Two Thousand Nine Hundred Forty-Five (\$32,945.00) Dollars, pro-rated as the case may be.

(d) A Maintenance person, who is employed full-time by the BOARD for a period of twelve (12) consecutive months during the School Year July 1, 1997 through June 30, 1998, shall be paid the sum of Thirty-Five Thousand Four Hundred Thirty (\$35,430.00) Dollars, pro-rated as the case may be together with an annual clothing allowance not to exceed the maximum sum of Two Hundred (\$200.00) Dollars.

5. The established base entry level salary for new

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full-time employees covered under this Agreement shall be as follows:

(a) An Elementary School Secretary (T.B.D.), who is employed full-time by the BOARD for a period of twelve (12) consecutive months during the respective School Year shall be paid the sum of Twenty-One Thousand Two Hundred Thirteen (\$ 21,213.00) Dollars, pro-rated as the case may be.

(b) An Elementary School Secretary (T.B.D.), who is employed full-time by the BOARD for a period of ten (10) consecutive months during the respective School Year shall be paid the sum of Seventeen Thousand Six Hundred Sixty-Seven Dollars and Fifty Cents (\$17,667.50), pro-rated as the case may be.

(c) A Middle School Secretary (C.D.W.), who is employed full-time by the BOARD for a period of twelve (12) consecutive months during the respective School Year shall be paid the sum of Twenty-Three Thousand Two Hundred Eleven (\$23,211.00) Dollars, pro-rated as the case may be.

(d) A Maintenance person, who is employed full-time by the BOARD for a period of twelve (12) consecutive months during the respective School Year shall be paid the sum of Thirty Thousand Six Hundred Sixty-Two

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(\$30,662.00) Dollars, pro-rated as the case may be together with an annual clothing allowance not to exceed the maximum sum of Two Hundred (\$200.00) Dollars.

6. The established hourly rate of pay for a substitute school secretary for the School Year 1996-1997 shall be the sum of Eleven Dollars and Seventy-Five Cents (\$11.75).

7. The established hourly rate of pay for a substitute school secretary for the School Year 1997-1998 shall be the sum of Twelve Dollars and Fifty Cents (12.50)).

8. The established hourly rate of pay for a part-time clerk typist and/or a part-time library clerk typist for the School Year 1996-1997 shall be the sum of Ten Dollars and Seventy Cents (\$10.70).

9. The established hourly rate of pay for a part-time clerk typist and/or a part-time library clerk typist for the School Year 1997-1998 shall be the sum of Eleven Dollars and Thirty-Five Cents (\$11.35).

ARTICLE IV

TEMPORARY ABSENCE

1. Each full-time member of the support staff covered hereunder shall be entitled to an absence for bereavement of five (5) working days in connection with the death of a member of the aforementioned staff's immediate family, and one (1) day would be allowed for all other relatives.

The BOARD and the ASSOCIATION agree that a certain amount of time is required for bereavement, however, both the BOARD and the ASSOCIATION also agree and acknowledge that the bereavement leave is not intended to be abused.

2. The immediate family includes the following:
Mother, Mother-in-law, Father, Father-in-law, Husband, Wife, Sister, Brother, Son, Daughter, Grandmother, Grandfather.

3. The Superintendent of Schools, within her sole discretion, may grant additional personal days without penalty, and a denial of which, shall be subject to review, by written application to the BOARD of Education within ninety (90) days of such denial. A denial by the BOARD of Education, however, is not subject to review.

4. Each full-time support staff member covered under this Agreement shall be entitled to thirteen (13) days absence

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for sickness only, ten (10) days of which shall be cumulative.

Included in the thirteen (13) days aforementioned are the ten (10) days provided by the Revised Statute 18A:30-1.

Each person covered by this paragraph shall first use the three (3) non-cumulative days to which each is entitled each year as provided herein (e.g., the first three (3) days of sick leave will not be charged against the ten (10) cumulative days).

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ARTICLE V

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

1. Upon retirement from the Old Tappan Board of Education and the New Jersey Public Employment Retirement System, each full-time support staff member who has been employed continuously by the BOARD for a period of at least fifteen (15) years, and has attained the age of at least fifty-five (55) years, shall be paid for accrued sick leave as provided for in this Article.

2. As a condition precedent to any entitlement for consideration and/or payment hereunder, the eligible full-time support staff member as defined in this Article, shall:

(a) Notify the BOARD in writing, by a letter addressed to the BOARD by registered mail, return receipt requested, to be received by the BOARD no later than January 1, of the year in which retirement is to become effective, indicating that retirement shall be irrevocably effective in the same calendar year.

(b) Have, at the time of the notification, accrued sick days of a minimum of fifty (50) days, approved by the BOARD, in order to be eligible for payment as provided for

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in this Article.

3. The payments made to full-time support staff members eligible under this Article, shall be as follows:

(a) Each full-time eligible support staff member shall have a minimum of at least fifty (50) accrued and approved sick leave days in order to be eligible and for which the said full-time eligible support staff member shall be paid for up to a maximum of one hundred (100) days, the sum of \$10.00 per day for a maximum total payment of \$1,000.00.

4. It is the clear intent of this Article that the maximum payment shall, in any event, be \$1,000.00 for each individual full-time support staff member.

5. Notification of retirement received before January 1, shall entitle eligible participants to payment on or before July 1 of the same calendar year.

6. Notification of retirement received after January 1, shall entitle eligible participants to payment on or before July 1 of the following calendar year.

ARTICLE VI

INSURANCE

1. The BOARD shall provide and maintain full health insurance coverage for each full-time eligible employee equal to or better than that provided by CIGNA, its successors and/or assigns.

The effective date of said coverage for new employees shall be sixty (60) days after the commencement of employment with the BOARD, or such earlier date as may be arranged by the BOARD with the CIGNA, its successors and/or assigns at standard premium rates.

2. The BOARD shall provide and pay for one hundred (100%) per cent of the applicable increased costs of the premiums toward the purchase of a family plan coverage for full-time employees covered in this agreement with the same carrier who provides the coverage for the employees in the preceding paragraph provided, however, that no employees shall be entitled to receive the benefit of any insurance and/or payment by the BOARD for its health insurance premiums as it relates to family coverage if the said employee is within the coverage of any similar plan held by some other individual and that employee can voluntarily withdraw his or her inclusion from

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such plan.

3. (a) No health insurance coverage as mentioned herein, shall be provided and/or maintained by the BOARD for part-time employees whose employment contract and/or engagement, if tenured, for each applicable year, indicates that they are employed for a total of less than twenty-eight (28) regular hours per week as stated in said employment contract.

(b) For all part-time support staff members covered hereunder, that is, those part-time support staff members who are employed by the BOARD for at least twenty-eight (28) or more hours per week, on or after July 1, 1996, the BOARD shall only pay that amount of the health insurance coverage premium which is equal to that portion of the time that said support staff member is actually working each week.

(c) The aforementioned percentage of health insurance coverage premium shall be determined by making the numerator the total weekly contract hours, as set forth in the support staff member's employment contract, over the denominator, which shall be the total weekly hours worked by a full-time support staff member employed by the BOARD and covered under this Agreement.

4. The BOARD agrees, when requested in writing by a full-time support staff member, (the full-time support staff

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members covered hereby do, by this Agreement, grant and/or give the BOARD the right and/or power to make any payroll deductions that may be necessary in order to carry out the terms of this Agreement), to make deductions from the said full-time support staff member's pay, the cost of any other forms of insurance arranged by the full-time support staff members, such as family coverage for a dental plan, tax sheltered annuity, income protection plan, etc., provided that such action by the BOARD shall not be construed as an indication by the BOARD that such insurance coverage is a negotiable item under this or any other agreement with the ASSOCIATION.

The BOARD agrees to arrange for the administration of any of said plans, if such plans are available to the group and, further, provided that such administration shall not be at the BOARD'S expense.

5. For the school year covered herein, the BOARD agrees to pay for the individual full-time support staff member's cost of an individual coverage dental plan, with the CIGNA Dental Program, its successors and/or assigns.

The BOARD'S contribution, during the term of this contract, shall be only the cost of said coverage for the

applicable school year and, in no event, shall the BOARD pay and/or be responsible for any increases in the cost of said insurance coverage beyond the cost of individual dental coverage as of July 1, 1997 and/or as hereinafter set forth.

Any additional sums that may be necessary to fund the annual plan premiums in excess of the BOARD'S contribution aforementioned shall be paid by the eligible full-time support staff members covered therein and/or thereby, as more particularly stated above.

Administration, that is, the billing and/or the processing of the payment for the dental plan for individual employees covered hereunder shall be arranged at the BOARD'S expense, but all claims under the dental plan shall be submitted on a direct basis between the individual employee and the dental carrier.

ARTICLE VII

MISCELLANEOUS PROVISIONS

1. Notwithstanding the fact that the support staff members covered under this agreement are represented by the OLD TAPPAN TEACHERS' ASSOCIATION, it is understood and agreed by each of the support staff members that they must retain as confidential all matters concerning school administration, and that they further agree not to divulge such matters to anyone including, but not limited to, the professional staff members.

It is expected that the support staff members covered hereunder will respect any areas of confidentiality about which they have been either instructed to honor by the School Administrators or which have been considered, in the past, to be confidential and/or which have been brought to the attention of the support staff members.

2. All BOARD policies and procedures heretofore adopted and in existence at the date hereof are hereby ratified and confirmed and incorporated herein by reference as though set forth herein at length.

3. The BOARD agrees to provide designated representatives in each building with a copy of all applicable policy

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within ten (10) days after the adoption by the BOARD.

4. The duration of this Contract shall be for the period from July 1, 1996 through June 30, 1998, nunc pro tunc, inclusive as aforementioned.

5. The salary arrangement(s), i.e., allocation of money referred to herein, shall cease, become null and void and/or terminate at the end of this Contract, and, further, shall not constitute a precedent nor shall the same be the subject matter of future negotiations unless and/or until the same shall be agreed upon in writing by the BOARD and the ASSOCIATION.

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ARTICLE VIII

BOARD RIGHTS

1. The BOARD reserves unto itself, sole jurisdiction and/or authority over all matters of policy and retains and reserves unto itself, without limitations, all the powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States, by the decision of the Courts of the United States and of the State of New Jersey, the Commissioner of Education, the State Board of Education of the State of New Jersey and by the Rules and Regulations of the State Board of Education (New Jersey Administrative Code) and the State of New Jersey, subject to the terms herein.

2. The willingness of the BOARD to discuss matters which are within the sole prerogative of the BOARD, shall not be deemed to constitute a waiver or relinquishment of any such prerogative.

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ARTICLE IX

SUPPORT STAFF MEMBERS' RIGHTS

1. All support staff members shall enjoy all of the rights granted under and by virtue of the provisions of Chapter 303 of the Laws of 1968, as amended by Chapter 123 of the Laws of 1974, and as amended by Chapter 269 of the Laws of 1989 (effective January 4, 1990) and more commonly known as the New Jersey Employer-Employee Relations Act, Revised Statute 34:13A-1 et seq., and as subsequently amended or under any laws of the State of New Jersey, the United States and the Constitutions of the United States and of the State of New Jersey.

No support staff member shall be discriminated against, coerced or reprimanded by virtue of their exercise of such rights, except by applicable law and the terms of this Agreement.

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

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

ATTEST:

Gary J. Grembowiec
GARY J. GREMBOWIEC
Secretary

By L. L. Dubow
LORI L. DUBOW
President

OLD TAPPAN TEACHERS
ASSOCIATION ON BEHALF OF
THE SUPPORT STAFF MEMBERS

ATTEST:

Linda Rice
LINDA RICE
Secretary

By Russell E. Martone
RUSSELL E. MARTONE
President

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Handwritten initials/signature

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