

AGREEMENT

By and Between the

RIVER DELL REGIONAL BOARD OF EDUCATION

and the

SECRETARIAL UNIT

of the

RIVER DELL EDUCATION ASSOCIATION

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Effective July 1, 2011 through June 30, 2014

AGREEMENT

In consideration of the following mutual covenants, it is hereby agreed by and between the Board of Education of the River Dell Regional School district of New Jersey, hereinafter called the "Board," and the Secretarial Unit of the River Dell Education Association, hereinafter called the "Association," subject to ratification by the Board and by the Association, as follows:

ARTICLE I RECOGNITION

- 1.1 The Board hereby recognizes the Association as the exclusive representation for collective negotiations concerning the terms and conditions of employment for all secretarial personnel employed by the Board on a ten or twelve month basis including:

<u>Salary Guide</u>	<u>Position</u>
Level 1	Secretary/Receptionist
Level 2	Secretaries (Library, Attendance)
Level 3	Administrative Secretaries

Specifically excluded are Secretary and Assistant Secretary to the Superintendent, Secretary and Secretary/Typist to the Board of Education Secretary, Bookkeepers, Payroll Clerks, and other central office secretaries and such temporary hourly personnel that may be needed in an emergency situation and/or as summer replacements.

ARTICLE II - SALARIES

- 2.1 Salary guides for the 2011-2012, 2012-2013, and 2013-2014 are in Schedule A. Each member of the secretarial unit shall move up one step on the salary guide each contract year on July 1.
- 2.2 Longevity allowance shall be set at \$1,250 beginning the 15th year of service and \$1,500 beginning the 20th year of service.

ARTICLE III - VACATIONS, HOLIDAYS, WORKWEEK AND WORK YEAR

- 3.1 Members of the Association, employed on a twelve-month basis, shall be entitled to two weeks paid vacation after the completion of twelve (12) months of service, three weeks after seventy-two (72) months of service, and four weeks after 168 months of service. Vacations shall be scheduled during the months of July and August unless approved at other times by an employee's immediate supervisor and the Superintendent. Twelve-month secretaries employed for less than ten (10) months will receive one (1) day vacation for each month worked. Employees may not utilize more than fifteen (15) consecutive days of vacation without permission of the employee's supervisor. Under special circumstances, such as an extended overseas trip, the Superintendent may grant permission for the employee to take more than fifteen (15) consecutive days of vacation. All other vacation periods shall be determined mutually between the employee and the employee's supervisor to ensure coverage.

Those employed on a 10-month basis are not entitled to a vacation.

- 3.2 Members of the secretarial unit will receive the same holidays and recesses listed in the River Dell Regional School Calendar for teachers during the regular school year. In the event that school is open during a planned recess period, it is understood that members of the secretarial unit will receive compensation time for those days which will be taken at a mutually agreed upon time between the employee and their supervisor. It is further understood that Labor Day and Independence Day will be paid holidays, when applicable.
- 3.3 From September 1 through June 30, the workweek shall consist of 34 hours within a five-(5) day period. The work day is defined as 7 hours per day exclusive of a one hour lunch break but inclusive of two 15 minute breaks. On Friday, the work day is defined as 6 hours exclusive of a one hour lunch break but inclusive of two 15 minute breaks. All breaks are to be scheduled with the consent of the immediate supervisor. The secretarial unit further understands that each of the school main offices is to be covered by at least one unit member on a rotating basis until 4:00 p.m. on Fridays. Commencing July 1 through August 31, the work week shall consist of 31½ hours within a five (5) day period. Monday through Thursday, the work day is defined as 6 hours and 30 minutes per day exclusive of a one-half hour lunch break but inclusive of two 15 minute breaks. On Friday, the work day is defined as 5 hours and 30 minutes exclusive of a one-half hour lunch break but inclusive of two 15 minute breaks. All breaks are to be scheduled with the consent of the immediate supervisor.
- 3.4 The work year shall consist of the period July 1 through June 30 for 12 month employees inclusive of the same holidays and recesses listed in the River Dell Regional School Calendar. The work year shall consist of the period September 1 through June 30 for 10 month employees inclusive of the same holidays and recesses listed in the River Dell Regional School Calendar. The work year shall consist of the period September 1 through June 30 plus an additional 10 days for 10.5 month employees inclusive of the same holidays and recesses listed in the River Dell Regional School Calendar. The additional ten days will be scheduled with the mutual consent of the employee and their immediate supervisor.

ARTICLE IV - LEAVES OF ABSENCE

4.1 Short Term Leave

A. No Deduction of Pay

1. Personal Illness

- a. Members of the Association employed ten (10) months shall be entitled to ten (10) days absence each year for personal illness only. Those employed for twelve (12) months shall be entitled to twelve (12) days. Illness is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household.
- b. All sick leave days not taken by members while employed by the River Dell Regional School System may be accumulated without limit, from date of their employment.

- c. Members shall be given a written accounting of their accumulated sick leave days no later than September 15 of each school year.
 - d. Emergency Sick Leave: In the event of an extended illness which exhausts all of an employee's accumulated sick leave days, a request can be made to the Board for additional paid leave. Granting or denial of such additional leave shall be at the sole discretion of the Board and will be decided on an individual basis. Payment for such leave cannot exceed normal salary for that person, less the cost of a substitute or replacement employee. There is no contractual or legal right to Emergency Sick Leave. Unused Emergency Sick Leave will expire on June 30 of the year in which it is granted.
2. Death in Immediate Family
For a death in the immediate family, up to five days absence, as determined by the Superintendent, will be granted. "Immediate family" will include mother, father, brother, sister, son, daughter, wife, husband, mother-in-law, father-in-law, grandparents, stepchildren, stepparents and any other relative living with the unit member as a permanent member of the family. Cases of an unusual nature, not covered by this regulation, will be resolved by the Superintendent.
 3. Death of Relative
For the death of a relative outside the immediate family (such as aunt, uncle), one day will be granted.
 4. Personal Business
For personal business, two (2) days each year by application to his/her immediate supervisor for approval and a statement by the employee that the reason for the absence is allowable within the definition of the Board Policy Manual.
 5. Maternity Leave of Absence
 - a. Separation from System
Tenured secretaries shall, and non-tenured secretaries may, be granted a leave of absence without pay for maternity reasons. The secretary shall continue to work as long as she is physically able, as determined by her own physician. Such determination shall be presented to the Board of Education in writing no later than the sixth month of pregnancy.

If, however, the Board should find that the secretary's performance is inadequate due to her physical condition, then the Superintendent may require that the secretary be examined by the school physician. Superintendent's decision shall be final. In the case that there is a difference of medical opinion between the school physician and the secretary's physician, then the Board and the secretary shall agree on a third impartial physician who shall examine the secretary and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue working. The cost of this third physician shall be equally shared by the Board and the secretary. These examinations shall

- take place during a span of time no longer than two weeks following the Superintendent's initial request.
- b. Notification
All secretaries shall notify the administration as soon as possible, but no later than 60 days of intention to take maternity leave.
 - c. Adoption of an Infant
Any tenured secretary adopting an infant child shall, and any non-tenured secretary may, receive similar (maternity) leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.
 - d. Duration of Leave
The secretary on such leave of absence must return only in the first or second September following the birth of the child. Specific permission to rejoin the staff at a sooner or later time may be granted by the Board. The secretary shall inform the Board in writing of her intention to return in September by the preceding March 15. Failure to return on promised date shall result termination of leave. The Board may at its discretion grant an extension of this leave.
 - e. Return
She shall be reinstated in her position with every reasonable effort made to place her in her previous specific situation.
 - f. Interrupted Pregnancy
If a pregnancy for which a maternity leave has been granted is interrupted, or should result in a stillborn child, the secretary may return at an earlier date than specified in 4.3D if mutually agreed upon.
 - g. No secretary on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the district in the area of her certification or competence.

ARTICLE V - HEALTH INSURANCE

- 5.1
 - A. The Board shall provide to all full-time employees the New Jersey School Employees Health Benefits Program.
 - B. Dental Program: The parties agree that the Board contribution to the employee dental plan shall be increased as follows:

The Board contribution to the dental plan shall be increased by 0% for any school year where there is a freeze or decrease in overall dental premium; otherwise the Board contribution shall be increased by 2.25% from the current contribution of \$679 for the 2010-2011 school year in any year in which there is an increase.
- 5.2 Coverage for items 5.1A and B shall be for a twelve - (12) month period commencing July 1. However, coverage shall terminate as of the effective date an employee leaves the system, unless the employee shall leave at the end of the normal school year.

- 5.3 The Association agrees to immediately implement any new legislation regarding health care contribution to correspond with the effective date of the law.

ARTICLE VI - MISCELLANEOUS PROVISIONS

- 6.1 Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of the Agreement, either party shall do so by receipted copy of a hand delivered letter, by return receipt certified mail, or by telegram to the following addresses:
- A. If by Association to the Board, to:
c/o Secretary to the Board of Education
River Dell Regional Board of Education
230 Woodland Avenue
River Edge, NJ 07661
- B. If by the Board to the Association, to:
President, River Dell Education Association
230 Woodland Avenue
River Edge, NJ 07661
- 6.2 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.
- 6.3 The Association agrees to refrain from any strikes, boycotts, or work stoppages for the duration of this agreement. The Board agrees to uphold the terms and conditions mutually agreed upon in this agreement and those procedures mandated by state laws, federal laws, and any other applicable laws.
- 6.4 When a meeting is called by the River Dell Education Association during normal working hours for members covered by this Agreement, no more than two (2) employees from each building will be granted one (1) hour released time to attend the meeting. This provision will apply to no more than one (1) meeting per month.
- 6.5 All vacancies shall be posted as they occur. Said posting shall remain not less than ten (10) days before the Board shall be permitted to fill the position from persons outside the unit.
- 6.6 Any unit staff member who shall voluntarily retire may receive, in addition to all other compensation and/or emoluments to which the said unit staff member may be otherwise entitled, payment for unused accumulated sick days to the rate of \$40.00 a day only subject to and in accordance with the following conditions:
- A. The unit staff member must have completed not less than twenty (20) full years of service with the River Dell Regional Board of Education at the end of the school year at which the voluntary retirement shall commence, and

- B. The unit staff member must have completed a full year of service in and during or following the twentieth year of continuous service with the River Dell Regional Board of Education and the retirement must commence no earlier than the regular and routine end of a full school year; any unit staff member that retires and/or leaves prior to the regular and routine end of the school year, notwithstanding the achievement of twenty years of service shall not, under any circumstances whatsoever, be eligible to apply for or receive the benefit provided for in this Article 6.6, and
 - C. The unit staff member must inform the River Dell Regional Board of Education in writing on or before December 1 in any school year of his or her intention to retire from service at the end of that school year the following June; any unit staff member who fails to inform the Board of Education in writing of his/her intention to so retire on or before December 1 shall not be eligible to apply for or receive the benefits provided by this Article 6.6; notwithstanding the intention of the preceding language in this Paragraph "c", if an emergency situation arises, any member who finds that he/she must retire and leave in June due to circumstances beyond his/her control, but which member has failed to so notify the Board of Education on or before the December 1st deadline, said member may appeal to the Board of Education for a waiver of this condition contained in Paragraph "c"; the Board may but shall not be required to grant such a waiver if, in its sole, absolute and exclusive discretion, the Board finds that the circumstances presented by the member justify the granting of a waiver. The Board's decision shall be final, binding and conclusive upon all of the parties and shall not be grievable under and in accordance with the contractual grievance procedure, and
 - D. The unit staff member must have accumulated not less than fifty (50) unused sick days at the time of the commencement of his/her retirement; any staff member having less than fifty (50) unused accumulated sick days at the time of the commencement of his/her retirement shall forfeit compensation for the same upon his/her retirement, and
 - E. Notwithstanding anything herein to the contrary, the benefit herein provided shall be and is strictly limited to compensation at the aforementioned daily rate (\$40.00) for days of a unit staff member's accumulated unused sick days not exceeding one hundred thereof and in any event such benefit shall never exceed the sum of four thousand and 00/100 (\$4,000.00) dollars.
 - F. The secretarial staff member shall not rescind his/her retirement. An appeal can be made to the Chief School Administrator if an employee requests that his/her retirement be rescinded because of extraordinary circumstances. (ie. Sudden loss of spousal income.)
- 6.7 Professional days for secretaries shall be held on the same days as professional days for teachers, only as permitted by the work environment as determined by the Superintendent and Business Administrator.
- 6.8 Employees providing in-service instruction after school will be compensated at their respective hourly rate per hour for instructional time and for planning time. Planning time shall be agreed upon between the presenter and the administrator in charge prior to delivery of instruction. The hourly rate for ten month employees shall be calculated as 1/200 of their annual base salary divided by 7. The hourly rate for twelve month employees shall be calculated as 1/240 of their annual base salary divided by 7.

Employees providing in-service instruction during the school day shall be reassigned for the day. No compensation shall be provided for instruction. These employees shall be compensated for their planning time at the rate established in the preceding paragraph. Planning time shall be agreed upon between the presenter and the administrator in charge prior to delivery of instruction.

- 6.9 Ten-month secretaries shall be paid on the first Friday of September, the same as returning teachers.

ARTICLE VII - GRIEVANCE PROCEDURE

7.1 DEFINITION

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 the terms and conditions of employment

The Term "grievance" shall not apply to any matter 1] which is a complaint of a non-tenured employee arising by reason of her not being reemployed, 2] which is a complaint by any non-certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is not required, or 3] affecting an employee arising by the reason of the application of any rule or regulation of the State Commissioner of Education. A grievance to be considered under this procedure must be initiated by the employee within thirty calendar days from the time when the employee knew or should have known of its occurrence. As used in this definition, the term "employee" shall also mean a group of employees having the same grievance.

7.2 PURPOSE

The purpose of a grievance procedure is to resolve differences concerning the interpretation of the parties' contractual rights. Any individual employee or group shall have the right to present a grievance affecting her or them. She shall have the right to present her own grievance or to request representation, and the Association shall appoint representation. The employee has the right to have a representative appear with her commencing with Level Two and all subsequent levels of the grievance Procedure.

- 7.3 A. Level One:
Any employee who has a grievance shall discuss it first with her immediate supervisor in an attempt to resolve the matter on an informal basis.
- B. Level Two:
If, as a result of the informal discussion with the supervisor, the matter is not resolved to the satisfaction of the employee within ten school days, she shall set forth her complaint in writing to the Board Secretary stating:
1. The nature of the grievance
 2. The nature and extent of the loss, injury, or inconvenience

3. The results of previous discussions
4. Her dissatisfaction with decisions previously rendered.

The Board Secretary shall communicate his decision to the employee and to the Association in writing within ten school days of receipt of the written complaint.

C. Level Three:

The employee may appeal the Board Secretary's decision to the Superintendent of Schools within ten school days. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. Upon request by the employee, the Superintendent should have a conference with the employee and her representative, if any. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten school days. The Superintendent shall communicate his decision in writing to the individual and to the Association.

D. Level Four:

If the grievance is not resolved to the secretary's satisfaction, she may request a review by the board within ten school days. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the secretary if requested by the secretary, and render a decision in writing setting forth its reasons to the secretary and the Association within twenty-one calendar days.

E. Level Five:

1. If the employee is not satisfied with the disposition of her grievance at Level Four, the Association may request of the Board that her grievance be submitted to arbitration not later than fifteen (15) school days after receipt of the decision by the Board.
2. Within ten (10) school days after such request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the Public Employment Relations Commission to appoint an arbitrator.
3. The arbitrator shall confer with the representative of the Board and of the Association and shall proceed with a hearing and submit a written report in the shortest possible time setting forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision, which requires the commission of an act prohibited by law or which is violative of the terms of the Agreement. The decision of the arbitrator shall be advisory only to the Board and the Association.
4. Notwithstanding the above, the parties agree that any dispute which involves a disagreement as to whether the health insurance benefits provided employees herein are equal to or better than the health benefits heretofore provided employees through the New Jersey Public and School Employees Health Benefits

Plan may be submitted to an arbitrator whose decision shall be final and binding on both parties.

5. The costs for the services of the arbitrator including per diem expenses and the cost of the hearing room shall be borne equally by the Board and Association. Any other expenses incurred shall be paid by the party incurring the same.
 6. If time is lost by any employee due to arbitration proceedings necessitating the retention of a substitute, the Board of Education will pay only the cost of the substitute; the time lost by the employee must either be without pay or charged to personal time; however, if the arbitrator subpoenas an employee to attend the arbitration proceeding as a witness, this employee shall not suffer loss of pay.
- 7.4 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits 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 shall be deemed to be acceptance of the decision rendered at the step. However, either party may request one extension of ten days at level Two and Three, and if either party requests it, it shall be granted.
- 7.5 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.
- 7.6 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. The time limits specified may, however, be extended by mutual agreement.
- 7.7 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, or if it is filed after the end of the school year, then the time limits shall be established by counting the weekdays following the end of the school year as school days.

ARTICLE - VIII - TUITION - REIMBURSEMENT

- 8 The Board agrees to provide tuition reimbursement to any member of the unit who elects to continue her education according to the conditions set forth:
 - A. All courses eligible for reimbursement are subject to prior approval by the Superintendent of Schools and must be taken in an accredited school, college, or university, or in the case of computer training, run by a reputable concern.
 - B. To be eligible for reimbursement, the employee must submit:
 - i. Proof of course completion
 - ii. Receipt indicating payment of tuition fee.
 - C. Up to an aggregate of \$5,000 shall be allocated for each year of this agreement for full tuition reimbursement to secretaries. Attendance at courses shall take place after the

normal workday has been completed. Newly hired secretaries shall receive reimbursement for courses only after completion of 90 days of employment.

- D. Tuition Reimbursement shall be paid before July 1st of year in which course was taken. Proof of course completion and receipt indicating payment of tuition fee must be submitted no later than May 31st.

ARTICLE IX - DURATION OF AGREEMENT

9.1 The provisions of this Agreement shall be effective July 1, 2011, and shall continue and remain in full force and effect to and including June 30, 2014 when it shall expire, unless an extension is agreed to by both parties and expressed in writing prior to such date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries on the 13th day of December 2011.

**SECRETARIAL UNIT OF THE
RIVER DELL EDUCATION ASSOCIATION**

By: Lisa Torres, President

Attested: Kear Halstater, 1st Vice President

RIVER DELL REGIONAL BOARD OF EDUCATION

By: Joseph Manzelli, President

Attested: Thomas L. Bonfiglio, Secretary

SCHEDULE A
SECRETARIAL SALARY GUIDE (12-MONTH EMPLOYEES)

RIVER DELL SECRETARIES 2011-12			
STEP	Level 1	Level 2	Level 3
1	\$25,952	\$29,901	\$36,132
2	\$26,983	\$31,084	\$37,420
3	\$28,060	\$32,480	\$38,775
4	\$29,167	\$34,062	\$40,541
5	\$30,311	\$35,516	\$42,131
6	\$31,498	\$37,315	\$43,875
7	\$32,733	\$38,964	\$45,585
8	\$34,022	\$40,389	\$47,292
9	\$35,810	\$41,735	\$49,025
10	\$37,958	\$43,329	\$50,843
11	\$39,094	\$44,941	\$52,857
12	\$40,492	\$46,553	\$55,160

RIVER DELL SECRETARIES 2012-13			
STEP	Level 1	Level 2	Level 3
1	\$26,419	\$30,000	\$36,000
2	\$26,419	\$30,439	\$36,782
3	\$27,469	\$31,643	\$38,093
4	\$28,565	\$33,064	\$39,480
5	\$29,692	\$34,675	\$41,270
6	\$30,857	\$36,155	\$42,890
7	\$32,065	\$37,986	\$44,675
8	\$33,322	\$39,665	\$46,406
9	\$34,634	\$41,125	\$48,144
10	\$36,454	\$42,500	\$49,920
11	\$38,641	\$44,109	\$51,770
12	\$41,221	\$47,391	\$56,168

RIVER DELL SECRETARIES 2013-14			
STEP	Level 1	Level 2	Level 3
1	\$26,200	\$30,200	\$36,300
2	\$26,475	\$30,900	\$36,657
3	\$26,901	\$31,700	\$37,453
4	\$27,970	\$32,600	\$38,788
5	\$29,086	\$33,700	\$40,201
6	\$30,234	\$35,308	\$42,023
7	\$31,420	\$36,815	\$43,672
8	\$32,650	\$38,680	\$45,500
9	\$33,931	\$40,389	\$47,253
10	\$35,267	\$41,876	\$49,022
11	\$37,120	\$43,276	\$50,831
12	\$39,346	\$44,914	\$53,500
13	\$41,973	\$48,256	\$57,052

