

4-2107

15-00

(OFFICE WORKERS)

LIBRARY
Institute of Management and
Labor Relations

JUL 12 1983

RUTGERS UNIVERSITY

AN AGREEMENT
BETWEEN

THE MORRIS HILLS REGIONAL DISTRICT
BOARD OF EDUCATION

AND

THE MORRIS HILLS REGIONAL DISTRICT
SECRETARIAL ASSOCIATION

X JULY 1, 1983 to JUNE 30, 1985

ARTICLE III

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "GRIEVANCE" IS A CLAIM BY AN OFFICE WORKER OR THE ASSOCIATION, BASED UPON THE INTERPRETATION, APPLICATION OR ALLEGED VIOLATION OF THIS AGREEMENT.
2. A "GRIEVANT" IS THE PERSON OR PERSONS MAKING THE CLAIM.
3. 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.

B. 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 OFFICE WORKERS. BOTH PARTIES AGREE THAT THESE PROCEDURES WILL BE KEPT INFORMAL AT ALL LEVELS OF THE PROCEDURE.

C. PROCEDURE

1. 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 AT ANY LEVEL MAY BE EXTENDED BY MUTUAL AGREEMENT.
2. 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 A MUTUALLY DETERMINED TIME THEREAFTER.
3. THE GRIEVANCE TO BE CONSIDERED UNDER THIS PROCEDURE MUST BE INITIATED BY THE GRIEVANT WITHIN THIRTY (30) CALENDAR DAYS OF THE ALLEGED OCCURRENCE.

ARTICLE III (Cont'd.)

THE FOLLOWING ARE NOT SUBJECT TO ARBITRATION:

- a. ANY MATTER FOR WHICH A SPECIFIC METHOD OF REVIEW IS PRESCRIBED EITHER BY LAW OR ANY REGULATION OF THE STATE COMMISSIONER OF EDUCATION,
- b. A COMPLAINT OF A NON-TENURE OFFICE WORKER WHICH ARISES BY REASON OF HER NOT BEING RE-EMPLOYED.
- c. A COMPLAINT BY ANY OFFICE WORKER OCCASIONED BY APPOINTMENT TO, OR LACK OF APPOINTMENT TO, RETENTION IN OR LACK OF RETENTION IN ANY POSITION FOR WHICH TENURE IS EITHER NOT POSSIBLE OR NOT REQUIRED, AND
- d. ANY MATTER NOT SPECIFICALLY PART OF THIS AGREEMENT OR NOT PERTAINING TO MATTERS WHICH FIT THE DESCRIPTION OF THE TERM "GRIEVANCE" AS STATED IN PARAGRAPH ONE OF THIS ARTICLE.

9. STEP SIX

THE FOLLOWING PROCEDURE SHALL BE USED TO SECURE THE SERVICES OF AN ARBITRATOR:

- a. THE ASSOCIATION SHALL REQUEST THE AMERICAN ARBITRATION ASSOCIATION TO SUBMIT TO BOTH PARTIES A ROSTER OF PERSONS QUALIFIED TO FUNCTION AS AN IMPARTIAL ARBITRATOR IN THE DISPUTE IN QUESTION:
- b. IF THE PARTIES ARE UNABLE TO AGREE UPON A MUTUALLY SATISFACTORY ARBITRATOR FROM THE SUBMITTED LIST, THEY WILL REQUEST THE AMERICAN ARBITRATION ASSOCIATION TO SUBMIT A SECOND ROSTER OF NAMES: AND
- c. IF THE PARTIES ARE UNABLE TO AGREE UPON A MUTUALLY SATISFACTORY ARBITRATOR FROM THE SECOND SUBMITTED LIST, EITHER PARTY MAY REQUEST, WITHIN TEN (10) SCHOOL DAYS FROM RECEIPT OF SUCH LIST, THE AMERICAN ARBITRATION ASSOCIATION TO DESIGNATE AN ARBITRATOR.
- d. THE DECISION OF THE ARBITRATOR IS NOT BINDING ON EITHER THE BOARD OR ASSOCIATION AND IS ONLY ADVISORY IN NATURE.
- e. THE COSTS FOR THE SERVICES OF THE ARBITRATOR SHALL BE BORNE EQUALLY BY BOTH PARTIES. ANY OTHER EXPENSES SHALL BE PAID BY THE PARTY INCURRING SAME.

ARTICLE IV

VACATIONS

OFFICE WORKERS HIRED AFTER JULY 1, BUT BEFORE JANUARY, ARE ELIGIBLE FOR ONE WEEK PAID SUMMER VACATION. (FIVE (5) WORKDAYS)

OFFICE WORKERS HIRED AFTER JANUARY 1 ARE NOT ELIGIBLE FOR A PAID SUMMER VACATION.

OFFICE WORKERS WHO HAVE BEEN EMPLOYED LONGER THAN ONE YEAR WILL BE ELIGIBLE FOR VACATION ACCORDING TO THE FOLLOWING SCHEDULE:

1	YEAR EMPLOYMENT	10	WORKDAYS VACATION
6	YEARS EMPLOYMENT	11	WORKDAYS VACATION
7	YEARS EMPLOYMENT	12	WORKDAYS VACATION
8	YEARS EMPLOYMENT	13	WORKDAYS VACATION
9	YEARS EMPLOYMENT	14	WORKDAYS VACATION
10	YEARS EMPLOYMENT	15	WORKDAYS VACATION
11	YEARS EMPLOYMENT	16	WORKDAYS VACATION
12	YEARS EMPLOYMENT	17	WORKDAYS VACATION
13	YEARS EMPLOYMENT	18	WORKDAYS VACATION
14	YEARS EMPLOYMENT	19	WORKDAYS VACATION
15	YEARS EMPLOYMENT	20	WORKDAYS VACATION

ARTICLE V
TEMPORARY LEAVE

A. TEMPORARY LEAVE REQUEST PROCEDURE (cont'd)

2. OFFICE WORKERS WHO MUST USE BEREAVEMENT LEAVE OR PERSONAL LEAVE DUE TO EMERGENCIES AND CANNOT SUBMIT THE FORM BEFORE THE LEAVE SHALL SUBMIT THE PRESCRIBED FORM ON THE FIRST DAY OF RETURN AND SUBMIT IT TO THE CHIEF SCHOOL ADMINISTRATOR FOR APPROVAL.

(APPROVAL IS FOR THE PURPOSE OF DETERMINING IF PROPER REASONS ARE BEING USED).

ARTICLE VII

EMERGENCY CLOSINGS AND LATE OPENINGS

- A. ON ANY DAY IN WHICH THE SCHOOLS ARE CLOSED DUE TO AN EMERGENCY (INCLUDING WEATHER EMERGENCIES) THAT SAME EMERGENCY SHALL BE UNDERSTOOD TO EXIST FOR OFFICE WORKERS AND THEY SHALL BE EXCUSED FROM WORK ON SUCH DAYS. THEY SHALL SUFFER NO LOSS IN PAY.

- B. ON ANY DAY IN WHICH THE SCHOOLS ARE CLOSED EARLIER THAN USUAL DUE TO AN EMERGENCY, THAT SAME EMERGENCY SHALL BE UNDERSTOOD TO EXIST FOR OFFICE WORKERS AND THEY SHALL BE ALLOWED TO LEAVE AFTER THE DISMISSAL OF THE TEACHERS. THE EMPLOYEE SHALL SUFFER NO LOSS IN PAY.

- C. ON DAYS DESIGNATED AS "LATE OPENING" DAYS OFFICE WORKERS SHALL BE REQUIRED TO REPORT FOR WORK NO EARLIER THAN ONE HOUR PRIOR TO THE COMMENCEMENT OF THE SCHOOL DAY.

ARTICLE IX

PAYROLL DEDUCTIONS

THE BOARD AGREES TO DEDUCT FROM THE SALARIES OF IT
OFFICE WORKERS DUES FOR THE MORRIS HILLS REGIONAL DISTRICT
SECRETARIAL ASSOCIATION, THE MORRIS COUNTY COUNCIL OF EDUC
ASSOCIATIONS, THE NEW JERSEY EDUCATION ASSOCIATION, AND THE
EDUCATION ASSOCIATION, AS SAID OFFICE WORKERS INDIVIDUALLY
VOLUNTARILY AUTHORIZE THE BOARD TO DEDUCT. SUCH DEDUCTIONS
BE MADE IN COMPLIANCE WITH CHAPTER 310, PUBLIC LAWS OF 196
(NJSA 52:14-15.9E) AND UNDER RULES ESTABLISHED BY THE STATE
PARTMENT OF EDUCATION. SUCH REQUESTS WILL BE ACCEPTED ONLY
JULY.

U.S. SAVINGS BONDS
TAX-SHELTERED ANNUITY PLAN (BOARD APPROVED)
TRI-CO FEDERAL CREDIT UNION
WASHINGTON NATIONAL
ASSOCIATION DUES

ARTICLE XI

SALARIES

A. POSITION SALARY CLASSIFICATION

OFFICE WORKERS ARE COMPENSATED ACCORDING TO THEIR DUTIES. EACH POSITION'S SALARY GRADE IS AS FOLLOWS:

RELATIONSHIP OF JOB TITLE TO GRADE

SECRETARY TO HIGH SCHOOL PRINCIPAL	GRADE 9
ACCOUNTING SPECIALIST AND RECEPTIONIST	GRADE 8
SECRETARIES FOR DIRECTOR OF STUDENT PERSONNEL SERVICES	GRADE 7
PAYROLL SPECIALIST, ASSISTANT ACCOUNTING SPECIALIST, STENO TYPISTS I, SECRETARY TO CAFETERIA AND ACTIVITIES, DATA PROCESSING ASSISTANTS	GRADE 6
PROPERTY AND INVENTORY CLERK, SECRETARY TO TRANSPORTATION COORDINATOR	GRADE 5
STENO TYPISTS II AND CLERK TYPISTS I	GRADE 4
CLERK TYPISTS II	GRADE 3

B. SALARY DETERMINATION

1. THE OFFICE WORKER'S SALARY WILL BE DETERMINED BY THE BOARD AS A RESULT OF THE OFFICE WORKER'S PERFORMANCE OF DUTIES, AS INDICATED IN HER YEARLY EVALUATION.
2. IT IS UNDERSTOOD THAT, AS ALWAYS, THE BOARD HAS THE RIGHT, BY STATUTE, TO WITHHOLD AN INCREMENT AND/OR SALARY ADJUSTMENT FOR UNSATISFACTORY PERFORMANCE.

ARTICLE XII

HEALTH INSURANCE

FULL FAMILY BASE HOSPITALIZATION AND RIDER J AS WELL AS MAJOR MEDICAL IS PROVIDED EACH OFFICE WORKER WHO INDICATES HER DESIRE FOR SUCH COVERAGE. OFFICE WORKERS MUST DECLARE THEIR INTENTION BY JULY 1. FORMS WILL BE PROVIDED BY THE BUSINESS ADMINISTRATOR.

DENTAL INSURANCE COVERAGE - THE BOARD SHALL PAY THE PREMIUM FOR SINGLE OFFICE WORKER COVERAGE AND FAMILY COVERAGE FOR THE 1983/84 AND 1984/85 CONTRACT YEARS. THE RATES ARE AS FOLLOWS:

SINGLE	\$ 6.99 PER MONTH
FAMILY	23.11 PER MONTH

ARTICLE XIV

PROMOTIONS

- A. ALL VACANCIES IN PROMOTIONAL POSITIONS SHALL BE POSTED IN ACCORDANCE WITH THE FOLLOWING PROCEDURE:
1. A NOTICE SHALL BE POSTED IN EACH SCHOOL AND SHALL INCLUDE A COPY OF THE JOB DESCRIPTION. A COPY OF THAT NOTICE SHALL BE GIVE TO THE ASSOCIATION PRESIDENT.
 2. EMPLOYEES WHO DESIRE TO APPLY FOR SUCH VACANCIES SHALL SUBMIT THEIR APPLICATIONS IN WRITING TO THE CHIEF SCHOOL ADMINISTRATOR WITHIN THE TIME LIMIT SPECIFIED IN THE NOTICE.

ARTICLE XVI

PRINTING OF AGREEMENT

COPIES OF THIS AGREEMENT SHALL BE PRINTED AT THE EXPENSE OF THE BOARD. THE AGREEMENT SHALL BE PRESENTED TO ALL OFFICE WORKERS NOW EMPLOYED AND OFFICE WORKERS EMPLOYED DURING THE TERM OF THIS AGREEMENT.

ARTICLE XVIII

DURATION OF AGREEMENT

- A. THIS AGREEMENT SHALL BECOME EFFECTIVE JULY 1, 1983 AND SHALL CONTINUE IN EFFECT UNTIL JUNE 30, 1985 , SUBJECT TO THE BOARD'S AND ASSOCIATION RIGHT TO NEGOTIATE OVER A SUCCESSOR AGREEMENT AS PROVIDED IN ARTICLE II.
- B. IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE SIGNED BY THEIR RESPECTIVE PRESIDENTS, AND ATTESTED BY THEIR SECRETARIES.

SIGNED:



PRESIDENT, BOARD OF EDUCATION



PRESIDENT, ASSOCIATION



SECRETARY, BOARD OF EDUCATION



SECRETARY, ASSOCIATION