

AGREEMENT
BETWEEN
THE
MORRIS PLAINS SCHOOL AIDE ASSOCIATION

AND THE
MORRIS PLAINS BOARD OF EDUCATION

SCHOOL YEAR 1979-80
1980-81

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ARTICLE I
RECOGNITION

1. The Board hereby recognizes the Aide Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for the following personnel under contract, who are regularly employed or upon employment by the Board, including: media aides and educational clerical aides.

2. Upon request, but not more than twice per year, the Aide Association shall file adequate proof with the secretary of the Board that the Aide Association continues to represent a majority of the said aides as their duly designated or elected collective negotiation representatives.

ARTICLE III

WORKING TERMS AND CONDITIONS

1. For purposes of implementation, numbers 1 through 8 shall apply to any full-time or part-time employee holding the positions of media aide or educational clerical aide.

2. A part-time aide shall be defined as one who works less than 35 hours per week. Her part-time status shall be computed as a ratio of hours worked to 35. The resulting factor shall be used in the proration of annual salary and days of leave as per numbers 5,6 and 7.

3. The work year shall extend from September 1 through June 30 with the following vacation days: all teacher vacation days which occur between the first and last day of the school year for students; and Labor Day.

4. The work day for full-time aides shall be a total of seven hours exclusive from any lunch hour provisions.

5. Absences by full-time employees for personal sickness shall be allowed with full pay for a total of ten work days in any school year. The unused number of such days shall be accumulated without limit, but to be used only for additional sick leave as needed in subsequent years.

6. Absences, due to the death of the aide's mother, father, mother-in-law, father-in-law, sister, brother, husband, wife, child or any other relative who is a member of the immediate

ARTICLE IV

GRIEVANCE PROCEDURE

1. The Board and the Aide Association recognize that misunderstandings and disagreements may arise with respect to interpretation and application of rules, regulations and policies of the Morris Plains Public School system, duties and responsibilities of aides and the provisions of the Board - Aide Association Agreement and therefore the Board and the Association agree and hereby adopt the following grievance procedure.

2. Definitions:

a. The term "grievance" means a complaint by any aide, as defined in Article I, Paragraph 1, that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said aide.

1) The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

(a) The failure or refusal of the Board to renew a contract of an aide.

(b) In matters where a method of review is

ARTICLE IV
GRIEVANCE PROCEDURE - continued

5. Any aide may discuss any matter informally with any appropriate member of the school administration. An aggrieved aide may present his written grievance and process it through the various steps of the grievance procedure by himself, or, at his option, through a representative selected by him. Where an aggrieved aide is not represented by the Aide Association, a representative of the Aide Association shall have the right to be present at every step of the grievance procedure.

6. In the event that a grievance is not resolved informally as suggested by paragraph #5, the following procedure will obtain:

Step 1. - The aggrieved aide may present his grievance in writing to his immediate superior who shall render his decision in writing to the aide within five (5) days after the receipt of the grievance.

Step 2. - In the event that the grievance is not resolved at Step 1, the aggrieved aide may within five (5) school days after receipt of such written decision, submit to the Superintendent of Schools a written request for review of the grievance. The Superintendent shall meet with the aggrieved aide and his representative, if any, and a representative of the Association, if any, within five (5) school days after receipt of such written request. The Superintendent shall at such meeting seek to secure all information pertinent to the grievance and shall render his decision in writing to the aide no

ARTICLE IV
GRIEVANCE PROCEDURE - continued

the various steps of the grievance procedure shall be considered as a maximum unless extended by mutual agreement. The Board and the Association shall make every effort to expedite the resolution of any grievance pending at or near the end of a school year where the failure to resolve such grievance prior to the end of the school year may adversely affect the aggrieved aide.

8. Group Grievance - Any grievance which is common among a group or class of aggrieved aides may be presented in writing, by the aggrieved aides or by a representative selected by them, to the next level of authority at Step 2 without first having been processed through the previous steps of the grievance procedure. Such group grievance shall be processed at Step 2 and thereafter in accordance with the procedures set forth above.

9. Meetings and hearings held pursuant to the foregoing grievance procedure shall not be conducted in public.

ARTICLE V
MISCELLANEOUS - continued

determining the daily rate as follows: the daily rate shall be 1/200 of the annual contracted salary and the hourly rate shall be 1/7 of the daily rate.

ARTICLE VII

A. DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1979 and shall continue in effect until June 30, 1981.

SCHEDULE A-1

1979-80 SALARY GUIDE FOR AIDES

	<u>Media Aide</u>	<u>Educational Clerical Aide</u>
1	4515	4745
2	4745	4970
3	4970	5200
4	5200	5430
5	5430	5660
6	5660	5890
7	6090	6290

1. For the purpose of this guide, all aides shall move up a step on the guide from their guide placement in 1978-1979.
2. Any new aide hired shall start on Step #1.

SCHEDULE A-2

1980-81 SALARY GUIDE FOR AIDES

	<u>Media Aide</u>	<u>Educational Clerical Aide</u>
1	4715	4945
2	4945	5170
3	5170	5400
4	5400	5630
5	5630	5860
6	5860	6090
7	6290	6490

SCHEDULE A-2
1980-81 SALARY GUIDE FOR AIDES - continued

1. For the year 1980-81, any aide who is at Step #7 and who was also on Step #7 in 1979-80 shall be given an adjustment payment of \$200, for 1980-81 only, in addition to her salary on the guide.