

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 SCHOOL SECRETARIES,
 THE PART-TIME CLERK TYPISTS,
 THE BOOKKEEPER/PAYROLL CLERK, AND
 THE MAINTENANCE PERSON, ONLY

FOR THE SCHOOL YEARS
 JULY 1, 1994 THROUGH JUNE 30, 1996,
 INCLUSIVE

.

PREPARED BY

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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 SCHOOL SECRETARIES,
THE PART-TIME CLERK TYPISTS,
THE BOOK-KEEPER/PAYROLL CLERK, AND
THE MAINTENANCE PERSON, ONLY

FOR THE SCHOOL YEARS:

JULY 1, 1994 THROUGH JUNE 30, 1996, 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, the bookkeeper/payroll clerk, and the maintenance person, only, have agreed upon certain proposals and understandings, for the School Years July 1, 1994 through June 30, 1996, inclusive, which both parties desire to ratify and/or confirm by this written agreement,

NOW, THEREFORE, WITNESSETH:

THIS AGREEMENT ENTERED into this 30th day of November, 1994, 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 secretaries, the part-time clerk typists, the bookkeeper/payroll clerk and the maintenance person, only (hereinafter called the ASSOCIATION).

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 school secretaries, the part-time clerk typists, the book-keeper/payroll clerk and the maintenance person, only, concerning the terms and conditions of their employment.

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

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

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 1950, as amended by Chapter 117 of the Laws of 1951 and as amended by Chapter 282 of the Laws of 1952, effective January 1, 1950, more commonly referred to as the "New Jersey Employer-Employee Relations Act," Revised Statutes 34:15A-1 et seq.

2. The Board of Commissioners of the ASSOCIATION and the BOARD will attend and establish a schedule of negotiations for the aforementioned subject matter by such date as may be required by law.

3. Negotiations shall commence no later than 60 days after said schedule has been stipulated and completed as aforesaid.

4. The ASSOCIATION shall present its proposal to the BOARD in writing at least two weeks before the first scheduled meeting date 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

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ARTICLE III

COMPENSATION

1. (a) The compensation, wages and/or salaries to be paid to all personnel covered by this Agreement is as set forth in Schedule "A," Schedule "B," Schedule "C" and Schedule "D" for the School Year 1994-1995, together with Schedule "E," Schedule "F" and Schedule "G," which indicate the ratio guide for the School Year 1995-1996, and Schedule "H" (the part-time hourly rate schedule), all of which are annexed hereto and made a part hereof.

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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 his 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

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

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 coverage for each full-time eligible employee, with Major Medical, Blue Cross and Blue Shield health individual insurance coverage with and in accordance with the provisions of the New Jersey Health Benefits Program, its successors and/or assigns.

The effective date of said coverage for new employees shall be November first (1st), or such earlier date as may be arranged by the BOARD with the New Jersey Health Benefits Program 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

such plan.

3. 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 (20) regular hours per week as stated in said employment contract.

4. The BOARD agrees, when requested in writing by a full-time support staff member, (the full-time support staff 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 New Jersey Dental Service Plan, Inc., 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, 1994 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 within ten (10) days after the adoption by the BOARD.

4. The duration of this Contract shall be for the period from July 1, 1994 through June 30, 1996 inclusive.

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.

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.

ARTICLE X

FORMULA FOR ALLOCATION OF FUNDS
FOR THE FISCAL SCHOOL YEAR 1995-1996

It has been determined and agreed to by the BOARD and the ASSOCIATION, on behalf of the Support Staff, that the total increased cost to the BOARD for all of the personnel covered by this Agreement, to wit: the Support Staff, for the School Year beginning July 1, 1995 through June 30, 1996, inclusive, shall not exceed the total sum of \$11,450.00.

The BOARD shall fix, verify and determine the proposed increased costs for the ASSOCIATION'S Support Staff personnel's costs for Health and Dental Insurance coverage for the Fiscal School Year 1995-1996, as determined by the difference between the increased total costs for health and/or dental insurance coverage for the Support Staff members covered under this Agreement for the Fiscal School Year 1995-1996 and the total costs for health and/or dental insurance coverage for the prior Fiscal School Year, to wit: 1994-1995.

In order to determine the total amount of money remaining for allocation by the ASSOCIATION toward the Salary Guides for the School Year July 1, 1995 through June 30, 1996, inclusive, the BOARD will compute, determine and notify the ASSOCIATION on or before April 1, 1995, the actual total costs

incurred by the BOARD for the Support Staffs' Health and/or Dental Insurance coverage for the Fiscal School Year 1994-1995 for all of the personnel covered herein.

The actual salary of all Support Staff members shall be used in the implementation of the monetary salary guide for the fiscal School Year 1995-1996.

The increased cost of the ASSOCIATION'S Health and/or Dental Insurance coverage shall be immediately deducted from the total sum of \$11,450.00 and the remaining amount shall then be allocated by the ASSOCIATION for the 1995-1996 Salary Guides for all of the Support Staff members.

The ASSOCIATION, on behalf of the Support Staff, shall notify the BOARD of the allocation that the ASSOCIATION has determined for the total remaining dollars (i.e., the balance remaining after deducting the increased Health and Dental Insurance coverage costs for the fiscal School Year, 1995-1996, from the sum of \$11,450.00).

In appropriating such dollars, it is understood and agreed that all members of the ASSOCIATION'S Support Staff for the year 1995-1996 shall receive a three (3%) per cent cost of living increase (irrespective of whatever the cost of living index may for the Fiscal School Year 1995-1996) over their respective 1994-1995 Guide salary before any further

money is distributed for Salary Guide purposes to anyone else.

It is anticipated that there should be sufficient funds after the ASSOCIATION has allocated all sums from the aforementioned sum of \$11,450.00 in order to provide a three (3%) percent cost of living increase unless, however, the increased costs for the health and/or dental coverage for the School Year 1995-1996 was greater than anticipated by the parties hereto.

The BOARD reserves the exclusive right to determine at all times its annual budget and any impression to the contrary is not intended.

The salary arrangement, the allocation of dollars, and the actual salary guide as developed by the ASSOCIATION on behalf of the Support Staff for the School Year, July 1, 1995 through June 30, 1996, inclusive, shall cease and otherwise be null and void at the end of this contract and shall not constitute a precedent nor shall the same be the subject matter of future negotiations unless and until agreed to in writing by the BOARD and the ASSOCIATION.

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:

By *Raymond R. Wiss*
RAYMOND R. WISS
President

Gary Grembowiec
GARY GREMBOWIEC
Secretary

OLD TAPPAN TEACHERS
ASSOCIATION ON BEHALF OF
THE SUPPORT STAFF MEMBERS

ATTEST:

By *Kerry Beckmann*
KERRY BECKMANN
President

Marjorie A. Piper
MARJORIE A. PIPER
Secretary

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SCHEDULE "A"

BOOKKEEPER/PAYROLL CLERK & MAINTENANCE PERSON
SALARY GUIDE FOR THE YEAR 1994-1995

<u>STEP</u>	<u>PLACEMENT SALARY</u>	<u>RATIO INDEX</u>
1	\$28,150.00	1.000
2	28,995.00	1.030
3	29,839.00	1.060
4	30,965.00	1.100
5	31,978.00	1.136
6	32,992.00	1.172
7	34,005.00	1.208
8	35,019.00	1.244
9	36,314.00	1.290
10	37,721.00	1.340
11	39,129.00	1.390

The above salary guide is intended to cover twelve (12) month employees only and any employees who are employed for a contract period less than twelve (12) months shall have their respective salary pro-rated for the actual time worked by them.

Mr. Hatcher is employed on twelve (12) month contract and is on Step Two (2).

Mrs. Reisenauer is employed on a twelve (12) month contract and is on Step Ten (10).

In the event that the Salary Guide remains in effect for successor agreements, employees' names will not be listed on the Salary Guide but employees with tenure will receive salary statements and non-tenure employees will be issued separate employment contracts designating their respective salary placement.

SCHEDULE "B"

ELEMENTARY SCHOOL SECRETARIES SALARY GUIDE
FOR THE SCHOOL YEAR 1994-1995

<u>STEP</u>	<u>PLACEMENT SALARY</u>	<u>RATIO INDEX</u>
1	\$19,475.00	1.000
2	20,059.00	1.030
3	20,644.00	1.060
4	21,423.00	1.100
5	22,423.00	1.136
6	22,825.00	1.172
7	23,526.00	1.208
8	24,227.00	1.244
9	25,123.00	1.290
10	26,017.00	1.340
11	27,070.00	1.390

The above salary guide is intended to cover twelve (12) month employees only and any employees who are employed for a contract period less than twelve (12) months shall have their respective salary pro-rated for the actual time worked by them.

Mrs. Turnamian is employed on a ten (10) month contract and is on Step seven (7).

Mrs. Iommelli is employed on a twelve (12) month contract and is on Step eleven (11).

In the event that the Salary Guide remains in effect for successor agreements, employees' names will not be listed on the Salary Guide but employees with tenure will receive salary statements and non-tenure employees will be issued separate employment contracts designating their respective salary placement.

SCHEDULE "C"

MIDDLE SCHOOL SECRETARIES SALARY GUIDE
FOR THE SCHOOL YEAR 1994-1995

<u>STEP</u>	<u>PLACEMENT SALARY</u>	<u>RATIO INDEX</u>
1	\$21,310.00	1.000
2	21,949.00	1.030
3	22,589.00	1.060
4	23,441.00	1.100
5	24,208.00	1.136
6	24,975.00	1.172
7	25,742.00	1.208
8	26,510.00	1.244
9	27,490.00	1.290
10	28,555.00	1.340
11	29,621.00	1.390

The above salary guide is intended to cover twelve (12) month employees only and any employees who are employed for a contract period less than twelve (12) months shall have their respective salary pro-rated for the actual time worked by them.

Mrs. McTigue is employed on a twelve (12) month contract and is on Step seven (7).

In the event that the Salary Guide remains in effect for successor agreements, employees' names will not be listed on the Salary Guide but employees with tenure will receive salary statements and non-tenure employees will be issued separate employment contracts designating their respective salary placement.

SCHEDULE "D"

MIDDLE SCHOOL EMPLOYEES SALARY GUIDE
FOR THE SCHOOL YEAR 1994-1995

The established hourly rate for part-time Clerk Typists and/or part-time Library Clerk Typists for the School Year 1994-1995 is \$9.00 per hour.

The established hourly rate for substitute School Secretaries for the School Year 1994-1995 is \$10.00 per hour.

SCHEDULE E

BOOKKEEPER/PAYROLL CLERK AND MAINTENANCE PERSON
RATIO INDEX GUIDE FOR THE FISCAL YEAR 1995-1996

<u>STEP</u>	<u>RATIO INDEX</u>
1	1.000
2	1.030
3	1.060
4	1.100
5	1.136
6	1.172
7	1.208
8	1.244
9	1.290
10	1.340
11	1.390

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SCHEDULE F

ELEMENTARY SCHOOL SECRETARY
RATIO INDEX GUIDE FOR THE FISCAL YEAR 1995-1996

<u>STEP</u>	<u>RATIO INDEX</u>
1	1.000
2	1.030
3	1.060
4	1.100
5	1.136
6	1.172
7	1.208
8	1.244
9	1.290
10	1.340
11	1.390

SCHEDULE G

MIDDLE SCHOOL SECRETARY
RATIO INDEX GUIDE FOR THE FISCAL YEAR 1995-1996

<u>STEP</u>	<u>RATIO INDEX</u>
1	1.000
2	1.030
3	1.060
4	1.100
5	1.136
6	1.172
7	1.208
8	1.244
9	1.290
10	1.340
11	1.390

SCHEDULE "H"

The established hourly rate for part-time Clerk Typists and/or part-time Library Clerk Typists for the Fiscal School Year 1995-1996 is \$10.00 per hour.

The established hourly rate for substitute School Secretaries for the School Year 1995-1996 is \$11.00 per hour.



