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A G R E E M E N T

BETWEEN THE

MILLTOWN OFFICE PERSONNEL ASSOCIATION

AND THE

BOARD OF EDUCATION OF MILLTOWN

THE COUNTY OF MIDDLESEX, NEW JERSEY

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PREAMBLE

THIS AGREEMENT ENTERED INTO THIS 10th DAY OF August, 1970,
BY AND BETWEEN THE BOARD OF EDUCATION OF MILLTOWN, NEW JERSEY, HEREIN-
AFTER CALLED THE BOARD AND THE MILLTOWN OFFICE PERSONNEL ASSOCIATION,
HEREINAFTER CALLED THE ASSOCIATION.

WITNESSETH:

WHEREAS, THE PARTIES HAVE REACHED CERTAIN UNDERSTANDINGS WHICH THEY
DESIRE TO CONFIRM IN THIS AGREEMENT,

Now, THEREFORE,

THE PARTIES HERETO AGREE AS FOLLOWS:

ARTICLE I - RECOGNITION

THE BOARD HEREBY RECOGNIZES THE ASSOCIATION AS THE EXCLUSIVE AND SOLE REPRESENTATIVE FOR COLLECTIVE NEGOTIATION CONCERNING THE TERMS AND CONDITIONS OF EMPLOYMENT FOR ALL FULL-TIME OFFICE PERSONNEL.

ARTICLE II - NEGOTIATION PROCEDURE

- A. THE PARTIES AGREE TO ENTER INTO COLLECTIVE NEGOTIATIONS OVER A SUCCESSOR AGREEMENT IN ACCORDANCE WITH CHAPTER 303, PUBLIC LAWS 1968, IN A GOOD-FAITH EFFORT TO REACH AGREEMENT ON MATTERS CONCERNING THE TERMS AND CONDITIONS OF EMPLOYMENT. SUCH NEGOTIATIONS SHALL BEGIN WITH A SIMULTANEOUS PRESENTATION OF DEMANDS BY EACH PARTY TO THE OTHER NO LATER THAN OCTOBER 1 AND ACTUAL NEGOTIATIONS TO BEGIN NO LATER THAN NOVEMBER 1 PRECEDING THE CALENDAR YEAR IN WHICH THIS AGREEMENT EXPIRES. ANY AGREEMENT SO NEGOTIATED SHALL APPLY TO ALL PERSONNEL COVERED IN ARTICLE I, BE REDUCED TO WRITING, AND BE SIGNED AND ADOPTED BY THE BOARD AND THE ASSOCIATION.
- B. DURING NEGOTIATIONS, THE BOARD AND THE ASSOCIATION SHALL EXCHANGE POINTS OF VIEW AND PROPOSALS AND COUNTER-PROPOSALS. THE BOARD SHALL MAKE AVAILABLE TO THE ASSOCIATION FOR INSPECTION, ALL PERTINENT PUBLIC RECORDS OF THE MILLTOWN SCHOOL DISTRICT.
- C. THE PARTIES MUTUALLY PLEDGE THAT THEIR REPRESENTATIVES SHALL BE CLOTHED WITH ALL NECESSARY POWER AND AUTHORITY TO MAKE PROPOSALS, CONSIDER PROPOSALS, AND MAKE COUNTER-PROPOSALS IN THE COURSE OF NEGOTIATIONS, SUBJECT TO THE FINAL APPROVAL AND ADOPTION OF THEIR RESPECTIVE BODIES.

- D. 1. REPRESENTATIVES OF THE BOARD AND THE ASSOCIATION NEGOTIATION COMMITTEE SHALL MEET, IF REQUESTED BY EITHER PARTY, WITHIN TWENTY (20) CALENDAR DAYS, FOR THE PURPOSE OF RESOLVING PROBLEMS THAT MAY ARISE IN CONNECTION WITH THIS AGREEMENT. THESE MEETINGS ARE NOT INTENDED TO BYPASS THE GRIEVANCE PROCEDURE.
2. EACH PARTY SHALL SUBMIT TO THE OTHER, AT LEAST THREE (3) WORKING DAYS PRIOR TO ANY SUCH MEETING, AN AGENDA COVERING MATTERS THEY WISH TO DISCUSS. MATTERS NOT ON THE AGENDA MAY BE CONSIDERED IF BOTH PARTIES AGREE.
3. ALL MEETINGS BETWEEN THE PARTIES SHALL BE SCHEDULED, WHENEVER POSSIBLE, TO TAKE PLACE WHEN THE PERSONS INVOLVED ARE FREE FROM ASSIGNED RESPONSIBILITIES, UNLESS OTHERWISE AGREED.
4. SHOULD A MUTUALLY ACCEPTABLE AMENDMENT TO THIS AGREEMENT BE NEGOTIATED BY THE PARTIES, IT SHALL BE REDUCED TO WRITING AND BE SIGNED AND ADOPTED BY THE BOARD AND THE ASSOCIATION.

ARTICLE III - GRIEVANCE PROCEDURE

A. DEFINITION

1. A GRIEVANCE IS AN APPEAL OF THE INTERPRETATION, APPLICATION OR VIOLATION OF POLICIES, AGREEMENTS AND ADMINISTRATIVE DECISIONS AFFECTING THE OFFICE PERSONNEL GOVERNED BY THIS AGREEMENT.

B. PURPOSE

1. THE PURPOSE OF THIS PROCEDURE IS TO SECURE AT THE LOWEST POSSIBLE LEVEL, EQUITABLE SOLUTIONS TO THE INTERPRETATION, MEANING, APPLICATION OR ADMINISTRATION OF THE PROVISIONS OF THIS AGREEMENT. BOTH PARTIES AGREE THAT THESE PROCEEDINGS WILL BE

KEPT AS INFORMAL AND CONFIDENTIAL AS MAY BE APPROPRIATE AT ANY LEVEL OF THE PROCEDURE.

2. NOTHING HEREIN CONTAINED SHALL BE CONSTRUED AS LIMITING THE RIGHT OF ANY OFFICE PERSONNEL HAVING A GRIEVANCE TO DISCUSS THE MATTER INFORMALLY WITH HIS IMMEDIATE SUPERIOR AND HAVING THE GRIEVANCE ADJUSTED.

C. PROCEDURE

1. SINCE IT IS IMPORTANT THAT GRIEVANCES BE PROCESSED AS RAPIDLY AS POSSIBLE, THE NUMBER OF DAYS INDICATED AT ANY LEVEL SHOULD BE CONSIDERED AS MAXIMUM AND EVERY EFFORT SHOULD BE MADE TO EXPEDITE THE PROCESS. HOWEVER, THE TIME LIMITS SPECIFIED MAY BE EXTENDED BY MUTUAL AGREEMENT IF NECESSARY.
2. IN THE EVENT A GRIEVANCE IS FILED AT SUCH TIME THAT IT CANNOT BE PROCESSED THROUGH ALL THE STEPS IN THIS PROCEDURE BY THE END OF THE WORKING YEAR, THE TIME LIMITS SET FORTH HEREIN SHALL BE REDUCED SO THAT THE GRIEVANCE PROCEDURE MAY BE EXHAUSTED PRIOR TO THE END OF THE WORKING YEAR OR AS SOON THEREAFTER AS IS PRACTICABLE.
3. SHOULD THE GRIEVANT SUBMIT SUBSTANTIAL NEW EVIDENCE AT ANY STEP IN THE PROCEDURE, THE GRIEVANCE WILL BE REMANDED TO THE LEVEL AT WHICH IT WAS INITIALLY LODGED.
4. FAILURE AT ANY STEP OF THIS PROCEDURE TO APPEAL A GRIEVANCE TO THE NEXT STEP WITHIN THE SPECIFIED TIME LIMITS SHALL CONSTITUTE ACCEPTANCE OF THE DECISION RENDERED AT THAT STEP.
5. 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.

6. ANY PARTY IN INTEREST MAY BE REPRESENTED AT ALL STAGES OF THE GRIEVANCE PROCEDURE BY HIMSELF, OR AT HIS OPTION, BY HIS DESIGNATED REPRESENTATIVE. THE SUPERINTENDENT SHALL BE INFORMED OF THE DESIGNATED REPRESENTATIVE PRIOR TO THE SCHEDULING OF THE NEXT STEP IN THE GRIEVANCE PROCEDURE. THE OFFICE PERSONNEL SHALL BE PRESENT AT ALL STEPS OF THE PROCEDURE.
7. UNTIL SUCH TIME AS A GRIEVANCE IS PROPERLY DETERMINED, THE OFFICE PERSONNEL SHALL CONTINUE TO PERFORM HIS DUTIES IN ACCORDANCE WITH ADMINISTRATIVE DIRECTIVES, BOARD POLICIES, AND THIS AGREEMENT.
8. OFFICE PERSONNEL WITH A POSSIBLE GRIEVANCE SHALL FIRST DISCUSS IT INFORMALLY WITH HIS IMMEDIATE SUPERIOR WITHIN THREE (3) WORKING DAYS OF ITS OCCURRENCE.
9. LEVEL ONE
 - (A) IF, AS A RESULT OF THIS DISCUSSION, THE MATTER IS NOT RESOLVED TO THE SATISFACTION OF THE OFFICE PERSONNEL, HE SHALL WITHIN FIVE (5) WORKING DAYS, SET FORTH HIS GRIEVANCE IN WRITING TO HIS IMMEDIATE SUPERIOR, SPECIFYING THE FOLLOWING:
 - (1) NAME AND DATE OF FILING
 - (2) THE NATURE OF THE GRIEVANCE
 - (3) IF THE GRIEVANCE CONCERNS THE ALLEGED MISAPPLICATION OR MISINTERPRETATION OF THIS AGREEMENT, CITE POINT IN QUESTION BY ARTICLE, PARAGRAPH NUMBER AND PAGE NUMBER
 - (4) THE NATURE AND EXTENT OF INJURY, LOSS OR INCONVENIENCE
 - (5) THE BASIS OF HIS DISSATISFACTION WITH THE DECISION PREVIOUSLY RENDERED
 - (6) THE CORRECTIVE ACTION DESIRED

- (B) THE SUPERIOR SHALL ATTEMPT TO RESOLVE THE MATTER AS QUICKLY AS POSSIBLE AND IN ANY CASE SHALL COMMUNICATE HIS DECISION AND REASON TO THE OFFICE PERSONNEL IN WRITING WITHIN FIVE (5) WORKING DAYS OF RECEIPT OF THE WRITTEN GRIEVANCE.

10. LEVEL TWO

NO LATER THAN THREE (3) WORKING DAYS AFTER RECEIPT OF THE IMMEDIATE SUPERIOR'S WRITTEN DECISION, THE OFFICE PERSONNEL MAY APPEAL THE DECISION TO THE SUPERINTENDENT OF SCHOOLS. THE APPEAL TO THE SUPERINTENDENT MUST BE IN WRITING AND MUST STATE THE GRIEVANCE AS SPECIFIED ABOVE AND THE OFFICE PERSONNEL'S DISSATISFACTION WITH THE DECISION. THE SUPERINTENDENT SHALL ATTEMPT TO RESOLVE THE MATTER AS QUICKLY AS POSSIBLE, BUT WITHIN A PERIOD OF TEN (10) WORKING DAYS. THE SUPERINTENDENT SHALL COMMUNICATE HIS DECISION AND REASON IN WRITING TO THE GRIEVANT. IF THE SUPERINTENDENT IS ALSO THE IMMEDIATE SUPERIOR THEN THE GRIEVANCE SHALL PROCEED IMMEDIATELY TO LEVEL THREE.

11. LEVEL THREE

IF THE GRIEVANCE IS NOT RESOLVED TO THE OFFICE PERSONNEL'S SATISFACTION, HE MAY REQUEST A REVIEW BY THE BOARD. THIS REQUEST MUST BE SUBMITTED NO LATER THAN FIVE (5) WORKING DAYS AFTER RECEIPT OF THE SUPERINTENDENT'S DECISION AND SHALL INCLUDE THE REASONS FOR THE DISSATISFACTION. THE REQUEST SHALL BE SUBMITTED IN WRITING TO THE BOARD THROUGH THE SUPERINTENDENT AS EX OFFICIO MEMBER OF THE BOARD. THE BOARD SHALL REVIEW THE GRIEVANCE AND SHALL HOLD A MEETING WITH THE OFFICE PERSONNEL AND SHALL RENDER A DECISION WITHIN TEN (10) WORKING DAYS OF RECEIPT OF THE GRIEVANCE BY THE BOARD. THE BOARD WILL RENDER ITS DECISION AND REASON IN WRITING TO THE GRIEVANT.

ARTICLE IV - SALARIES

THE FOLLOWING SALARY GUIDE IS ESTABLISHED FOR THIS AGREEMENT PERIOD:

<u>STEP</u>	<u>PRINCIPAL'S SECY.</u>	<u>SUPERINTENDENT'S SECY.</u>
1	4550	5100
2	4800	5400
3	5050	5700
4	5300	6000
5	5550	6300
6	5800	6600
7	6050	6900
8	6300	7200
9	6550	7500
10	6800	7800

(MRS.) GERTRUDE GASPER SHALL BE ON STEP 6 OF THE SUPERINTENDENT'S SECY. GUIDE.

(MRS.) HELEN CHRISTIAN SHALL BE ON STEP 3 OF THE PRINCIPAL'S SECY. GUIDE.

ARTICLE V - VACATION

A. LESS THAN 5 YEARS.....TWO WEEKS

5 YEARS OR MORE.....THREE WEEKS

YEARS SHALL BE CALCULATED AS OF JULY 1ST OF THE FIRST YEAR OF EMPLOYMENT.

ARTICLE V - VACATION (CONTD)

- B. VACATIONS SHALL BE ARRANGED SO THAT ONE PERSON IS ALWAYS IN ATTENDANCE DURING THE NORMAL SCHOOL VACATION PERIOD (JULY AND AUGUST). VACATIONS TAKEN DURING THE SCHOOL YEAR MUST BE CLEARED WITH THE SUPERINTENDENT.

ARTICLE VI - HOLIDAYS

- A. DAYS AS LISTED ON THE CURRENT SCHOOL CALENDAR PLUS 4TH OF JULY AND LABOR DAY.
- B. ONE PROFESSIONAL DAY SHALL BE GRANTED TO ATTEND N.J.E.A. CONVENTION.
- C. OTHER DAYS DURING CHRISTMAS AND EASTER SCHOOL CLOSINGS AT THE SUPERINTENDENT'S DISCRETION.

ARTICLE VII - WORKING HOURS

- A. THE WORK DAY DURING SEPTEMBER THROUGH JUNE SHALL BE FROM 8:30 A.M. TO 4:30 P.M., AND DURING JULY AND AUGUST FROM 8:00 A.M. TO 12:00 NOON.
- B. EACH PERSON SHALL BE GRANTED A DUTY FREE LUNCH PERIOD. UPON THE OCCASION OF AN EMERGENCY CLOSING OF THE NEW BRUNSWICK SCHOOL SYSTEM THIS DUTY-FREE PERIOD MAY BE INTERRUPTED.

ARTICLE VIII - INSURANCE PROTECTION

A. THE BOARD SHALL PROVIDE THE HEALTH-CARE INSURANCE PROTECTION DESIGNATED BELOW. THE BOARD SHALL PAY THE FULL PREMIUM FOR EACH PERSON WHO APPLIES AND ONE HUNDRED PER CENT (100%) OF THE PREMIUM FOR FAMILY-PLAN INSURANCE COVERAGE FOR THOSE WHO APPLY AND ARE ELIGIBLE UNDER THE INSURANCE PLAN.

1. PROVISION OF THE HEALTH CARE INSURANCE PROGRAM SHALL BE DETAILED IN MASTER POLICIES AND CONTRACTS AND SHALL INCLUDE ALL ITEMS COVERED IN THE NEW JERSEY PUBLIC AND SCHOOL EMPLOYEES HEALTH BENEFITS PLAN.

ARTICLE IX - SICK LEAVE

A. EACH PERSON SHALL BE ENTITLED TO TWELVE (12) SICK LEAVE DAYS PER YEAR. UNUSED SICK LEAVE DAYS SHALL BE ACCUMULATED WITH NO MAXIMUM LIMIT.

B. A PHYSICIAN'S CERTIFICATE MAY BE REQUIRED AFTER FIVE (5) CONSECUTIVE DAYS OF ABSENCE. IN CASES CONSIDERED CHRONIC OR PERSISTENT IN THE JUDGMENT OF THE SUPERINTENDENT, A CERTIFICATE MAY BE REQUIRED AT ANY TIME.

ARTICLE X - TEMPORARY LEAVES OF ABSENCE

A. EACH PERSON WITH THE PRIOR APPROVAL OF THE SUPERINTENDENT, SHALL BE ENTITLED TO AN ALLOWANCE OF UP TO A TOTAL OF THREE (3) PERSONAL

LEAVE DAYS WITH FULL PAY, DURING EACH AGREEMENT YEAR. ANY PERSONAL DAYS SHALL BE ACCUMULATIVE UP TO A TOTAL OF NINE (9) DAYS.

1. ONE (1) DAY LEAVE OF ABSENCE MAY BE TAKEN, IN ANY ONE YEAR, FOR PERSONAL MATTERS WITHOUT STATING ANY REASON.

2. THE OTHER TWO (2) DAYS, OR ANY ACCUMULATED DAYS, MAY BE TAKEN FOR THE FOLLOWING REASONS:

A. OBSERVANCE OF A RELIGIOUS HOLIDAY

B. DEATH OF A RELATIVE OR FRIEND OUTSIDE THE IMMEDIATE FAMILY

C. SERIOUS ILLNESS OF A MEMBER OF IMMEDIATE FAMILY

D. COURT SUBPOENA

E. MARRIAGE OF EMPLOYEE OR MEMBER OF HIS IMMEDIATE FAMILY

F. MOVING

G. HOUSE CLOSING

H. GRADUATION OF EMPLOYEE OR MEMBER OF HIS IMMEDIATE FAMILY

I. OTHER REASONS AT THE DISCRETION OF THE SUPERINTENDENT

B. LEAVE FOR A DEATH IN THE IMMEDIATE FAMILY AS DEFINED IN ARTICLE X, SECTION D, MAY BE GRANTED UP TO FIVE (5) DAYS WITH PAY FOR EACH OCCURRENCE.

C. APPLICATION FOR ALL LEAVES IN SECTIONS A AND B SHALL BE MADE TO THE PERSON'S IMMEDIATE SUPERIOR, IN WRITING, AT LEAST FORTY (40) HOURS BEFORE SUCH LEAVE IS TO COMMENCE, EXCEPT IN CASES OF EMERGENCIES.

D. DEFINITION OF IMMEDIATE FAMILY IS AS FOLLOWS:

1. MOTHER

2. FATHER

3. SON

4. DAUGHTER

5. HUSBAND

- 6. WIFE
- 7. SISTER
- 8. BROTHER
- 9. MOTHER-IN-LAW
- 10. FATHER-IN-LAW
- 11. OTHER RELATIVES WHO RESIDE IN THE IMMEDIATE HOUSEHOLD

ARTICLE XI - DURATION OF AGREEMENT

- A. THIS AGREEMENT SHALL BE EFFECTIVE AS OF JULY 1, 1970, AND SHALL CONTINUE IN EFFECT UNTIL JUNE 30, 1971.
- B. THIS AGREEMENT SHALL NOT BE EXTENDED ORALLY, AND IT IS EXPRESSLY UNDERSTOOD THAT IT SHALL EXPIRE ON THE DATE INDICATED UNLESS A SUCCESSOR AGREEMENT HAS BEEN NEGOTIATED ACCORDING TO THE TERMS OF THIS AGREEMENT.
- C. IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE SIGNED ON THE DAY AND YEAR FIRST WRITTEN.

MILLTOWN OFFICE PERSONNEL ASSOCIATION

BY *Gertude Gager (signed)*

BY *Helen Christain (signed)*

MILLTOWN BOARD OF EDUCATION

BY *James H. Strumple*
PRESIDENT

BY *James J. Smith*
SECRETARY

(Bd. Seal)