

**AGREEMENT**  
**Between**  
**THE ROCKAWAY TOWNSHIP BOARD OF EDUCATION**  
**And**  
**THE ROCKAWAY TOWNSHIP SECRETARIAL ASSOCIATION**  
**2005-2008**

## **PREAMBLE**

This Agreement is made between the ROCKAWAY TOWNSHIP BOARD OF EDUCATION, hereinafter called the "BOARD", and the ROCKAWAY TOWNSHIP SECRETARIAL ASSOCIATION, hereinafter referred to as the "ASSOCIATION".

## **WITNESSETH**

WHEREAS, it is the intent and purpose of the parties hereto to promote the efficient administration of the Rockaway Township Board of Education and the well-being of its employees; and

WHEREAS, the parties hereto seek to promote a basic harmonious relationship between the "Board" and the "Association"; and further seek to promote a basic understanding relative to personnel policy, practices and procedures and matters affecting other conditions of employment, and to provide means for amicable discussion and adjustment of matters of mutual concern and interest within the Rockaway Township School District; and

WHEREAS, the parties hereto recognize that the "Board" retains the right to direct employees in accomplishing the work of the "Board" of Education, to hire, promote, transfer, assign and retain employees in positions within the school district; to suspend, demote, discharge, or take other disciplinary action against the employees; to relieve employees from duties because of lack of work or other legitimate reasons; to maintain the efficiency of the Rockaway Township School System operations entrusted to the elected Board members; to determine the methods, means and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to carry out the educational goals in situations of emergency; and

WHEREAS, nothing herein contained shall be in derogation of any right of grievance, appeal, protest or other redress reserved to the "Association" or an employee of the unit by applicable laws or regulations or by the provisions of this Agreement.

NOW, THEREFORE, pursuant to the provisions of Chapter 123, Public Laws of 1974, this Agreement is entered into between the Board of Education of Rockaway Township, New Jersey, hereinafter called the "Board", and the Rockaway Township Secretarial Association, hereinafter called the "Association".

## **ARTICLE I – RECOGNITION**

The "Board" hereby recognizes the "Association" as the exclusive and sole representative for the collective negotiation concerning the terms and conditions of employment for office personnel under contract with the Board, including, but not limited to: , Clerk Typist, (non-benefited, part-time), Clerk Typist Full-Time, School Receptionist full-time, School Building

Office Secretaries, Purchasing Secretary, Guidance Secretary, Attendance Secretary, Floating Administrative Assistant, and Administrative Assistant.

## **ARTICLE II – NEGOTIATION PROCEDURE**

- A. Pursuant to Chapter 123, Public Laws of 1974, the “Board” agrees to enter into collective bargaining negotiations with the “Association” in a good faith effort to reach agreement on terms and conditions of employment.
- B. The “Board” shall receive all employee proposals in writing prior to the start of negotiations. The time and place of meeting shall be set by mutual consent.
- C. Negotiations shall begin not later than February 1<sup>st</sup> of the calendar year preceding the year in which the Agreement is to go into effect.

## **ARTICLE III – GRIEVANCE AND ARBITRATION**

- A. Effective July 1, 1976, it is agreed that an advisory arbitration procedure shall be effective. In connection with this procedure, the parties hereto agree as follows:
  - 1. Non-tenure employees shall not be permitted to grieve their non-reemployment.
  - 2. Advisory arbitration shall pertain only to the interpretation, application or violation of specific contractual terms as herein set forth, and shall not include any grievances involving administrative decisions, policy decisions or interpretations or applications of N.J.S. Title 18A.
  - 3. Administrative decisions and policy decisions which are excluded from the advisory arbitration procedure shall be grieved up to and including the Board of Education only.
- B. The purpose of the following procedure is to provide a means for the processing of a dispute or controversy which may arise with respect to the interpretation, application, or violation of specific contractual terms of this Agreement.
- C. The term “grievance” as used in this Agreement, is a dispute or controversy concerning the interpretation, application or violation of specific provisions of this agreement.
  - 1. The grievance procedure herein set forth shall be available only to those employees within the bargaining unit heretofore set forth, who have completed at least six (6) months employment with the “Board”. This grievance procedure shall

not be available to non-tenured employees concerning their non-reemployment by the “Board”.

2. A grievance to be considered under this procedure must be initiated by the employee within ten (10) school days of its known occurrence. Failure to act shall be deemed to constitute an abandonment of the grievance.

D. Policy

1. In the presentation of a grievance, the employees shall have the right to present his own appeal or to designate a representative to appear with the employees at any step of the Appeals procedure.
2. Nothing herein contained shall be construed to limit the right of an employee having a grievance within the meaning of this Agreement to process same through all prescribed levels with or without intervention by the “Association,” as the employee may elect. The “Association” shall, however, be given an opportunity to be present at all hearings conducted after level one, and shall, with permission of the employee have access to all pertinent documentation.
3. The “Board” shall have the right to designate a representative to participate at any stage of the grievance procedure.
4. Failure at any level 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 level. Failure at any level of this procedure to appeal a grievance to the next level within specified time limits shall be deemed to be abandonment of the grievance or acceptance by the employee of the decision rendered at this level. Time limits may be waived only with the consent of the parties at each level.
5. It is understood that the employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the “Board”. If time is lost by an employee in processing a grievance, necessitating the retention of a substitute (except where the employee is temporarily relieved of normal duties by the Superintendent), the “Board” will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.

E. Procedure

1. The employee shall first discuss his grievance orally with his immediate supervisor either directly or through the “Association’s” designated representative with the objective of resolving the matter informally.

2. If a satisfactory settlement is not reached at the informal level, hereinabove set forth, or if no decision has been rendered within five school days after presentation of grievance, the employee or his representative may present his grievance in writing within five (5) days after determination made in paragraph one to the immediate supervisor. The written grievance shall set forth:
  - a) The nature of the grievance and the remedy requested;
  - b) The nature and extent of injury or loss;
  - c) The results of the previous discussion;
  - d) The basis of dissatisfaction with prior determination.
3. A written decision shall be rendered within five (5) full days after receipt of the written grievance.
4. If the grievance is not satisfactorily disposed of in the prior step, or if no decision has been rendered within five (5) school days after delivery of the grievance to the immediate supervisor, then the grievance may be referred to the Superintendent within ten (10) school days of the completion of the proceeding in the preceding paragraph. The submission to the Superintendent shall be in writing and shall include copies of all relevant documents previously considered in the grievance procedure together with a statement explaining the employee's dissatisfaction with those decisions previously rendered within two (2) weeks after receipt of the written grievance (unless a different time period is mutually agreed upon in writing). The Superintendent shall in writing advise the "Association" and the employee of his determination and shall forward a copy of said determination to the immediate supervisor of the aggrieved employee.
5. If the grievance is not satisfactorily disposed of in the prior step, or if no decision has been rendered within ten (10) school days after delivery of the grievance to the Superintendent, then the grievance may be referred to the Board of Education within ten (10) school days of the completion of the proceeding in the preceding paragraph. The submission to the "Board" shall be in writing and shall include copies of all relevant documents previously considered in the grievance procedure together with a statement explaining the employee's dissatisfaction with those decisions previously rendered within two (2) weeks after receipt of the written grievance (unless a different period of time is mutually agreed upon in writing). The "Board" shall in writing advise the "Association" and the employee of its determination and shall forward a copy of said determination to the immediate supervisor of the aggrieved employee.
6. In the event the disposition made of the grievance is deemed unsatisfactory, either party may request the American Arbitration Association to process the grievance in question in accordance with its rules and regulations for the selection of an Arbitrator who shall render an advisory arbitration opinion only. Such request must be made within fifteen (15) calendar days of the date of receipt of the "Board's" decision. The decision of the

Arbitrator shall not be binding upon any of the parties to this Agreement and shall be advisory in nature only.

7. The Arbitrator shall limit his/her determination to the issues submitted to him/her and shall rule on nothing else. His/her determination shall be limited strictly to the application or interpretation of the provisions of this Agreement, and he/she shall be without power or authority to make any determination contrary to or inconsistent with the terms of this Agreement or of Applicable law. The Arbitrator may not alter, add to or omit from the provisions of this Agreement.
8. Only the "Board" and the Aggrieved and the "Association" shall be supplied with copies of the Arbitrator's determination.
9. Each party will bear the total cost incurred by itself. The fees and expenses of the Arbitrator are the only costs which will be shared equally by the "Board" and "Association".

#### **ARTICLE IV – LEAVES OF ABSENCE**

##### **A. Sick Leave**

###### **1. Definition:**

Sick Leave is defined to mean the absence from her post of duty of a regularly employed school employee because of:

- a. Personal disability due to illness or injury; or because of exclusion from school by the school physician on account of a contagious disease or of being quarantined for such disease in her immediate household. Personal illness may further be construed to mean illness requiring home or hospital confinement followed by a period of convalescence.
- b. A requirement of diagnostic tests, medical or dental treatment which cannot be scheduled for a time when school is not in session.

###### **2. Regular Sick Leave**

- a. All secretarial personnel shall be entitled to one sick day per contract month as follows: 10 month employees will receive 10 days per school year; 12 month employees will receive 12 days per school year. However, in the event an employee for any reason enters a pay status after the beginning of the school year, she/he will be considered to have earned sick leave at the rate of one day per month, starting with the first full month of employment.

- b. Any unused sick leave shall accumulate without limit to be used for additional sick leave as needed in subsequent years.
- c. In the event of absence for illness or injury in excess of three (3) consecutive days, the Human Resources manager may require a physician's certificate as a prerequisite for continued sick leave payments.

### 3. Extended Sick Leave

- a. After attainment of tenure status, a regular employee who is ill or disabled for a period in excess of the employee's total sick leave accumulation shall receive her salary for a period equivalent to five (5) days for each year, or part thereof, such employee has been regularly employed by the "Board". This additional sick leave shall not extend beyond June 30<sup>th</sup> of the school year in which the illness or injury occurs.
- b. When such employee is absent on extended sick leave for a period in excess of five (5) consecutive days, Human Resources Manager may require a physician's certificate as a prerequisite for further sick leave salary payments.

### 4. Involuntary Sick Leave:

- a. Upon recommendation of the Human Resources Manager, the "Board" may at its own expense, require an employee to submit to a physical to determine whether involuntary sick leave is warranted. An employee placed on involuntary sick leave by the Board shall be entitled to compensation in accordance with the voluntary sick leave provisions of this Article.

### 5. Maternity Disability/Child Rearing Leave

Maternity Disability and Child Rearing Leave shall be available in accordance with the Family Medical Leave Act.

## B. Personal Leaves of Absence

Secretarial employees shall be entitled to temporary, noncumulative leave of absence in accordance with the following:

- 1. Up to five (5) working days at any one time with full pay when death occurs in immediate family (spouse, child, parent, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, grandparent, grandchild, and any other member of the immediate household).

2. One (1) day with full pay to attend the funeral of a close friend or relative per year (other than immediate family). Any subsequent days need prior approval by the Superintendent.
3. Up to three (3) days per school year, noncumulative, with full pay to care for a member of the immediate household, or parent domiciled elsewhere, who is ill.
4. Three (3) days with full pay per school year to attend to matters of personal business which are so pressing that they demand immediate attention and cannot be attended to at a time when schools are not in session. A personal business leave day shall not be granted for the day following holidays or vacations. To obtain a personal leave day an employee must submit a request for the day of personal leave at least two (2) days in advance of the day which the employee seeks as a personal day. Such a request shall be made to the employee's immediate supervisor, whose concurrence shall be required for that particular day. The written request shall be set forth that the day is required for a matter which is of an emergency nature which cannot be attended to otherwise.
5. Employees called for jury duty shall be paid an amount equal to the difference between the employee's daily salary and the jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each school day the employee reports or performs jury duty.
6. Employees shall be granted leave with full pay for time necessary to appear in any legal proceedings connected with their employment or with the school system, if the employee is required by law to appear, except when necessary to resolve an impasse in which case those employees participating in any labor mediation will be in a leave without-pay status.

C. Superior Attendance Record

1. For the purpose of encouraging superior attendance the "Board" will establish the following procedures for the 2005-2008 school years. The "Board", at its own option, may increase the benefits or modify or discontinue the plan in following years.
2. A sum of \$800.00 will be provided to each employee who qualifies by reason of superior attendance.
3. Absences excluded from application to the above procedure are death in the family, attendance at funerals, and jury duty absences, vacation and compensatory time.

D. Emergency Closings

1. On those days which are officially designated as “snow days” throughout the school district and the schools in the district are not open, employees shall not be required to report for work.

**ARTICLE V – HOSPITALIZATION,  
MAJOR MEDICAL, AND DENTAL BENEFITS**

- A. Full family hospitalization and medical coverage shall be available by a plan providing comparable or better coverage than the plan in effect for the 1975-76 school year. The Board shall pay the full premium for each employee and, where appropriate, for family plan insurance coverage. The Board shall have the right to change insurance carriers provided that the plan shall at all times provide for comparable or better coverage than the plan in effect for the 1975-76 school year. In the event the Association is of the opinion that the plan does not provide for comparable or better coverage than the plan in effect for the 1975-76 school year, then and in that event, the Association may proceed through the grievance procedure including the arbitration, to determine whether the coverage provided is comparable or better than that which was in effect for the 1975-76 school year, and the arbitrator shall have full authority with reference to this particular issue to continue the coverage in effect as provided for by the Board of Education or to set aside the coverage in effect for the 1975-76 school year.
- B. The Board shall notify the carrier to provide to each employee a description of the health care insurance coverage provided under this Article at the beginning of the enrollment period, which shall include a clear description of conditions and limits of coverage as listed above.
- C. Commencing January 1, 1997 or the date of ratification, whichever shall occur first, application of deductibles to all coverages within the traditional indemnity program and elimination of the first dollar benefit with the following exceptions: Pap smear, mammography, and a routine physical every 24 months.
- D. Commencing July 1, 1997, hospitalization and medical coverage shall include pre-admission testing, hospital pre-certification; mandatory second surgical opinion; and elimination of carryover deductible. Employees whose first day of employment is after June 30, 1997 shall be enrolled in the designated provider program of the medical insurance program. Employees whose first day of employment is after June 30, 1997 and shall choose traditional indemnity medical coverage shall pay the difference in the premium cost between the designated provider program and the traditional indemnity program through a payroll deduction plan.

- E. Commencing July 1, 1998, employees whose first day of employment is prior to July 1, 1997 and who are enrolled in the traditional indemnity program shall pay \$100 per year for single coverage and \$200 per year for family coverage through a payroll deduction plan.
- F. Commencing July 1, 2001, the Board will assume one-half of the cost of a dental plan. One-half of the cost of such plan shall be borne by each employee through a Payroll Deduction Plan.
- G. Either party may reopen the issue of Health Benefits if changes are made to the RTEA contract. Retroactive reimbursement will be made for the difference should a lower co-pay be negotiated for each year of this contract.
- H. All employees under 30 hours will have the opportunity to purchase health benefits from the Rockaway Township Board of Education at their expense.

#### **ARTICLE VI – SALARIES**

- A. The salaries of all employees covered by this Agreement are as set forth in the salary schedule of this Article VI.
  - 1. When a pay day falls on or during a vacation, or weekend, employees shall, to the extent feasible, receive their paycheck on the last previous working day.
  - 2. Within the capabilities of the computer program, employees may elect to have deducted from their paychecks the following:
    - a. Summer Savings
    - b. Tax Shelter Annuities
    - c. Dental program premiums, and
    - d. Any additional deductions mutually agreed upon between the Board and the Association.
  - 3. Should an employee be engaged for a period of less than six (6) months prior to the end of the school year, she/he will remain at the same salary for the following school year.
- B. All secretarial personnel shall receive the negotiated increase provided such employee receives a satisfactory evaluation.

**SCHEDULE A**

Grade II	-	Clerk Typist Part Time (non-benefited)
Grade III	-	Clerk Typist Full-Time School Receptionist Full Time
Grade IV	-	School Building Office Secretaries
Grade V	-	Purchasing Secretary Attendance Secretary
Grade VI	-	Guidance Secretary
Grade VII	-	Administrative Assistant Floating Administrative Assistant

All Administrative Assistants are 12-month employees

C. Salary increases will be in accordance with the schedule below:

2005-2006	4.6%
2006-2007	4.5%
2007-2008	4.5%

Part-time rates increase by same percentages.

D. Salary adjustments due to educational credits earned by members of the bargaining unit will be based upon the following criteria:

1. Each credit is equal to 10 hours of formal instruction or attendance at approved courses, workshops or seminars.
2. A salary increase of \$200 for each 5 credits earned will be applied to the base pay of the member for the school year following the accumulation of the 5 credits. The school year will be from July 1<sup>st</sup> to June 30<sup>th</sup>.
3. No credit will be given for any courses, workshops or seminars that take place during the regular workday.
4. Approval of immediate supervisor as well as the Superintendent of Schools must be obtained in advance of attendance at course, workshop, or seminar whether it is taken for credit or reimbursement. Approval will be dependent upon applicability of course, workshop or seminar to current assignment of member, or job related field as determined by the Superintendent.

5. Reimbursement for attendance at courses will be limited to current contract language.
6. Validation of attendance or transcript of completed work will be required for application of credit or reimbursement.

## SCHEDULE B

(For School Year 2005-2006)

<u>NAME</u>	<u>T/C</u>	<u>POSITION</u>	<u>10/12</u>	<u>GRADE</u>	<u>SALARY</u>
Bonnie Armitt	C	Administrative Assistant / CMS	12	VII	\$37,675
Marcelene Bender	T	Clerk-Typist/Birchwood (27.5 hours per week)	10	II	\$20,628
Brenda Bolanowski	T	Administrative Assistant/Transp.	12	VII	\$44,908
Linda Bruseo	T	Administrative Assistant/Dwyer	12	VII	\$42,471
Joanne Carbone	T	Purchasing & Supplies Secretary	12	V	\$35,283
Andrea DeFilippo	C	Clerk-Typist/Dwyer (27.5 hours per week)	10	II	\$20,628
Dolores DiScala	T	Clerk-Typist/Stony Brook (27.5 hours per week)	10	II	\$21,095
Odilia Federocko	T	Floating Admin. Assistant/C.O.	12	VII	\$49,876
Diane Fusco	T	Guidance Secretary / CMS	10	VI	\$35,353
Diana Kondra	C	Attendance Secretary / CMS	10	V	\$27,845
Karen McCann	C	Clerk-Typist / O'Brien	10	II	\$20,628
Rosemary Muscolino	T	Admin. Assistant / Stony Brook	12	VII	\$41,843
Marie Newsome	T	Admin. Assistant / Malone	12	VII	\$45,396
Michele Sewatsky	T	Administrative Assistant / O'Brien	12	VII	\$37,675
Lynn Smith	C	Clerk Typist/CMS/Music Dept.	10	III	\$25,621
Judite Wallin	T	Clerk-Typist/Malone (27.5 hours per week)	10	II	\$20,628
Patricia Zielinsky	T	Admin. Assistant / Birchwood	12	VII	\$41,873

Part-Time Clerical Employees:      \$14.30 per hour (2005-2006)

**ARTICLE VII – PLACEMENT ON SALARY GUIDE, NEW PERSONNEL**

New Hires cannot receive salaries less than 90% of the salary of the lowest paid employee in the same grade level for that school year.

No new employee will be hired at a salary greater than the lowest paid person in that grade level made the year before.

All employees new to the school district shall receive at least partial credit for directly related school work and/or non-school experience that, in the judgment of the Board of Education, positively relates to the secretarial assignment.

**ARTICLE VIII – BOARD RIGHTS**

The “Board”, on its own behalf and on the behalf of the electors of the district, retains and reserves unto itself without limitation, all powers, rights, responsibilities, authority and duties conferred upon and vested in it by the laws of the State of New Jersey, including the right to the executive management and administrative control of the school system and its properties.

**ARTICLE IX – HOURS OF WORK**

A. Twelve-Month Employees

1. Twelve-month employees shall work a seven (7) hour day, five (5) days per week. There shall be a one (1) hour nonpaid lunch period each day. Their daily work schedule shall be as determined by the Superintendent of Schools.
2. When schools are on half-session, the twelve-month employees shall work their normal full day’s schedule.
3. Overtime/compensatory time shall be earned at the rate of one and one-half hours for each overtime hour worked after the completion of thirty-five (35) hours in each workweek. Overtime/compensatory time shall be earned only with the prior approval of the immediate supervisor. Compensatory time shall be scheduled upon notice and with the prior approval of the immediate supervisor.
4. To be eligible for benefits an employee must work a minimum of 30 hours per week. Current employees as of 7/1/97 are grandfathered.

5. If a member of the secretarial staff is required to come in early on delayed opening day, compensatory time or overtime will be given at the discretion of the Superintendent.

B. Ten-Month Employees

1. Ten-month employees shall work a seven (7) hour day, five (5) days per week. There shall be a one-hour nonpaid lunch period each day. Their daily work schedule shall be as determined by the Building Principals.
2. When schools are on half-session, the ten-month employees shall work their normal full day's schedule.
3. Overtime/compensatory time shall be earned at the rate of one and one-half hours for each overtime hour worked after the completion of thirty-five (35) hours in each work week. Overtime/compensatory time shall be earned only with the prior approval of the immediate supervisor. Compensatory time shall be scheduled upon notice and with the prior approval of the immediate supervisor.
4. Ten-month employees shall report for work on September 1<sup>st</sup>, unless it falls on a weekend or holiday. Their contract periods will continue through June 30.
5. In the event a ten-month employee is called to work between July 1<sup>st</sup> and August 31<sup>st</sup>, the pay rate will be time and a half based on the new contract salary.
6. Any ten-month employee who is hired for the Summer Program should receive payment based on their new contract rate.
7. To be eligible for benefits an employee must work a minimum of 30 hours per week. Current Employees as of 7/1/97 are grandfathered.
8. If a member of the secretarial staff is required to come in early on delayed opening day, compensatory time or overtime will be given at the discretion of the Superintendent.

**ARTICLE X – NURSING DUTIES**

No employee shall be required to take over the medical duties of the nurse. Employees will render minimal emergency services. Board Comprehensive Policy currently covers employees under these circumstances.

## ARTICLE XI – VACATIONS

- A. Twelve month employees shall be eligible for annual vacations as follows:
- |       |  |
|-------|--|
| (0-1) | Year's Service - two (2) weeks           |
| (5)   | Years' Service - three (3) weeks         |
| (10)  | Years' Service - four (4) weeks          |
| (11)  | Years' Service - four (4) weeks + 1 day  |
| (15)  | Years' Service - four (4) weeks + 2 days |
| (18)  | Years' Service - four (4) weeks + 3 days |
| (19)  | Years' Service - four (4) weeks + 4 days |
| (20)  | Years' Service - five (5) weeks          |
- B. During the vacations which occur during the school term, all twelve-month employees will work a sufficient number of days on a rotation basis in a mutually agreeable arrangement between the Superintendent and Human Resources Manager. In no event shall said force exceed one-half of the available personnel.
- C. All twelve-month employees shall adjust their vacation period according to the demands of the office work schedule. The Superintendent and Human Resources Manager shall arrange such a schedule on a rotating basis to service their needs.
- D. Vacation time shall not be carried over from one year to the next unless some part of it shall not have been taken at "Board's" request. In such event the employee may, at her option, carry the unused portion over to the following year or be paid on the basis of the salary in effect when the vacation was earned.
- E. Ten-month employees shall follow the school calendar.

## ARTICLE XII – HOLIDAYS

- A. All twelve-month employees shall be given the following holidays, and any additional days allocated for such employees by the Board of Education:

New Year's Day, Good Friday, Memorial Day, July 4<sup>th</sup>, Labor Day, Veterans' Day, Thanksgiving Day and the Friday following, Christmas Day, and early release on Christmas Eve Day and New Year's Eve Day when schools are closed.

Release time shall be 1:00 P.M. and employees shall work through their lunch period. Holidays shall be taken the day before or after when they fall on the weekends. Three (3) additional holidays shall be granted based on the school calendar and by mutual agreement.

- B. Ten-month employees shall follow the school calendar.

**ARTICLE XIII – ATTENDANCE / LUNCH HOURS**

- A. Time Sheet –Secretarial employees shall sign in and sign out daily in office of Principal or Supervisor.
- B. Lunch Hours – Secretarial personnel in the Administration Building will stagger their lunch hours in such a manner that the switchboard, Superintendent’s Office and the Board Office are covered with at least one employee present.

**ARTICLE XIV – EVALUATION**

Secretarial employees shall be given a ninety (90) working day notice of unsatisfactory performance and possibility of withholding of increment. Review will be made of performance after a ninety working day period.

**ARTICLE XV – PROMOTIONS**

- A. Qualified employees will be given first consideration for promotion.
- B. A notice will be posted in all school buildings concerning available openings for bargaining unit positions. However, if a position becomes available during the summer months, the Human Resources Manager will notify Association members.
- C. Within five (5) days of the posting, any employee within the bargaining unit who desires to apply for the position shall submit his/her application to the designated Supervisor.
- D. It is understood and agreed that the “Board” may simultaneously advertise the opening and that there is no obligation to fill the position from within the bargaining unit. The “Board” agrees to consider all applications but it is understood and agreed that the “Board” has complete discretion to make the final decision concerning the filling of the position.
- E. Any reclassification of positions must be negotiated with the bargaining unit.
- F. Any part-time or ten-month member of the Association who accepts a twelve-month position shall be given credit for his/her total years in a secretarial/clerical position for the purpose of determining vacation entitlement. This clause is retroactive for any current member of the Association who did not receive credit toward vacation when they moved from a part-time or a ten-month position to a twelve-month position.

- G. Any ten-month employee who accepts a twelve-month position shall have his/her salary annualized based upon his/her ten-month salary.
- H. Any employee who accepts a promotion to a higher grade level shall have his/her salary increased by \$1500 per grade level which will be added to the base salary.

### **ARTICLE XVI – PAYMENT AT RETIREMENT**

- A. Effective July 1, 1989, each employee shall be entitled, upon retirement for service and age or disability from a state administered retirement system, to receive a lump sum payment for one-third of the earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment.
- B. Such supplemental compensation shall be computed as follows: The employee shall receive upon retirement one (1) day's pay for each three (3) days of earned and unused accumulated sick leave, and prorated for reduced sick leave entitlement resulting from an employee's retirement prior to the conclusion of any school year. The per diem rate for calculating each supplemental compensation shall be 1/200<sup>th</sup> of the salary received for ten (10) month employees or 1/240<sup>th</sup> of the salary received for twelve (12) month employees.
- C. Notice of intention to claim the benefits provided herein must be made in writing to the Board on or before sixty (60) days prior to the date on which the retirement becomes effective. However, the "Board" will consider waiving the sixty (60) day notice in cases of emergency or unexpected circumstances.
- D. There will be a Cap on total payment per employee at \$6,000.00 except for those employees above \$2,500.00 as of July 1, 1995. All employees above \$2,500.00 according to attached Schedule C will earn \$50.00 for each sick day accumulated above their total as of July 1, 1995. (*Example- employee "A" has a currently valued sick-day payout of \$3,250.00 as of July 1, 1995. They accumulate 10/12 more sick days as of July 1996. These days are worth \$500.00/\$600.00 which, added to the original total of \$3,250.00, now is worth a grand total of \$3,750.00/\$3,850.00.*)

### **ARTICLE XVII – TUITION REIMBURSEMENT**

Employees will be eligible for reimbursement for any course work taken to improve their skills or for course work leading to a degree in a job-related field as determined by the Superintendent. Employee must submit written request in advance of registration for approval by the Superintendent. Full tuition reimbursement will be paid after successful completion of course

work. Employee will guarantee employment for one full year after reimbursement is received or will repay the Board for full amount.

### **ARTICLE XVIII – VALIDITY OF AGREEMENT**

In the event that any provisions of this Agreement shall at any time be declared invalid by any court or competent jurisdiction or through the government regulation or decree, such decision shall not invalidate the entire Agreement, it being the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

### **ARTICLE XIX – AMENDMENTS**

- A. By mutual consent of the Employer and the “Association”, this Agreement may be opened at any time for amendment. Any request for amendment from either party shall be in writing and must include summary of the amendment or amendments proposed. Within twenty (20) working days of receipt of such request, representation of the employer and the “Association” shall meet to discuss the matter. If the parties agree that opening of the Agreement is warranted, they shall proceed to negotiate the proposed amendments. No change will be considered other than those directly related to the subject of the proposed amendments. Any amendments on which agreement is reached shall be duly executed by both parties. No other type of change to this Agreement shall be recognized except as provided in Section B below.
  
- B. It is recognized that amendments to this Agreement may be required because of changes in applicable laws, rules, regulations, or policies issued by higher authority after the date of execution of this Agreement. In this event, the parties will meet for the purpose of negotiating new language that will bring the Agreement into conformity with the new requirements. Such amendments shall be duly executed by the parties and will become effective on a date determined to be appropriate under the circumstances.

**SCHEDULE C**

**SECRETARIES' SICK DAYS PAYOUT AS OF JULY 1, 1995**

<u>NAME</u>	<u>DAYS/ YEAR</u>	<u>SALARY 95-96</u>	<u>DAILY RATE</u>	<u>SICK DAYS</u>	<u>PAYOUT DAYS</u>	<u>SICK DAYS PAYOUT</u>
<b>Bolanowski, Brenda*</b>	240	\$27,162	\$113.18	110.0	36.67	\$4,149.75
Bruseo, Linda	200	\$21,197	\$105.99	62.5	20.83	\$2,208.02
<b>Federocko, Odilia*</b>	200	\$25,365	\$126.83	61.0	20.33	\$2,578.78
Muscolino, Rosemary	200	\$20,760	\$103.80	48.5	16.17	\$1,678.10
Newsome, Marie	200	\$21,356	\$106.78	37.0	12.33	\$1,316.95
<b>Zielinsky, Patricia*</b>	200	\$21,197	\$105.99	98.0	32.67	\$3,462.18

**\*Sick days payout will be calculated upon retirement in accordance with Article XVI (D).**

**\*\*Also included are the Exempt secretaries listed below:**

**Annette Maratta  
Kathy Murphy  
Karen Zincavage  
Barbara Vojvodich**

## **ARTICLE XX – PUBLICATION OF AGREEMENT**

- A. It is agreed that sufficient amount of copies of this Agreement will be provided initially by the Employer and that subsequent copies will be provided and distributed to new employees by the Association.
- B. Any subsequent supplemental, implementing, subsidiary, or informal agreements between the “Association” and the Employer will be provided and distributed by the Employer in sufficient number of copies to meet the needs of the “Association” and Employer based on mutual agreement at time of need.

## **ARTICLE XXI MISCELLANEOUS PROVISIONS**

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this agreement, during its duration, shall be controlling.

## **ARTICLE XXII – DURATION OF AGREEMENT**

This Agreement shall remain in full force and effect for a period of three years commencing July 1, 2005, and shall expire at midnight June 30, 2008.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Employees, and their corporate seals to be placed thereon.

**ROCKAWAY TOWNSHIP BOARD OF EDUCATION**

ATTEST:

BY: \_\_\_\_\_  
Secretary                      Date

BY: \_\_\_\_\_  
President                      Date

**ROCKAWAY TOWNSHIP SECRETARIAL ASSOCIATION**

ATTEST:

BY: \_\_\_\_\_  
Vice President              Date

BY: \_\_\_\_\_  
President                      Date