

**AGREEMENT BETWEEN THE SECRETARIES
AND
THE DEMAREST BOARD OF EDUCATION**

JULY 1, 2008 TO JUNE 30, 2011

RECOGNITION

- A. Whenever the word “secretary” is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, placed on Level 1 or 2 within the 2008-2011 school years.
- B. Whenever the word “part-time employee” is used in this Agreement, it shall be deemed to mean any secretary in the bargaining unit covered by this Agreement, as defined in Paragraph A above.

POWERS OF THE BOARD OF EDUCATION AND ITS SUPERINTENDENT OF SCHOOLS

Except as explicitly limited by a specific provision of this Agreement and L. 1968, c. 303, as amended and supplemented, the Board, acting directly or through superintendent of schools, shall continue to have the exclusive right to take any action it deems appropriate in the Superintendence management and control of the educational affairs of the school district, and to this end it hereby reserves to itself all powers, functions, and prerogatives granted expressly or by implication, or reasonably necessary to discharge the duties imposed by the statutes of the State of New Jersey.

The Board’s failure to exercise any function hereby reserved to it, or its exercise of any function in a particular way shall not be deemed a waiver of its right to exercise such function or preclude the Board from exercising the same in some other way not in direct conflict with the express provisions of this Agreement and L. 1968, c. 303, as amended and supplemented.

INSURANCE PROTECTION AND PHYSICAL EXAMINATIONS

- A. Secretaries regularly employed 28 ½ hours weekly are eligible for paid Health Benefits including Dental coverage, for their immediate family after the 60 day probationary period.
- B. The Board shall provide 100% insurance protection for individual employees covered by this Agreement and their families under the New Jersey State Health Benefits Plan.
- C. The Board shall pay the premium in each year of this Agreement for dental insurance.
- D. If the Board requires a physical examination of any employee, the Board shall pay up to \$125 for such examination at a doctor of their choice. Employees may go to a physician of their choice for this examination at the employee expense, but such physician must submit his/her findings to the Board via its school physician.

SICK LEAVE

- A. Full time secretaries shall be allowed twelve (12) days for personal illness in a school year on a prorated basis. Personal illness leave not utilized by a Secretary in any one year shall be accumulated and may be used for personal illness in subsequent years so long as the Secretary continues employment in the school district.

Secretaries who, after serving fifteen (15) years of continuous service in the Demarest School District, and actually retire from the Public Employment Retirement System, shall receive moneys for each day of sick leave which they have accumulated but have not used as per the following schedule:

\$25.00 per day - 1-50 accumulated days
\$30.00 per day - 51-100 accumulated days
\$35.00 per day - 100-150 accumulated days

Days accumulated in excess of 150 days have no dollar value upon retirement.

In the event of the death of the employee while still actively employed, after serving the requisite of fifteen (15) years, the employee's estate shall receive any payment entitled.

PERSONAL LEAVE

- A. Secretaries will be granted three (3) personal days annually, following their probationary period. Personal days will be prorated based on the employee's status. All unused personal days shall be accumulated as unused sick leave from year to year. All other leaves will be addressed based on statute.

JURY DUTY

- A. An employee called for jury duty will be excused from work for the period actually in attendance in court and he/she will be paid the difference between jury duty fees received and his/her regular daily earnings for such time as he/she is required to be in attendance in court.

BEREAVEMENT LEAVE

- A. When a death occurs in an employee's and/or spouse's immediate family (husband, wife, children, mother, father, as well as brothers or sisters), the employee shall be allowed five (5) days absence without loss of pay.
- B. When the death of a relative outside the immediate family of an employee occurs, the employee shall be allowed one (1) day's absence without loss of pay.

HOURS OF WORK

- A. The full time work day will consist of seven (7) hours and fifteen (15) minutes per day and an additional unpaid forty five (45) minutes for lunch.

HOLIDAYS

- A. Secretaries shall not be required to work on the holidays (Based on Policy #4252.), if school is not in session. If school is in session on one of these holidays, the secretary shall report to work, but shall be given a compensatory day as approved by the immediate supervisor.

VACATIONS

A. Based on Policy #4252

SALARY SCHEDULE

LEVEL 1

District Secretary and District Accounting Clerk: Requires administrative functions, high level secretarial and computation/communication skills, excellent human relations ability, confidentiality.

Step	2008-2009	2009-2010	2010-2011
1	28,000	28,000	28,000
2	29,288	29,288	29,288
3	30,460	30,606	30,606
4	31,678	31,830	31,983
5	33,943	33,104	33,263
6	37,097	35,470	34,594
7	40,251	38,766	37,066
8	43,406	42,062	40,510
9	46,560	45,359	43,955
10	50,193	48,655	47,400
11	53,394	52,452	50,844
12	57,075	55,797	54,812
13	60,755	59,643	58,308
14	65,056	63,489	62,327
15		67,984	66,346
16			71,043

Secretaries employed prior to December 31 in a school year will move vertically up one step on the next year pay scale. Secretaries employed after January 1 in a school year will move horizontally and remain on the same step.

SALARY SCHEDULE

LEVEL 2

Principal's Secretary and Child Study Team Secretary: Requires high level secretarial and bookkeeping skills, human relations ability, confidentiality.

Step	2008-2009	2009-2010	2010-2011
1	28,000	28,000	28,000
2	29,288	29,288	29,288
3	30,460	30,606	30,606
4	31,678	31,830	31,983
5	32,606	33,104	33,263
6	34,760	34,073	34,594
7	36,150	36,324	35,606
8	37,415	37,777	37,959
9	40,817	39,099	39,477
10	45,286	42,654	40,858
11	46,267	47,324	44,573
12	47,247	48,349	49,454
13	48,228	49,373	50,525
14	49,210	50,398	51,595
15	50,212	51,424	52,666
16		52,472	53,738
17			54,833

Secretaries employed prior to December 31 in a school year will move vertically up one step on the next year pay scale. Secretaries employed after January 1 in a school year will move horizontally and remain on the same step.

LONGEVITY

Longevity will be paid to secretaries that have achieved seventeen (17) years of service as of June 30, 2008. Future longevity will be based on secretaries achieving seventeen plus (17+) years of service as a Level I or Level 2 secretary only.

	2008-2009	2009-2010	2010-2011
17th Year	\$1,700	\$1,900	\$2,100
21st Year	\$2,200	\$2,400	\$2,600

TENURE

Secretaries acquiring tenure in Demarest are entitled to tenure compensation in the amount of \$1,320 in each year of this agreement based on full time and the anniversary date.

TUITION REIMBURSEMENT

- A. The Board of Education will allocate up to \$2,500 annually for secretaries to participate in the New Jersey Association of Educational Secretaries (NJAES) Professional Development Program. Reimbursement is limited to approved tuition and fees required for enrollment. The Board will pay each eligible secretary \$225 during each year of this agreement toward tuition. In the event that the sum of \$2,500 shall not have been expended, then the balance shall be used to equally reimburse those secretaries whose tuition costs have exceeded \$225. No secretary shall receive more that \$1,000 annually. Courses to be taken must be approved in writing by the Superintendent prior to registration. An official transcript shall be submitted indicating satisfactory completion of the course with an average (B) grade or better, or with a pass if no letter grade is given for the course. Proof of full payment must be submitted to the School Business Administrator to receive reimbursement.

PROFESSIONAL CERTIFICATE

Prof. Certificate – Step 1	\$1,500
Prof. Certificate – Step 2	\$2,500
Prof. Certificate – Step 3	\$3,500

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance is a claim by a secretary, based upon the interpretation, application, or violation of this Agreement, Board Policy, or administrative decision, affecting terms and conditions of employment.
2. An “aggrieved person” is the person or persons making the claim.

B. PROCEDURE

1. All grievances of secretaries shall be taken up in accordance with the following procedures:

FIRST STEP: The aggrieved person and/or his/her representative shall give written notification to the immediate supervisor within ten (10) work days after cause of complaint arises. The immediate supervisor shall give his/her written answer in the FIRST STEP.

SECOND STEP: If no satisfactory settlement is reached in the in the FIRST STEP, the aggrieved person shall present the grievance to the superintendent in writing within five (5) work days after the immediate supervisor shall have given his/her written answer in the FIRST STEP.

Within ten (10) work days after the presentation of such grievance, the superintendent or a designee shall meet with the aggrieved person or a designee for the purpose of discussing the matter and disposing of it in a mutually satisfactory manner. The superintendent or a designee shall render a written decision within five (5) work days after such meeting.

THIRD STEP: If no satisfactory settlement is reached in the SECOND STEP, the aggrieved person may, within ten (10) work days after the receipt of the answer at the SECOND STEP, request in writing a formal hearing before the Board which shall be held within thirty (30) days thereafter. The Board shall render a written decision setting forth its findings and conclusion within thirty days (30) after the hearing is concluded.

FOURTH STEP: In the event the grievance, to the extent that it pertains to an interpretation, application, or violation of the terms of the Agreement, shall not have been resolved in the foregoing steps, the Association shall have the right to request the Public Employment Relations Commission, to furnish one arbitrator to consider the grievance and render findings, which said findings shall be binding upon the parties. The rules of PERC shall apply.

Such request for arbitration shall be made within ten (10) work days after the receipt of the Board’s written decision under the THIRD STEP and a copy of said request shall be filed with the superintendent.

The arbitrator shall bill the secretary and the Board separately for one-half (1/2) of the costs of his/her services.

A non-tenured Secretary shall not be permitted to arbitrate a grievance challenging his/her non-renewal.

C. LIMITATIONS

Any disposition of a grievance from which no appeal is taken within the time limits specified in Paragraph B (1) above shall be deemed resolved and shall not thereafter be subject to the grievance provisions of this Agreement.

D. RIGHTS OF MEMBERS

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or a representative of his/her choice.

When submitting the grievance to the administrator or Board at any of the steps, the member shall give written notification designating the representative(s).

No reprisals shall be taken against any aggrieved persons, their representatives, or other participants, by reason of participation in the grievance procedure.

E. GRIEVANCE FILE

All documents, communication, records, etc., dealing with a specific grievance shall be stored in a separate grievance file in the superintendent's office and not in the personnel file of the participants.

For the Demarest Secretary Association

President, Demarest Board of Education

Date

Date

Witness

Witness: F. G. Chilson, SBA/Bd. Secretary