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COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE BOARD of EDUCATION
RIVERSIDE TOWNSHIP
BURLINGTON COUNTY, NEW JERSEY

AND

THE SECRETARIES AND CLERK/TYPISTS
OF
THE RIVERSIDE EDUCATION ASSOCIATION

JULY 1, 1991 - JUNE 30, 1992

CONTENTS OF AGREEMENT
FOR
SECRETARIES AND CLERK/TYPISTS

PREAMBLE

This Agreement entered into July 1, 1991, between the Board of Education of Riverside Township, Burlington County, New Jersey, hereinafter called the "Board" and the Riverside Education Association, hereinafter called the "Association".

Article I
RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for all secretaries and clerk-typists, but excluding confidential secretaries. The Board will notify the Association of its intent to appoint a confidential secretary.

B. Job Descriptions for recognized positions shown above are set forth in total and made a part of the Agreement by reference.

C. Unless otherwise indicated, the personnel included in this unit described above shall herein be referred to as employees.

Article II
NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employee employment. Negotiations shall begin no later than October 1st of the calendar year preceding the calendar year in which this agreement expires.

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

C. Neither party in any negotiation shall have control over the selection of the negotiating representatives of the other party.

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 shall be required to negotiate with respect to any 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.

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

Article III
GRIEVANCE PROCEDURE

A. Definition

1. A "Grievance" is a claim by an employee or a group of employees based upon the interpretation, application, or violation of the Agreement, policies or administrative decisions and practices affecting a employee or group of employees.

2. A grievance to be considered under this procedure must be initiated by the employee or group of employees within thirty (30) calendar days from the time the action is taken which gives rise to the claim.

3. An aggrieved person is the person or persons or the Association making the claim.

B. Procedure

1. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.

2. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. Any employee who has a grievance shall discuss it first with his principal or immediate superior an attempt to resolve the matter informally at that level.

4. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within six (6) school days, he shall set forth his grievance, in writing to the principal, specifying:

   a. The nature of the grievance.

   b. The results of the previous discussions.

   c. His dissatisfaction with decisions previously rendered.

The Principal or immediate superior shall communicate his decision to the aggrieved and his representative, in writing, within six (6) school days of receipt of the written grievance.

5. The employee, no later than six (6) school days after receipt of the principal"s decision, may appeal the principal's decision, in writing, to the superintendent of schools. The superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days after the receipt of the grievance. The superintendent shall communicate his decision in writing to the employee, his representative, and the principal.

6. If the grievance is not resolved to the employee's satisfaction, he, or they, no later than six (6) school days after receipt of the superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and render a decision, in writing within thirty (30) calendar days of receipt of the grievance by the Board.

7. If the decision of the Board does not resolve the grievance to the satisfaction of the Association, and the Association wishes review by an arbitrator, the Association shall notify the Board through the Superintendent within ten (10) days of receipt of the Board's decision. Grievances may be submitted to arbitration except as follows:

a. A complaint of a non-tenure employee which arises by reason of his not being re-employed.

C. The following procedure will be used to secure the services of an arbitrator:

1. A request by the Association will be made to the American Arbitration Association (A.A.A.) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

2. If the parties, within five (5) school days, are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the A.A.A. to submit a second roster of names.

3. If the parties are unable to determine within six (6) school days of the receipt of the second list, a mutually satisfactory arbitrator, the A.A.A. may be requested by letter by either party to designate an arbitrator.

4. The arbitrator so selected shall confer with the representatives of the Board and the Association, shall hold hearings promptly, and shall issue his decision not later than twenty (20) days from the date of the close of hearings.

5. The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties.

6. The recommendations of the arbitrator shall be binding, except when the grievance involves a violation of policies or administrative decisions, in which instances the recommendations of the arbitrator shall be advisory only.

7. The costs for the services of the arbitrator and the administrative costs of the American Arbitration Association shall be divided equally between the parties

8. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall commence at this level. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

Article IV
EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that employees of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions or employment by reason of his membership in the Association, and its affiliates, in collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey Laws.

C. Whenever any employee is required to appear before the Board or any committee of the Board, or at the Board's request, concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he 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 him and represent him during such meeting or interview.

D. No employee shall be discharged, disciplined, reprimanded, reduced in rank or compensation, or deprived of any professional advantage, or given an adverse evaluation of his professional services without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

E. Any question or criticism by a supervisor, administrator, or Board member of a employee's performance shall be made in confidence and not in the presence of students, parents, or other public-gatherings. Violators of this clause shall be subject to reprimand.

Article V
ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association in response to reasonable requests from time to time that information which is in public domain.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

C. The Association and its representatives may have the right to use the school buildings at all reasonable hours for meetings. The Superintendent of the building in question shall be notified in advance of the time and place of all such meetings and may grant approval for its use.

D. The Association may have the right to use school facilities and equipment, at reasonable times, when such equipment is not otherwise in use and with prior approval of the principal.

E. The Association may purchase for its own use expendable office supplies and other materials from the Board's supplies at the price paid by the Board.

F. The Association shall have the exclusive use of a bulletin board in each faculty lounge and employees' dining room. Consideration shall be given for Association notices to be posted in the central office on a bulletin board.

G. The Association may use inter-school mail facilities and school mail boxes with prior approval of the building principal.

H. All orientation programs for new employees may be co-sponsored by the Board and the Association with the Association obligated to assume only such costs as may be mutually agreed upon during the planning of such programs.

I. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other employee organizations.

J. The Board of Education, when necessary, will instruct the Superintendent to make the necessary time arrangements for the Board and the Association personnel to transact business at hand.

K. The Board shall provide two (2) duty-free periods each week for the Association President to permit conference with the Board Representative, to communicate with the administrators and to do any research work as long as it does not interfere with the educational process or with any employee while on duty. Said time shall be in addition to regular preparation and lunch time as provided in this Agreement. Additional time may be requested in writing by the president of the association for conducting Association business. The request shall be made to the Superintendent and he may grant the additional time at his discretion.

Article VI
EMPLOYEE HOURS AND EMPLOYEE LOAD

A. As in the past, the employee will work the school calendar, in addition to their summer hours.

1. The employee day during the school year shall be eight and one-half (8 1/2) hours with a one (1) hour non-paid lunch period, a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon.

2. Summer hours for the employee shall be seven and one-half (7 1/2) hours beginning on the teachers' last day in June and ending the day before the students return in September (the first day of school).

3. Employee lunch hour shall be as near as mid-day as possible and will be a non-paid period.

4. Ten month employees' work year will fall between July 1st, and June 30th. It will be ten (10) consecutive months which will be established by the Superintendent.

B. Vacations

1. All vacation time must be used during the year. Unused vacation time will not accrue from the previous year. The time will be lost if not used.

2. Vacation time will be granted to regular twelve (12) month employees if employed prior to January 1st of any fiscal year. Employees hired after January 1st will receive a prorated amount of one-half vacation day for each full month worked up to a maximum of 2.5 days.

3. Weeks of vacation do not have to be taken consecutively and may be used a day at a time.

4. Vacation eligibility will be determined as of July 1st of each year.

5. One week may be taken during the school year, with administrative approval.

6. Employees shall be eligible for vacations on the following basis:

a. Hired before January 1st = 1 week
b. After 1 completed year of employment = 2 weeks
c. After 9 completed years of employment = 3 weeks
d. After 15 completed year of employment = 4 weeks

C. Employees shall not leave the building at any time other than their lunch periods, except with prior approval of the building principal or his designee.

D. Employees covered by this contract shall notify the main office of the school whenever they are not going to report for work. They shall call the main office no less than one half hour before they are due to report for work and shall state specifically why they are absenting themselves from work.

Article VII
SENIORITY

A. Seniority shall be based upon an employee's service in the district as calculated for tenure purposes. The Board shall maintain a seniority list of employees, copies of which shall be made available to the Association. Such list shall be updated quarterly.

B. In the event that a reduction in force that involves tenured employees should occur, the reduction for tenured employees shall be based upon seniority, provided that said tenured employee may be permitted to bump into a lower classification, if they possess the requisite qualificaiions and ability to perform the functions of the job to which they desire to bump into and further have more seniority in the district than the employee in that lower classification. No one shall be permitted to bump into a higher classification.

C. In the event that the Board determines to recall any tenured employees who have been reduced in force, said recall shall be on the basis of the tenured employee with the greatest seniority who has held a job within the classification in which the opening exists, or who held a higher classification immediately prior to being reduced in force and has the requisite qualifications and ability to perform the job.

Article VIII
PERSONNEL FILE

A. Official employee files shall be maintained in accordance with the following procedure:

1. Administrators will be encouraged to place in the file information of a positive nature indicating special competencies, achievements, or performances.

2. A employee shall have the right, upon request, to review the contents of his personnel file at least once a year. An employee shall be entitled to have a representative of the Association accompany him during such review. Personnel files will be located in the superintendent's and/or the respective principal's or immediate supervisor's offices.

B. No material derogatory to a employee's conduct, service, character or personality shall be placed in his personnel file unless the employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with express understanding that such signature merely signifies that he has read the material to be filed.

C. The Board agrees to protect the confidentiality of personal references, and it shall not establish any separate personnel file which is not available for the employee's inspection.

Article IX
EMPLOYEE FACILITIES

The Board will continue its efforts to keep the schools reasonably and properly equipped and maintained. The Board shall give serious consideration to Association requests for improvement in both working areas and the furnishing of equipment and supplies.

Article X
PROTECTION OF EMPLOYEE

A. Any employee who believes he is working under unsafe or hazardous conditions or is performing tasks which endanger his health, safety, or well-being may institute a grievance.

B. When absence arises out of or from assault or injury, while acting in discharge of his duties, the employee shall not forfeit any sick leave or personal leave.

C. Employees shall immediately report cases of assault suffered by them in connection with their employment to their immediate superior.

1. Such notification shall be immediately forwarded to the superintendent who shall comply with any reasonable request from the employee for information in the possession of the superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

D. If criminal or civil proceedings are brought against a employee alleging that he committed an assault in connection with his employment: such employee may request the Board to furnish legal counsel to defend him in such proceedings. If the Board does not provide such counsel and the employee prevails in the proceedings, then the Board shall reimburse the employee for reasonable counsel fees incurred by him in his own defense.

E. The Board shall reimburse employees for any loss, damage, or destruction of clothing or personal property on the person of the employee while on duty in the school, on the school premises, or on a school sponsored activity if such loss results from assault.

Article XI
POSTING AND BIDDING FOR PROMOTIONAL OR SUPPLEMENTAL POSITIONS

A. All employees shall be given an opportunity to apply for promotional positions.

B. Supplemental positions shall be composed of co-curricular and athletics. All employees shall be given an opportunity to apply for these positions. Supplemental positions shall be filled by employees of the Riverside School District, subject to the limitations set forth in Article E.

C. All open, new, supplemental or promotional positions shall be posted in the main office and an equal opportunity give to the entire staff so that they may apply. Criteria necessary to fulfill such positions should also be listed at this time.

D. Employees who desire to apply for such vacancies shall submit their application in writing to the Superintendent or his Designee within fifteen (15) days after the date of the posting of the notice.

E. Nothing contained herein can be construed to imply that the Board has waived the right to fill any position in the system with other than presently employed personnel, nor has the Board waived the right to determine qualifications of all those considered for such positions.

F. When openings occur, notification of such opening(s) shall be sent to the President or Vice-President of the Association for the purpose of posting.

Article XII
SCHOOL CALENDAR

A. The Superintendent shall draw a school calendar to recommend to the Board, and shall consult with the Association prior to its adoption by the Board, and may consult with other individuals and organizations.

Article XIII
DEDUCTION FROM SALARY

A. The Board agrees to deduct from the salaries of its employees dues for the Riverside Education Association. The Burlington County Education Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52: 14-15. 9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by Riverside Education Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

B. Each of the associations named above 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.

C. The Board agrees to deduct from employees' salaries money for Burlington County Employees Credit Union, U.S. Savings Bonds and sheltered annuity, as said employees individually and voluntarily authorize.

Article XIV
TEMPORARY LEAVES OF ABSENCE

A. As of the beginning of the 1987-1988 school year, employees shall be entitled to the following temporary non-cumulative leaves of absence with full pay during the school year:

1. For death in the employee's immediate family. (parent, husband, wife, child, brother, sister, mother-in-law, father-in-law, grandchild, son-in-law, daughter-in-law) not to exceed five (5) calendar days in any one instance.

2. For death in the employee's non-immediate family, (grandparents, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law) not to exceed the day of the funeral, unless with the approval of the Superintendent of Schools.

3. Court Order Absence by reason of subpoena by any court, providing the employee is not a party to a suit, and upon the presentation of proper written evidence to the Superintendent.

4. Holy Days:

   a. When school employees are members of a religious faith which requires absence from work on certain days when school is in session, they shall be excused with pay for a total of not more than two (2) such days in any one school year. These two (2) days shall be charged as personal days. Upon prior request, they may be excused for additional such holy days without pay.

5. Two (2) days leave of absence will be granted for personal business such as legal transactions or family matters which cannot be cared for during non-school hours. An additional day may be granted at the discretion of the Superintendent when he deems the reasons for the absence is justified. Application to employee's supervisor for such leave shall be made at least five (5) school days before taking such leave.

When application is made on less than five (5) school days notice, and prior to or immediately after a scheduled vacation or legal holiday, the approval of the Superintendent must also be obtained. When these two (2) days are not used at the end of the year, these (2) days will be credited to the accumulative sick leave. When one (1) of the personal days are not used at the end of the year, one (1) day will be credited to the accumulative sick leave.

6. 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 when school is not in session. An employee shall be paid consistent with R.D. 38:23-1 and R.S. 38A: 4-4.

7. At least one (1) day for physical examination related to service induction.

8. Maternity leave

a. Maternity leave shall commence and terminate on the day requested by the employee.

b. Any employee requesting Maternity Leave may at her discretion use all or any part of her accumulated sick leave, during the period of such absence, provided a medical certification is received certifying her illness due to maternity.

c. Any employee granted Maternity Leave or leave for Adoption shall at her request be restored position in her area.

d. No employee shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the grounds that there has not been a time lapse of specific duration between childbirth and the desired date of return.

e. The Board may remove any employee from her duties during pregnancy if the employee cannot produce a certificate from her physician stating her pregnancy does not result in her being medically able to perform.

f. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et. seq. The Law against Discrimination, nor in violation of the Constitution of the State of New Jersey and the United States.

g. Any employee who does not elect to take a maternity leave may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when her physician certifies that she is physically able to do so. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to her annual and accumulated sick leave with pay during the period of absence.

9. Any employee adopting an infant shall at her request, by giving thirty(30) calendar days notice to Administration, receive similar leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirement for adoption.

10. Other leaves of absence with or without pay may be granted by the Board for good reason.

11. Child-Rearing Leave pursuant to Laws of the State of New Jersey.

B. Leaves taken pursuant to Article XIII shall be in addition to any sick leave to which the employee is entitled.

Article XV
SICK LEAVE AND RETIREMENT

A. Twelve (12) Month Employees covered by this contract who have less than ten (10) years of service in the Riverside School System shall be paid for twelve (12) days on which they are sick. Ten (10) Month Employees will be granted ten (10) days. Within each school year unused sick days will be accumulated and applied to subsequent years.

B. Twelve (12) Month Employees covered by this contract and who have ten (10) or more years of service in the Riverside School System shall be paid for thirteen (13) days on which they are sick within each school year. Ten (10) Month Employees will be granted eleven (11) days.

C. Upon request to the Superintendent, employees shall be given a written account of accumulated sick leave no later than October 1. of each school year.

D. Any employee retiring from the district at age fifty-five (55) or after seven (7) years of service in the district will receive the following amounts listed below per accumulated sick days.

1991 - 1992 - $21.50/day with a limit of 150 days.

E. Death Clause:

In the case of death of an employee who has accumulated sick leave, his or her estate shall be compensated at the current daily rate for each unused sick leave day up to the current maximum in payments that are in compliance with the guidelines of this contract.

Article XVI
SALARIES

A. The salary of secretaries covered by this Agreement is set forth in Schedule "A"; the salaries of clerk-typists is set forth in Schedule "B"; the part-time work schedule is set forth in Schedule "C"; which are attached hereto and made a part thereof.

B. Each employee shall be paid on alternate Fridays.

C. The ten (10%) percent escrow program to be continued as is presently being done.

D. When a pay day falls on or during a school holiday or vacation, employees shall receive their pay checks on the last previous working day.

Article XVII
MISCELLANEOUS PROVISIONS

A. The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. This Agreement shall be construed as Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give full force and effect as Board policy.

C. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the administrative procedures and practices in force on said date, shall continue to be applicable during the terms 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 employee benefit existing prior to its effective date.

D. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Copies of this Agreement shall be printed at the expense shared by the Board and the Association on a mutually agreed format within thirty (30) days after the Agreement is signed. Copies shall be made available to the Association.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:

1. If by Association:

Riverside Board of Education
Riverside High School
Washington Street
Riverside, NJ 08075

2. If by Board:

Riverside Education Association
Riverside High School
Washington Street
Riverside, NJ 08075

Article XVIII
INSURANCE PROTECTION

A. State Plan Health-Care Coverage: As of the beginning of the 1985-1986 school year, the Board shall provide the health-care insurance protection designated. The Board shall pay the full premium for each employee plus in cases where appropriate 100% of full family-plan insurance coverage.

B. The Board of Education will provide 100% of a Prescription Program Plan (Full Family Coverage).

C. Rate Increase - it is understood by the Riverside Board of Education and the Riverside Education Association that any increase in premium for the existing coverage shall be borne by the Riverside Board of Education.

D. Option to continue school (group) health benefits plan, paid for by the individual leaving the system, after ten (10) years service in Riverside.

E. The Board will provide a Dental Program for employees covered by this contract that will include full family coverage.

F. If an employee has waived his Blue Cross, Blue Shield, Major Medical coverage and has not re-enrolled in the open enrollment period for a particular year, he shall be paid 33 1/3% of the Blue Cross, Blue Shield, Major Medical premium made on June 30th annually.

a. Where an employee is eligible for full-family or husband/wife coverage under A above, or any employee under B and E above, and elects to take no coverage for one year, the employee shall receive the above payment (Section F) in lieu of coverage or be able to apply this payment towards improving another benefit such as Washington National.

b. Forms will be distributed to all staff by April 1st. Forms must be returned by May 1st.

c. Any employee who elects not to take such insurance may re-enroll at the open enrollment period. Employees may, in certain circumstances, be allowed to re-enter the plan at other times subject to carrier determination. If re-enrollment for current year is prior to June 30th, there shall be no payment under Section E above.

d. The provisions of Section F specifically expire on June 30, 1992 unless mutually extended in writing before that date.

Article XIX
REDUCTION IN FORCE

A. During the term of this contract there shall be no reduction of personnel except for good cause, reduction in finances and reduction in student enrollment.or as a result of a different method of performing the vacated job, and then only in conformity with this Agreement and with the Statutes of the State.

B. If a reduction in personnel is being considered, the Board shall notify and consult with the Association as soon as practical but not later than February 1 of the year in which the reduction is to take place. The Board shall state to the Association the reasons for determining that a reduction of staff is deemed necessary.

C. Leaves of absence without pay shall automatically be granted to all teaching staff affected by a reduction. These leaves of absence shall not prohibit the teachers from seeking and accepting gainful employment elsewhere, and shall not be terminated for that reason except on written request of the employee. A tenure employee may elect to take and will be granted leave of absence without pay during the staff reduction irrespective of his position or the seniority list. Such leave shall be in effect for one (1) year.

D. During said leave of absence, the employee shall receive no insurance benefits at Board expense. Provisions will be made where possible that employees may continue, at their own expense, the insurance coverage at the group rate.

E. During said leave of absence, the employee's seniority shall remain unbroken despite such leave, and his accumulated sick leave shall not be canceled but shall remain credited to him pending his return to employment in this district within the procedure outlined in Paragraph H, Section 1 of this Article.

F. The fact that a employee is placed on leave of absence for the purpose of staff reduction shall not result in the loss of status or credit for previous years of service. Upon return to the district, he shall assume the step position on the salary schedule which he would have held had he been actively employed in the district to a maximum of one (1) year's credit.

G. Reduction of personnel who are represented by the bargaining unit shall be made according to the following:

1. Seniority for the purpose of this article shall be defined as non-terminated years of employment in the district. Leaves of absence shall be subject to the provisions in Article XIII of this Agreement.

2. A seniority list shall be prepared by the Board and presented to the association (which includes all present bargaining unit personnel) sixty (60) days prior to the anticipated reduction.

3. It is expressly understood that the Association shall have the right to review the layoff list prior to notification of the individual employees to be laid off. In the event of a disagreement concerning the layoff list, the Association shall have the right to meet with the Superintendent prior to notification of the individual employees and prior to the notification deadline.

H. Recall - Employees shall be recalled in inverse order of layoff for position openings for which they are classified where appropriate and qualified in accordance with the following:

1. If a position exists within the district for which the employee is classified where appropriate pursuant to this Agreement, the employee shall be notified by certified mail. Within ten (10) days of the receipt of written offer to return to employment, the employee shall accept the position by replying in writing or it shall be determined that he has declined the position. If a employee accepts the position he is offered, he shall be have twenty (20) work days from receipt of the offer to return to work.

2. All employees in layoff and the Association shall be notified by certified mail on or before April 1 of their position on the recall list and be given the opportunity to remain on recall for the following school year. The employee shall notify the Superintendent in writing by April 15 of his intent to return to the school district, or his leave shall be terminated.

3. No new staff shall be hired until all staff on leave, in accordance with this Article, have been offered an opportunity in writing to return to active employment.

Article XX
PERSONAL FREEDOM

A. The personal life of a employee is not an appropriate concern or attention of the Board except as it may directly prevent the employee from performing properly his assigned functions during the workday.

Article XXI
REPRESENTATION FEE

A. If an employee represented by the negotiated bargaining unit 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 rendered by the Association as majority representative.

B. 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 equal to 85% of that amount.

C. 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 representation fee has been set at 85% of that amount solely because that is the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as of the beginning of the Associations membership year immediately following the effective date of the change.

D. 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 neither become members of the Association for the then current membership year nor paid directly to the Association, the full amount of the representation fee for that membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph E below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

E. The Board will deduct the representation 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 non-bargaining unit 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.

F. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

G. The Association will notify the Board in writing of any changes in the list provided for in Paragraph D 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 receives such notice.

H. 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. This list will indicate name, job titles and dates of employment for all such employees.

Article XXII
DURATION OF AGREEMENT

A. This Agreement shall be effective July 1, 1991, and shall continue in effect until June 30, 1992, subject to the Association's right to negotiate over a successor Agreement.

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

RIVERSIDE TOWNSHIP
BOARD OF EDUCATION

By: John A. Bradshaw III, President

Attest: Doris M. Kostrub, Secretary

Date: June 9, 1992

RIVERSIDE EDUCATION ASSOCIATION

By: Joseph W. Willard, President

Attest: Marion P. Wittenschein Secretary

Date: June 9, 1992

SCHEDULE A
SALARY GUIDE FOR 1991-1992

Administrative Secretary	Secretary	Clerk
1. $17.795	1. $16.890	1. $14.890
2. $18.945	2. $18.040	2. $15.515
3. $20.095	3. $19.190	3. $16.390
4. $21.245	4. $20.340	4. $17.315
5. $22.395	5. $21.490	5. $18.140
6. $23.545	6. $22.640	6. $19.015
7. $24.695	7. $23.890	
8. $25.345		

A. Longevity

In addition, any incoming confidential secretary with twenty (20) completed years of service as of April 13, 1992 shall continue to earn $1550 for longevity. Any other employee with less than twenty (20) years completed years of service shall earn longevity as shown in the following schedule.

1. An additional $100. to be paid after three (3) years service in Riverside Schools on the fourth contract.

2. An additional $100. to be paid after seven (7) years service in Riverside Schools on the eighth contract.

3. An additional $200. to be paid after ten (10) years service in Riverside Schools on the eleventh contract.

4. An additional $600. to be paid after twenty (20) years service in Riverside Schools on the twenty-first contract.

B. One secretarial position will be established in each of the following offices:

1. Child Study

2. Guidance

SCHEDULE B
PART TIME WORK SCHEDULE

1. All employees will be salaried.

2. The fractional salary will be determined by the number of months worked and based on the number of days normally worked in a ten (10) day pay period (Each day = 1/10 pay).

3. Half day will be defined as one half (1/2) of a normal work day with regard to break, lunch and work time.

4. The fraction above will be the criteria established for sick days, salary, etc. offered in a full time contract. The only exceptions are longevity and health benefits which will be the same as offered in a full time contract.

5. Any employee working twenty hours or more shall be entitled to full health benefits.

6. Starting time may be flexible, to accommodate work loads.