

Contract - no 879

LIBRARY
INSTITUTE OF MANAGEMENT
OCT 9 1989
RUTGERS UNIVERSITY

AGREEMENT

By and Between the

RIVER DELL REGIONAL
BOARD OF EDUCATION

and the

SECRETARIAL UNIT
of the
RIVER DELL EDUCATION ASSOCIATION

Effective July 1, 1989 through June 30, 1991



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 and clerical personnel employed by the Board on a ten or twelve month basis including:

Secretaries	Bookkeepers
Clerks	Payroll Clerks
Switchboard Operators	AVA Technicians
Administrative Secretaries	

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

ARTICLE II - SALARIES

- 2.0 All personnel employed on June 30, 1989 shall receive a salary adjustment as follows:

1. Salaries up to \$14,999.99 - \$700.00
2. Salaries between \$15,000.00 - \$19,999.99 - \$450.00
3. Salaries over \$20,000.00 - \$200.00

Adjustments prorated for 10 month employees and partial contracts.

This adjustment will be applied prior to percent increase and will be in effect for both contract years (see schedule).

- 2.1 As of July 1, 1989, the salary of each member of the unit shall be as indicated for that employee on attached "Schedule A - 1989/1990 Salary." The salaries listed reflect the above mentioned adjustment and then an 8% increase.

As of July 1, 1990, the salary of each member of the unit shall be as indicated for that employee on attached "Schedule A - 1990/1991 Salary." The salaries listed reflect the above mentioned adjustment and then an 8 1/2% increase.

- 2.2 There shall be a total longevity allowance for each qualifying employee, which shall be a total of \$550 in each year starting with the 15th year of service in the district, and a total of \$750 in each year starting with the 20th year of service in the district, which shall be included in and part of the employee's base salary.

ARTICLE III - VACATIONS, HOLIDAYS, WORK WEEK 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 service. 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. It is further understood that Labor Day and Independence Day will be paid holidays, when applicable. If Independence Day falls on a weekend, an additional day shall be granted.
- 3.3 The work week shall consist of 35 hours within a five (5) day period, and the work week commencing July 1 through August 31, shall consist of 32½ hours within a five (5) day period.
- 3.4 The work year shall consist of 52 weeks for 12-month employees and 43 weeks for 10-month employees.
- 3.5 The AVA Technicians will be required to work an additional 10 days if requested.

ARTICLE IV - LEAVES OF ABSENCE

4.1 Short Term Leave

A. No Deduction of Pay

i. 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 a member's accumulated sick leave days, the Board shall grant additional emergency sick leave days to be calculated as follows: four (4) times the accumulated sick leave days as of the first day of the current school year. This emergency sick leave shall not exceed ninety (90) days for a nontenured member, nor one hundred eighty (180) days for a tenured member. The use of this paragraph d) shall not affect accumulation in future years of sick leave days.
- e) Payment for these Emergency Sick Leave Days shall be at full salary.
- f) The application for Emergency Sick Leave shall be accompanied by a physician's certificate attesting to the need for such absence. Return to the school system must be requested in writing and accompanied by a physician's certificate attesting to the fitness of the employee to resume her assigned duties. The Board of Education may, whenever it deems advisable, require a physician's statement attesting to the illness of the employee or may direct the school physician to make a physical examination of any employee who is absent because of personal illness.
- ii. 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, 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.
- iii. Death of Relative
For the death of a relative outside the immediate family (such as aunt, uncle), one day will be granted.
- iv. Personal Business
For personal business, two (2) days each year by application to her immediate supervisor for approval and an assertion by the employee that the reason for the absence is allowable within the definition of the Board Policy Manual, Section V, B 1 and 2, as adopted December 8, 1969.

BOARD POLICY MANUAL REPRINT

Short Term Leave

"Short term leave may be granted under certain circumstances and on such terms and conditions as per the Agreement with the River Dell Education Association.

1. Typical of the permissible reasons for which leave for personal business may be granted (cf. the Agreement with the R.D.E.A.) are the following:

- a. Court appearance
- b. Personal medical or dental appointment
- c. Birth of his child
- d. Graduation of a member of the immediate family
- e. Closing title on his home
- f. Settle an estate
- g. To take a special examination
- h. Physical examination of Selective Service
- i. Wedding in the immediate family
- j. Major surgery on a member of the immediate family
- k. Moving
- l. Damage to property due to storm, et cetera
- m. Son leaving for overseas military service
- n. Other reasons which the Superintendent considers cogent

2. Personal days which are not likely to be approved:

- a. Wedding other than in the immediate family
- b. Graduation of other than members of the immediate family
- c. Travel
- d. Entertainment
- e. Vacation
- f. Automobile repairs or inspection
- g. Lack of transportation
- h. Job interviews
- i. Driving son or daughter to "college"

Personal days requested immediately preceding or following a holiday may be taken, provided specific reasons are stated in the application submitted for the personal day and written approval of the supervisor is received."

ARTICLE V - HEALTH INSURANCE

5.1 A. Health Care - The Board shall provide to all full-time employees the following health care insurance through the New Jersey Public and School Employees Health Benefits Plan:

1. Blue Cross
2. Blue Shield
3. Major Medical
4. Rider J

B. Prescription Program - The Board shall provide to all full-time employees and their dependents a prescription program for the term of this contract only, and only in the following manner:

1. The Board has budgeted, and the parties agree, that the limit of the Board's liability for claims under this prescription program shall in no event exceed the following sums for each year of this two-year contract, less the maximum to be deducted for clerical and administrative costs incurred for administering the within program:

1989-1990 \$4,631, less \$303 clerical/administrative costs
1990-1991 \$5,024, less \$329 clerical/administrative costs

2. Benefits for members who leave the system prior to June 30 of each contract year shall terminate as of date of severance.
3. It is distinctly understood and agreed that should claims exceeding the limits set forth in subparagraph 1 above be presented, all approved claims shall be paid on a pro-rata basis out of said amounts, and that approved claims shall be paid by September 20 of each year.
4. This prescription program shall cover for drugs and medicines (except vitamins) which under federal or state law may only be dispensed upon a written prescription by a licensed physician for the treatment or prevention of an illness, injury or condition, and if dispensed by a licensed pharmacist or by a legally constituted and operated hospital for an insured member of the unit or dependent who is not then a bed patient in that hospital.
5. The prescription program does not cover any charge for a drug and/or medicine expense:
 - a) If the expense is not required in accordance with accepted standards of medical practice;
 - b) To the extent that the charge exceeds the reasonable and customary charge for the particular drug and/or medicine;
 - c) To the extent that such charge is covered by any other insurance under which the member of the unit and/or dependent is covered;
 - d) If the expense is not prescribed by a duly licensed doctor in charge of the case;
 - e) If the expense is incurred in connection with care beyond the scope of the license of the person rendering it;
 - f) If the expense is incurred for drugs which do not require a prescription;
 - g) If the expense is incurred for prescription devices such as, but not limited to, contraceptive devices, therapeutic devices, artificial appliances, hypodermic needles, syringes, or similar devices;

- h) If the expense is incurred in connection with the administration or injection of any drug and/or medicine;
- i) If the expense is incurred in connection with contraceptive drugs;
- j) If the expense is incurred in connection with prescription dispensed to a member or a dependent while a patient in a hospital, nursing home, or other treatment institution;
- k) If the expense is incurred for drugs in connection with cosmetic surgery and/or treatment;
- l) If the expense is incurred in connection with the care of disease where the principal diagnosis is of a psychiatric illness;
- m) If the expense is incurred in connection with the care of drug addition or chronic alcoholism.

6. Claims must be made in writing in accordance with instructions from the Board Secretary not later than July 15 of each contract year, signed by the member; and annexed to said claim must be receipted invoices from the licensed pharmacy setting forth the following information:

- a) The date purchase of drug was made;
- b) Name of the patient to whom the drug was prescribed;
- c) If not the member, the relationship of the person to the member;
- d) The prescription number;
- e) The name of the pharmacy;
- f) The name of the doctor signing the prescription;
- g) The cost of the drug.

7. It is understood and agreed that no claims will be approved and/or paid prior to September 20 of each contract year, to allow the Board time to accumulate all claims and to determine mode of payment of approved claims in accordance with available funds.

C. Dental Plan - The parties agree that commencing with July 1, 1989, the board will underwrite a dental plan to the extent of \$358 per subscriber. This amount will increase to \$413 commencing July 1, 1990.

5.2 Coverage for items 5.1 A to C shall be for a twelve (12) month period commencing July 1. However, a coverage shall terminate as of the effective date a member leaves the system, unless the member shall leave at the end of the normal school year.

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
River Dell High School, Pyle Street
Oradell, New Jersey 07649

B. If by the Board to the Association, to:

President, River Dell Education Association
River Dell Senior High School
Oradell, New Jersey 07649

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 the contract. The Board agrees to uphold the terms and conditions mutually agreed upon in the contract 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 \$20.00 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 (\$20.00) for one-half of a unit staff member's accumulated unused sick days not exceeding two hundred thereof and in any event such benefit shall never exceed the sum of Two Thousand and 00/100 (\$2,000.00) Dollars.

ARTICLE VII - GRIEVANCE PROCEDURE

7.1 DEFINITION

A grievance shall mean a complaint of a personal loss by an employee that 1) there has been as to her a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement, or 2) she has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or administrative decision governing or affecting employees.

The term "grievance" shall not apply to any matter 1) which is a complaint of a nontenure employee arising by reason of her not being reemployed, 2) which is a complaint by any noncertificated 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

Any individual employee or group shall have the right to present a grievance affecting her or them. With respect to her personal grievance, she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting her grievance. She shall have the right to present her own grievance or to request a representative, and the Association shall appoint the representative. 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:

- i. The nature of the grievance
- ii. The nature and extent of the loss, injury, or inconvenience
- iii. The results of previous discussions
- iv. 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 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 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:

- i. If the employee is not satisfied with the disposition of her grievance at Level Three, 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.
- ii. 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 American Arbitration Association to appoint an arbitrator.
- iii. 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.
- iv. 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 same.
- v. 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

- 8.1 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 business machine 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. The amount of the reimbursement is limited to one-half the tuition cost incurred.

ARTICLE IX - DURATION OF AGREEMENT

9.1 The provisions of this Agreement shall be effective July 1, 1989, except as herein provided, and shall continue and remain in full force and effect to and including June 30, 1991, 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 10th day of April, 1989.

SECRETARIAL UNIT OF THE
RIVER DELL EDUCATION ASSOCIATION

By ./s/.J..Edward..Hamberg.....
President

Attested:
.../s/Priscilla.L. Watson.....
Secretary

RIVER DELL REGIONAL BOARD OF EDUCATION

By ./s/.Rita.L..Fox.....
President

Attested:
....s/David.Montroni.....
Secretary

AGREEMENT
 By and Between the
 RIVER DELL REGIONAL BOARD OF EDUCATION
 and the
 SECRETARIAL UNIT OF THE RIVER DELL EDUCATION ASSOCIATION

Effective July 1, 1989 Through June 30, 1991

SCHEDULE A

<u>Account 110b-Board Secretary's Office</u>	<u>1989-1990</u>	<u>1990-1991</u>
Casey, Lorraine	\$21,000	\$23,002
Hepp, Doris	<u>\$23,579</u>	<u>\$25,800</u>
	\$44,579	\$48,802
<u>Account 214d - A.V. Technicians</u>		
Kemp, Judith	\$12,631	\$14,337
Ottino, Joseph, A.V.A.	<u>\$23,273c</u>	<u>\$25,426c</u>
	\$35,904	\$39,763
<u>Account 215 - Clerical/Secretarial</u>		
Depken, Murial (10 month)	\$11,754	\$13,386
Eckardt, Helen, Switchboard	21,428b	23,674b
Pesce, Mary Sr. Principal	16,875	18,798
Glock, Debra, Sr. Assistant Principal	16,278	18,421
DeRosa, Isabelle, Jr. Principal	16,875	18,798
Mottershead, Adele, Sr. Guidance	17,461	19,434
Nowicki, Margaret, Related Arts & Supt. (50%)	6,706	7,655
Oates, Mary Ann, Sr. Guidance (50%)	6,706	7,655
McGee, Margaret, Sr. Guidance	13,176	15,055
Nicholaus, Dolores, Sr. Guidance	20,476a	22,658a
Ziegler, Marie, Jr. Guidance	19,486	21,567
Sposato, Marian, Sr. Library (50% 10 month)	5,919	6,802
Camporini, Lucille Jr. Library (50% 10 month)	4,998	5,739
Churchill, Janet, Jr. Library (10-month)	13,427	15,327
Handelson, Ruth, Sr. Attendance(71.4% 10 mon)	10,955	12,338
DiBlasio, Joyce, Jr. Guidance (50%)	6,273	7,186
Kraft, Grace, Jr. Attendance (75%, 10 month)	<u>13,628d</u>	<u>15,213d</u>
Total Unit	<u>\$222,421</u>	<u>\$249,706</u>

- a. Includes \$550 Longevity
- b. Includes \$750 Longevity
- c. Includes \$500 Serving in two buildings
- d. Includes \$750 Longevity prorated - 75%

SCHEDULE B

SECRETARIAL MINIMUMS (12-MONTH EMPLOYEES)

	<u>1989-1990</u>	<u>1990-1991</u>
Clerks and Switchboard Operators	\$11,500	\$11,500
Secretaries	11,500	11,500
Administrative Secretaries	15,000	15,000
Bookkeepers and Payroll Clerks	16,000	16,000
AVA Technicians (10 month)	15,000	15,000

Note: Ten-month employees excluding AVA Technicians will receive 10/12 of the above rates.

