

AGREEMENT

Between

the Fair Lawn Board of Education

and

the Fair Lawn Association of Educational Secretaries

July 1, 2023 - June 30, 2026

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PREAMBLE

This Agreement is made and entered into the 10th day of May, 2023 by and between the Board of Education of the School District of Fair Lawn, in the Borough of Fair Lawn, New Jersey, hereinafter referred to as the “Board,” and the Fair Lawn Association of Educational Secretaries, hereinafter called the “Association,” effective July 1, 2023.

ARTICLE I
PRINCIPLES

- A. This Agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the positions set forth in Appendix “A” attached hereto and made a part hereof.
- B. The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this Agreement or of policies or regulations of the Board and accordingly herein agreed upon a grievance procedure for the effective processing of such disputes.
- C. The Board and the Association, the parties to this Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support and seek to fulfill.
- D. Despite reference to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificates of resolution) of authority to act.
- E. Any existing Board policy, administrative rule or regulation which is in conflict with a term or condition of employment set forth herein shall, to the extent of such conflict, be superseded and replaced by the terms of this Agreement. Nothing in this Agreement which changes a pre-existing policy, rule or regulation will operate retroactively unless expressly so stated herein.

ARTICLE II
RECOGNITION

- A. The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to the terms and conditions of employment on behalf of all employees in the positions set forth in Appendix “A” attached hereto and made a part hereof.
- B. Unless otherwise indicated the term “employee,” when used hereinafter in this Agreement, shall refer to all employees in the negotiating unit as above defined.
- C. Except as otherwise identified, all provisions of this agreement shall apply to all unit members identified in the recognition clause.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITION

1. A “Grievance” is a claim by an employee or the Association based upon the interpretation, application or violation of this agreement, policies or administrative decisions affecting terms and conditions of employment.
2. A grievance to be considered under this procedure must be initiated by the employee by the completion and execution of the necessary forms within thirty (30) days of the time the employee knew or should reasonably have known of its occurrence. Failure to act within said thirty (30) days shall be deemed an abandonment of the grievance.
3. An “aggrieved employee” is the person or persons who have executed the necessary forms and filed the grievance.
4. In addition to the Board and the Superintendent or his designee, a “party in interest” means an aggrieved employee, the employee's immediate supervisor and/or any staff member in the chain of administration below the Superintendent or his designee.
5. The term “representative” shall constitute the person designated by the Association to represent the Association and/or the aggrieved employee at the grievance proceedings. Nothing herein shall prevent the aggrieved employee from representing herself/himself. When an employee refuses representation by the Association, the Association shall have the right to be present and present its views at all stages of the grievance procedure.
6. The term grievance and these grievance procedures shall not apply to the following:
 - a. To a case arising out of official action by the Board of Education except as such action shall apply to any article of this Agreement.
 - b. The failure or refusal of the Board to renew the contract of any non-tenure employee.
 - c. Any case in which the employee is claiming tenure under the provisions of N.J.S.A. 18A:17-2 where charges have been brought against such employee pursuant to the provisions of the Tenure Employees Hearing Law, N.J.S.A. 18A:6-10 et seq. In such cases the procedure to be followed shall be that set forth in N.J.S.A. 18A:6-10 et seq.

B. PURPOSE

The purpose of this procedure is to secure at the lowest possible level, solutions to the problems relating to employment which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Level One

Any employee who has a grievance shall discuss it first with the employee's supervisor in an attempt to resolve the matter informally at that level.

2. Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, the employee may set forth his/her grievance in writing to his/her supervisor on the grievance forms provided. The supervisor shall communicate his/her decision to the employee in writing, with reasons, within five (5) school days of receipt of the written grievance. If the supervisor determines that he/she lacks jurisdiction to resolve the grievance, he/she shall, promptly upon filing of same, waive his/her right to render a decision and forward the written grievance to the Superintendent for his determination in accordance with the provisions hereinafter set forth.

3. Level Three

The employee, no later than five (5) school days after receipt of the supervisor's decision may appeal the supervisor's decision to the Superintendent of Schools or his designee. The appeal to the Superintendent or his designee must be made in writing, reciting the matter submitted to the supervisor as specified above and the employee's dissatisfaction with the decision previously rendered, furnishing the specific reasons for dissatisfaction. The Superintendent or his designee shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Superintendent or his designee shall communicate his decision in writing with the reasons to the aggrieved employee and the supervisor.

4. Level Four

If the aggrieved employee is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent or his designee, the employee may, within five (5) school days after a decision by the Superintendent or his designee or fifteen (15) school days after the grievance was delivered to the Superintendent or his designee, whichever is sooner, request in writing that the grievance be forwarded to the Board of Education. The Board of Education shall act on the grievance and shall

inform the aggrieved employee and the Superintendent, or his designee of the decision reached within twenty (20) school days of its receipt by the Board.

5. Level Five

- a. If the aggrieved employee is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within twenty (20) school days after the grievance was received by the Board of Education, the employee may, within five (5) school days after a decision by the Board of Education, or twenty (20) school days after receipt of the grievance by the Board, whichever is sooner, request in writing that the Association submit the grievance to binding arbitration. If the Association determined that the grievance is meritorious, it may submit the grievance to binding arbitration within fifteen (15) school days after the receipt of a request by the aggrieved employee. The Superintendent or his designee shall be so notified in writing.
- b. Within five (5) school days after such written notice of submission to binding arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission (PERC). The parties shall then be bound by the rules established by PERC in the selection of an arbitrator.
- c. The arbitrator so selected shall confer with the parties within ten (10) school days of his selection. He shall limit himself to the issue(s) presented to him, and shall be without authority to make any decision which requires the commission of an act prohibited by law. The arbitrator shall not have the power to add anything to, nor subtract anything from, this Agreement.
- d. The arbitrator shall ask that all supportive evidence be placed before him. He shall issue a decision within thirty (30) school days of the last meeting with the parties. The arbitrator's decision shall be in writing and shall set forth his findings, reasoning, and conclusions on the issue(s) submitted. Copies of the arbitrator's decision shall be issued to the aggrieved employee, the Association and the Board, and shall be binding on both parties.

D. COSTS FOR BINDING ARBITRATION

The cost for the services of the arbitrator, 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. Any other expenses incurred shall be paid by the party incurring same.

E. MISCELLANEOUS

1. If more than one employee files the same grievance, the Association may request, in writing, addressed to the Superintendent or his designee, that the procedures set forth in Levels One and Two be waived and the matter presented de novo at Level Three and the grievance procedure continue as provided thereafter. The Superintendent or his designee must furnish an answer within five (5) school days. If the reply is in the negative, the employee will continue with these procedures commencing with Level One.
2. With the exclusion of Level One, all decisions rendered shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Association.
3. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
4. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent or his designee and the Association, and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this Article.
6. Any party in interest may request and be entitled to have a representative present at any meeting or hearing in which the employee is required to be present or furnish testimony or information relative to a grievance.
7. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits, unless notice by either party due to illness, shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits, unless notice by either party due to illness, shall be deemed to be acceptance of the decision rendered at that step.
8. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
9. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

10. The grievance procedure shall proceed as set forth herein above notwithstanding that school is not in session due to summer vacation, in which event all references herein to "school days" shall mean "weekdays."

ARTICLE IV
TERMINAL LEAVE REMUNERATION PLAN

- A. Upon retirement with receipt of immediate benefit of a covered employee, age 55 or over, who has been continuously employed by the Fair Lawn Board of Education for at least fifteen (15) years, the following applies: For the term of this contract, the terminal leave payment shall be equal to the employee's number of accumulated terminal leave days multiplied by the daily accumulation rate of \$75 per day, with a maximum of \$11,500. in the 2023-2026 school years. Part-time employees shall be entitled based on a prorated daily accumulation rate.
- B. The accumulated terminal leave days shall be 100% of the unused regular sick days plus the applicable unused personal business days as provided in Article X, Section A 2 c). Accumulation of sick days shall begin with the year of employment. Accumulation of the leave of absence days described in Article X, Section A 2 c) shall begin with the year of employment.
- C. Eligibility for terminal leave remuneration requires that the employee provide notice in writing to the district 6 months prior to the requested date of retirement in order to receive payment upon retirement. Non-compliance with the notice requirement will make the employee ineligible for the terminal leave remuneration, the only exceptions being retirement for reasons of documented illness of the employee or spouse, or transfer of a spouse requiring a family relocation.
- D. All employees covered by this Agreement are eligible to participate in this program. Employees employed for less than a full year shall accumulate a prorated share of terminal leave days.
- E. Payment shall be made in September or December in the same calendar year of the termination in a lump sum payment.
- F. In the event of death of an eligible terminated employee, prior to collecting the full benefits, his or her estate shall be paid for the remainder.

ARTICLE V
SALARIES AND HOURS OF WORK

- A. Any member of the collective negotiations unit who is promoted to a higher job category grade level shall be placed on the appropriate guide column at the same step level as the employee was located in the former category; for example, a Class IV employee on step 2 who is promoted to Class VI would be placed on step 2 of the Class VI salary guide.

- B. New employees, or current district employees not within the collective negotiations unit who are appointed to a position within the collective negotiations unit, may be granted salary credit for previous comparable work experience as determined in the sole discretion of the Superintendent of Schools or his designee.
- C. For purposes of determining an hourly rate for a position, the annual salary for such position shall be divided by the annual number of hours worked or 1,820 hours for 12 months; 1,680 hours for 11 months; and 1,519 hours for 10 months.
- D. The regular work week shall be 35 hours and the regular workday shall be 7 hours, exclusive of the lunch period. The Superintendent of Schools shall have the right to establish and change work schedules, provided that the regular workday will not commence before 7:30 and will not end later than 4:30. Nothing contained herein shall prevent the Board or its administration from directing an employee to report to work before 7:30 a.m. or remain beyond 4:30 p.m., when necessary.
- E.
 - (1) Authorized overtime shall be compensated at the rate of time and one-half for all hours over thirty-five (35) worked in any one work week.
 - (2) Authorized work on a Saturday shall be compensated at the rate of time and one-half.
 - (3) Authorized work on a Sunday or Holiday when school is not in session, or when an employee is called in to work on a day when school is closed due to inclement weather, shall be compensated at a double time rate.
- F.
 - (1) All 12 month employees on this salary schedule shall be entitled to two days off, in addition to any legal holidays, during the Winter and Spring breaks , provided the breaks are included in the annual calendar.
 - (2) 10-month Clerk and Media Aides shall be employed during the period of September 1st through June 30th and shall be entitled to the entire Winter and Spring breaks off, provided the breaks are included in the annual calendar, without pay, except for federal holidays.
 - (3) All 10-month full-time employees on this salary schedule shall be employed during the period of September 1st through June 30th and shall be entitled to the entire Winter and Spring breaks off, provided the Breaks are included in the annual calendar
 - (4) The work year for the following two employees shall be determined by the Community School Director:
 - Community School Secretary —12 months (11/12 time prorated)
 - Community School Data Entry Support —12 months (3/4 time prorated)
- G. When calculating salary less substitute pay for employees who have used all of their sick days in accordance with Article VIII of this contract, the actual amount paid the substitute will be deducted.

- H. An employee whose work year is reduced, shall be moved to a lower class level in accordance with the new assignment and paid in accordance with the new class level.
- I. Except in an emergency or evacuation, employees covered by this agreement shall not be required to supervise students. Under no circumstances shall employees covered by this agreement be required to instruct or discipline students.
- J. All employees will be paid at their regular hourly rate for late openings, early closings and snow days for only those days or hours which they would normally work.
- K. Ten-month elementary principals' secretaries and clerk aides may work, if needed, a maximum of two (2) days in July and five (5) days in August. They will be compensated at their regular rate of pay. The administration and secretary/clerk aide will mutually agree upon the day and hours worked.
- L. Any 10 or 12-month secretary with an annualized base salary, who has completed 15 years of full-time secretarial service in the District, will receive an annual longevity stipend of \$1,000. This longevity stipend will not be part of the negotiated percentage of raise on the salary guide.
- M. When a clerk/media aide, who is currently employed in the District, is promoted to a full-time position on the existing salary guide, the employee shall be placed on the appropriate salary guide column according to the new full-time position and shall be placed on the appropriate initial salary guide step as follows:

<u>Full years of in-District experience</u>	<u>Initial Step</u>
One (1) to nine (9) years	Step 1
Ten (10) or more years	Step 2

N. Class/Column Increase Procedures

- 1. Initiation of Class/Column Change: The Association or an administrator can request an increase in Class/Column when substantial additional and continuous changes in job duties and responsibilities to the current FLAES position occurred or will occur. These changes can be made either formally or informally by an administrator, but must be reasonably believed to be by the requesting party a change in working responsibilities for the member.
 - a. The request for an increase shall be made within twenty (20) school days of acquiring knowledge of the proposed or actual changes to the job.
 - b. The request for change shall be in writing, specifying the additional substantial and continuous duties and responsibilities that are being or were assigned to the current position.
 - c. The administrator overseeing the position shall confirm in writing the performance of the substantial additional and continuous duties/responsibilities assigned within ten (10) school days of receiving notice of the request for a change.

- d. A committee comprised of two (2) FLAES members (not the member requesting a change) and the Director of Human Resources and one (1) building level or Central Office administrator will meet to review the request made within twenty-five (25) school days of receipt.
 - e. The committee will submit its recommendation(s) to the Superintendent of Schools within ten (10) school days of the meeting.
 - f. The Superintendent will review and determine within twenty (20) school days whether the change is warranted. If the change is warranted, the Superintendent will make a recommendation to the Board at the next scheduled Board of Education meeting. If the determination is that the change is not warranted, the Superintendent shall inform the Association within five (5) school days of making the determination.
 - g. The effective date of change of increase in Class/Column shall be no later than two (2) pay periods from the date of the Board of Education meeting where the change was approved.
- O. The only sections of Article V applicable to Clerk and Media Aides are Sections E(2-3), F(2), I, J, K and M.

ARTICLE VI
SENIORITY AND JOB SECURITY

LIMITED SENIORITY

- A. A limited seniority will be in effect only if a position is abolished in one of the classes. Seniority applies only to tenured personnel.
- B. If a position is abolished in a class, the person in that class with the least seniority as determined by hire date of a secretarial position within the Association, will be subject to a reduction-in-force even if that person's specific job or assignment has not been abolished. The Board of Education may reassign, at its sole discretion and its action will not be grievable.
- C. In the case of a transfer or promotion, seniority rights in the vacated class will no longer be in effect. There shall be no bumping from one class to another, and transfers and assignments remain the prerogative of the Board.
- D. If positions are added, the class in which an employee is placed is at the discretion of the Board of Education.
- E. Non-tenured personnel will have no seniority.
- F. Persons reduced in force will have no rights to be recalled to any position.
- G. An employee shall lose all accumulated school district seniority if that person is no longer employed by the district for any reason.

- H. When it is determined by the Board that a reduction in force shall take place, the employee(s) affected thereby and the Association shall be given notice thereof as soon as it is practicable, but no less than thirty (30) calendar days.
- I. The employer shall maintain an accurate, up to date seniority roster showing the date of hire and shall furnish copies of the roster to the Association yearly or as changes occur.

ARTICLE VII
VACATIONS

- A. Each twelve (12) month employee in the negotiating unit covered by this Agreement shall be entitled to the following vacation with pay, to be taken at the annual rate of pay such employees are receiving at the time such vacation were actually taken. Commencing July 1, 2023, for employees starting after July 1st, vacation during the first year of employment will be prorated at one vacation day per month worked, up to a maximum of ten (10) days. The second year of employment for those employees, for purposes of vacation shall start as of July 1. In the event of employment separation during that second year, payments for accumulated days shall be made pro-rata at one day per month worked. Upon hire, all employees shall receive up to 2 weeks vacation. If an employee is hired after July 1, vacation shall be prorated for the first school year of employment. Effective July 1 of the subsequent school year, said school year shall be the 2nd school year of employment, and the following schedule shall apply:

<u>Length of Uninterrupted Service</u>	<u>Vacation Time</u>
2 years or more but less than 5 years	2 weeks
5 years or more but less than 10 years	3 weeks
After ten (10) years	One (1) day shall accrue for each year to a Maximum of four (4) weeks

- B. Up to five (5) unused vacation days may carry over to the following school year and must be used by December 1st of that year.
- C. All 10 month employees hired prior to July 1, 2006 shall be entitled to four (4) days vacation pay after six (6) years of service.
- D. If, during an employee's vacation, a death in the employee's immediate family occurs, the bereavement days shall not be counted as vacation days to the extent they would otherwise be eligible to be a "Temporary Leave of Absence With Pay" pursuant to Article X of this agreement.
- E. This article shall not apply to hourly employees (Clerk/Media aides).

- F. All vacation plans must be submitted to the immediate supervisor for approval at least ten (10) days prior to a vacation period starting, unless otherwise approved by immediate supervisor.

ARTICLE VIII
SICK LEAVE

- A. **Regular**
All regularly employed 10 month personnel shall be entitled to ten (10) days sick leave per year with full pay. All regularly employed 12 month personnel shall be entitled to twelve (12) days sick leave per year with full pay. All unused days shall be accumulative.
- B. Employees may apply for extended sick leave after exhaustion of accumulated sick days, and such leave may be granted by the Board at its discretion, less the cost or estimated cost of a substitute, in accordance with the provisions of N.J.S.A. 18A:306. Extended sick leave days will not be automatically granted or banked.

ARTICLE IX

ATTENDANCE AT WORKSHOPS, CONFERENCES AND SEMINARS

- A. The Board recognizes that it shares responsibility with its secretarial staff for upgrading and updating performance and attitudes.
1. The Board shall provide for a maximum payment of \$300.00 per person for lodgings and mileage for school secretaries who choose to attend Secretarial Workshops, Conferences and Seminars during the School Year, within budgetary limitations, upon recommendation of the Superintendent or his designee, subject to approval of the Board of Education. Said approval shall be granted or denied within thirty (30) days of a request.
 2. **Tuition Reimbursement.** The Board of Education shall pay half of the cost of the tuition, to a maximum of \$650.00 per calendar year, for courses taken within the employee's present area of service. Exceptions to courses in the area of service may only be granted by the Superintendent of Schools. The total amount must be within budgetary limitations. Approval must be obtained from the Superintendent or his/her designee and the employee must obtain a passing grade of B or better for this course to be eligible for such reimbursement. Said approval shall be granted or denied within thirty (30) days of a request. Upon achievement of an Associate's degree related to the employee's area of service, and upon submission of proof of same, the employee will receive a one-time payment of \$400.00. Upon completion of a Bachelor's degree and proof of same the employee will receive either:
 - a.) A one-time payment of \$650 if no Associate's Degree payment has been made previously or
 - b.) A one-time payment of \$250 if a previous payment of \$400 was made for an Associate's Degree.
 - c.) All employees in receipt of payment for tuition reimbursement will remain in the

District's employ for a full two (2) years following said payment. Any separation of employment prior to the completion of two (2) full years of continued employment will result in full reimbursement of the employee's paid tuition back to the Board barring any extenuating circumstances (illness, spouse relocation, etc.) as defined by the Superintendent of Schools.

- B. The Board of Education and the Association may cooperate in arranging in-service courses, workshops and programs designed to improve the quality of work performed by its employees. Employees shall not receive any additional compensation for participating in any such courses, workshops or programs.
- C. The number of employees attending a total of all conferences, workshops and seminars in any one month at Board expense, shall not exceed two.

ARTICLE X
TEMPORARY LEAVE OF ABSENCE

A. Temporary Leaves of Absence With Pay

The Superintendent or his designee shall grant to any regularly employed person emergency leave for the following reasons:

- 1. Death in the Family
 - a. Immediate Family Five (5) days per occurrence to be taken consecutively or intermittently
 - Husband or Wife Mother or Father
 - Children Sisters or Brothers
 - Daughter-in-Law or Son-in-Law
 - Mother-in-Law or Father-in-Law
 - Grandchild
 - b. Other family members Three (3) days per occurrence to be taken consecutively or intermittently
 - Sister-in-Law or Brother-in-Law
 - Grandmother or Grandfather
 - Grandmother-in-Law or Grandfather-in-Law
 - Anyone living in the same domicile at time of death
 - c. Death of a relative One (1) day per occurrence
 - not a member of the immediate family
- 2. Personal Business Days/Illness in Family - Three (3) days

- a. (1) Personal business days shall be used for those things which cannot be done by the employee during other than normal work hours.
- (2) The Superintendent or his designee reserves the right to require verification of same in order to insure proper and intended use of this provision.
- b. Personal business days may be used by the employee for the reasons of illness in the immediate family.
- c. All such days under this section not utilized during the course of the school year shall accrue as additional sick days as per Article VIII "Sick Leave" and thereby result in each ten (10) month employee being permitted to accrue a maximum of thirteen (13) unused sick days derived from the ten (10) days under Article VIII and the three (3) days permitted under this section; and result in each twelve (12) month employee being permitted to accrue a maximum of fifteen (15) days derived from the twelve (12) days under Article VIII and the three (3) days permitted under this section.
- d. In addition to such accrual as to sick leave, all personal business days under this section shall accrue as accumulated terminal leave days referred to in Article IV "Terminal Leave Remuneration Plan" to the maximum limit of three (3) days per employee per year.

B. Temporary Leave of Absence Without Pay

Requests for absence not within the limitations of Article X, (A) Sections 1 and 2 above, may be approved without pay by the Superintendent or his designee for a maximum of three (3) days per employee per year.

- C. 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 other than normal workdays. An employee shall be paid his regular pay, in addition to any pay which he received from the State or Federal Government.
- D. Other leaves of absence with or without pay may be granted by the Board upon recommendation of the Superintendent or his designee.
- E. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the employee is entitled.
- F. A leave of absence without pay for up to six (6) months may be granted for the purpose of caring for a sick member of the employee's immediate family. Immediate family is defined as the employee's spouse, child, daughter-in-law, son-in-law, parent, father-in-law, mother-in-law, brother, sister, or grandchild. Up to six (6) months may be granted as a single block

of time and may be used in part. Each employee shall be eligible to request said leave no more than once in any five (5) year period and sick leave shall be defined as prolonged and catastrophic in nature.

ARTICLE XI
SUMMER EMPLOYMENT, PROMOTIONS, TEMPORARY AND
STATE/FEDERALLY FUNDED OPENINGS

- A. School secretaries employed on a ten (10) month basis shall be notified of and may apply for temporary job vacancies in the secretarial categories during the two (2) summer months of July and August.
- B. Except in emergency circumstances, all permanent job vacancies in the unit, summer employment, temporary employment, and state/federally funded openings, for which an employee may qualify, shall be posted via the district's electronic job platform.

ARTICLE XII
INSURANCE PROTECTION

- A. The Board shall provide Health Insurance protection which includes the benefits indicated below.
 - 1. For each employee presently in the employ of the Board who continues for a full school year, the Board shall make payment of insurance premiums to provide coverage for the full twelve-month period, commencing July 1st for twelve (12) month employees and September 1st for ten (10) month employees.

Effective July 1, 2012, the Board shall provide health care insurance protection through the New Jersey School Employees' Health Benefits Program or an equivalent plan. Any benefit changes imposed thereafter by the School Employees' Health Benefits Program shall become the new standard level of coverage and the Board shall not be obligated to furnish any additional insurance or otherwise provide additional compensation. Employees may select any available plan without penalty. Employees, through payroll deduction, shall contribute to the premiums for insurance as mandated by P.L. 2011 Chapter 78.
 - 2. Employees in positions subject to terms and conditions of this contract who work less than 25 hours per week will not be eligible for health benefits, dental benefits and prescription benefits.
- B. Secretaries or clerks on leaves of absence without pay may continue coverage of employee and dependents by paying to the Board of Education, in advance, the total premium required for such coverage provided no period of such continued coverage exceeds a total of nine (9) months.

- C. The Board shall provide each secretary or clerk with a description of the health insurance coverage provided by no later than the beginning of each school year. This information shall include a clear description of conditions and limits of coverage provided.
- D. Each employee covered by Part B of Medicare shall be reimbursed annually by the Board for the premium cost.
- E. In the event that the Board changes Health Insurance Carrier, provisions for a direct payment plan for all retirees shall be included.
- F. Dental, Optical and Long-Term Disability Plans - For the 2023-2026 school years, the Board of Education shall cover the annual premium cost for provision of Dental, Optical, and Long-Term Disability insurance to employees, at the 2023-2024 benefit level, the 2024-25 level and the 2025-26 benefit level.

Employees waiving coverage must show proof of alternate coverage. The waiver will remain in place for 12 months, and the employee may re-enroll unconditionally effective each subsequent January 1st, (with 30 days notice) and may also re-enroll immediately if they submit proof of a life status change (as defined by IRS, e.g. employment, death or disability of a spouse; divorce or legal separation, activation to full-time military status, etc.) Effective July 1, 2012, waiver payments shall be the lesser of the above amounts or the maximum permissible amount established by P.L. 2010 Chapter 2.

ARTICLE XIII **SCHOOL CALENDAR**

The calendar of Secretarial and Clerical Holidays shall be distributed to the members of the Association within ten (10) calendar days following their adoption by the Board.

ARTICLE XIV **DEDUCTIONS FROM SALARY**

- A. The Board agrees to deduct from the salaries of its employees dues for the Fair Lawn Association of Educational Secretaries, the Bergen County Education Association, the New Jersey Education Association and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct, after said forms have been submitted to the Business Department by the Association. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52: 14-15.9e) and under rules established by the State Department of Education. Such monies together with records of any corrections shall be transmitted to the treasurer of the Fair Lawn Association of Educational Secretaries.
- B. Each of the Associations named 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.

ARTICLE XV
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Within thirty (30) days after a request by either party but in any event not later than February 1st of the year in which this Agreement expires, the Board and the Association shall commence negotiations in a good faith effort to reach agreement on terms and conditions of employment.
- B. During negotiations the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information in the public domain which is relevant to the subject under discussion. Meetings shall be held at mutually agreeable convenient times until an agreement is reached.
- C. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.
- 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 will be required to negotiate with respect to any such 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.

ARTICLE XVI
EMPLOYEE-ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to make available for inspection by the Association in response to reasonable requests from time to time all available information in the public domain concerning the financial resources of the district, including, but not limited to, annual financial reports and audits, directory of all personnel in the unit and all changes that may arise, final budgetary requirements and allocations, agendas and minutes of all Board meetings, census data, and such other pertinent information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in grievance proceedings, conferences or meetings, such representative shall suffer no loss in pay.
- C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations, subject to prior approval of the Superintendent or his designee. Such permission is not to be unreasonably denied.

- D. The Association, during the term of this contract, shall have the use of all school facilities in accordance with Board Policy No. 7510. A School Use Application will not be required for use of school facilities when the activity begins prior to 4:00 P.M. on a school day, except on a day preceding a holiday or weekend, in which case an application will be required at any time.

A School Use Application must be filed and be approved in accordance with Board Policy No. 7510 for any use of facilities which begins after 4:00 p.m. on a school day. This provision may be waived by the Superintendent of Schools.

At all other times Policy No. 7510 shall pertain.

Any change in said policy, applicable to all users in the same category, shall be applicable to the Association.

- E. The Association shall have the privilege of using all school equipment at reasonable times, when such equipment is not otherwise in use. The Association shall be responsible for all reasonable damages incurred and shall be subject to the provisions of Policy No. 7510. In all cases, prior permission of the Superintendent or his designee is required. Such permission is not to be unreasonably denied.
- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration.
- G. Whenever any employee is required to appear before the Superintendent of Schools or his designee, the Board, or any committee or members thereof concerning any matter which could adversely affect the continuation of that employee in her/his position, employment, or the salary or any increments pertaining thereto, then the employee 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 said employee and represent him/her during such meeting or interview. Any suspension of an employee pending charges shall be without pay.
- H. No employee shall be prevented from wearing official pins or other identification of membership in the Association or its affiliates.
- I. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action by the Board, or any agent or representative thereof, shall not include public mention of the employee by name and shall be subject to the grievance procedure herein set forth.
- J. The Superintendent of Schools, or his/her designee, shall notify the Association of the name, address, salary, and salary placement of each new employee within ten (10) days of hire. The Board of Education shall provide each new employee all information necessary

for employment, including available health insurance and a contract agreement within the first five (5) working days.

ARTICLE XVII
MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be provided electronically via the Board of Education's website.
- B. Separability: If any provision of this agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by the law, but all other provisions or applications shall continue in full force and effect.
- C. Notice: Whenever any notice is required to be given by either the parties to this agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by e-mail or registered letter at the following:
 - 1. If by Association, to Board at 37-01 Fair Lawn Avenue, Fair Lawn N.J. 07410
 - 2. If by Board, to Association at 37-01 Fair Lawn Avenue, Fair Lawn, N.J. 07410
- D. A licensed fireman and/or administrator shall be on duty at all times that an individual covered by this contract is required to work; otherwise this individual may leave and shall be paid at his/her hourly rate for the hours worked.
- E. This Agreement shall not be modified in whole or in part except by an instrument in writing, duly executed by both parties.

ARTICLE XVIII
EVALUATIONS

- A. All employees shall be evaluated annually utilizing the mutually agreed upon Evaluation Form which shall include a narrative.
- B. After the evaluation is held the employee shall have the right to a conference with the evaluator and the evaluation shall not be final until such conference is held.
- C. The employee shall have the right to attach a written statement to the evaluation and a notation shall be made on the evaluation that such written statement is attached.

ARTICLE XIX
AGENCY FEE

1. PURPOSE OF FEE

Commencing July 1, 1998, if an employee 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 by the Association as majority representative.

2. AMOUNT OF FEE

a. 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 will be determined by the Association in accordance with the law. Prior to deduction by the Board of any membership fee for any membership year, the Association will supply evidence to the Board of the establishment and maintenance of a demand-and-return system.

b. 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 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 eighty-five percent (85%) of that amount as the maximum presently allowed by law.

3. DEDUCTION AND TRANSMISSION OF FEE

a. Notification

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 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 b. below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule

The Board will deduct the representative 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 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.

c. 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.

d. Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph a. above and/or the amount of the representation fee, and such changes will be reflected in any deductions made within ten (10) days after the Board received said notice.

4. INDEMNIFICATION AND SAVE HARMLESS PROVISION

a. Liability

The Association agrees to indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable attorney's fees and other legal costs and expenses, which may arise by reason of any action taken or not taken by the Board in complying or attempting to comply with the provisions of this Article, provided that:

- (1) the Board gives the Association timely notice in writing of any claim, demand suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (2) if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability; provided, however, that this condition shall not apply where there may be a conflict of interest between the Board and the Association which would necessitate separate representation. The Board and the Association will cooperate fully with each other in gathering evidence, securing witnesses and in all other aspects of said defense.

5. NEW EMPLOYEES

The Board will advise the Association of the name of any unit employee hired after the beginning of the school academic year, within thirty (30) days of the date of the Board resolution approving such employment.

ARTICLE XX
DURATION

- A. The provisions of this agreement shall be effective as of July 1, 2023 and shall remain in full force and effect through June 30, 2026 subject to the right of the Board and the Association to negotiate for a modification of this agreement.

BOARD OF EDUCATION OF THE BOROUGH OF FAIR LAWN, NEW JERSEY


By: 
President, Board of Education


THE FAIR LAWN ASSOCIATION OF EDUCATIONAL SECRETARIES

By: 
President

By: 
Vice President

ATTEST:

By: 
Secretary, Fair Lawn Board of Education

By: 
Secretary Fair Lawn Association of Educational Secretaries

APPENDIX A
POSITIONS COVERED BY THIS AGREEMENT

<u>CLASS</u>	<u>TITLE</u>
I	10 Month Clerk Aide
I	10 Month Media Aide
II (10)*	10 Month Secretary
II (10)	10 Month Secretary to Elementary Principal
II(12)*	12 Month Secretary
II(12)	12 Month Data Entry Support, Community School (³ / ₄ time prorated)
II(12)	12 Month Secretary to Supervisor, Transportation
II(12)	12 Month Secretary Attendance High School
II(12)	12 Month Secretary for Guidance, Middle School
II(12)	12 Month Student Data Coordinator
II(12)	12 Month Secretary to Technology
II(12)	12 Month Administrative Assistant to Assistant Business Administrator
II(12)	12 Month Secretary to Director, Community School (¹ / ₁₂ time prorated)
II(12)	12 Month Secretary to High School Vice Principal/Guidance
II(12)	12 Month Secretary to Middle School Principal
II(12)	12 Month Secretary to Supervisor, Buildings & Grounds
II(12)	12 Month Secretary to Subject Supervisors
II(12)	12 Month Administrative Assistant to Director, Athletics/Supervisor, PE, HS
III	12 Month Employee Benefits/Attendance Coordinator
III	12 Month Secretary to Ass't. Superintendent of Student Services
III	12 Month Secretary to High School Principal
III	12 Month Accounts Payable Coordinator
III	12 Month Payroll/Attendance Coordinator
III	12 Month Data Specialist
III	12 Month Testing Data Specialist

*Denotes months per year.

**Fair Lawn Association of Educational Secretaries
2023-2024 Salary Schedules**

YEAR 1	2023-24		
Step	Class II (10 mo)	Class II (12 mo)	Class III (12 mo)
A	48,494	58,103	70,616
B	49,362	59,143	71,880
1	50,230	60,183	73,144
2	51,098	61,223	74,408
3	51,966	62,263	75,672
4	52,834	63,303	76,936
5	53,702	64,343	78,200
6	54,570	65,383	79,464
7	55,438	66,423	80,728
8	56,306	67,463	81,992
9	57,174	68,503	83,256
10	58,042	69,543	84,520
11	58,910	70,583	85,784

**Fair Lawn Association of Educational Secretaries
2024-2025 Salary Schedules**

YEAR 2	2024-25		
Step	Class II (10 mo)	Class II (12 mo)	Class III (12 mo)
A	49,636	59,471	72,279
B	50,504	60,511	73,543
1	51,372	61,551	74,807
2	52,240	62,591	76,071
3	53,108	63,631	77,335
4	53,976	64,671	78,599
5	54,844	65,711	79,863
6	55,712	66,751	81,127
7	56,580	67,791	82,391
8	57,448	68,831	83,655
9	58,316	69,871	84,919
10	59,184	70,911	86,183
11	60,052	71,951	87,447

**Fair Lawn Association of Educational Secretaries
2025-2026 Salary Schedules**

YEAR 3	2025-26		
Step	Class II (10 mo)	Class II (12 mo)	Class III (12 mo)
A-B	51,665	61,903	75,235
1	52,534	62,943	76,499
2	53,402	63,983	77,763
3	54,270	65,023	79,027
4	55,138	66,063	80,291
5	56,006	67,103	81,555
6	56,874	68,143	82,819
7	57,742	69,183	84,083
8	58,610	70,224	85,347
9	59,478	71,265	86,611
10	60,346	72,304	87,875
11	61,214	73,344	89,139

Fair Lawn Clerk/Media Aides Hourly Rates

YEAR 1 2023-24		
Salary Guide Step	Clerk Aide Class I	Media Aide Class I
1	21.52	21.52
2	21.70	21.70
3	21.90	21.90
4	22.07	22.07

YEAR 2 2024-25		
Salary Guide Step	Clerk Aide Class I	Media Aide Class I
1	22.19	22.19
2	22.37	22.37
3	22.57	22.57
4	22.74	22.74

YEAR 3 2025-26		
Salary Guide Step	Clerk Aide Class I	Media Aide Class I
1	22.89	22.89
2	23.07	23.07
3	23.27	23.27
4	23.44	23.44