

~~THE MAINLAND REGIONAL SECRETARIES' ASSOCIATION~~
FOR THE PERIOD JULY 1, 1983 - JUNE 30, 1984

AND

~~MAINLAND REGIONAL HIGH SCHOOL DISTRICT~~

BETWEEN THE BOARD OF EDUCATION

AGREEMENT

THIS DOES NOT
CIRCULATE

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Institute of Management and
Labor Relations
OCT 23 1984
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This Agreement is made and entered into on this
1st day of July 1983 by and between The Mainland Regional
High School District Board of Education, hereinafter called
the "Board", and the Mainland Regional Secretaries' Associa-
tion, hereinafter called the "Association".

Preamble

12 negotiating unit.

11 employees represented by the Association in the

10 when used in this Agreement, shall refer to all

9 B. Unless otherwise indicated, the term "employee",

8 Administrator's office.

7 Secretary and Secretary-Operations Specialist/Business

6 personnel, but excluding the Superintendent's

5 employment for full-time secretarial/clerical

4 negotiations concerning the terms and conditions of

3 the exclusive representative for purposes of collective

2 Association during the lifetime of this Agreement as

1 A. The Board hereby recognizes the Mainland Secretaries'

RECOGNITION

ARTICLE I

- 1 A. The parties agree to enter into collective negotiations over an
2 agreement in accordance with the New Jersey Employees Relations
3 Act, Public Laws of New Jersey, in a good faith effort to reach
4 agreement on all matters concerning the terms and conditions of
5 employment. Any successor agreement so negotiated shall apply to
6 all employees covered by the recognition clause, be reduced to
7 writing, and after ratification by the Board and Association,
8 shall be signed and adopted by both parties.
- 9 B. During negotiations, the Board and the Association shall present
10 data, exchange points of view, and make proposals and counter-
11 proposals. The Board shall make available to the Association,
12 upon specific request therefor, any public information concerning
13 negotiations.
- 14 C. Neither party in any negotiations shall have control over the
15 selection of the negotiating representatives of the other party.
16 The parties mutually pledge that their representatives shall be
17 clothed with the necessary power and authority to make proposals,
18 consider proposals, and make counter-proposals in the course of
19 negotiations.
- 20 D. All meetings between the parties shall be regularly scheduled
21 whenever possible to take place when the employees involved are
22 free from assigned duties, unless otherwise agreed.

Negotiations Procedure

ARTICLE II

ARTICLE 11 - Negotiations Procedure (Cont'd)

- 1 E. This agreement represents and incorporates the complete and final
2 understanding and settlement by the parties on all bargainable
3 issues which were or could have been the subject of negotiation.
4 During the term of this agreement, neither party shall be required
5 to negotiate with respect to any such matter, whether or not covered
6 by this agreement, and whether or not within the knowledge or con-
7 templation of either or both parties at the time they negotiated
8 or signed this agreement.
- 9 F. This agreement shall not be modified in whole or in part by the
10 parties except by an instrument in writing duly executed by both
11 parties.

ARTICLE III

Grievance Procedure

A. Purpose

1. The purpose of this procedure is to secure, at the lowest possible

level, an equitable solution to the problems which may arise affect-

ing the terms and conditions of this agreement and to resolve

grievances as soon as possible so as to assure efficiency and em-

ployee morale. The parties agree that this procedure will be kept

as informal as may be appropriate.

2. Nothing contained herein shall be construed as limiting the right

of any employee having a grievance to discuss the matter informally

with any appropriate member of the administration and having the

grievance adjusted without the intervention of the Association.

B. Definition

1. The term "grievance" as used herein means any controversy arising

over the interpretation or adherence to the terms and conditions

of this agreement and may be raised by an individual employee

covered by this agreement.

2. An "aggrieved person" is the individual employee making the claim.

3. 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 the contract

to a non-tenured employee;

b. In matters where a method of review is set forth by law,

or by any rule, regulation, or order of the State Com-

missioner of Education or the State Board of Education;

ARTICLE III - Grievance Procedure (Cont'd)

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9-c. Any complaint by any certified personnel occasioned by

appointment or lack of appointment to retention in or lack

of retention in any position for which tenure is either not

possible or not required;

d. In matters where the Board is without authority to act.

e. Board policies and administrative decisions which do not violate
the terms and conditions of this agreement.

c. Steps of the Grievance Procedure

The following constitutes the sole and exclusive method for

dissolving grievances between the parties covered by this agreement

and shall be followed in its entirety unless any step is waived by

mutual consent:

1. Level One - Informal Resolution

An aggrieved employee shall institute action under the pro-

visions hereof within ten (10) days of the occurrence or after

becoming aware of a potentially grievable situation during the

summer months by discussing it with her immediate superior or

principal, with the objective of resolving the matter informally.

Failure to act within said ten (10) days shall be deemed to con-

stitute an abandonment of the grievance.

2. Level Two - Immediate Superior

If the aggrieved individual is not satisfied with the dis-

position of her grievance at Level One or if no decision has been

rendered within five (5) school days after the presentation of the

grievance, she shall then discuss it with her school principal

with the objective of resolving the matter informally. The em-

ployee shall indicate to the building principal that a grievance

hearing is taking place.

c. Steps of the Grievance Procedure (cont'd)

3. Level Three - Superintendent

1 If the aggrieved individual is not satisfied with the dis-

2 position of her grievance at Level Two, or if no decision has

3 been rendered within five (5) school days after the presentation

4 of the grievance, she may submit the grievance in writing within

5 five (5) school days after the decision at Level Two or ten (10)

6 school days after the grievance was presented at Level Two,

7 whichever is earlier, to the Superintendent of Schools.

4. Level Four - Board of Education

8 If the aggrieved individual is not satisfied with the dis-

9 position of her grievance at Level Three, or if no decision has

10 been rendered within ten (10) school days after the grievance was

11 delivered to the Superintendent, she may within five (5) school

12 days after a decision by the Superintendent or fifteen (15) school

13 days after the grievance was delivered to the Superintendent,

14 whichever is sooner, request in writing that her grievance be

15 submitted for review by the Board of Education. The Board shall

16 review the case and may hold a hearing with the employee, if re-

17 quested by the employee. An administrator may be present at this

18 level.

19 The Board shall render a decision in writing within twenty-one

20 (21) school days of receipt of the grievance. Copies of the de-

21 cision of the Board of Education shall be sent to the aggrieved,

22 to the Superintendent, and to the principal and President of the

23 Association.

c. Steps of the Grievance Procedure (cont'd)

5. Level Five - Arbitration

- 1 a. If the aggrieved person is not satisfied with the dis-
2 position of his grievance at Level Four, or if no decision
3 has been rendered within twenty-two (22) school days after
4 the grievance was delivered to the Board, she may within
5 five (5) school days after a decision by the Board, or
6 twenty-two (22) school days after the grievance was de-
7 livered to the Board, whichever is sooner, request in
8 writing that her grievance be submitted to arbitration.
9 b. Within ten (10) school days after such written notice of
10 submission to arbitration, both parties shall attempt to
11 agree upon a mutually acceptable arbitrator and shall attempt
12 to obtain a commitment from said arbitrator to serve. If the
13 parties are unable to agree upon an arbitrator, or to obtain
14 such a commitment within the specified time period, a request
15 for a list of arbitrators may be made to the American Arbitra-
16 tion Association by either party. The parties shall then be
17 bound by the rules and procedures of the American Arbitration
18 Association concerning the selection of an arbitrator.
19 c. The arbitrator so selected shall hold hearings promptly
20 and shall issue his decision no later than twenty (20) school
21 days from the date of the close of the hearings, or if oral
22 hearings have been waived, from the date the final statements
23 and proofs on the issues are submitted to him. The arbitrator
24 shall be bound by the provisions of this agreement and

ARTICLE III - Grievance Procedure (cont'd)

c. Steps of the Grievance Procedure (cont'd)

5. Level Five - Arbitration (cont'd)

c. (cont'd) restricted to the application of the facts pre-

2 sented to him involving the grievance. The arbitrator

3 shall not have the authority to add to, modify, detract

4 from, or alter in any way the provisions of this agree-

5 ment or any amendment or supplement thereto. The arbitrator's

6 decision shall be in writing and shall set forth his findings

7 of fact, reasoning, and conclusions on the issues submitted;

8 the arbitrator shall be without authority or power to make

9 any decision which requires the commission of an act pro-

10 hibited by law or which is violative of the terms of this

11 agreement. The arbitrator's decision shall be submitted to

12 the Board and the Association and shall be binding on both

13 parties.

d. The costs for the services of the arbitrator shall be

14 borne equally between the Board of Education and the Asso-

15 ciation; any other expenses, including but not limited to

16 the presentation of witnesses, room rental, or any other

17 matter, shall be paid by the party incurring same.

d. Time Limits

20 Since it is important that grievances be processed as rapidly as

21 possible, the number of days indicated at each level should be con-

22 sidered as a maximum and every effort should be made to expediate

23 the process. The time limit specified may, however, be extended by

24 mutual agreement. Failure in any step of this procedure to communicate

D. Time Limits (cont'd)

1 the decision on the grievance within the specified time limits shall

2 permit the grievant to proceed to the next step. Failure in any step

3 of this procedure to appeal a grievance at the next step within the

4 specified time limits shall be deemed to be a waiver of further appeal

5 of the decision rendered.

E. Year-End Grievances

6 In the event a grievance is filed at such time that it cannot

7 be processed through all of the steps in this grievance procedure by

8 the end of the school year, and, if left unresolved until the beginning

9 of the following school year could result in irreparable harm to a

10 party in interest, the time limit set forth herein shall be reduced so

11 that the grievance procedure may be exhausted prior to the end of the

12 school year or as soon thereafter as possible.

F. Rights of Employees to Representation

13 1. Any aggrieved person may be represented at all stages of the

14 grievance procedure by herself, or, at her option, by a representative

15 of her choosing. When an employee is not represented by the Association,

16 the Association through a designated representative, shall have the right

17 to be present and state its views at all levels of the grievance pro-

18 cedure above level Two.

19 2. No reprisals of any kind shall be taken by either party to this

20 agreement against any employee whether or not a member of the bargain-

21 ing unit or the Association who shall participate in the grievance

22 procedure by reason of such participation.

6. Miscellaneous

1. If a grievance affects a group of employees, by mutual agreement of the parties, such grievance may be consolidated, and where appropriate, may be instituted at Level Two of the grievance procedure.

2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association subject to Board approval and shall be given appropriate distribution so as to facilitate operation of the grievance procedure.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties and their designated or selected representatives as heretofore referred to in this Article.

4. 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.

ARTICLE IV
EVALUATION

A. Evaluation

1. The performance of each employee in the unit shall be evaluated

annually by the immediate superior. Formal evaluation reports shall

be prepared after said evaluation and said employee shall be

provided the opportunity to see, sign and receive a copy of

same prior to inclusion in the employee's personnel file.

Signature by an employee shall only signify acknowledgement of

of the report and shall not imply agreement or disagreement

with the contents thereon.

2. An employee shall have the opportunity to respond on the back

of such report prior to inclusion in the employee's personnel

permanent folder.

B. Decision to Withhold Increment

1. The Superintendent shall advise the employee by April 1st

of the decision to withhold employment or adjustment increment.

2. The employee may appeal the Superintendent's action to the

Superintendent within ten (10) school days.

3. If dissatisfied at this level, employee may appeal to Board.

4. The Board of Education shall take statutory action by May 30th.

5. The employee may appeal the Board's action to the New Jersey

Commissioner of Education.

ARTICLE V

Association Rights and Privileges

- 1 A. The Board hereby agrees to furnish to the Association in response
2 to reasonable requests therefor, relevant information which is in
3 the public domain, concerning negotiations and pending grievances.
4 B. The Association and its representatives shall have the right to re-
5 quest in writing use of school buildings at all reasonable hours for
6 meetings subject to the approval of the superintendent. The Associa-
7 tion shall pay any other out-of-pocket expenses incurred. The Asso-
8 ciation shall designate one individual who will initiate requests
9 for school facility use and she will be the liaison person between
10 the Association and the School Administration. The Association shall
11 be solely responsible for the restoration of any facility to its
12 original condition upon the conclusion of an Association meeting.
13 C. Subject to the prior approval of the Superintendent, the Association
14 shall have the right to use school facilities and equipment, includ-
15 ing typewriters, duplicating equipment, calculating machines, and
16 all types of audio-visual equipment outside of regular working hours
17 when such equipment is not otherwise in use. The Association shall
18 pay for the reasonable cost of all materials, services, and supplies
19 incident to such use.
20 D. Leave with full pay shall be granted to the President of the
21 Association or her designees up to 6 personal days per year for
22 Association business, subject to the notification and approval of
23 the Superintendent. Such approval is at the discretion of the
24 Superintendent which shall not be denied without a reason.
25 E. Copies of all Agendas shall be provided to the Association
26 President as soon as they are available.

1 The Board of Education reserves to itself sole jurisdic-
2 tion and right, in compliance with the laws of the State of
3 New Jersey and The Rulings of the State Commissioner of Education,
4 except as may be limited by the language of this agreement and the
5 laws of New Jersey, to hire, assign duties, promote, arrange work
6 schedules, reduce number of employees and direct employees covered
7 by this Agreement and to take disciplinary action against said
8 employees up to and including discharge for just cause, and to
9 manage school operations.

BOARD'S RIGHTS

ARTICLE VI

- 1 A. The work year of employees shall be as follows:
- 2 10-month contract employees - September 1 through June
- 3 30.
- 4 B. All 10 and 12 month employees shall be entitled to paid
- 5 holidays coinciding with the days during the school year
- 6 upon which the Mainland Regional High School District is
- 7 not in session (including Independence Day and Labor Day).
- 8 C. The Superintendent may request coverage of office by an
- 9 employee when school is not in session. This schedule
- 10 to be worked out to the mutual satisfaction of the Super-
- 11 intendent and members of the Association on a voluntary
- 12 basis. In the event a volunteer cannot be found, an
- 13 employee shall be selected on a rotating basis by the
- 14 Superintendent. Overtime (time and a half) shall be
- 15 granted on any day school is not in session as mutually
- 16 agreed upon by Superintendent and employee.

ARTICLE VII
WORK YEAR

- 5 to be taken at the approval of her immediate supervisor.
- 4 B. Each employee shall be allowed a fifteen-minute coffee break
- 3 to the seven hours, there shall be a one-hour lunch period.
- 2 case of an emergency closing or an early dismissal. In addition
- 1 A. The work day shall consist of a seven-hour day except in the

DAILY WORK HOURS

ARTICLE VIII

- 1 A. Overtime shall be defined as time worked beyond the regular
- 2 7 hour day. Overtime shall be paid at the rate of 1 1/2 hours
- 3 worked over 35 hours in one week.
- 4 B. Overtime will normally be shared by all qualified personnel
- 5 willing to work. All overtime must be approved by the
- 6 Superintendent.

OVERTIME

ARTICLE IX

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A. This policy shall cover brief absences not chargeable to sick leave. The provisions for leave at full pay stated below shall be for one year and no unused days shall be accumulated for use in another year.

1. DEATH IN THE IMMEDIATE FAMILY
 An allowance of up to 3 days leave shall be granted. Immediate family shall be considered as follows: father, mother, spouse, child, brother, sister, or any relative residing in the immediate household.

2. CRITICAL ILLNESS IN THE IMMEDIATE FAMILY
 An allowance of up to 3 days leave shall be granted (immediate family as defined in 1). Verification may be required.

3. PERSONAL DAYS (also, see Article XI)
 Leave at full pay shall be allowed for up to 3 personal days for 12 month employees and 2.5 personal day for 10 month employees. Employees shall certify by their signature on the application form as follows:

It is not possible for me to handle this problem without taking time from school. I further certify that I shall not use personal days for recreation, entertainment, shopping or vacation purposes. It is further understood that these days will not be used for working for myself or others.

B. Notification to the employee's immediate superior, and to the Superintendent for personal leave shall be made at least two (2) days before taking such leave (except in case of unforeseen emergencies). Said leave shall not be taken on the day prior to or following a school holiday except for death or critical illness in the family.

TEMPORARY LEAVES OF ABSENCE

1 PROFESSIONAL
 2 Leave at full pay shall be allowed to attend professional
 3 meetings or Educational Activities upon the request of the
 4 secretary and the approval of the Superintendent or upon
 5 the recommendation of the Superintendent and the acceptance
 of the secretary.

TEMPORARY LEAVES OF ABSENCE (Cont'd)

ARTICLE X

ARTICLE XI

Sick Leave

- 1 A. Sick leave at full pay shall accrue at the rate of ten (10) days
- 2 per year for employees on a ten (10) month contract, and at the
- 3 rate of twelve (12) days per year for employees on a twelve (12)
- 4 month contract.
- 5 B. Sick leave shall be allowed on notice to the Superintendent in the
- 6 event of the employee's absence due to illness.
- 7 C. Accumulative sick leave not utilized during the year earned shall
- 8 be applicable to subsequent years.
- 9 D. Sick leave in excess of three (3) consecutive working days must be
- 10 supported by certification from an attending physician. Notwith-
- 11 standing this three (3) day limitation, in cases of frequent applica-
- 12 tion of sick leave or suspected abuse, the Superintendent may require
- 13 submission of a statement of a physician or submission to physical
- 14 examination by a physician designated by the Board of Education.
- 15 Abuse of sick leave shall be cause for disciplinary action
- 16 E. Unauthorized absence from work will constitute cause for appropriate
- 17 disciplinary action.
- 18 F. Employees shall be compensated for unused sick days and unused
- 19 personal days according to the following schedule of maximums:

Retired	Maximum payment
7/1/81 - 6/30/82	\$ 750
7/1/82 - 6/30/83	\$1125
7/1/83 - 6/30/84	\$1500
7/1/84 - 6/30/85	\$1875
After 7/1/85	\$2250

1. Starting July 1, 1981 credit will be granted in each year that the employee used no more than five (5) sick days per year (six sick days per year for 12 month employees). All unused sick days accumulated prior to July 1, 1981 will be credited.
2. Starting July 1, 1981 credit will be granted in each year for all unused personal days.
3. The credited days as specified above will be reimbursed at the rate of \$15.00 each at retirement, not to exceed a maximum of \$750 per employee for the period between July 1, 1981 and July 1, 1982.
4. The entitlement at retirement for credited sick days and unused personal days will be increased annually, commencing with July 1, 1982 and each July 1 thereafter by \$75. until it reaches a maximum of \$2,250 per employee.
5. The provisions of paragraph 4 apply only to sick days and personal days accumulated while working for Mainland Regional High School. No reimbursement will be given for such days accumulated with another employer.
6. The Superintendent will be notified one year in advance of the date of retirement for eligibility under this benefit. Failure to do so may result in a delay of payment not to exceed one year.

26 under contract.

25 employing both the secretary and a replacement secretary

24 to return provided the Board is not obligated thereby to

23 the secretary shall notify the Superintendent and be entitled

22 If such leave has commenced and the need for it is negated,

21 secretary and a replacement secretary already under contract.

20 the Board is not obligated thereby to employing both the

19 as soon as possible, and the leave shall be cancelled, provided

18 to its commencement, the secretary shall notify the Superintendent

17 4. If the need for a child rearing leave is negated prior

16 set forth herein.

15 right to waive the notice and commencement date requirements

14 possible under the circumstances, and the Board shall have the

13 week requirement, the secretary shall provide such notice as is

12 the secretary does not have sufficient notice to meet this six

11 leave. In the event of an adoption or other emergency in which

10 (6) weeks prior to the date of commencement of the requested

9 3. All requests for such leave shall be made at least six

8 disability, up to the amount of sick leave available.

7 sick leave for such purpose and be paid for the period of

6 leave, the employee shall be entitled to utilize accumulated

5 2. Should a disability arise during such a child care

4 granted.

3 the second September after the year in which the leave is

2 to any secretary, for a period which shall not extend beyond

1 1. A Child Rearing leave shall be granted upon request

A. CHILD REARING LEAVE

LEAVE OF ABSENCE - EXTENDED

ARTICLE XII

1 5. Any extension or renewals of leave of absence
2 shall be applied for in writing, and if approved, granted
3 for a specific period of time.
4 6. Any secretary on leave shall indicate to the
5 Superintendent his intention for the following year no
6 later than March 1 of the year in which the leave is taken.

LEAVE OF ABSENCE - EXTENDED (Continued)

Vacations

1 A. Employees on a 12-month contract shall be eligible for vacations on
2 the following basis:

3 1. At the completion of 12 months of service, vacation time shall
4 be two calendar weeks (10 working days).

5 2. At the completion of 10 years of service, vacation time shall
6 be three calendar weeks (15 working days).

7 3. At the completion of 17 years of service, vacation time shall
8 be four calendar weeks (20 working days).

9 B. Any employee who has been employed at Mainland Regional High School

10 for a period of one year and is promoted from a 10-month position to
11 a 12-month position shall be entitled to the vacation due a 12-month
12 employee. This shall be effective immediately upon assuming the new
13 position as per A-1 above.

14 C. Vacation time shall be scheduled to coordinate with the work schedule
15 and shall be subject to the approval of the immediate superior.
16

- 8 and holiday pay in proportion to summer days worked.
- 7 C. The 10-month employee shall receive sick days, vacation days
- 6 actual time worked.
- 5 during July and August, the pay shall be proportioned for
- 4 B. In the event a 10-month employee works less than a full month
- 3 rate in effect as of July 1 of the summer worked.
- 2 compensated at the daily rate of 1/200th of the annual salary
- 1 A. Any 10-month employee who works during the summer shall be

SUMMER EMPLOYMENT

ARTICLE XIV

1 Mainland Regional Secretaries' Association shall appoint a
2 Coordinating Council consisting of two members, to meet with
3 the Superintendent once a month "or at the request of the Association
4 President or the Superintendent". Items to be discussed shall
5 include but shall not be limited to procedural recommendations,
6 writing of job descriptions, and equipment and material needs.

ARTICLE XV

Coordinating Council

ARTICLE XVI

EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Each employee shall be placed on her proper step of the

salary schedule. Any employee employed prior to January 1

shall be given full credit for one (1) year of service toward

the next increment step for the following year.

2. In order to qualify for step increases in the salary guide, the

employee must have worked one-half the prior school year.

B. Notification of Contract and Salary

1. Employees shall be notified of their contract and salary status

for the ensuing year no later than April 30. If notice has not

been given by April 30, the employee shall automatically be con-

sidered employed in the same position as occupied before April 1

30.

C. Assigned Duties

1. The Board or any agent thereof may assign or direct any employee

covered by this contract to duties outside of her assigned posi-

tion but consistent with her general job description and con-

sistent with the needs for the efficient operation of the school

system.

D. Resignation

1. An employee who is resigning from her position shall give the

normal 30 days' notice.

2. Earned vacation will be granted at the rate of one (1) day per

month but not to exceed a total of ten (10) days per fiscal year

However, if an employee (10 plus years in district) completes her

fiscal year she shall receive her fully-earned vacation.

E. Pay Dates

1. There will be a bi-weekly pay plan: when a payday falls on or during a school holiday or weekend, secretaries shall receive their pay check on the last previous working day.

EMPLOYMENT PROCEDURES (Continued)

- 1 A. Notice shall be posted as far in advance as practicable,
- 2 but no later than 5 working days before the final date when
- 3 applications must be submitted for the position. Such notice
- 4 shall state the job specifications, salaries, and closing date
- 5 for the acceptance of the application.
- 6 B. In the determination of requests for voluntary reassignment
- 7 and/or transfer, the wishes of the individual employee shall be
- 8 honored to the extent that the transfer does not conflict with
- 9 the best interests of the school system.
- 10 C. When school is not in session, the Association president and the 10
- 11 membership shall be notified by mail of vacancies. Those
- 12 interested must respond within 10 working days.
- 13 D. Postings shall include substitute caller, evening school
- 14 secretary or any other secretarial/clerical or aide position.

Voluntary Transfers and Reassignments

ARTICLE VIII

- 1 A. An involuntary transfer or reassignment shall be made only after
- 2 a meeting between the employee involved and the Superintendent,
- 3 at which time the employee shall be notified of the reason therefor.
- 4 B. When an involuntary transfer or reassignment is necessary, an em-
- 5 ployee's area of competence and length of service in the school
- 6 shall be considered in the determination of which employee is to
- 7 be so transferred and there shall be no reduction in classification
- 8 or total compensation.
- 9 C. An employee being involuntarily transferred or reassigned shall
- 10 be placed only in an equivalent position - i.e., one which, among
- 11 other things, does not involve reduction in classification or in
- 12 total compensation.

Involuntary Transfers and Reassignments

ARTICLE XVII

ARTICLE XIX

HEALTH INSURANCE PROGRAM

A. DETERMINATION OF ELIGIBILITY

All full time employees working a minimum of twenty

(20) hours per week are eligible for the State Health

Benefits Program.

B. PAYMENT OF PREMIUMS FOR DEPENDENTS

Eligibility for payment of premiums for dependents

is established on the basis of years of participation in

the program while an employee of the Mainland Regional High

School District Board of Education

C. During 1983-84 the Board shall pay 100% of all levels

of coverage.

D. INSTRUCTIONS FOR FILING ENROLLMENT APPLICATIONS

New employees who are eligible for coverage must file

an application with the District Business Administrator

within five (5) days from the opening of school, accepting or

rejecting the plan. The employee's effective date of

coverage is the first of the month following two (2) months

of continuous employment. However, employees who are initially

hired on an annual ten-month contract, provided they are

employed as of the beginning of the school year, will be

deemed to have satisfied the two (2) month waiting period

in the months of July and August and coverage for these

employees will be established as of September 1. Employees

hired after September 1 must file an application within

five (5) days acceptance or rejection of the plan. The

employee's effective date of coverage is the first of the

month following two (2) months of continuous employment.

ARTICLE XIX

HEALTH INSURANCE PROGRAM (Continued)

1 In presenting each employee with a copy of this contract and
2 application forms for benefits authorized herein, the Board
3 of Education and School Administration have made the employee
4 aware of his benefits and the procedures to be followed for
5 eligibility.

E. ANNUAL ENROLLMENT PERIOD

6 Any employee who shall elect not to enroll for coverage
7 for himself or for his dependents at the time such employee
8 or dependent first becomes eligible for coverage, shall
9 subsequently be permitted to enroll himself and his dependents
10 only during the annual enrollment period during the month of
11 January, with coverage effective May 1.

F. ADDITIONAL HEALTH BENEFITS

12 (1) The Mainland Regional High School Board of Education
13 shall provide a Prescription Plan for secretaries at an average
14 cost of \$80.00 per secretary. Paragraphs A, D & E of this
15 article shall apply.
16 (2) The Mainland Regional High School Board of Education
17 shall provide a Dental Plan for secretaries at an average cost
18 of \$130.00 per secretary. Paragraphs A, D, & E of this article
19 shall apply.

20 (3) The Board shall increase its contribution to prescription
21 and dental coverage to a total of \$310.00 from the 1982-83
22 contribution of \$210.00.
23
24

- 1 A. The Board agrees to deduct from the salaries of its employees
2 dues for the New Jersey Education Association and the Mainland
3 Regional Secretaries' Association. Said employees individually
4 and voluntarily authorize the Board to deduct in compliance
5 with Chapter 233 N. J. Public Laws of 1969 (NJSA 52:14-15.9e)
6 and under rules established by the State Department of Educa-
7 tion. Said monies together with current records of any collec-
8 tions shall be transmitted to such person as may from time to
9 time be designated by the Mainland Regional Secretaries' Associa-
10 tion by the 25th of each month following the monthly pay period
11 in which deductions were made. The person designated shall dis-
12 burse such monies to the appropriate association or associations.
13 B. The above shall certify to the Board in writing the current rate
14 of its membership dues. Any association which shall change the
15 rate of its membership dues shall give the Board written notice
16 sixty (60) days prior to the effective date of such change.

Association Payroll Dues Deductions

ARTICLE XX

ARTICLE XXI

Salaries

A. Salary Schedule

1. The salary of each employee covered by this agreement is set

forth in the schedule A and schedule B attached and made a part

hereof.

2. New employees may be hired at a rate up to step 3 on the

schedule, at the Superintendent's discretion.

B. Compensation for Substitute Caller

1. Additional compensation for employee assigned the duty of obtain-

ing substitute teachers shall be \$900.00 per school year. Person

fulfilling this responsibility shall be allowed to report to

school one hour later than the time that her work day would nor-

mally begin.

2. The specific duties of the substitute caller shall be set forth

before the opening of school in September and shall appear in

staff manual. Also, times of day to receive calls regarding

teacher absences shall appear in the teachers' manual and shall

be strictly adhered to.

3. The employee designated as the substitute caller shall have a

telephone installed in her home with a call number entirely for

her duties as the substitute caller. This basic telephone rate

will be paid by the Mainland Regional High School Board of

Education.

C. Summer Pay Plan

1. Each 10-month employee may elect to have ten (10% per cent of

her monthly salary deducted from her pay and to receive those

- 1 funds during the summer.
- 2 2. These funds shall be paid to the employee or her estate in two
- 3 equal installments - one each July 20 and August 20, or upon
- 4 termination or death of employee.
- 5 3. Standard application forms for this purpose are available in
- 6 the Business Administrator's Office. They must be completed
- 7 no later than June 30.
- 8 D. Evening School secretary - \$900.00 per semester.
- 9 The Evening School secretary shall be compensated at
- 10 a rate of \$900.00 per semester.

SALARY GUIDE

SCHOOL YEAR 1983-84

Step	Computer Operator/ Program Implementor	Bookkeeper/Secretary Bus. Administrator	Secretary 12 Month	Secretary 10 Month	Clerk Typist
11	15,008	14,598	11,566	10,783	
10	14,270	13,777	10,944	10,218	
9	13,777	13,286	10,538	9,846	
8	13,286	12,794	10,164	9,481	
7	12,777	12,267	9,743	9,116	
6	12,267	11,767	9,347	8,759	
5	11,767	11,258	8,949	8,402	
4	11,258	10,757	8,553	8,030	
3	10,757	10,248	8,155	7,665	
2	10,248	9,839	7,827	7,361	
1	9,831	9,462	7,527	7,074	

NOTE

1. Assistant Bookkeeper/ 12 Month secretary.....
to receive \$700.00 above 12 month secretary.....

LONGEVITY INCREMENT.....\$200.00

1. Longevity increment to commence on the first day of the 16th year in the Mainland Regional High School District.

CREDIT INCREMENT (to be granted for secretarial skills studies)

.....\$200.00.....12 college credits

.....\$300.00.....18 college credits

- 1 A. Copies of this agreement shall be printed at the expense of the
2 Board, after ratification and signed by both parties. The
3 agreement shall be presented to all employees now employed and
4 hereafter employed by the Board.
- 5 B. 1. The board agrees to reimburse an employee taking workshops,
6 seminars or advanced courses up to \$385, per school year
7 upon the prior approval of the Superintendent.
- 8 2. Sufficient proof of successful completion must be submitted to
9 the Superintendent with at least a passing grade and proof of
10 costs.
- 11 3. Reimbursable items to include tuition, mileage, instructional
12 materials, and attendant educational fees.
- 13 C. Except as this agreement shall hereinafter provide, all terms and
14 conditions of employment applicable on the effective date of this
15 agreement shall remain in full force and effect except that proposed
16 new rules or modifications of existing rules governing working con-
17 ditions shall be negotiated with the majority representative before
18 they are established.

1 A. If any provision of this agreement or any application of
 2 this agreement to any employee or group of employees is
 3 held to be contrary to law, such provision shall not be
 4 deemed valid and subsisting except to the extent permitted
 5 by law, but all other provisions shall continue in full
 force and effect.

ARTICLE XXIII

Separability and Savings

ARTICLE XXIV

Representation Fee

- 1 If an employee does not become a member of the Association
2 during any membership year (i.e. from September 1 to the
3 following August 31) which is covered in whole or in part by
4 this agreement, said employee will be required to pay a repre-
5 sentation fee to the Association for that membership year. This
6 fee will be to offset the cost of services rendered by the
7 Association as majority representative.
8 Prior to the beginning of each membership year, the Associa-
9 tion will notify the Board in writing of the amount of the
10 regular membership dues, initiation fees and assessments charged
11 by the Association to its own members for that membership
12 year. The representation fee to be paid by non-members will be
13 equal to 85% of that amount.
14 C. Procedures
15 1. Once during each membership year covered in whole or in part
16 by this agreement, the Association will submit to the Board
17 a list of those employees who have not become members of the
18 Association for the then current membership year. The Board
19 will deduct from the salaries of such employees, in accordance
20 with paragraph 2 below, the full amount of the representation
21 fee and promptly will transmit the amount so deducted to the
22 Association.
23 2. The Board will deduct the representation fee in equal instal-
24 lments, as nearly as possible, from the paychecks paid to
25 each employee on the aforesaid list during the remainder of
26 the membership year in question. The deductions will begin
with the first paycheck paid;

- 10 days after receipt of the aforesaid list by the Board; or
- (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.
4. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association. The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board receives said notice.

- 1 6. On or about the last day of each month, beginning with the
- 2 month this Agreement becomes effective, the Board will sub-
- 3 mit to the Association, a list of all employees who began
- 4 their employment in a bargaining unit position during the
- 5 preceding 30 day period. The list will include names, job
- 6 titles and dates of employment for all such employees.

- A. Pursuant to N.J.S.A. 18A:17-1,2, every public school secretary or clerk/typist shall, unless she is appointed for a fixed term, hold her office, position or employment, in their category, under tenure.
- B. The Board of Education shall have the right to establish skills and competencies required for the secretaries, clerk/typists position categories. If there is a reduction-in-force, the unit members will be entitled to recall in order of tenure seniority, so long as the employee possesses the skills and competencies for the vacant position. The Board of Education shall notify the unit member within ten (10) days of the position vacancy, at the last known address.

TENURE

ARTICLE XXV

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BOARD OF EDUCATION OF THE
MAINLAND REGIONAL HIGH SCHOOL DISTRICT
OF ATLANTIC COUNTY

By _____
President
By _____
Secretary

MAINLAND REGIONAL SECRETARIES' ASSOCIATION

By _____
President
By _____
Secretary

This agreement shall be in full force and effect as of July 1, 1988 and shall continue in effect until June 30, 1984, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated unless extended in writing by both parties. IN WITNESS WHEREOF THE parties hereto have caused this agreement to be signed by their duly authorized officers the day and year first above written.

Duration of Agreement

ARTICLE XXVI