

AGREEMENT
BETWEEN THE
IRVINGTON BOARD OF EDUCATION
AND
THE IRVINGTON EDUCATION ASSOCIATION
SECRETARIES UNIT

July 1, 2011 through June 30, 2014

PREAMBLE

This agreement is entered into this 1st day of July, 2011, by and between the Irvington Board of Education New Jersey, hereinafter referred to as the "Board" and the Irvington Education Association (Secretaries Unit) hereinafter referred to as the "Association"

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974 to negotiated with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties, through negotiations in good faith, have reached certain agreements which they desire to set forth in this collective negotiation agreement;

NOW, THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the Board and the Association agree;

ARTICLE I

RECOGNITION CLAUSE

The Irvington Board of Education hereby recognizes the Irvington Education Association as the exclusive bargaining representative, as defined in Section 7, Chapter 123, Public Laws 1974, for all Secretaries, Clerks, Assistant Bookkeepers, and Assistant Administrative Secretaries employed by the Irvington Board of Education, exclusive of confidential secretaries, such as the Administrative Secretary to the Superintendent, Administrative Secretary to the Board Secretary, Administrative Secretary to the Business Administrator and Administrative Payroll Assistants.

- (a) The term "employee", when used hereinafter in this agreement, shall refer to all employees represented by the name of the employee organization in the bargaining or negotiation unit as heretofore defined.
- (b) The term "Board" shall include its officers and agents.

The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to the New Jersey Employer-Employee Relations Act, Chapter 123, Laws of 1974, for the duration of this agreement.

ARTICLE II

NEGOTIATION PROCEDURE

1. This agreement incorporates the entire understanding of the parties on all issues which were, or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
2. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in good-faith effort to reach an agreement on all matters concerning the terms and conditions of secretarial employment. Such negotiations shall begin not later than October 1 of the school year in which this agreement expires. Any agreement to negotiate shall apply to all members of the negotiating unit as set forth in Article I herein, and

shall be reduced to writing, signed by the Board and the Association, and be adopted by the Board, following ratification by both the Association and the Board.

ARTICLE III

BOARD'S RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the citizens of the Township of Irvington, New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their demotion, or dismissal and to promote and transfer all such employees;
- (c) To determine assignment to schools or any other buildings under the control of the Board; to determine hours of work, duties, responsibilities and all other terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV

WORK SCHEDULES

1. (a) A regular work week shall consist of 35 hours of work, the hours are to be fixed by the immediate supervisor.
- (b) The immediate supervisor shall assign a lunch period for each employee under his/her jurisdiction. This lunch period shall not exceed one hour.
- (c) The employees shall report for duty as indicated by their immediate supervisor and their work shall be under the control and supervision of said supervisor. They shall strive to complete their work within the above prescribed regular working periods; however, they are expected to complete their assignments. No compensation for such overtime special services shall be paid for unless the same is first duly approved by the immediate supervisor and counter approved by the Board Secretary.
- (d) The immediate supervisor of each school shall keep accurate and current records of attendance and absence of all employees under her/his supervision, and shall complete and submit the reports to the Board Secretary of the Board of Education on the approved forms.

- (e) Ten-month employees covered by these rules and regulations shall work on the same schedule as teachers, except that they shall start on September 1st and work until June 30th. Twelve-month employees shall be employed on a 12 month basis July 1st to June 30th.
- (f) In the event a ten (10) month employee covered under the terms of this agreement is required by the Board to report to work at her/his regular job, prior to the opening of school, the employee shall receive;
- (g) The new negotiated salary rate; and (2) shall receive ten percent (10%) compensation added to the new regular hourly rate, for each working hour prior to September 1st of that school year.
- (h) Each secretary will have a 15 minute break period in the morning and in the afternoon assigned by the immediate supervisor.
- (i) In the event an employee expects to be absent, the employee shall telephone her/his immediate supervisor not later than 7:30 a.m. of the day of such absence.
- (j) The Superintendent shall notify the staff no later than June 1 of each year as to the Summer schedule for that year.

2. OVERTIME

Overtime is defined as any time spent at regular duties or other assigned duties consistent with this agreement, either before or after regular daily work hours, or any day other than provided in the regular work year. All overtime will be rounded to the nearest 15 minutes at the end of each pay period. This will be remunerated at the rate of 1 1/2 times the hourly salary.

3. INCLEMENT WEATHER

Twelve month Secretaries shall not be required to work, or to report to work, when students and teachers do not report to work due to inclement weather.

4. HEALTH AND SAFETY

Secretaries shall not be required to perform tasks which endanger their health or safety, as shall be determined by the Superintendent, or to remain at work under unsafe or hazardous conditions. When such conditions apply, they shall suffer no loss of pay or time for hours not on the job.

ARTICLE V

LEAVE OF ABSENCE

- 1. (a) Sick leave, as used in this rule, is defined to mean absence from the employee's post of duty, of any such employee because of personal disability due to illness or injury.
- (b) All employees covered by these rules, who are steadily employed, shall be allowed sick leave, with full pay, at the regular rate, on the basis of 10 days for 10 month employees and 12 days for 12 month employees.

Employees hired after February 1st shall, at the time of their employment have their sick leave days prorated according to the percentage of the school year remaining.

- (c) If an employee requires in any calendar year less than the allowed days for sick leave, all days of leave not utilized that year shall be accumulated to be used for sick leave as needed in subsequent years, provided the employee is still employed.

- (d) In case of sick leave claimed, the Board of Education may require a physician's certificate which shall be filed with the Superintendent of Schools.
 - (e) In the event of sick leave claimed, a written statement from the employee, because of absence due to personal illness or quarantine, must be filed with the Superintendent of Schools, through the Principal's Office within five (5) school days from the last day of absence. In any event, a physician's certificate for four (4) or more consecutive school days of absence, due to personal illness or quarantine, must be filed with the Superintendent of Schools, through the Principal's office within five (5) school days from the last day of absence. The statement shall be filed through Supervisor's office where applicable.
 - (f) All benefits to which an employee was entitled at the time their leave of absence commenced, including unused accumulated sick leave, and excluding salary increments, shall be restored upon return and shall return to the same classification they held at the time said leave commenced, if available, or if not, to a substantially equivalent classification.
 - (g) Leave of Absence Without Pay. Leaves of absence with full loss of salary may be granted by the Board for a limited and definite period. No request for a leave of absence will be considered (1) until a written application, including a Physician's Disability Certificate and containing a statement of the reasons for the leave of absence, has been filed with the Superintendent of Schools; (2) until the Superintendent of Schools has submitted to the Board, his/her recommendations with respect to the application; and (3) said application must contain an agreement consistent with New Jersey State Law by the employee that he/she shall not be compensated for the entire period of time for which the leave is granted, including any hardship and vacation periods that may occur during the leave.
2. (a) All injuries, no matter how slight, must be reported to the immediate supervisor. The supervisor shall make a written report to the office of the Employee Health Center.
- (b) All absences caused by such on-the-job injury shall be reported. The employee shall advise the Board of any and all amounts of Worker' Compensation awards made for temporary disability. The Board reserves the right to have the employee examined at reasonable times by a school medical inspector.
 - (c) Subject to the reservation by the Board of its legal rights, it is provided that whenever an employee is absent from his job as a result of a personal injury caused by an accident arising out of and in the course of his work, the Board may pay to the employee, the full salary for the period of absence, reduced by the amount of Workers' Compensation benefits received for each day of absence and including Saturdays and Sundays. The salary shall be paid for absence during the waiting period and during the period the employee received, or was eligible to receive temporary Workers' Compensation benefits and the salary may be paid up to one calendar year without charging same to sick leave.
 - (d) Three (3) days absence of each school year is granted to each employee who has continuously served the Board of Education for at least one (1) continuous year (10 or 12 month as applicable) for personal or business purposes, provided the immediate supervisor approves of this absence, three (3) days in advance except in cases of emergency. Unused business or personal days in any one (1) school year shall be credited to the employee's accumulated sick time.

It is necessary that employees, in case of leave of absence claimed, file a written statement with the Superintendent of Schools, through the Principal's office, within five (5) school days from the date of absence.

- (e) An employee shall be entitled to full pay for one (1) day during the school year, when absence is due to attendance in court or quasi-judicial hearing in response to subpoena to testify, provided

proof is filed with the Superintendent of Schools, through the Principal's or Supervisor's office, of such attendance, within five (5) days from the date of absence.

- (f) All new employees covered by these rules and regulations shall, as a condition of their employment, become a member of, and maintain membership in the Public Employees' Retirement System and the Social Security System.

3. TERMINAL PAY ON BASIS OF SICK LEAVE

- (a) Any employee with fifteen (15) years or more of total service with the Irvington Board of Education may, upon retirement to collect pension, voluntary separation, or in the event of a lay-off, receive the following compensation:

\$70.00 per day of accumulated sick days up to a maximum of 120 days.

- (b) Any employee with twenty (20) years or more of total service with the Irvington Board of Education may, upon retirement to collect pension, voluntary separation, or in the event of a lay-off, receive the following compensation:

\$80.00 per day of accumulated sick days up to a maximum of 125 days.

- (c) Any employee with 25 years or more of total service with the Irvington Board of Education may, upon retirement to collect pension, voluntary separation, or in the event of a layoff, receive the following compensation:

\$90.00 per day of accumulated sick days up to a maximum of 150 days.

Terminal pay on basis of sick leave shall only be paid once for each employee.

Effective July 1, 2004, categories 3 (a) and (b) shall be eliminated for new hires and new hires with twenty-five or more years of total service with the Irvington Board of Education upon retirement to collect pension, voluntary separation, or in the event of a lay-off shall receive the following compensation \$90 per day of accumulated sick days up to a maximum of 150 days." Terminal pay on the basis of sick leave shall only be paid once for each employee. "Notification of intent to retire shall be made to the Board of Education one school year prior to the date of separation, except in extraordinary circumstances, expressly for the purposes of budget management.

4. NOTIFICATION OF SICK DAYS

The Board agrees to report to each employee her/his accumulated, unused sick time, each year prior to October 1st.

5. BEREAVEMENT LEAVE

- (a) Absence due to death of a spouse, Civil Union Partner, child, brother, sister or parent shall be allowed without pay deduction, up to five (5) consecutive work days. Absence due to death of parents-in-laws, grandparents, grandparents-in-law, and immediate members of the household shall be allowed without pay deduction, up to (5) calendar days. Absence due to death of other relatives shall be allowed without deduction for one (1) day for each death.

It is necessary that an employee file, in these instances, a written statement giving dates and family relationship with the deceased, with Human Resources, within two (2) days of return to work. The Board reserves the right to receive full documentation of death.

- (b) If an active employee, under contract, is deceased but otherwise eligible for 'terminal pay on basis of sick leave' under the terms and conditions of this agreement, payment shall be made to the estate of the employee.

6. MATERNITY AND CHILD CARE LEAVES

Requests from staff for leave of absence because of disability due to pregnancy, child rearing or adoption, shall be granted according to applicable State Law and regulations as well as in conformance with the following guidelines.

Upon presentation of a physician's certificate of expected date of delivery, a secretary shall be entitled to use accumulated sick days, if any, for paid medical leave due to disability associated with child birth, in accordance with state and federal law as governed by the Family Leave Act.

Employees who require leave will be granted only an initial unpaid leave of up to three (3) months upon request. At the expiration of said leave, upon request of the employee, an extension not to exceed two (2) years will be granted for either (a) for medical reasons substantiated by physician's certification or (b) for child care.

A non-tenured employee shall only be entitled to a leave up to the expiration of her contract. A non-tenured employee shall not be denied reemployment on the basis that she is pregnant or on leave.

A pregnant employee may be relieved from duty because her work performance has noticeably declined due to health reasons and she cannot obtain a physician's certificate that she is medically able to continue working for other reasons applicable to all employees under Title 18A. No pregnant employee may be relieved from duties solely on the fact that she is pregnant or that her pregnancy has reached a specific number of months.

Extended leave for Child Care will be considered on an annual school year basis.

ARTICLE VI

REDUCTION OF NUMBER OF EMPLOYEES

- A. The Board of Education may reduce the number of employees subject to the following restrictions and conditions; no such reduction shall be made by reason of residence, age, sex, race, religion, or political affiliation, but when any such employee under tenure is laid off, the employee having the least number of years of service to his/her credit, shall be dismissed in preference to those having longer terms of service within category (see below) and can competently fill the positions which are going to be continued, and any employee so dismissed shall be, and will remain upon a preferred eligible list in the order of years of service for re-employment whenever vacancies occur, and shall be re-employed by the Irvington Board of Education in such order, and upon re-employment, shall be given full recognition for previous years of service in his/her respective position and employment.
- B. In the event of a reduction in force, seniority shall be applied, as indicated in Section A above, to determine order of layoff within each of the following categories:
- All Clerks (except Register Clerk)
 - "B" Secretary
 - Assistant Administrative Secretary
 - Assistant Bookkeeper
1. Category "C" personnel can bump downward to categories "B" and "A".

2. Category "B" personnel can bump downward to Category "A".
 3. Category "A" and "B" personnel cannot bump upward.
- C. The employees shall be hired under contract for annual calendar periods based on a ten or twelve months' basis, at a salary rate to be approved by the Board of Education. Subject to the provisions of N.J.S.A. 18A: 17-2, (relating to tenure of persons holding secretarial or clerical positions), the term of the contract shall be subject to termination by the Board upon the service of a 20 calendar day notice for any reason whatsoever.

ARTICLE VII

HOLIDAYS

1. (a) Twelve-month employees covered under the terms of this agreement shall receive the listed holidays off, with pay:
 - New Year's Day
 - Good Friday
 - July 4th
 - Memorial Day
 - Labor Day
 - Thanksgiving Day
 - Day after Thanksgiving
 - Christmas Eve
 - Three Floating Holidays¹
 - Columbus Day
 - President's Day
 - Martin Luther King Day
 - Veteran's Day
 - Christmas Day
 - Yom Kippur²
 - New Year's Eve
 - (b) Twelve-month employees covered under the terms of this agreement shall not be required to report to work on Rosh Hashanah when Irvington Schools are not in session.
 - (c) Christmas Eve and New Year's Eve shall be additional holidays unless schools are in session. If schools are in session, in either one of these days or both, secretaries are to report to work.
2. Effective July 1, 2000, any holiday that falls on a Sunday, the staff shall receive the following Monday as a holiday.

¹ Re: Floating Holiday: Employee shall submit a request to use the floating holiday or incidental vacation day at least five (5) working days in advance. Such requests shall require approval of his/her immediate supervisor and the Superintendent of Schools or his/her designee.

² Yom Kippur shall not be a holiday unless teachers have it as a holiday.

3. STIPULATION OF AGREEMENT

During the term of this Agreement, if the school calendar exceeds 185 days, 10 month employees covered under the terms and conditions of this Agreement shall be granted one (1) floating holiday to be taken subject to administration scheduling, not to be combined with any other fringe benefit day(s) provided for in this Agreement.

10 month employees shall also be entitled to a full day off on June 30th; however, if the school calendar does not exceed 185 days during the term of this Agreement, the floating holiday and the June 30th day off, shall not be applicable.

- 4. In the event an employee is required to work on any holiday due her/him under the terms of this agreement, they will receive double time and one-half of their regular pay for the hours worked.

Example: Should an employee be required to work a full day, she/he would receive her/his regular seven (7) hours, plus and additional 10 1/2 hours, or a total of 17 1/2 hours.

- 5. ATTENDANCE AT CONVENTIONS OF THE NEW JERSEY EDUCATION ASSOCIATION

Whenever any full-time teaching staff member of any Board of Education, any local school district, or regional school district, or of a county vocational school, or any secretary, or office clerk, applies to the Board of Education by which he/she is employed for permission to attend the annual convention of the New Jersey Education Association, or workshops which shall include summer Leadership Conference, NJEA Convention, Minority Involvement Workshops and ESP Workshops, such permission shall be granted for a period of not more than two days in any one year and he/she shall receive his/her whole salary for the days of actual attendance upon the sessions of such convention, upon filing with the Superintendent of Schools, a certificate of such attendance signed by the Executive Secretary of the Association.

- 6. PROFESSIONAL DAYS

Secretaries shall be entitled to full pay for not more than two days during the school year when this absence is due to attendance at an approved professional conference or workshop, subject to the following. Attendance shall be job-related and subject to the approval by an immediate supervisor and/or the Superintendent of Schools at least ten (10) days prior to said conference or workshop. Formal request for staff development training submitted to the Assistant Superintendent of Curriculum and Instruction shall be supported by the Human Resource Office. Proof of attendance shall be filed with that supervisor within five (5) days from the date of attendance. Reimbursement shall follow established Board policy.

ARTICLE VIII

VACATION SCHEDULES

- A. 12 month employees shall receive an annual vacation in accordance with the following schedule:

- 1. Employees having worked for the Board for a continuous period of not more than one year, as of June 30th of any year, shall receive a vacation, with pay, at the regular rate of one working day for each month of continuous service, exclusive of the first two months of such service.
- 2.

| | | | |
|----------|---|--------------------|--------------------|
| 1 year | - | less than 5 years | ...10 working days |
| 5 years | - | less than 10 years | ...15 working days |
| 10 years | - | less that 25 years | ...20 working days |
| 25 years | - | and over | ...25 working days |

- B. All vacations shall be taken on consecutive days unless the Board of Education and the employee agree on a division of the vacation time. Effective July 1, 2012, all employees will carry over no more than ½ of their unused vacation days. All unused vacation time must be taken in the following annual period. No accumulated vacation periods will be allowed after one year from the date of the accrual of the vacation.
- C. The vacation anniversary date shall coincide with the date employment began for all unit members, except those hired after July 1, 2003, who shall have as an anniversary date the next succeeding July 1.

ARTICLE IX

INSURANCE PROTECTION - MEDICAL - PRESCRIPTION PLAN- DENTAL PLAN - VISION PLAN

- 1. The Board agrees to pay 100% of the premium cost of a health plan or equivalent including a prescription plan, dental plan and vision for all full time employees covered by this agreement and their immediate families (spouse, Civil Union Partners, and eligible children), following ninety (90) days of employment with the Irvington Board of Education. Effective November 1, 2009, the prescription plan shall be a 15/10/5 co-pay (brand name/generic/mail order). Employees who wish to avail themselves of the aforesaid insurance coverage must make application for coverage to the Board for themselves and for all eligible members of their family who wish to be covered by insurance. Benefit levels shall remain equal to or better than existing plans if and when the Board changes carriers. The Board of Education and the Association agree to abide by New Jersey Statutes and Laws regarding health benefits.

In the event a new employee has no coverage and wishes to make application for health coverage, during their first ninety (90) days of employment, the premium to be paid by employee shall be at the group rate.

Prior to executing any change in carrier, the Board shall discuss with the Association in good faith the proposed changes. The Board will provide all relevant data concerning the new program. If required by the Association, the Board shall arrange for consultation between the Insurance carrier and the appropriate officers of the Association, prior to executing any contemplated change.

RETIREMENT BENEFITS

- 2. Any employee covered under the terms of this agreement, who retires after twenty-five (25) years of employment with Irvington School District shall be entitled to fully paid Irvington health benefits (excluding dental and vision). The employees' surviving spouse, if enrolled prior to the employee retirement shall be entitled to Irvington health retirement benefits (excluding dental and vision), with premium paid 100% by the Board. Any employee hired after July 1, 2000 will not be eligible for Board paid retiree health benefits including health and prescription benefits, regardless of years of service or age.

Any employee covered under the terms and conditions of this agreement, who has twenty-five (25) years of contribution into the Public Employees Retirement System and meets the other requirements of the State of New Jersey, shall be entitled to fully paid health benefits as offered by the State of New Jersey Health Plan, if he/she elects to do so.

Any employee covered under the terms and conditions of this agreement and meets the requirements for the State of New Jersey health retirement benefits, and selects the State of New Jersey Health (retirement) Plan, in lieu of the Irvington health retirement benefits, shall also receive Family Dental coverage benefits with the premium paid 100% by the Board of Education.

Any employee covered under the terms of this agreement, who retires after twenty (20) years of service with Irvington School District, and has attained age 65 or over at time of retirement, shall be entitled to fully paid health benefits, including prescription, (excluding dental and vision). The employees' surviving spouse, or Civil Union Partner, if enrolled prior to the date of employee retirement, shall be entitled to retirement benefits as aforesaid, with premium paid 100% by the Board. Any employee hired after July 1, 2000 will not be eligible for Board paid retiree health benefits including health, dental and prescription benefits, regardless of years of service or age.

ARTICLE X

NOTICE OF VACANCY

The President of the Irvington Education Association will be notified of all permanent vacancies or promotions for positions incorporated in this Agreement and each school and Administrative Office shall be posted. It is specifically understood and agreed that the Board of Education reserves the sole right to make all final decisions with regard to promotions or filling vacant positions. All applicants for vacancies and/or promotional positions, shall receive an interview as well as a written reply to their status of the position/s in question. All postings announcing vacant positions shall state the applicable salary range for the positions.

ARTICLE XI

GRIEVANCE PROCEDURE

1. DEFINITIONS

The term "grievance" means a complaint by any employee or group of employees that, as to them, there has been an inequitable, improper or unjust application, interpretation or violation of this agreement.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

- (a) the failure or refusal of the Board to renew a contract of a non-tenured employee.
- (b) in matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education, or the State Board of Education.
- (c) in matters where the Board is without authority to act.
- (d) in matters involving the sole and unlimited discretion of the Board.

The term "employee" shall mean any regularly employed individual who is a member of the negotiation unit as set forth in Article I herein.

The term "representative" shall include any organization, agency or person authorized or designated by any employee, or any group of employees, or by the association, or by the Board, to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

The term "party" means an aggrieved employee who may be affected by the determination of the Superintendent or the Board Secretary in connection with the procedure herein established.

2. PROCEDURE

- (a) An aggrieved employee shall institute action under the provisions hereof within 30 calendar days of the occurrence complained of. Failure to act within the said 30 days shall be deemed to constitute an abandonment of the grievance and the grievance shall be barred.
- (b) An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
- (c) In the presentation of a grievance, the employee shall have the right to present his/her own appeal, or to designate an authorized representative of the Irvington Education Association to appear with, and represent him/her at any step of this appeal. A minority organization shall not have the right to present or process a grievance.
- (d) Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
- (e) In the event a grievance should be filed by any employee who is not subject to the jurisdiction of any Principal, or who may be answerable to more than one person, he/she shall discuss his/her grievance initially with the Superintendent and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.
- (f) In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within 30 calendar days of the issuance of said order, ruling or directive, or within 30 calendar days of the time when same have been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth:
 - (1) The order, ruling or determination complained of;
 - (2) The basis of the complaint;
 - (3) A request for a hearing if a hearing is desired;
 - (4) Identifying all of the specific grievants;
 - (5) Identifying the specific contract provisions alleged to have been violated, if any,
 - (6) Stating the specific relief sought.

A copy of the writings set forth above shall be served upon the Superintendent, one of which shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

- (g) Upon receipt of a grievance filed under the provisions of Paragraph (f), the procedure shall be set forth in levels (b) - (c) - (d) and (e) of this agreement.
- (h) All employees who are members of the bargaining unit as set forth in Article I herein, shall be entitled to resort to the full procedure herein above set forth.
- (i) No grievance proceedings shall be scheduled during working hours.

3. LEVELS

Level 1. - An employee shall first discuss his grievance orally with his immediate supervisor. A decision shall be rendered within 3 days (school days) of said hearing. The said immediate supervisor shall make a record of the time and date of his discussion and a copy delivered to the grievant.

Level 2. - If the grievance is not resolved to the employee's satisfaction within three (3) school days from the determination referred to in Level 1, the employee shall submit his/her grievance in

writing, specifying in detail, the following paragraphs a-b-c, with copies to be submitted to the school Principal and to the immediate supervisor of the aggrieved employee:

- (a) The nature of the grievance;
- (b) The results of the previous discussion;
- (c) The basis of this dissatisfaction with the determination;
- (d) Each of the components required in Section 2(f) above.

Level 3. - Within 5 school days from the receipt of the written grievance, (unless a different period is mutually agreed upon) the Superintendent shall hold a hearing, at which time all parties of interest shall have the right to be heard.

Within 5 school days of said hearing, (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, of the determination and shall forward a copy of said determination to the school Principal and to the immediate supervisor of the aggrieved employee.

Level 4. - In the event of the failure of the Superintendent to act in accordance with provision of Level 3, and/or in the event a determination by either one, in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within 10 days of the determination, may appeal to the Board of Education.

Where an appeal is taken to the Board, there shall be submitted by the appellant:

- (a) the writings set forth in Levels 2 and 3 and a further statement, in writing, setting forth the appellant's dissatisfaction with the Superintendent. A copy of said statement shall be furnished to the Board Secretary and to the adverse party.

If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing, a hearing shall be held by the Board of a committee of three (3) or more Board Members designated by the Board.

The Board, of said committee, shall make a determination within ten (10) calendar days from the receipt of the grievance and shall, in writing, notify the employee, his/her representative, if there be one, the Principal, the Superintendent of its determination. This time period maybe extended by mutual agreement of the parties.

Level 5. - If the aggrieved person is not satisfied with the disposition of his grievance at Level 4, or if no decision has been rendered within 15 school days after a decision by the Board, or the committee, or five (5) school days after he/she first met with the Board or the committee, whichever is sooner, the aggrieved person may request in writing that the association submit his/her grievance to arbitration by the Public Employment Relations Commission. A copy of said request shall be submitted to the Board within the aforementioned time specified.

If the Association determines that the grievance is meritorious and that submitting it to arbitration is in the best interest of the employee and school system, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person. Failure to act within the time specified in this paragraph shall be deemed to constitute an abandonment of the grievance.

The arbitrator shall be without authority to add to, delete from or in any way modify the terms of this agreement.

The cost for the services of the arbitration, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room, shall be borne equally by the Board and the Association.

The decision of the Arbitrator shall be final and binding on the parties.

ARTICLE XII

ASSOCIATION AND/OR MEMBER RIGHTS

1. Negotiation of Successor Agreement - The Board agrees not to negotiate concerning said employees in the negotiation unit as defined in Article I of this Agreement with any organization other than the Association for the duration of the Agreement.
2. Nothing contained herein shall be construed to deny or restrict to any employee, such as rights as he may have under the law of New Jersey, or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
3. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
4. Supervisory and administrative staff are hereby empowered to summarily order off the school premises, any employee who reports to work in an unfit condition, or if he/she violates any of the foregoing rules, or is guilty of neglect or misbehavior. In addition, the Board, for just cause, may terminated the employment, discharge, dismiss or suspend said employee or reduce his/her compensation, all subject to the provisions of the Tenured Hearing Act in the case of tenured employees, and any changes in procedure when enacted in law.
5. The Board and the Association agree that the Association shall have the right to use school building at reasonable times for meetings and other Association activities within the provisions of the Board rules and regulations. Said use to be with the prior approval of the Board Secretary or a designated representative.

Any criticism by a supervisor, administrator or Board member concerning the work performance of a secretarial unit employee shall not be made in the presence of public, students, parents, other employees and at public gatherings unless circumstances otherwise warrant.

ARTICLE XIII

TARDY DEDUCTIONS

After accumulating three (3) unexcused cases of tardiness in one year, employees covered under the terms and conditions of this agreement, shall forfeit fifteen minutes (15) deduction for each quarter of an hour tardy or fraction thereof, for subsequent incidents within the year, and shall be subject to further disciplinary action, as warranted.

ARTICLE XIV

ALTERATION OF AGREEMENT

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 XV

AUTHORIZATION FOR DEDUCTION/REPRESENTATIVE FEE

1. (a) Deduction for payment of dues; authorization; withdrawal. Whenever any person holding employment, whose compensation is paid by this State, or by any County, Municipality, Board of Education or authority in this State or by any Board, body, agency, or commission thereof, shall indicate in writing to the proper disbursing officer, his desire to have any deductions made from his/her compensation, for the purpose of paying the employee's dues to a bona fide employee organization, designated by the employee in such request, and of which said employee is a member, such disbursing officer shall transmit the sum so deducted to the employee organization designated by the employee in such request.
- (b) Any such written authorization may be withdrawn by such person holding employment at any time by the filing of notice of such withdrawal with the above mentioned disbursing officer. The filing of notice of withdrawal shall be effective to half deductions as of January 1 or July 1 next, succeeding the date on which notice of withdrawal is filed.

PURPOSE OF FEE

2. (a) Effective September 1, 1981, if a member of the bargaining unit covered under the terms of this agreement does not become a member of the Association during any membership year, (i.e., from September 1 to the following August 31) prospectively, which is covered in whole or in part by this Agreement, said employee will be required to apply 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

1. Notification - Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members shall not exceed 85% of that amount.
2. Legal Maximum - In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in the amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law.

(c) DEDUCTION AND TRANSMISSION OF FEE

1. Notification - Once during each membership year covered in whole or in part this agreement, the Association will submit to the Board, a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with Paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
2. Payroll Deduction Schedule - The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
3. 15 calendar days after receipt of the aforesaid list by the Board; or

4. 45 calendar days after the employee begins his/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 an layoff, in which event, the deductions will begin with the first paycheck paid 15 calendar days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. TERMINATION OF EMPLOYMENT - If an employee who is required to pay a representation fee terminates his/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.
4. MECHANICS - Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
5. NEW EMPLOYEES - On or about the 1st 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 were actively employed in a bargaining unit position, as defined in this agreement, during the preceding 30-day period. This list will include names, job titles and dates of employment for all such employees.
6. SAVE HARMLESS - It is specifically understood and agreed that the Irvington Board of Education Association and its parent organization (N.J.E.A.) shall indemnify and hold the forms of liability, including liability for reasonable Counsel Fees and other legal costs and expenses that may arise out of, or by reasons of any action taken or not taken by the Irvington Board of Education in conformance with this provision.

ARTICLE XVI

CHAIRPERSON'S RELEASED TIME

The Association Chairperson shall be allowed released time from his/her assigned duties for grievance and arbitration purposes only, and providing further, that such released time is approved by his/her immediate supervisor and counter-approved by the Superintendent. It is further agreed that if there is an abuse of the said release time, the Board of Education has the sole right to discontinue this practice for the Association Chairperson.

Two Association representatives shall be released at 3:15 p.m. one day per month, September through June, to attend IEA Executive Board meetings.

ARTICLE XVII

SALARY GUIDES

The following guides for the administration of salaries shall apply for the effective dates as listed.

- a. 12 month employees who have six (6) months of service during a school year and 10 month employees who have five (5) months of service or more during a school year shall receive their full increments. Employees with less than the requirements shall not receive any increment.
- b. The Board agrees to provide the Association with a list of all secretaries, job titles and the names of the employees holding the positions.

- c. At the discretion of the Board, newly hired employees shall be given up to four (4) years experience credit for any previous, related work experience.
- d. No increment shall be withheld for unsatisfactory performance unless the employee has received notice of deficiency with specific recommendation/s for improvement, 60 calendar days prior to the Board action to withhold said increment. Staff receiving unsatisfactory notice, shall be re-evaluated prior to recommendation/s to the Board, to assess improvements.
- e. An employee assigned for the purpose of 'calling substitute teachers' shall receive in each school year, in addition to her/his regular salary, the following stipend:

| | |
|-----------|---------|
| 2011-2014 | \$3,294 |
|-----------|---------|

All time required for 'calling substitute teacher' shall be in addition to the employees' regular hours and duties.

Payments for 'calling substitute teachers' shall be made on a quarterly basis, November 15th; January 30th; April 15th; and June 30th of each school year.

f. Salary Guide Placement When Promoted.

- (1) Any employee on salary schedule A or B who shall be promoted to a position with a different salary guide shall be placed at a salary step representing the dollar amount generating an increase in salary as compared to their existing salary.
- (2) If said placement following the above formula results in a step number less than the step number previously held they shall be given one additional step in the calculation outlined in (1) above.
- (3) In the event of a promotion from or to a position involving a longer or shorter work year, the present salary shall first be prorated according to the length of the new position but on the present salary guides and then steps A and B above shall be applied.

TERMS OF SALARY SETTLEMENT

The Board and the Irvington Education Association agree to the following salary guides for school years 2011-2014.

All increases are inclusive of increment and the guides shall be mutually developed. All monies are retroactive to July 1, 2011 for 12 months and 10 months employees respectfully from date of ratification.

Salary Guide 2011-2012

| Step | A10 | A12 | B10 | B12 | C12 |
|-------------|------------|------------|------------|------------|------------|
| 1 | 27,802 | 33,916 | 30,025 | 35,952 | 38,812 |
| 2 | 28,009 | 34,124 | 30,233 | 36,160 | 39,020 |
| 3 | 28,217 | 34,332 | 30,441 | 36,367 | 39,228 |
| 4 | 28,425 | 34,540 | 30,649 | 36,575 | 39,436 |
| 5 | 28,633 | 34,748 | 30,857 | 36,783 | 39,644 |
| 6 | 28,841 | 34,955 | 31,064 | 36,991 | 39,851 |
| 7 | 30,309 | 36,360 | 32,703 | 38,671 | 41,590 |
| 8 | 32,050 | 37,834 | 34,370 | 40,350 | 43,444 |
| 9 | 33,845 | 39,823 | 36,038 | 42,147 | 45,474 |
| 10 | 35,717 | 41,930 | 37,735 | 44,464 | 47,505 |
| 11 | 38,877 | 46,313 | 40,803 | 48,514 | 51,300 |
| 12 | 40,945 | 48,249 | 42,846 | 50,398 | 53,152 |
| 13 | 43,012 | 50,185 | 44,890 | 52,281 | 55,005 |
| 14 | 45,080 | 52,121 | 46,933 | 54,165 | 56,857 |

SECRETARIES 'A' 12 MOS.
Guidance Clerk

SECRETARIES 'A' 10 MOS.

Clerk/Typist
Athletic Clerk
Dental/Register Clerk
Medical Clerk

SECRETARIES 'B' 12 MOS.
Secretaries
Lead Secretary-Add \$600.00

SECRETARIES 'B' 10 MOS.
Lead Secretary-Add \$600.00

SECRETARIES 'C' 12 MOS.
Assistant Administrative Secretaries
Assistant Bookkeepers

STIPEND:

Any secretary who also serves as a Board approved bus driver shall receive a \$500 stipend.

LONGEVITY:

Add \$700 after fifteen years of continuous (excluding Board approved leaves) service. Any employee hired on or after January 19, 2012 will not be entitled to longevity.

Note: In the 2011-2012 school year, all secretaries (except for those on step 12) will remain on the same step that they were on during the 2010-2011 school year; but, they will be paid at the new 2011-2012 salary guide rate. Those secretaries who were on step 12 during the 2010-2011 school year will move to step 14 for the 2011-2012 school year. All secretaries in subsequent years will remain on the same step and will receive their respective new salary in each year.

Salary Guide 2012-2013

| Step | A10 | A12 | B10 | B12 | C12 |
|------|--------|--------|--------|--------|--------|
| 1 | 28,402 | 34,516 | 30,625 | 36,552 | 39,412 |
| 2 | 28,609 | 34,724 | 30,833 | 36,760 | 39,620 |
| 3 | 28,817 | 34,932 | 31,041 | 36,967 | 39,828 |
| 4 | 29,025 | 35,140 | 31,249 | 37,175 | 40,036 |
| 5 | 29,233 | 35,348 | 31,457 | 37,383 | 40,244 |
| 6 | 29,441 | 35,555 | 31,664 | 37,591 | 40,451 |
| 7 | 30,909 | 36,960 | 33,303 | 39,271 | 42,190 |
| 8 | 32,650 | 38,434 | 34,970 | 40,950 | 44,044 |
| 9 | 34,445 | 40,423 | 36,638 | 42,747 | 46,074 |
| 10 | 36,317 | 42,530 | 38,335 | 45,064 | 48,105 |
| 11 | 39,977 | 47,413 | 41,903 | 49,614 | 52,400 |
| 12 | 42,045 | 49,349 | 43,946 | 51,498 | 54,252 |
| 13 | 44,112 | 51,285 | 45,990 | 53,381 | 56,105 |
| 14 | 46,180 | 53,221 | 48,033 | 55,265 | 57,957 |

SECRETARIES 'A' 12 MOS.

Guidance Clerk

Clerk/Typist
Athletic Clerk
Dental/Register Clerk
Medical Clerk

SECRETARIES 'A' 10 MOS.

SECRETARIES 'B' 12 MOS.

Secretaries
Lead Secretary-Add \$600.00

SECRETARIES 'B' 10 MOS.

Lead Secretary-Add \$600.00

SECRETARIES 'C' 12 MOS.

Assistant Administrative Secretaries
Assistant Bookkeepers

STIPEND:

Any secretary who also serves as a Board approved bus driver shall receive a \$500 stipend.

LONGEVITY:

Add \$700 after fifteen years of continuous (excluding Board approved leaves) service. Any employee hired on or after January 19, 2012 will not be entitled to longevity.

Note: In the 2011-2012 school year, all secretaries (except for those on step 12) will remain on the same step that they were on during the 2010-2011 school year; but, they will be paid at the new 2011-2012 salary guide rate. Those secretaries who were on step 12 during the 2010-2011 school year will move to step 14 for the 2011-2012 school year. All secretaries in subsequent years will remain on the same step and will receive their respective new salary in each year.

Salary Guide 2013-2014

| Step | A10 | A12 | B10 | B12 | C12 |
|------|--------|--------|--------|--------|--------|
| 1 | 29,272 | 35,386 | 31,495 | 37,422 | 40,282 |
| 2 | 29,479 | 35,594 | 31,703 | 37,630 | 40,490 |
| 3 | 29,687 | 35,802 | 31,911 | 37,837 | 40,698 |
| 4 | 29,895 | 36,010 | 32,119 | 38,045 | 40,906 |
| 5 | 30,103 | 36,218 | 32,327 | 38,253 | 41,114 |
| 6 | 30,311 | 36,425 | 32,534 | 38,461 | 41,321 |
| 7 | 31,779 | 37,830 | 34,173 | 40,141 | 43,060 |
| 8 | 33,520 | 39,304 | 35,840 | 41,820 | 44,914 |
| 9 | 35,315 | 41,293 | 37,508 | 43,617 | 46,944 |
| 10 | 37,187 | 43,400 | 39,205 | 45,934 | 48,975 |
| 11 | 40,847 | 48,283 | 42,773 | 50,484 | 53,270 |
| 12 | 42,915 | 50,219 | 44,816 | 52,368 | 55,122 |
| 13 | 44,982 | 52,155 | 46,860 | 54,251 | 56,975 |
| 14 | 47,180 | 54,221 | 49,033 | 56,265 | 58,957 |

SECRETARIES 'A' 12 MOS.

Guidance Clerk

Clerk/Typist

Athletic Clerk

Dental/Register Clerk

Medical Clerk

SECRETARIES 'A' 10 MOS.

SECRETARIES 'B' 12 MOS.

Secretaries

Lead Secretary-Add \$600.00

SECRETARIES 'B' 10 MOS.

Lead Secretary-Add \$600.00

SECRETARIES 'C' 12 MOS.

Assistant Administrative Secretaries

Assistant Bookkeepers

STIPEND:

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ARTICLE XVIII

TUITION REIMBURSEMENT

The tuition reimbursement shall be established at \$12,000.00 per year. The unused amount will not carry over from year to year.

Secretaries may take job related accredited and non-accredited courses and CEU hours approved in advance by the Superintendent following standard Board policy. The Board shall provide each unit member with an accounting of earned CEU hours each October.

Tuition reimbursement shall be made on a first-come, first-served basis predicated on the date of receipt of written application in the Superintendent's office. Reimbursement shall be at the cost of up to one half (1/2) of up to a maximum of \$1,000.00 per year.

Satisfactory documentation of all costs, proof of attendance and passing grades must be submitted within 45 days of completion of the course before payment will be authorized. Once the annual fund is used up, there shall be no further reimbursement available in that contract year.

PROFESSIONAL DEVELOPMENT

The Board of Education shall be provided ten (10) hours of in-service professional development opportunities during each calendar year. These opportunities shall occur during the teacher in-service schedule.

ARTICLE XIX

MISCELLANEOUS

1. Reference is made R.S. 18:5-54.5, the provisions of which are herein incorporated. All employees are required to comply with the statutory health requirements and to submit to the medical examinations as provided by law, as a condition of continued employment.
2. When such interpretation is appropriate, any word denoting gender used herein shall include all persons, and words used in the singular, shall include the plural.
3. TRANSPORTATION EXPENSES - All mileage, in lieu of actual expenses of transportation allowed any employee covered under the terms of the Agreement, traveling by his/her own automobile on approved school-related business, away from his/her designated post of any duty, shall be paid at the current OMB (Office of Management and Business) rate per mile. In the event public school employees become eligible to be paid at the IRS rate, the employees will be paid at the higher of the two (2) rates. Said reimbursement shall be made after signed approval by the Board Secretary or the Finance Director.

ARTICLE XX

AGREEMENT BETWEEN:

THE IRVINGTON BOARD OF EDUCATION
AND
THE IRVINGTON EDUCATION ASSOCIATION
(SECRETARIES)


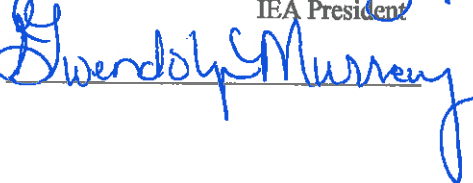
This agreement shall become effective on the 1st day of July, 2011, and remain in full force and effect for a period of three (3) years and shall expire on the 30th day of June 2014.


IN WITNESS WHEREOF, the parties have caused this agreement to be executed and have set their hands and seals thereto, executing this agreement by their duly authorized agents this 1st day of August 2012.

THE IRVINGTON EDUCATION
ASSOCIATION (SECRETARIES)

THE IRVINGTON BOARD.
OF EDUCATION:

Negotiation Committee Chairperson


IEA President



Board President

ATTEST 
Board Secretary

