

Morris School District v Board of Education  
AGREEMENT and

SECRETARIES AND CLERKS ASSOCIATION OF MORRIS PUBLIC SCHOOLS AND BOARD OF EDUCATION OF THE MORRIS SCHOOL DISTRICT

Preamble

On this 25th day of June, 1981, THE SECRETARIES AND CLERKS ASSOCIATION OF THE MORRIS PUBLIC SCHOOLS, NJSFT, AFT, AFL-CIO, LOCAL #4170 (hereafter referred to as the "Association"), AND THE BOARD OF EDUCATION OF THE MORRIS SCHOOL DISTRICT (hereafter referred to as the "Board"), hereby enter into an Agreement by which they set forth their understanding on terms and conditions of employment governing the employees covered by this Agreement in order that fair and harmonious labor relations be maintained between these parties and efficient service be rendered to the public.

ARTICLE I: RECOGNITION

Section 1: The Board hereby recognizes the Association pursuant to the New Jersey Employer-Employee Relations Act as the sole and exclusive representative for collective negotiations about terms and conditions of employment of all part-time and full-time employees in the negotiating unit described below:

- Teacher Team Aides
- Library Clerks I and II
- Clerk Typists
- Secretaries I, II and III
- Telephone Operator/Receptionists
- Data Analysts
- Accounting Clerks I, II, III and IV
- Computer/Keypunch Operators
- Administrative Secretaries I and II
- Purchasing Clerks
- Purchasing Assistants

Section 2: When used in this Agreement, the term employee or employees shall include all employees represented by the Association in the above defined negotiating unit.

LIBRARY  
Institute of Management and  
Labor Relations

OCT 16 1981

RUTGERS UNIVERSITY

X July 1, 1981 - June 30, 1982

ARTICLE II: ASSOCIATION RIGHTS AND PRIVILEGES

- Section 1: The Association and its representatives shall have the right to use the school buildings at all reasonable hours for meetings, providing such meetings do not interfere with school programs or office operations, or prevent other personnel from carrying out assigned responsibilities. The administrator of the building in question shall be notified in advance of the time and place of all such meetings. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference or meetings, the employee shall suffer no loss in pay.
- Section 2: The Association shall have the right to use interschool mail facilities and school mail boxes as it deems necessary.
- Section 3: The Association shall be responsible for acquainting its members with the provisions of this Agreement.
- Section 4: Should a school calendar committee be established, the Association should be entitled to have a representative present at all meetings.

ARTICLE III: EMPLOYEE RIGHTS AND PRIVILEGES

Section 1: The Board hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities under Chapter 303 of the Public Laws of 1968. The Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303 of the Public Laws of 1968 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of the employee's membership in the Association, participation in any activities of the Association, collective negotiations with the Board, or the employee's institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

## ARTICLE IV: GRIEVANCE PROCEDURE

### Section 1: Definitions

#### A. Grievance

A grievance is a claim by an employee, based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions, affecting an employee or a group of employees. Such claim must be filed within thirty (30) days of the alleged incident.

#### B. Aggrieved Person

An "aggrieved person": is the person or persons making the claim.

#### C. Party in Interest

A "party in interest" is the person or persons making the claim and any person who might be required to take action, or against whom action might be taken, in order to resolve the claim.

### Section 2: Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time, arise, affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### Section 3: Procedure

#### A. Time Limits

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.

#### B. Year-end Grievances

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, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

ARTICLE IV, Cont'd.

Section 3, Cont'd.

C. Level One - Employee's Immediate Superior

An employee with a grievance shall first discuss it with the employee's immediate superior within thirty (30) days after the occurrence, with the objective of resolving the matter informally. If an agreeable solution is not forthcoming, the aggrieved employee may submit a written grievance to the employee's immediate superior. The immediate superior shall offer a written response within five (5) days. If the employee is responsible to additional supervisors below the level of building administrator, the above procedure shall be repeated in an effort to resolve the matter.

D. Level Two - Building Administrator

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, the person may file the grievance, in writing, within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner, to the Building Administrator.

E. Level Three - Asst. Superintendent, Administrative/Personnel

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, the person may file the grievance, in writing, within five (5) school days after the decision at Level Two, or fifteen (15) school days after the grievance was presented, whichever is sooner, to the Assistant Superintendent/Superintendent.

F. Level Four - Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or, if no decision has been rendered within ten (10) school days after the grievance was delivered to the Assistant Superintendent/Superintendent, the person may, within five (5) school days after a decision by the Assistant Superintendent/Superintendent, or fifteen (15) school days after the grievance was delivered to the Assistant Superintendent/Superintendent, whichever is sooner, submit the grievance to the Board of Education. The Board shall, within thirty (30) school days, conduct discussions with all parties concerned, and submit a written decision.

ARTICLE IV, Cont'd.

Section 3, Cont'd.

G. Level Five - Arbitration

Except where the grievance involves negotiated terms or conditions of employment forming part of this collective bargaining agreement, and, in regard to which all details are set forth in full herein, the written decision of the Morris Board shall be final and binding on all concerned, insofar as consistent with prevailing law. The written decision of the Board shall, in any event, be final and binding on all concerned and shall not be subject to the arbitration procedure set forth below where the grievance involves:

1. The failure or refusal of the Board to renew a contract of an employee;
2. In matters where a specific method of review is prescribed by statute, or by any rule or regulation of the State Commissioner of Education or State Board of Education;
3. In matters where the Board is without authority to act;
4. Reduction in the number of persons holding particular offices, positions, or employment with the Board;
5. Transfer of an employee from one school to another, one office to another, or one position to another;
6. Fulfillment of vacancies occurring in offices, positions, or employments with the Board, and
7. In those matters negotiated and reduced to writing as part of this Agreement, and with respect to which the Board is expressly vested with unrestricted authority to make the final decision.

If the grievance involves the interpretation and application of any term or condition of employment which has been negotiated, and in regard to which all details are set forth in full in this Agreement, and provided the grievance does not involve any matter described in sub-paragraphs (1) through (7) of the preceding paragraph; if the aggrieved party is dissatisfied with the written determination of the Board, may within five days of receipt of such determination, request, in writing, that the Secretary/Clerk Association pursue an impartial settlement by arbitration.

ARTICLE IV, Cont'd.

Section 3, Cont'd.

If the Association finds the grievance to be worthy of further consideration, it will, within five days, so notify the Board, whereupon the Association may petition the American Arbitration Association for the appointment of an arbitrator in accordance with the rules and regulations of said Association.

The decision of the arbitrator shall be final and binding upon all parties insofar as it is consistent with prevailing law. Cost of arbitration shall be borne by the Board and the Association.

Section 4: Rights of Employees to Representation

A. Employer and Association

Any aggrieved person may be represented at all stages of the grievance procedure, by himself/herself, or at the person's option, by a representative of the Association. The grievant must be present at all stages of the grievance process. Should the aggrieved person not choose to be represented by the Association, the Association will be informed of any decisions made through Level Four of the grievance procedure which settle or dispose of the grievance. Should the grievance remain unresolved following a Level Four hearing, the matter will not be permitted to proceed to Level Five-Arbitration, as provided by Article IV - Grievance Procedure, without Association representation and agreement to process the grievance through arbitration.

B. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

ARTICLE IV, Cont'd.

Section 5: Miscellaneous

A. Group Grievance

If a group or class of employees is aggrieved and wishes to jointly file a grievance, they shall submit a signed petition to the Association to file a grievance on behalf of that group or class of employees, and process it through all levels of the grievance procedure. The petition shall be submitted upon the filing of the grievance.

B. Written Decisions

Copies of all written exchanges between aggrieved parties and school officials shall be transmitted to the Association President at the request of the aggrieved party.

C. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

D. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives as mentioned above in this Article.



ARTICLE V: NEGOTIATION OF SUCCESSOR AGREEMENT

Section 1: Negotiation of Successor Agreement

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of secretarial/clerical employment. Such negotiations shall begin not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. Each party shall submit to the other, at least three days prior to any meeting, pertinent material on matters to be discussed; however, this time limit may be waived by mutual consent. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by both parties.

Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

Section 2: Modification

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.

ARTICLE VI: GENERAL CONDITIONS OF EMPLOYMENT

Section 1: Leave of Absence, With Pay

- (a) Employee Illness: An employee steadily employed is entitled to leave of absence, with pay, for personal disability due to illness or injury, or other cause specified in N.J.S.A. 18A:30-1, for (1) fifteen days in each school year, and (2) as many additional days as the employee shall then have credited in unused sick leave which has accumulated from prior years as required by law. (N.J.S.A. 18A:30-3). All such leave for employee illness shall accumulate, if unused, as intended in the case of the employee covered in the Agreement with the Teachers' Association.

Any employee who is absent from an assigned post of duty as a result of a personal injury caused by an accident arising out of, and in the course of the person's employment, shall be paid full salary for the period of such absence for up to one calendar year, without having such absence charged to the annual sick leave or the accumulated sick leave. Salary payments made pursuant hereto shall be made for absence during the waiting period and during the period the employee received, or was eligible to receive, a temporary disability benefit under workmen's compensation law. Any amount of salary so paid to the employee shall be reduced by the amount of any workmen's compensation award made for temporary disability. (N.J.S.A.18A:30-2.1)

- (b) Personal Leave: An employee shall be entitled to leave of absence, with pay, for not more than a total of one day in each school year, upon notification of need arising from one or more of the following:
- (1) severe illness of spouse, ancestor, descendant or any relative living in the employee's household;
  - (2) marriage of the employee, or member of immediate family;
  - (3) observance of religious holiday.

Such personal leave also may be granted for other compelling and just cause.

- (c) Death in Family: In addition to personal leave, which may be granted pursuant to the above, an employee is entitled to leave of absence, with pay, on account of death of any relative described in (1) above, for three days in each school year, and with the permission of the employee's supervisor, for good cause shown, for not more than five additional days in each school year.

ARTICLE VI, Cont'd.

Section 2: Extended Sick Leave

- (a) Any employee who has exhausted both current and accumulated sick leave may be granted extended leave of absence with partial pay for personal disability due to illness or injury, or other cause specified in N.J.S.A. 18A:30-1, for the remainder of any school year in which such extended leave begins. "Partial pay" shall be one-half the employee's normal salary. The decision of the Board on whether to grant extended sick leave shall be final.
- (b) Employees shall be given a written accounting of accumulated sick leave days annually.

Section 3: Maternity Leave

An employee who is pregnant shall be entitled to leave of absence for that period of time during which the employee, because of the pregnancy, is physically unable to discharge her duties.

Upon request, an employee who is pregnant shall be entitled to leave of absence through June 30th of the school year in which leave, because of pregnancy, begins, or through June 30th of the subsequent school year, even though such period of leave extends beyond the period of actual physical disability.

A request for maternity leave shall be made in writing to the Personnel Office at least sixty days prior to the date that leave is to become effective, and shall include the estimated date that the employee intends to return to work.

Eligibility to receive pay during the period of disability due to pregnancy shall be determined on the same basis as such eligibility is determined due to any other disability.

In no event shall maternity leave be granted to non-tenured employee beyond June 30th of the school year in which maternity leave is commenced.

Section 4: Other Leaves of Absence

Other leave of absence may be granted with, or without pay, if the same is authorized or validated by the Board of Education.

ARTICLE VI, Cont'd.

Section 5: Contract Work Year Definitions

- (a) Employees hired on a 12-month contract shall work all week days except earned vacation days and district holidays, or compensatory days in lieu of work performed on district holidays.
- (b) Employees on a 10-month contract, that is, employed from September 1 through June 30, shall have 197 work days. Upon agreement between the individual employee and the appropriate administrator, 10-month employees may work any portion of the required 197 work days between July 1st and August 31st.
- (c) Part-time employees, that is, employees working less than the normal work week of 35 hours, must work the number of work days required of a ten or twelve-month employee.
- (d) Seven hours shall constitute a full work day. Employees shall observe such hours as are assigned to them by the staff member to whom they are assigned.

ARTICLE VI, Cont'd.

Section 6: Vacations

- (a) Employees on a 10-month contract earn no paid vacation.
- (b) Employees on a 12-month contract, who were hired on, or before June 30, 1972, shall receive 22 vacation days per school year.
- (c) Employees on a 12-month contract, who were hired after June 30, 1972, but not after September 1, 1974, shall receive each school year, the following vacation, based upon full years of service, completed by June 30th, of the year in which vacation entitlement is earned:

1-2 full years	- 11 days
3-4 full years	- 16½ days
5 full years or more	- 22 days

- (d) Employees on a twelve-month contract who were hired after 9/1/74 shall receive each school year the following vacation based upon full years of service, completed by June 30th of the year in which vacation entitlement is earned.

1-3 full years	- 10 days
4-10 full years	- 15 days
11 years	- 20 days

In the case of Secretaries and Clerks transferred from a 10-month contract to a 12-month contract, years spent in the 10-month position will be credited as years of service in determining the earned vacation.

- (e) Employees in their second contract year in the District but with less than one full year of prior service in the year immediately preceding their second year, shall be entitled to one day vacation for each full month of continuous service in the preceding year up to a maximum of ten days. All vacation time must be taken by June 30th of the school year succeeding that in which vacation entitlement was earned. Vacation entitlement for first year 12-month employees separated by Board to be paid on basis of 1/260 of annual contract salary for accumulated unused entitlement.

ARTICLE VI, Cont'd.

Section 7: Posting of Jobs

Whenever vacancies occur in positions covered by this Agreement due to resignation, creation of new positions, or any other cause, notice of such vacancies shall be posted in all offices in the system and sufficient time shall be allowed after posting of the job to enable any employee who is interested to apply for such position. Applications to fill position vacancies shall be held in strict confidence by the Personnel Department.

Section 8: Insurance

- (a) The Board shall make available to all employees health insurance coverage as provided by the New Jersey Health Benefits Program which shall include Blue Cross, Blue Shield, Major Medical, and Rider J.
- (b) The Board shall pay 100% of the cost of the plan selected by the employee from those made available pursuant to sub-paragraph (a) herein.
- (c) The Board shall request the carrier to provide each employee with a description of the health care insurance coverage provided under this article.
- (d) The Board shall provide to all secretarial personnel, in the second year of the Agreement, a dental plan to be selected by mutual agreement of the parties. Board contribution will be part of second year settlement of \$67,782 and will be in the amount of \$150 per employee.

Section 9: Other Benefits

- (a) The Board agrees to deduct and withhold for each payroll period, from such compensation as may be due any secretary, clerk or aide, such sum as may have been specifically authorized in writing by said secretary, clerk or aide, and pay overall amounts so deducted to the Tri-County Federal Credit Union or Mutual of Omaha.
- (b) A secretary, clerk, or aide may withdraw written authorization at any time, by filing 30 calendar days written notice, with the Secretary of the Board.

Section 10: Job Descriptions

By beginning of second contract year, the Board shall provide to all secretarial personnel, copies of the job description for their particular job.

ARTICLE VII: SALARIES

SALARY GUIDE PROVISIONS

Section 1: The initial placement of an employee new to the system shall be based upon an evaluation of experience and training, and by negotiation between the employee and the administration, and as recommended to the Board of Education for approval.

Section 2: Promotion and/or Transfers

Initial placement of an employee in another classification due to promotion or transfer, shall be determined by lateral movement on the negotiated guide.

Section 3: After initial placement on a guide position, movement along the guide from that position to maximum shall be in terms of annual increments, based on each year of successful service in the Morris School District.

Section 4: The salary ranges for classifications I, II, III, IV, V, VI, and VII, attached hereto and made a part hereof as Schedule A., are established for the School Year 1981-82 and 1982-83.

Section 5: The placement of all 10-month employees on the Guide, shall be made on the same basis as if they had been 12-month employees and their salaries shall be 86% of 12-month salaries for positions of the same classification at the same guide step.

Section 6: Cut-off dates for salary guide movement for first-year employees are to be as follows:

12-month secretary - January 1st  
10-month secretary - February 1st

Section 7: Secretarial personnel who have completed 12 or more full years of continuous employment, as of the beginning of the new contract year, in the Morris School District, will receive \$250 over and above their regular annual salary.

ARTICLE VIII: GENERAL PROVISIONS

Section 1: If any provisions of this Agreement, or application of this Agreement to any employee or employees covered hereunder is held invalid by operation of law, by Legislative Act, or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions contained herein shall not be affected thereby and shall continue in full force and effect.



ARTICLE IX: DURATION

This agreement covering terms and conditions of employment shall be effective as of July 1, 1981 and shall continue in effect until June 30, 1983.

This Agreement covering salary shall be effective as of July 1, 1981 and shall continue in effect until June 30, 1983.

In Witness Whereof, the Board and the Association have hereunto caused this Agreement to be executed by its duly authorized officers and their corporate seals affixed, as of this day and year first above written.

ATTACHMENT A

MORRIS SCHOOL DISTRICT  
SECRETARIES/CLERKS SALARY GUIDE for 1981-82

Step	I		II		III		IV		V		VI		VII	
	182-day	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.
1	\$ 6275	\$ 8710	\$ 7492	\$ 9580	\$ 8238	\$ 9965	\$ 8570	\$ 10820	\$ 9306	\$ 11460	\$ 12100	\$ 11885	\$ 12600	\$ 13100
2	6450	8985	7729	9880	8496	10290	8850	11150	9590	11885	12600	11885	12600	13100
3	6625	9260	7966	10180	8754	10615	9130	11480	9874	12310	13100	12310	13100	13600
4	6800	9535	8202	10480	9012	10940	9409	11810	10158	12735	13600	12735	13600	14100
5	6975	9810	8438	10780	9270	11265	9689	12140	10442	13160	14100	13160	14100	14600
6	7160	10095	8684	11090	9536	11600	9983	12480	10734	13595	14600	13595	14600	15100
7	7345	10380	8929	11400	9803	11935	10265	12820	11026	14030	15100	14030	15100	15600
8	7530	10665	9174	11710	10069	12270	10553	13160	11319	14465	15600	14465	15600	16100
9	7715	10950	9419	12020	10336	12605	10841	13500	11611	14900	16100	14900	16100	16600
10		11250	9677	12345	10616	12955	11142	13850	11912	15350	16600	15350	16600	17100
11		11550	9935	12670	10895	13305	11443	14200	12213	15800	17100	15800	17100	17600
12		11850	10193	12995	11174	13655	11744	14550	12514	16250	17600	16250	17600	18100
13				13320	11454	14005	12045	14900	12815	16700	18100	16700	18100	18600
14				13645	11734	14355	12346	15250	13116	17150	18600	17150	18600	19100
15				13970	12013	14705	12647	15600	13417	17600	19100	17600	19100	

ATTACHMENT B

MORRIS SCHOOL DISTRICT

SECRETARIES/CLERKS SALARY GUIDE for 1982-83

Step	I		II		III		IV		V		VI		VII	
	182-day	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.	12-Mo. 10-Mo.
1	\$ 6730	\$ 9355	\$ 8025	\$ 10270	\$ 8810	\$ 10700	\$ 9180	\$ 11615	\$ 9967	\$ 12225	\$ 12850			
2	6905	9630	8262	10570	9068	11025	9460	11945	10251	12650	13350			
3	7080	9905	8499	10870	9326	11350	9740	12275	10535	13075	13850			
4	7255	10180	8736	11170	9584	11675	10020	12605	10819	13500	14350			
5	7430	10455	8972	11470	9842	12000	10299	12935	11103	13925	14850			
6	7605	10730	9208	11770	10100	12325	10579	13265	11387	14350	15350			
7	7790	11015	9454	12080	10366	12660	10873	13605	11679	14785	15850			
8	7975	11300	9699	12390	10633	12995	11155	13945	11971	15220	16350			
9	8160	11585	9944	12700	10899	13330	11443	14285	12264	15655	16850			
10	8345	11870	10189	13010	11166	13665	11731	14625	12556	16090	17350			
11		12170	10447	13335	11446	14015	12032	14975	12857	16540	17850			
12		12470	10705	13660	11725	14365	12333	15325	13158	16990	18350			
13		12770	10963	13985	12004	14715	12634	15675	13459	17440	18850			
14				14310	12284	15065	12935	16025	13760	17890	19350			
15				14635	12564	15415	13236	16375	14061	18340	19850			
16				14960	12843	15765	13537	16725	14362	18790	20350			

BOARD OF EDUCATION OF THE  
MORRIS SCHOOL DISTRICT  
IN THE COUNTY OF MORRIS

BY: \_\_\_\_\_  
Meryl Greenfield, President

ATTEST: \_\_\_\_\_  
Nancy C. Dusenberry, Secretary

SECRETARIES AND CLERKS ASSOCIATION  
OF MORRIS PUBLIC SCHOOLS

BY: \_\_\_\_\_  
Eleanor Bolan, President

ATTEST: \_\_\_\_\_  
Rose DiFalco, Secretary