

PERC

MEMORANDUM OF AGREEMENT

Accepted Agreement

by and between

RIVER DELL REGIONAL BOARD OF EDUCATION

and

RIVER DELL EDUCATION ASSOCIATION

July 1, 1975 - June 30, 1977

Memorandum of Agreement made this day of October 20, 1975 by and between the River Dell Regional Board of Education and the River Dell Education Association.

1. The following represents terms of the settlement entered into in outline form only.
2. That the duration of the contract shall be for two (2) years commencing and retroactive to July 1, 1975 and terminating on June 30, 1977.
3. That this Memorandum of Agreement shall cover the teaching staff, the secretarial staff and custodial staff, even though there be three separate and distinct contracts covering such units.
4. So far as the teachers are concerned, the settlement terms are:
 - A. That the base of the salary guide for 1975-76 shall be increased by a sum equal to 3%,
 - B. that all persons entitled to advancement on the increment ladder shall receive such advancement,
 - C. that the existing structures related to the indices (current contract 3.1), shall continue in full effect,
 - D. any person entitled to horizontal movement on the salary guide shall be granted such movement,
 - E. the Board agrees to reimburse up to 50% of tuition spent by a teacher up to an aggregate limit of \$5,000.00 per year for all teachers subject to the Superintendent's prior approval, in writing, in the particular course in which the tuition reimbursement is sought. No prior approval is required for (i) courses related to an accredited Master's Degree provided that said employee has matriculated in that accredited Master's

program and provided further, that said employee does not already hold an accredited Master's Degree, and

(ii) graduate credit courses taken at an accredited college or university within the area of classroom teaching certification(s) up to a limit of two such certifications.

(iii) up to a total of three graduate courses in either of the areas of guidance, psychology and reading or a combination of the above.

5. The Association has presented the Board with a two page schedule (copy of which is annexed), on which are listed sixteen (16) circumstances giving rise to grievances. During these negotiations all but items numbered 2, 3, 14, and 15, have been resolved by agreement, withdrawal, or waiver as has been agreed.
6. There shall be established a six (6) member liaison committee composed of three (3) members of the RDEA and three (3) members from the administration and the Board of Education whose function will be to meet and discuss and settle any problems which may arise under the terms of this contract.
7. As to the unresolved grievances numbered 2, 3, 14, and 15, on the aforementioned schedule, these will be the first order of business to be discussed by the liaison committee.
8. Failing such resolution and in no event later than (than) 60 days from the day hereof the four situations numbered above, shall be submitted to binding arbitration under and pursuant to the rules of the American Arbitration Association.

9. The Association represented to the Board that there are no further situations whatsoever which may give rise to a grievance existing at the time of the execution of this memorandum.
10. The Association further represents that each and all of its members will not initiate any grievances whatsoever for facts and circumstances arising prior to the day of this agreement and that any grievance initiated hereafter may only arise out of fact and circumstances arising from and after this agreement. Notwithstanding, the above, it is understood and agreed that Mr. Richard Grey (Gray) shall have reserved to him and him only, the right to grieve out of item 16 on the aforementioned scheduled, annexed hereto.
11. Each party represented, one to the other, and agrees that there will be no harassment, reprisal, or any action whatsoever taken against or between members of the administration, teachers, substitute teachers, teacher aides, students, secretarial staff, custodial staff or any one who worked to keep the schools open during the strike period or who may have assisted the strikers.
12. The Board agrees to provide a pay scale reflecting parity for female coaches.
13. The Board agrees that it will make available days of work to the teachers to enable them to work and make up not less than four (4) days with pay. In addition, the Board recognizes the teachers' right to utilize Columbus Day, a personal day, and a professional day to make up an additional three (3) days of the strike with pay.

Any member of the bargaining unit who is laid off shall have re-call rights for a period of twenty-four (24) months following such lay-off. The Board agrees to re-call laid off employees, the first one laid off is the first one re-called provided that the person re-called meets the area of certification requirements of the available position. The Association will have the responsibility of maintaining the true and accurate addresses of the persons to be re-called and any notice given by the Board and mailed to the last known address of the said person, shall be deemed to be the notice of re-call. Failure to respond to the notice of re-call within ten (10) days from the date of mailing of same, shall be termed to be a waiver and relinquishment of the right of re-call.

The Association agrees that the contract shall be amended to remove therefrom, any reference to Advisory Arbitration as the fourth step in the grievance procedure, it being understood that the new final step in the grievance procedure will be action by the Board of Education. It is understood that either party shall have the right to go further in the preservation of their rights if they see fit to do so.

In the second year of the contract, the parties agreed as follows:

1. The Board shall add to the prescription plan a sum (sum) not to exceed \$2,000.00 to be available in accordance with its terms and provisions.
2. The Board shall provide the sum of \$25.00 additional per bargaining unit employee for the dental plan for that year.
3. Negotiations shall commence to be terminated on or before May 1, 1976 on wages and stipends.

In the event agreement has not been reached on those two items only, both sides agree to propose a fair and final offer on wages and stipends only and submit the same to binding arbitration according to the rules of the American Arbitration Association with a direction that the abritrator(arbitrator) may only choose one or the other wage and stipend offer in total and without any modification thereof.

The decision of the arbitrator shall be implemented by the Board.

It is understood and agreed that there shall be no other language changes in this two (2) year agreement.

It is understood that all terms and conditions set forth in the most recently expired contract here unto and not inconsistent with the terms of this memorandum shall be carried forward into this agreement.

All proposals of either or both parties not covered by the terms of this memorandum, shall be considered as having been dropped and/or withdrawn.

For the River Dell Education Asso.

Eugene Poplinsky
Elizabeth Maury

J. J. Ullerspley
Board of Education
Paul C. Kieff
Board of Education

Board of Education

/s/ LAWRENCE I. HAMMER P.E.R.C.

Memorandum of Agreement made this day of October 20, 1975 by and between the River Dell Regional Board of Education and the Custodial Unit of RDEA.

The following represents terms of the settlement entered into in outline form only: 2 yr. agreement 7/1/75 - 6/30/77

1. The Board shall provide an 8% salary increase for members of the above unit.
2. The matrons will be given a salary increase in accordance and equal to a custodian with a like number of years experience.
3. One additional holiday which will be designated by the Board.
4. The extended sick leave presently in force for the teachers shall be set forth to include employees of this unit.
5. The no reprisal clause set forth in the memorandum covering teachers, shall be extended to the members of this unit as well.
6. The make up days for this unit will be made up as agreed by the Secretary to the Board and the Building Service Unit at a future date.
7. Second Year: Fair and Final on salary only; no other language changes.

For the River Dell Education Association

Suzanne Pylinski
Elizabeth Maury

For the Board of Education

J. J. Allersley
Paul Schief

/s/ LAWRENCE I. HAMMER P.E.R.C.

Memorandum of Agreement made this day of October 20, 1975 by and between the River Dell Regional Board of Education and the Secretarial Unit of RDEA.

The following represents terms of the settlement entered into in outline form only: 2 year agreement 7/1/75 - 6/30/77

1. Members of this unit shall receive a 3% salary increase in dollars and a half hour reduction in their work day so there (their) work day shall end at 4:00 p.m.
2. That bereavement leave shall be provided for members of the Secretarial Unit identical to the bereavement leave provided in the teachers' contract.
3. That the Board agrees that 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.
4. The no reprisal clause and the provision for make up days due to the strike, shall be the same as in the teachers' contract.
5. For the second year of the agreement: Fair and final offer for salaries only; no other language changes.

For the River Dell Education Association

Eugene Polinsky
Elizabeth Maury

For the Board of Education

J. Murphy
Paul Chiff

/s/ LAWRENCE I. HAMMER P.E.R.C.

GRIEVANCES

| | | | |
|-------------|---|---|--------------------|
| O.K. | 1. <u>Pay Increments</u> (Law) (Contract) | Settled | |
| ? | 2. <u>Department Chairmen</u> (Practice) | Four have additional teaching period. A. Additional Comp. B. Revert | |
| ? | 3. <u>English Teachers</u> (Practice) | 18-20 English teachers assigned duty period - A. Additional Comp. B. Revert | |
| Y | 4. <u>RDEA President</u> (Contract) | Given Duty Assignment. A. Revert | Association Relief |
| Y | 5. <u>RDEA Building Reps</u> 1 per. (Contract) | Given Duty Assignment A. Revert | Association Relief |
| Y | 6. <u>Non-Teaching Duty</u> (Contract) | Given Duty Assignment (Page 28) Revert | Association Relief |
| Y | 7. <u>Advisory Council</u> (Contract) | Possible to schedule common free time | Association Relief |
| No | 8. <u>3.21 Committee</u> | Continue to Exist | Withdrawn |
| Rearbitrate | 9. <u>T.E.T.</u> (Contract) | Credit for two (2) T.E.T. means horizontal movement. | Johnson Molnar |
| | | Settled - 1 credit allowed for guide movement. No tuition reimbursement. | |
| No | 10. <u>Dept. Chairmen</u> (Law) | Discriminatory separation of pay for pension purposes. | |
| | | Settled subject to check for asso. relief. | |
| No | 11. <u>Vouchers</u> (Practice) | Guidance, Child Study & Librarians to be paid extra stipend. (Perry Memo) 185 | |
| | | Settled subject to check for asso. relief. | |
| No | 12. <u>Sick Days</u> (Law) | Part-time staff - improper sick day allocation | |
| | | Withdrawn. | |

Grievances continued

- Compromise 13. Mike Larko
(Practice) Extra released time - due to operation of computer terminal and program.
Settled. 1 less math class assgnt per day - 5 per week.
- ? 14. Science Teachers If normal teaching assignment does not total 25 - given extra duty.
- ? 15. Regular Teachers - Sub Pay - A. Teachers with partial contract -
No-No (Law) (Contract) paid sub rate to pick up additional class(es)
B. Long term hiring at sub rate
16. Gray - Partial 4/5 contract