

**AGREEMENT BETWEEN
MONMOUTH REGIONAL HIGH SCHOOL
BOARD OF EDUCATION
AND THE
MONMOUTH REGIONAL
SECRETARIAL UNIT
JULY 1, 2008 THROUGH JUNE 30, 2011**

I. RECOGNITION

A. The Board does hereby recognize the employees in the following full-time positions as being members of the Secretarial Unit (hereinafter referred to as the "Unit"). Such recognition shall not be limited to these units, providing the inclusion hereof, any of the following employees and assignments shall not limit the right of the Board of Education to discontinue or make increases, decreases, or changes in the personnel assigned to these duties:

Assistant Principal's Secretaries
Athletic Director's Secretary
Attendance Secretary
Child Study Team Secretaries & Career Ed.
Financial Secretary/Accounts Payable
Financial Secretary/Payroll
General Office Secretary
Guidance Secretaries
Media Center Secretary
Principal's Secretary
Transportation Secretary

II. NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations of a successor agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on the matters covered by said law. Negotiations shall be pursuant to present policy and machinery existing.

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B. Negotiations for a successor agreement shall commence April 1, or as soon thereafter as possible, of the year in which this Agreement expires. In the event the parties fail to reach agreement, then and in that event, either party shall have available to them the procedures set forth in Chapter 303, Public Laws of 1968, pertaining to mediation. In the event that does not succeed, then fact-finding or such other methods, which are now or may be hereafter available by statute or applicable regulation of the Public Employment Relations Commission may be employed.

C. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment as established by the rules, regulations and/or policies of the Board, in force on the effective date of this Agreement governing the members of the Unit as designated in Article I, shall be in effect. Recognition shall continue to be applicable during the term of this Agreement. Nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any Unit member's benefits or duties existing on the date of the signing of this Agreement without the express knowledge and/or consent of the Unit.

D. The Board agrees not to negotiate concerning the terms and conditions of employment of the aforementioned employees other than with the Representative committee of the Unit during the term of this Agreement. This Agreement shall not be construed as precluding the parties hereto from mutually amending this Agreement in writing. This Agreement incorporates the entire understanding of the parties as to negotiations between them for the period of this Agreement.

E. It is understood and agreed that every part of this Agreement may be opened for renegotiation in connection with a successor Agreement for the academic year 2011-2012.

III. GRIEVANCE PROCEDURE

A. Definition

A "Grievance" shall mean a complaint by a Unit member represented under Article I of this Agreement that there has been to such employee a personal loss, injury, or inconvenience because of a violation, misinterpretation or misapplication of Board policy or of this Agreement. A grievance, to be considered under this procedure, must be initiated in writing by the Grievant within thirty (30) calendar days from the time when the Grievant knew or should have known of its occurrence.

B. Procedure

1. (a) Failure at any step of this procedure to communicate a grievance within the specified time limits shall permit the Grievant 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 that step
- (b) It is understood that the Grievant 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 effect thereof shall have been fully determined.
- (c) Nothing shall detract from management's rights.
2. Any Grievant who has a grievance shall discuss it first with their Principal (or immediate superior or Department Head, if applicable) in an attempt to resolve the matter informally at that level.

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3. If, as a result of the discussion, the matter is not resolved to the satisfaction of the Grievant within five (5) workdays, he or she shall initiate a grievance in writing to the Principal specifying:

- (a) the nature of the grievance;
- (b) the nature and extent of the injury, loss or inconvenience;
- (c) the results of previous discussions;
- (d) the Grievant's dissatisfaction with decisions previously rendered;
- (e) the remedy sought.

The Principal shall communicate his /her decision to the grievant in writing, within three (3) workdays after receipt of the written grievance.

4. The Grievant, no later than five (5) workdays after receipt of the Principal's decision, may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal as specified above and his/her dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) workdays. The Superintendent shall communicate his/her decision in writing to the Grievant and the Principal.

5. If the grievance is not resolved to the Grievant's satisfaction, the Grievant, no later than five (5) workdays after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted, in writing, to the Superintendent of Schools, who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the Grievant and render a decision, in writing, and forward copies thereof to the Grievant and to the Unit within thirty (30) calendar days within receipt of the appeal.

In the event of a grievance by a nontenured Unit member, identified in Article I which arises by reason of their not being reemployable, the Board shall hold a grievance meeting with the nontenured Unit member and his or her representative if such Unit member so requests.

Decisions of the Board in the following matters of non-tenured Unit members shall be final and such decisions shall not be subject to arbitration:

- (a) a complaint of the nontenured Unit member which arises by reasons of his/her not being reemployed;
- (b) complaints which arise by reasons of violations, misinterpretation or misapplication of Board policy;
- (c) interpretation of the contract;
- (d) employee performance.

6. If the decision of the Board does not resolve the grievance concerning a violation, misinterpretation, or misapplication of this Agreement to the satisfaction of the Grievant and the Grievant wishes review by a third party, the Grievant shall so notify the Superintendent, within ten (10) workdays of receipt of the Board's decision, that the Grievant wishes to submit the issue to binding arbitration.

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7. (a) The following procedure will be used to secure the services of an arbitrator;

1. Either party may request the Public Employment Relationships Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

2. If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the PERC to submit a second roster.

3. If the parties are unable to determine within ten (10) workdays of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.

(b) The arbitrator(s) shall limit themselves to the issues submitted to him/her and shall consider nothing else. This arbitrator can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be binding on the parties. Only the Board and the aggrieved and his or her representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearings.

C. Right of Secretaries to Representation:

1. Any aggrieved person may be represented at all stages of the Grievance Procedure by themselves, or, at their option, by a representative selected or approved by the Unit.

2. When a secretary is not represented by the Unit in the processing of a grievance, the Unit shall, at the time of submission of the grievance to the Superintendent, or any later level, be notified that the grievance is in process, have the right to be present, and present its position in writing at all hearing sessions held concerning the grievance, and shall receive a copy of all decisions rendered, including, but not limited to, the decisions of the arbitrator.

3. The Board and the Unit shall assure the individual and his/her representative freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal with respect to his/her personal grievance.

D. Costs

1. Each party will bear the total cost incurred by them.

2. The fees and expenses of the arbitrator are the only costs which will be shared by the two (2) parties and such costs will be shared equally.

IV. Salaries

The salaries for the Unit covered by this contract, as referred to in Article I, shall be as set forth in the wage guide attached hereto.

2008-2009: 4% divided evenly
2009-2010: 4% divided evenly
2010-2011: 4% divided evenly

V. Hours of Work

All personnel on this guide, who are employed on a 12-month basis are expected to work whether school is in session or not, except as provided below:

The normal workday is eight (8) hours, including forty minutes for lunch. The normal workweek is 40 hours, including two hundred minutes for lunch. Starting times may vary based on individual department needs.

When school is not in session or on half (1/2) day schedule for students, the workday will be seven (7) hours in length including one (1) hour for lunch unless requested by immediate Supervisor that the workday remain at the normal eight (8) hour day with forty minutes for lunch.

On those days when 1/2 day is granted to both students and faculty, the members of the Unit shall work a five (5) hour day, with no lunch. (EXCEPTION: Emergency closing (snow, etc.) to leave same time subject to the snow days article as set forth in this agreement).

The Superintendent reserves the right to direct the use of up to five (5) vacation days to close school for health/safety/security/emergency reasons.

VI. Credit for Prior Experience

All new employees may be placed on the guide at the discretion of the Superintendent and the Board of Education, with no limitations on where a person is placed up to Step 8 (eight) based on experiences or the best-qualified person.

VII. Service in District

Any twelve (12) month employee, employed before March 1st of any school year, will be given full credit for one year of service.

Persons employed on or after March 1st of any given school year, will not be eligible for increment for the next school year.

VIII. Vacation

Vacations for twelve (12) month employees will be earned as follows:

After - 1st and 2nd years of service in District: 10 working days

And - After 3rd year of service in District: 15 working days

And - After 4th year of service in District: 22 working days

Vacation time is not cumulative. It must be taken within twelve months after the year in which it is earned or the time will be lost. All vacation periods are to be approved by the Department Supervisor and the Superintendent.

Members of the Unit employed before December 31 of any year shall receive the full vacation allowance for that school year. Those employed between January 2 and June 30 will receive vacation pro-rated at the rate of one (1) day per month, but not to exceed five (5) days.

Twelve month secretaries may have two paid days off that must be used during Spring or Winter break.

IX. Holidays

All legal holidays that fall within the school calendar, as adopted by the Board of Education, and any other holidays designated by the Superintendent, shall be granted as authorized paid holidays.

X. Overtime

All personnel on this guide are subject to periods of overtime work from time to time to complete specific projects. All overtime is to be authorized by the immediate supervisor and approved by the Superintendent prior to the time worked. Overtime is to be paid at the rate of one and one-half times the hourly rate of pay and will be for hours beyond their normal workweek. For twelve-month employees, the hourly rate of pay is 1/240 of the annual salary divided by 8.

XI. Emergency Days

When school is closed due to inclement weather, or for any other emergency reason deemed by the Superintendent or his/her representative, members of the Unit under this guide will be granted an authorized absence with pay. School closings for snow are announced on local radio stations.

On days when school closes early due to weather, a secretary from the Transportation Office, a secretary from the Principal's Office and a secretary from the Business Office will be required to remain after the faculty no more than fifteen minutes, except in the case of extended emergency. In case of extended emergencies the selection of secretaries may differ and the length of time may be extended. The Board of Education reserves the right to select other secretaries, not to exceed a total of three (3), to stay if the designated members are absent.

XII. NJEA Convention

When school is closed for NJEA Convention, members of the Unit will be granted an authorized absence with pay.

XIII. Step Increments on Guide

Step increments are not automatic. They must be earned as attested to in annual performance reviews. The immediate Supervisor is responsible to point out unsatisfactory or borderline performance to the employee at the time he/she notices such performance. Further, the Supervisor is required to submit to the employee and to the Superintendent a written performance evaluation by March 15 of each year. If that evaluation reflects unsatisfactory or borderline performance, the employee must be notified that unless there is immediate improvement it could result in a loss of increment. In addition, the Supervisor must submit a second written evaluation by May 15. At that time, the employee must be notified as to whether or not an increment will be granted. The only other time an increment will not be granted is in accordance with Article VII, as outlined in this agreement.

XIV. Sick Leave

Sick leave is cumulative and is earned at the rate of twelve (12) days per year for twelve-month employees. Ten-month employees earn ten (10) days, one day per month. A medical certificate may be required. The sick leave policy is further defined in the Administrative Manual.

XV. Personal Leave

The personal leave policy shall be the same as for teaching staff as stated in "Board of Education Policies and Administrative Procedure Manual" and shall be continued for the duration of this contract. (Personal Leave Policy - 4151.71)

XVI. Health Benefits

- a. Hospitalization is provided for employees and their families at no cost to the employee. However, the Board of Education shall retain the right to change insurance carriers if deemed to be in the best interest of the Board, provided the benefits are comparable to the current coverage.
- b. The Board shall provide a Prescription Drug Program covering employee, spouse and family with a \$10.00 deductible co-insurance feature for non-generic drugs, \$6.00 for generic, and \$0.00 for mail order. The benefit shall apply to the employees as set forth in Article I that are hired prior to July 1,2005.
- c. The Board of Education shall provide a Dental Program with coverage equal to or better than converge under the prior agreement. The coverage shall include a 90/10 coinsurance provision. This program to cover employee, spouse and family.
- d. New hires as of July 1, 2005 –Up to family coverage for Medical PPO Plan, and Dental (no prescription).
- e. The members of the Unit and the MRHS Board of Education have the right to open negotiations should any changes in health benefits affect any other group(s).
- f. When Health Benefit levels change in MREA regarding selection of plans, carriers, or co-pay the secretarial unit level will also change.
- g. Refusal of Benefits. Employees who are eligible for benefits and elect not to receive benefits in a category for which they are eligible will be compensated at the following rate schedule.

Health 1/2 the single PPO rate

Dental and/or prescription 1/2 the single rate

This stipend will be thru payroll, in December and June pro rated for the period July thru December (December Payment) and January thru June (June Payment).

Employees must declare annually during the open enrollment period through a written letter of intent, and may not resume benefits without a COBRA qualifying event.

New hires will have to declare at the date of hire.

XVII. Accumulated Sick Leave

The Board shall provide for the payment of accumulated sick leave for individuals who retire at the rate of the following:

2008/2009 School Year - \$75.00/per day for a maximum of 175 days or \$13,125.00

2009/2010 School Year - \$75.00/per day for a maximum of 155 days or \$11,625.00

2010/2011 School Year - \$75.00/per day for a maximum of 155 days or \$11,625.00

Perfect Attendance (no sick, personal, or family illness) from July 1st to December 31st each year will result in a \$250.00 payroll stipend payable in January. Perfect Attendance (no sick, personal, or family illness) from January 1st to June 30th each year will result in a \$250.00 payroll stipend payable in July.

XVIII. Professional Days and Training

Up to five (5) days for professional training (i.e., short courses, workshops, etc.) will be granted each member of the Unit. Such courses must be approved by the Superintendent of Schools. The Monmouth Regional High School Board of Education will pay for any such training up to a maximum of \$1,000.00 per year for the Unit as a whole.

XIX. Tuition Reimbursement

Tuition reimbursement for college level job related courses, as approved by the Superintendent, shall be granted at a rate not to exceed one hundred and forty-three dollars (\$143.00) per credit, for up to three (3) credits per year per employee.

XX. Pension Rights

Participation in New Jersey Public Employees Retirement System within four months of permanent appointment is a condition of employment as per statutes.

XXI. Tenure Rights

Tenure may be obtained as provided per statutes 18A:17.2.

XXII. Changes to this Agreement

The Board of Education further agrees that none of the terms and conditions for this contract shall be deleted or modified without the express knowledge and consent of the members of the Unit.

XXIII. Successor Agreement

Negotiations for the 2011-2012 contract shall commence on April 1, 2011 or as soon thereafter as possible.

XXIV. Duration

This Agreement shall be effective as of July 1, 2008, and shall continue in effect until June 30, 2011.

MONMOUTH REGIONAL
SECRETARIAL UNIT

BOARD OF
EDUCATION:

President

Secretary

Date _____

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BOOKKEEPER				
STEP	0809	0910	1011	
B-01	31,500.00	32,000.00	32,500.00	
B-02	32,292.00	32,760.00	33,280.00	
B-03	33,072.00	33,583.68	34,070.40	
B-04	33,852.00	34,394.88	34,927.03	
B-05	34,632.00	35,206.08	35,770.68	
B-06	35,412.00	36,017.28	36,614.32	
B-07	36,192.00	36,828.48	37,457.97	
B-08	36,972.00	37,639.68	38,301.62	
B-09	37,752.00	38,450.88	39,145.27	
B-10	38,532.00	39,262.08	39,988.92	
B-11	39,849.68	40,073.28	40,832.56	
B-12	40,970.80	41,426.16	41,676.21	
B-13	42,294.68	42,609.63	43,065.69	
B-14	43,529.20	43,871.16	44,314.02	
B-15	44,808.40	45,270.37	45,510.69	
B-16	46,108.40	46,600.74	47,081.18	
B-17	47,408.40	47,952.74	48,464.77	
SECRETARIAL				
STEP	0809	0910	1011	
S-01	27,500.00	28,000.00	28,500.00	
S-02	28,215.20	28,600.00	29,120.00	
S-03	29,140.80	29,343.81	29,744.00	
S-04	30,066.40	30,306.43	30,517.56	
S-05	30,992.00	31,269.06	31,518.69	
S-06	31,917.60	32,231.68	32,519.82	
S-07	32,874.40	33,194.30	33,520.95	
S-08	33,685.60	34,189.38	34,522.08	
S-09	34,700.84	35,033.02	35,556.95	
S-09.1	34,854.68	36,277.32	36,434.34	
S-10	35,229.68	36,431.16	37,916.85	
S-11	36,059.68	36,806.16	38,070.69	
S-12	36,613.20	37,636.16	38,445.69	
S-13	37,704.68	38,077.73	39,275.69	
S-14	38,624.68	39,281.16	39,600.84	
S-15	39,504.40	40,201.16	40,920.69	
S-16	40,570.40	41,084.58	41,840.69	
S-17	41,714.68	42,193.22	42,727.96	
S-18	43,170.40	43,291.16	43,880.94	
S-19	44,709.60	44,897.22	44,930.69	
S-20	46,462.00	46,497.98	46,693.10	
S-21	48,039.68	48,320.48	48,357.90	
S-22	49,530.00	49,616.16	50,253.30	
S-23	50,840.40	51,511.20	51,255.69	
S-24	52,161.20	52,874.02	53,571.65	
S-25	53,471.60	54,247.65	54,988.98	
S-26	55,344.68	55,610.46	56,417.55	
S-27		56,921.16	57,834.88	
S-28			58,560.69	