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AGREEMENT BETWEEN THE BOARD OF EDUCATION

OF THE

MAINLAND REGIONAL HIGH SCHOOL DISTRICT

AND

THE MAINLAND REGIONAL SECRETARIES ASSOCIATION

FOR THE PERIOD JULY 1, 1973 - JUNE 30, 1975

MAINLAND REGIONAL HIGH SCHOOL
Lirwood, New Jersey

Agreement Between
The Board of Education of
The Mainland Regional High School
and
Mainland Secretaries' Association

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ARTICLE I —

RECOGNITION

A. Unit

The Board hereby recognizes the MAINLAND REGIONAL SECRETARIES' ASSOCIATION as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all full-time Secretaries, Clerk-Typists and Teacher-Aides under contract, excluding Superintendent's secretary.

B. Definition of Employee

Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

1. Except as this agreement shall hereinafter provide, all terms and conditions of employment applicable on the effective date of this agreement shall remain in full force and effect except that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.
2. Not later than October 15, 1973, the Board agrees, through the Superintendent if so designated, to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in good-faith effort on both sides to reach continuing agreement on salaries and other conditions of employment. By the same date, the Association agrees to present to the Board or representative its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.
3. Negotiations shall commence with a meeting at a mutually satisfactory place within 30 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall make available to the other, upon request, information within its possession which is within the public domain. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

Article II - Negotiation of Successor Agreement (cont d)

4. Negotiations shall be scheduled during non-working hours except when otherwise mutually agreed upon. There shall be no loss in pay.

5. The provisions of this agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning, or application of any of the provisions of this Agreement.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is a person who might be required to take action, or against whom action might be taken, in order to resolve the claims (third party).

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the grievances which may from time to time arise affecting the welfare or terms and conditions of employment of employees. 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 employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

Article III - Grievance Procedure (cont'd)

C. Procedure

1. A grievance must be presented to the proper administrator within fifteen (15) school days after the grievant should have reasonably known of the event which occasioned the grievance.
2. 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.
3. 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.

4. Level One

An employee with a grievance shall first discuss it with her principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

5. Level Two

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, she may file the

Article III - Grievance Procedure (cont'd)

grievance in writing with the Association grievance representative
within five (5) school days after the decision at Level One, or ten
(10) school days after the grievance was presented, whichever is sooner.
Within five (5) school days after receiving the written grievance, the
Association shall refer it to the Superintendent of Schools for a
decision.

6. Level Three

If the aggrieved person is not satisfied with the disposition of her
grievance at level Two, or if no decision has been rendered within
ten (10) school days after the grievance was delivered to the Super-
intendent, she may within five (5) school days after a decision by
the Superintendent or fifteen (15) school days after the grievance was
delivered to the Superintendent, whichever is sooner, request in writing
that the Association submit his grievance for review by the Board of
Education. The Board shall review the case and shall hold a hearing
with the employee, if requested by the employee. An administrator may
be present at this level. The Board shall render a decision in writing
within twenty-one (21) school days of receipt of the grievance. Copies
of the decision of the Board of Education shall be sent to the aggrieved,
to the Superintendent, Principal, and the Association.

7. Level Four

(a) If the aggrieved person is not satisfied with the disposition of
her grievance at Level Three, or if no decision has been rendered within
ten (10) school days after the grievance was delivered to the Board, she
may, within five (5) school days after a decision by the board, or
fifteen (15) school days after the grievance was delivered to the Board,
whichever is sooner, request in writing that the Association submit this
grievance to arbitration. If the Association determines that the

Article III - Grievance Procedure (cont'd)

grievance is meritorious, it may submit the grievance to arbitration
within fifteen (15) school days after receipt of a request by the
aggrieved person.

(b) Within ten (10) school days after such written notice of submission
to arbitration, the Board and the Association shall attempt to agree
upon a mutually acceptable arbitrator and shall obtain a commitment
from said arbitrator to serve. If the parties are unable to agree
upon an arbitrator or to obtain such a commitment within the specified
period, a request for a list of arbitrators may be made to the American
Arbitration Association by either party. The parties shall then be bound
by the rules and procedures of the American Arbitration Association in
the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives
of the Board and the Association and hold hearings promptly and shall
issue his decision not later than twenty (20) school days from the date
of the close of the hearings, or, if oral hearings have been waived, then
from the date the final statements and proofs on the issues are submitted
to him. The arbitrator's decision shall be in writing and shall set
forth his findings of fact, reasoning and conclusions on the issues sub-
mitted. The arbitrator shall be without power or authority to make any
decision which requires the commission of an act prohibited by law or
which is violative of, or adds to, the terms of this Agreement, or a
complaint of a non-tenure secretary which arises by reason of her not
being re-employed or a complaint by an employee occasioned by appointment
or lack of appointment to retention in or lack of retention in any
position for which tenure either is not possible or not required. The
decision of the arbitrator shall be submitted to the Board and the

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

- A. No employee shall be disciplined, dismissed, reprimanded, reduced in rank or compensation without reason. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public and shall be subject to the grievance procedure herein set forth.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests, information within the public domain. 1 2
- B. Whenever any employee is scheduled to participate during working hours in grievance proceedings, conferences, or meetings, she shall suffer no loss of pay. 3 4 5
- C. The Association and its representatives shall have permission to use the school building at all reasonable hours for meetings, subject to the approval of the Superintendent. There shall be no charge for this privilege. 6 7 8
- D. Subject to the approval of the Superintendent, the Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, services, and supplies incident to such use. 9 10 11 12 13 14 15
- E. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association. 16 17

ARTICLE VI

WORK YEAR

A. The work year of employees shall be as follows:

10-month contract employee - September 1 thru June 30

12-month contract employee - July 1 thru June 30

B. Holidays

Employees shall be granted the following holidays on which school is not in session. Superintendent may request coverage of office by an employee on specified days during extended Christmas and Easter recess - this schedule to be worked out to the mutual satisfaction of the Superintendent and Members of the Mainland Regional Secretaries Association on a voluntary and seniority basis. In the event a volunteer cannot be found, a secretary shall be selected on a rotating basis by the Superintendent.

Compensatory day off or overtime (as stipulated in Article VIII) shall be granted on any holiday worked as mutually agreed upon by Superintendent and employee. Prior approval of compensatory day is required by Superintendent and immediate superior.

9/3/73	Labor Day	12/24 to 1/1 1974	Christmas	16
10/8/73	Columbus Day	1/1/74	New Year's	17
10/15/73	County Workshop	2/18/74	Presidents' Day	18
10/22/73	Veterans' Day	4/12 to 19 1974	Easter vacation	19
11/15 & 16 1973	NJEA Convention	5/27/74	Memorial Day	20
11/22 & 23 1973	Thanksgiving	7/4/74	Independence Day	21
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ARTICLE VII

DAILY WORK HOURS

A. Work Schedule

The work day shall consist of a seven hour day with a 15 minute morning break. In addition to the seven hours worked, there shall be a 1-hour lunch period. Where possible, all employees shall work regular hours, with starting and finishing times worked out to the mutual satisfaction of supervisor and employee.

B. Summer Hours

Summer hours for all employees shall be based on a five hour day. In addition to the five hours worked, there shall be a 1 hour lunch period. Where possible, staggered working time schedules shall be worked out to the mutual satisfaction of employee and administration.

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ARTICLE VIII

OVERTIME

A. Overtime shall be defined as time worked beyond the regular work day 1
or work week. Overtime shall be paid at the rate of 1½ for hours worked 2
over 35 hours in one week, or the equivalent time off with pay will be 3
granted at the discretion of the Superintendent.

ARTICLE IX
TEMPORARY LEAVES

A. Sick Leave

All 10-month employees shall be entitled to ten (10) sick leave days, with pay, each school year.

Employees on a 12-month contract shall be granted twelve (12) days sick leave with pay.

Unused sick leave shall be accumulated from year to year with no maximum limit.

B. Emergency Leave

Up to three (3) days emergency leave, with pay, shall be granted in the event of death of employee's spouse, child, son- or daughter-in-law, parent, mother- or father-in-law, brother, sister, brother- or sister-in-law, or other member of immediate household.

C. One personal day with pay shall be granted all employees annually.

D. Additional time may be granted to tenured employees by the Superintendent for business, legal, or other matters, upon request in writing, in advance.

ARTICLE X

A Maternity Leave

(1) A secretary may request a maternity leave without pay and said leave shall be granted, except that maternity leaves shall not be granted to employees with less than one year's service in Mainland Regional High School.

(2) A secretary shall notify the Superintendent of her pregnancy in writing as soon as it is medically confirmed. The leave shall become effective three months prior to the anticipated birth of the child, except in cases of stillbirth, in which cases the secretary may elect to return to her position at an earlier date. Said request is to be received at least 30 days before planned leaving date.

(3) Upon recommendation of the Superintendent and approval of the Board, an employee may leave at a later date or return at an earlier date than provided herein.

(4) Any employee adopting an infant may receive similar leave, which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. An additional year's leave of absence may be granted without compensation, at the discretion of the Board.

B. Illness in Family

A leave of absence of up to one year without pay shall be granted to tenured employees for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

Article X - Extended Leaves - (cont'd)

C. Other leaves of absence without pay may be granted by the Board for good reason. 1
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D. Return from Leave 3

1. Salary 4

Upon return from leave granted pursuant to Section A or B of this Article, an employee shall not be considered as if he were actively employed by the Board during the leave and shall not be placed on the salary schedule at the level he would have achieved if he had not been absent. If an employee is absent pursuant to sections A & B more than 1/2 year, she shall not receive an increment. If she is absent a half year or less she shall receive her salary increment. 5
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2. All benefits to which an employee was entitled at the time of her leave of absence commenced, including unused accumulated sick leave, shall be restored to her upon her return, and she shall be assigned to the same position which she held at the time said leave commenced, if available, or if not, to a substantially equivalent position. Pursuant to Sections A & B, vacation time shall be pre-rated based on the time worked during the 12-month period. 13
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E. Extensions and Renewals 20

All extensions or renewals of leaves shall be applied for and if granted responded to in writing. 21
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ARTICLE XI

VACATIONS

A. Employees shall be eligible for vacations on the following basis: 1

1. At the completion of 12 months of service, vacation time 2
allotted to a 12-month contract position shall be a minimum 3
of two calendar weeks (10 working days). In addition, after 4
ten years of service a 12 month employee shall receive one 5
additional week of vacation (5 additional days) of vacation. 6

2. An employee promoted from a 10-month position to a 12-month 7
position shall be allowed one calendar week vacation for each 8
twelve years of service on a 10-month contract, in addition to 9
the two calendar weeks. 10

ARTICLE XII

SUMMER EMPLOYMENT

A. 10-month employees asked to work an extended period of time during the
summer shall be compensated daily at the rate of 1/200th of the annual
salary rate in effect as of July 1 of the summer worked.

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ARTICLE XIII

COORDINATING COUNCIL

Mainland Regional Secretaries Association shall appoint a Coordinating
Committee, consisting of 2 members, to meet with the Superintendent once a
month. Items to be discussed shall include but shall not be limited to
procedural recommendations, writing of job descriptions, and equipment and
material needs.

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ARTICLE XIV

EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

1. Adjustment to salary schedule

Each employee shall be placed on his proper step of the salary schedule as of the beginning of the 1973-74 school year. Any employee employed more than ½ a work year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. Notification of Contract and Salary

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 considered employed in the same position as occupied before April 30.

C. Assigned Duties

The Board or any agent thereof may assign or direct any employee covered by this contract to duties outside of the duties normally appropriate to her position and consistent with the needs for the efficient operation of the school system.

Employees may not, without prior authorization, drive students.

D. Resignation

1. An employee who is resigning from her position shall give the normal 30 days' notice.

2. Earned vacation shall be granted before the date of employee termination according to the proportion of full months worked to the total contract year.

ARTICLE XV

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

No later than May 15th of each school year, the Superintendent shall make known to the Association the known vacancies which shall occur during the following school year.

Employees who desire to transfer to another position may file a written statement of such desire with the Superintendent.

In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the best interests of the school system.

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ARTICLE XVI

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. An involuntary transfer or reassignment shall be made only after 1
a meeting between the employee involved and the Superintendent, at which 2
time the employee shall be notified of the reason therefor. 3

ARTICLE XVII

HEALTH INSURANCE PROGRAM

A. Determination of Eligibility

All regular 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 premium 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. Payment of Premiums on a Graduated Scale

1. First year in program . . . 50% of difference between employee and family premium.
2. Second year in program . . . 75% of difference between employee and family premium.
3. Third year in program . . . 100% of difference between employee and family premium.

D. Coverage

Single employees - Board pays 100% of program

First year in plan . . . Board pays 50% of premium for parent and child, employee and spouse in Family Plan

Second year in plan . . . Board pays 75% of premium for parent and child, employee and spouse, or Family Plan

Third year in plan . . . Board pays 100% of premium for dependent coverage.

E. Instructions for Filing Application

Covered employees are required to file an application with the District Business Administrator at the beginning of the contract year, accepting or rejecting the plan.

Article XVII - Health Insurance Program (cont'd)

A change in an employee's coverage may take place only 1
during the January enrollment period. 2

1974-75 Contract — Any additional health benefits or improve- 3
ment in coverage granted to teachers shall be granted to Secretaries. 4

ARTICLE XVIII

ASSOCIATION PAYROLL DUES DEDUCTION

The Board agrees to deduct from the salaries of its employees dues for 1
the New Jersey Education Association or the National Education Association as 2
said employees individually and voluntarily authorize the Board to deduct. 3
Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws 4
of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department 5
of Education. Said monies together with current records of any collections 6
shall be transmitted to such person as may from time to time be designated by 7
the Mainland Regional Secretaries Association by the 15th of each month follow- 8
ing the monthly pay period in which deductions were made. The person designated 9
shall disburse such monies to the appropriate association or associations. 10

Each of the associations named above shall certify to the Board in writing 11
the current rate of its membership dues. Any association which shall change 12
the rate of its membership dues shall give the Board written notice prior to 13
the effective date of such change. 14

ARTICLE XIX

SALARIES

A. Salary Schedule

The salary of each employee covered by this Agreement is set forth in Schedule attached and made a part hereof.

New employees may be hired at a rate up to the maximum step on this scale, providing years of prior experience justify credit at the step granted.

Longevity increments may be granted by the Superintendent above the guide, upon the recommendation of immediate superior to the Superintendent.

B. Salary 1974-75

Each secretary shall receive a cost-of-living raise (based upon 1973-74 salary) plus increment as salary for 1974-75. Cost-of-living raise shall be based upon Philadelphia metropolitan area Department of Labor Cost-of-Living Index covering period 11/1/72, to 11/30/73.

C. Compensation for Substitute Caller

Additional compensation for employee assigned the duty of obtaining substitute teachers shall be \$400.00 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 normally begin.

The specific duties of the substitute caller shall be set forth before the opening of school in September and shall appear in the staff manual. Also, times of day to receive calls regarding teacher absences shall appear in the manual and shall be strictly adhered to.

Salary Guide - 1973-75

Office - Teacher Aides

Step	Secretary - to Business Adm.	Secretary - 12 months.	Secretary - 10 months.	Clerk-Typist Teacher Aide
10	\$6470	\$6220	\$5200	\$5020
9	6220	5970	4995	4820
8	5970	5720	4785	4620
7	5720	5470	4575	4420
6	5470	5220	4365	4220
5	5220	4970	4155	4020
4	4970	4720	3950	3820
3	4720	4470	3740	3620
2	4470	4220	3530	3420
1	4220	3970	3325	3220

ARTICLE XX

MISCELLANEOUS

- A. Copies of this Agreement shall be printed at the expense of the Board and the Association after agreement with the Association on format after the Agreement is signed. The agreement shall be presented to all employees now employed and hereafter employed by the Board.
- B. The Board and the Mainland Regional Secretaries Association recognize the value of further training, and, the Board, upon request in writing and upon approval by the Superintendent, shall pay expenses for attending workshops, seminars, and adult school courses relevant to the employee's position. Mileage shall be reimbursed at the established rate.
- C. Except as this agreement shall hereinafter provide all terms and conditions of employment applicable on the effective date of this agreement shall remain in full force and effect except that proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.
- D. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

Note: The above language is consistent with Chapter 303, Section 7, 34:13A - 5.3. That portion underlined is a direct quote.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective for a period of two years
commencing July 1, 1973 and ending June 30, 1975.

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.

MAINLAND SECRETARIES ASSOCIATION

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

By _____
President

By _____
J. Richard Falder, President

By _____
Secretary

By _____
John F. Gibson, Secretary

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