

4-2013  
10-23

MEMORANDUM OF AGREEMENT  
BETWEEN  
THE BOARD OF EDUCATION, SOUTH RIVER, NEW JERSEY  
AND  
SOUTH RIVER EDUCATIONAL OFFICE PERSONNEL ASSOCIATION

THIS  
NOT CIRCULATE

I. Agreement

This Agreement is entered into by and between the South River Board of Education, hereinafter called the "Board" and the South River Educational Office Personnel Association of the South River Public Schools, hereinafter called the "SREOPA."

II. Recognition

The Board recognizes the South River Educational Office Personnel Association as exclusive representatives for the following unit of employees for the years 1971-74:

Clerks, Clerk-Stenographers, Bookkeepers, Secretaries, but excluding the Secretary to the Superintendent of Schools.

III. Board of Education's Rights

A. Except as specifically modified by this Agreement, the Board retains, without limitations, all powers, rights, and authority vested in it by all laws, rules and regulations, including the management and direction of all the operation and activities of the school district.

B. The "SREOPA" acknowledges that the employees of the Board of Education which it represents are not entitled to take any collective action to disable the Board of Education in the discharge of its statutory duty, and the "SREOPA" agrees that such action would constitute a material breach of The Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Board of Education in its right to seek and obtain such judicial or other relief as it may be entitled to have, in the event of such breach.

IV. Salary

A. The salary range for office personnel for 1971-72 shall be as follows:

1. Clerks - Minimum \$3800 to a maximum of \$5550
2. Clerk-Stenographer - Minimum \$4000 to a maximum of \$5650
3. Bookkeepers and Secretaries - Minimum \$4200 to a maximum of \$6350

B. All office personnel receiving a salary of five thousand dollars (\$5,000) or more during the year 1970-71 shall receive an increase in salary for 1971-72 amounting to \$300.

C. All office personnel receiving a salary of less than five thousand dollars during the year 1970-71 shall receive an increase in salary for 1971-72 amounting to \$400.

V. Working Hours

A. All office personnel shall have a net work day of seven (7) hours and a net work week of thirty-five (35) hours.

B. The starting and quitting time will be arranged with the Administrator in charge of the building, subject to approval by the Superintendent of Schools.

VI. Overtime

A. Office employees authorized to work over thirty-five (35) hours during a work week shall be paid at straight time up to forty (40) hours and at the rate of time and one-half beyond forty (40) hours.

B. The hourly rate shall be determined by dividing the annual salary by 1820 hours for full-time employees and 910 for half-time employees.

C. With the approval of the Superintendent of Schools, compensatory time may be taken at straight time in place of payment for overtime.

VII. Vacations

A. Office personnel shall be eligible for two (2) weeks of vacation after one (1) year of service.

B. Vacations are to be scheduled with the Administrator, subject to approval by the Superintendent of Schools.

VIII. Holidays

A. When schools are closed, office personnel shall not be required to work on the following holidays:

July	-- Independence Day
September	-- Labor Day
October	-- Columbus Day -- Veterans' Day
November	-- General Election Day
	Thanksgiving week-end (Thursday and Friday)
December-January	-- Christmas Recess
February	-- Lincoln's Birthday
	Washington's Birthday
March-April	-- Easter Recess
May	-- Memorial Day

B. When schools are not in session, if any of the above holidays fall on a Saturday, the holiday shall be observed on Friday; if any of the above holidays fall on Sunday, the holiday shall be observed on a Monday.

IX. Conventions

In order to permit members of the Association to attend the annual convention of the New Jersey Education Association, they will not be required to work on the days schools are closed for the occasion.

X. Change in Salary Classification

A. When a member of the office personnel staff is reclassified to a higher salary classification, she shall receive a special annual increment equal to the differential for the new classification in addition to any regular increase granted by the Board of Education to her in her present classification, provided that such a total grant does not exceed the maximum set for the said classification.

XI. Leaves of Absence

A. Sick Leave

1. All ten month employees shall be granted ten days of sick leave yearly. All twelve month employees shall be granted twelve days sick leave yearly. All unused sick leave shall be cumulative for a possible emergency in later years. When absence because of sickness exceeds the total sick leave permitted under this provision, the employee will continue to receive her salaryless \$12 for a period not to exceed twenty days.

2. If a member of the S.R.E.O.P.A. because of illness is absent from school for more than three consecutive days, she must present a doctor's certificate to the Superintendent upon her return.

3. S.R.E.O.P.A. employees who have been on a leave of absence authorized by the Board shall have previous accumulated sick leave restored to them upon return to active service.

B. Funeral Leave

1. An allowance of five days will be granted without deduction in case of death of father, mother, sister, brother, husband, wife, son or daughter. This time is not deducted from the regular sick leave.

2. An allowance of three days will be granted without deduction in case of death of the father, mother, sister, or brother of the husband or wife of an employee.

3. An allowance of one day will be granted without deduction in salary to attend the funeral of a grandparent, grandchild, brother-in-law, or sister-in-law of an employee (but not of the employee's spouse) or an uncle or aunt provided that said uncle or aunt resides in the same household as the employee.

C. Personal Leave

1. Five days per year shall be allowed each member of the S.R.E.O.P.A. for personal reasons. The employee will lose \$12 from her pay for each of these days. The Superintendent will determine what leaves shall be considered personal.

#### D. Maternity Leave

1. Conditions for Leave: Maternity leaves shall be granted only to employees on tenure. Non-tenure employees who are pregnant will receive release from contract. Subject leave shall be without salary.

2. Procedure for Requesting Leave: A married woman requiring time off for reasons of anticipated maternity shall be required to file a written request with the Superintendent of Schools for either a release from contract or a leave of absence not more than two (2) months after the necessity for such leave is established. Such leave or release from Contract shall become effective not later than the end of the school month nearest to the beginning of the fifth month of pregnancy.

3. Length of Leave: A maternity leave-of-absence shall extend to September first of the year nearest the child's first birthday; i.e., if the child is born between September first and the last day of February, the leave of absence will terminate the following September first. If the child is born between March first and August thirty-first, the leave terminates one year from the following September first. The Board of Education may request an earlier return by special action, but only if the physician submits a written statement that the employee is able to resume her position.

4. Extension of Leave: The Board of Education may, upon written application, grant one extension of a maternity leave of absence.

#### E. Miscellaneous Leave

1. An allowance of not more than two days per year may be approved by the Superintendent for the observance of a religious holiday by an employee.

### XII. Fringe Benefits

#### 1. Group Health Insurance

a. All full-time regularly employed personnel shall be eligible for enrollment in the New Jersey Public and School Employees Health Plan as administered by the Division of Pensions, and which includes Blue-Cross, Blue-Shield, Rider J and Major-Medical Coverage.

b. The Board of Education shall participate in the financing of the program by contributing the following amounts:

Single Plan - entire premium

Other than single Plans - the premium less four dollars a month.

### XIII. Grievance Procedure

#### A. Definition of Terms

1. Grievance - a claim by a member of the S.R.E.O.P.A. based upon an alleged violation, misinterpretation, or inequitable application of any of the provisions of this Agreement as required by Paragraph 7, Chapter 303 laws. A grievance to be considered under this procedure must be initiated by the employee within 30 calendar days of its occurrence.

2. Aggrieved Person - The person or persons making the claim.

3. Party in Interest - The person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Procedure

1. Level One - An employee with a grievance shall submit a written copy of his grievance with his supervisor or principal. An effort to resolve the matter will be made at an informal conference called within five (5) school days of the date the grievance was filed. If the matter cannot be resolved the supervisor or principal will render a written decision to the aggrieved person within three (3) school days of the informal conference.

2. Level Two - In the event that the aggrieved person wishes to pursue his grievance further, he may within five (5) school days of receipt of the decision from his supervisor or principal file a written copy of his grievance with the Association to determine whether or not the grievance has merit. If the Association considers the grievance to have merit, a written copy of the grievance shall be filed with the Superintendent of Schools within five (5) school days from its receipt by the Association.

3. Level Three - Within ten (10) school days after the grievance has been filed with Superintendent of Schools, he shall meet with the aggrieved person in an effort to resolve it. The aggrieved person may have one representative from the Association attend with him. If the matter cannot be resolved, the Superintendent and the Association shall each, within five (5) school days of the final conference refer the matter to the Board of Education.

4. Level Four - The Board of Education shall consider the grievance within ten (10) school days from the date it has been filed with the Secretary of the Board of Education as outlined at Level Three. The Association shall be permitted five members on the committee, but only three shall be permitted to participate in the presentation of the grievance. The number of witnesses permitted to testify shall be mutually agreed upon. Attendance at all hearings shall be limited to those listed in this policy.

XIV. Association Privileges

- A. The Board of Education agrees to provide the SREOPA with reasonable information, such as, concerning financial resources, audits, and lists of personnel.
- B. With the permission of the Superintendent the Association may use school equipment (typewriters, mimeograph machines, etc.).
- C. Unless the principal objects, the Association may use interschool mail facilities and school mail boxes for routine letters and notices. (excluding bulk mail)
- D. The official minutes of each Public Board Meeting shall be mailed to the President of the Association after each meeting.
- E. With the permission of the Superintendent of Schools, the "SREOPA" will be granted the right to use school facilities at times other than when students are in classes.

XV. Transfers

Employees desiring a change of employment and wish to transfer to another building may file a written statement with the Superintendent of Schools by March 1 or such time that an opening arises. If such agreement is denied, a statement of reason must be given as soon as possible.

XVI. Duration

The provisions of this Agreement shall become effective July 1, 1971 and shall continue and remain in full force and effect until June 30, 1972.

In WITNESS WHEREOF, the parties hereinto set their hands and seals this \_\_\_\_\_ of \_\_\_\_\_, 1971.

South River Educational  
Office Personnel Association

South River Board of Education

\_\_\_\_\_  
ELIZABETH M. KANDUR

\_\_\_\_\_  
PRESIDENT

\_\_\_\_\_  
DORIS BOORAEM

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CHAIRMAN, BOARD-STAFF RELATIONS  
COMMITTEE

\_\_\_\_\_  
REGINA DEVOE

\_\_\_\_\_  
LYDIA SHEYDA