

THE WEST MORRIS REGIONAL ADMINISTRATIVE ASSISTANTS
ASSOCIATION

AND

THE WEST MORRIS REGIONAL HIGH SCHOOL DISTRICT
BOARD OF EDUCATION

NEGOTIATED AGREEMENT

July 1, 2003 – June 30, 2006

The West Morris Regional Administrative Assistants Association and the West Morris Regional High School District Board of Education have met and negotiated in good faith the terms and conditions of employment for period July 1, 2003 - June 30, 2006 and agree to the provisions contained in this agreement. The West Morris Regional High School District Board of Education shall hereinafter be referred to as "the Board" and the West Morris Regional Administrative Assistants Association shall be hereinafter referred to as "the Association."

ARTICLE 1 - AGREEMENTS

When the Board and the Association reach an agreement, it shall be embodied in writing setting forth the terms and conditions of employment and signed by the authorized representatives of the Board and the Association.

ARTICLE 2 - RECOGNITION

The Board recognizes the Association as the majority representative for the purpose of collective bargaining in accordance with the applicable Public Laws. The Board recognizes the job title of Administrative Assistant as being represented by the Association.

ARTICLE 3 - NEGOTIATIONS PROCEDURE

- A. The parties agree to enter into a collective negotiations over a successor Agreement in accordance with Chapter 123 P.L. 1974 of the State of New Jersey in a good faith effort to reach agreement on all matters concerning the terms and conditions of the employment of the members of the bargaining unit. Such negotiations shall begin not later than 120 days prior to the annual school election date, except by mutual consent.
- B. During negotiations, the Board and the Association shall present relevant non-confidential data, exchange points of view and make proposals and counter proposals. The Board shall make available relevant information including budget information as soon as it is made public by the Board.
- C. The parties mutually pledge that their representatives shall have the authority to make proposals, consider proposals, and make counter proposals in the course of negotiations. Any agreement arrived at by the negotiating representatives will be submitted to the school Board and the membership of the Association for ratification, decision or vote. Any agreements of the parties will be reduced to writing and will become binding for the period of the agreement upon ratification.
- D. Except as the Agreement shall herein otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement as established by the rules or regulations, of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Proposed new rules and/or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

- E. This Agreement shall not be modified in whole or in part except by an instrument in writing duly executed by both parties.

ARTICLE 4 - GRIEVANCE PROCEDURE

1. The following grievance procedure shall be operable only following informal discussion of the assumed grievance by the aggrieved party with the immediate superior.

2. A grievance may be processed by an individual concerning the interpretation, application or violation of policies, agreements and administrative decisions affecting him or her.

3. In the case of a grievance, the aggrieved party, the Association on behalf of an individual or group of individuals or an individual's representative shall submit the grievance in writing to his/her immediate administrative supervisor within thirty (30) calendar days of the incident or offending action. If the grievance is not settled to the satisfaction of the aggrieved party within ten (10) working days, the aggrieved party may refer his/her grievance in writing to the next level of administrative authority: (Principal or Superintendent). All appeals must be submitted within fifteen (15) working days. Failure to proceed to the next step within fifteen (15) working days will be deemed a withdrawal and will preclude further processing of the grievance.

4. Grievances to the Principal, Superintendent and Board of Education must be in writing and must set forth the following:

- a. The specific nature of the grievance;
- b. All sections of the Agreement, or administrative decisions which the Association alleges have been violated;
- c. All facts, sections of the Agreement, and administrative decisions upon which the Association intends to rely to demonstrate a violation of the Agreement or administrative decision;
- d. All remedies sought; and
- e. All reasons for dissatisfaction with the outcome of the previous step.

5. If after the level of Superintendent, the grievance remains unresolved, the Superintendent shall arrange for a meeting with the Board of Education and the Superintendent and the aggrieved party within thirty (30) calendar days. The Board of Education shall render its decision in writing to the aggrieved party within thirty (30) calendar days.

6. If the grievance remains unresolved at the level of the Board of Education, either party may within ten (10) days request P.E.R.C. to assist the parties in obtaining the services of an arbitrator qualified to arbitrate the dispute in question. The designation of an arbitrator shall be in accordance with the rules and regulations of P.E.R.C. The decision of the arbitrator shall be binding on both parties except where prohibited by law.

7. The aggrieved party may be represented at all stages of the grievance procedure by him/herself, or, by a representative or representatives selected or approved by the aggrieved party. When an aggrieved party is not represented by the appropriate majority representative in the processing of a grievance, that representative shall at the time of submission of the grievance have the right to be present and present its position in writing at all meetings with the party held concerning the grievance and shall receive a copy of all rendered decisions.

8. Each party shall bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties, and they shall be shared equally.

9. No employee shall be subject to a loss of compensation due to attendance at a grievance proceeding.

ARTICLE 5 - WORKDAY/OVERTIME

(a) Employees shall work a seven and three-fourths (7.75) hour day, including lunch, in accordance with a time schedule established by the building administrator. The starting time for the work day shall be flexible, between 7:00 a.m. and 7:30 a.m., and ending between 2:45 p.m. and 3:15 p.m., depending upon the individual's start time. The flexible schedule shall be voluntary unless there are insufficient volunteers, in which case, administration shall assign starting times.

(b) An employee shall be paid overtime or compensatory time when she/he exceeds seven and three-fourths (7.75) hours, at the request of the administrator in any given day. After 38.75 hours, overtime pay shall be one and one-half times the employee's regular hourly rate of pay.

(c) On half days the superintendent shall approve an office coverage schedule for the district two weeks in advance of half days and will insure that offices are covered and all administrative assistants work the same number of hours in any given day.

ARTICLE 6 - VACATION DAYS

A. Vacations for administrative assistants shall be as follows:

| <u>Years In</u> <u>District</u> | <u>Vacation</u> <u>Days</u> |
|------------------------------------|--------------------------------|
| 1 - 5 | 10 |
| 6 - 15 | 15 |
| 16 or more | 20 |

Note: Any employee currently eligible to receive more vacation than allowed in the table above shall receive that level of vacation until years of service allow movement to a higher level (including employees who in year five have accumulated the days).

B. Vacations may be taken anytime they are approved by the appropriate administrator providing that proper coverage is maintained at all times.

- C. Commencing after the first six months of employment, vacation days shall be accumulated at the rate of one day per month worked to a maximum of five (5) days. No employee shall earn vacation days until he/she has worked for six (6) months in the district, or until July 1 following the start of his/her employment, whichever is earlier. Effective on July 1 following initial employment, vacation days are as established above.

During the final year of employment, any employee in good standing, with twenty or more years of service, will accrue a full year's vacation if the employee works through September or longer.

All other employees will accrue vacation during their final work year at the rate of 10% of the yearly allotment for each month worked.

- D. Any employee will be able to carry over up to five (5) unused vacation days until August 31 each year. Monies are not paid in lieu of vacation.

ARTICLE 7 - PAID LEAVE OF ABSENCE

- A. Sick leave will be granted as twelve (12) sick days per year for twelve month contract. The allotment for employees hired mid-year shall be prorated at one sick day per month. The unused portion shall accumulate from year to year. Any employee who is at least 50 and has worked in the district for at least ten years, upon retirement, resignation in good standing, or death, shall receive \$100 per day for each unused sick day up to a maximum of \$10,000.
- B. A physician's certificate may be required when an employee returns after an absence for illness.
- C. Three (3) personal leave days per year shall be granted on request. Unused personal days will accumulate with unused sick days.
- D.
 1. Administrative assistants shall be granted up to 5 days absence with pay within seven consecutive calendar days for the death of a parent, spouse, child, brother, sister, grandparent, grandchild, father-in-law, mother-in-law, son-in-law or daughter-in-law.
 2. One day of leave with pay shall be granted for the death of a brother-in-law or sister-in-law.
 3. Up to three days of unused personal days may be converted to bereavement leave for non-immediate family members.

ARTICLE 8 - SUMMER HOURS

Commencing the day after graduation and ending the Friday before the first day of the school year, offices will be open 7:30 a.m. to 3:00 p.m. Mondays through Thursdays. Fridays, offices will be open 7:30 a.m. to 11:30 a.m.

ARTICLE 9 - EVALUATION AND REDUCTION OF STAFF

1. In determining the efficiency and performance of Administrative Assistants staff, the immediate administrator or supervisor will evaluate and submit a report to the employee at least once each school year with a copy to the Principal, Business Administrator, and/or Superintendent.

The Building Principal, District Supervisor and Business Administrator will submit their recommendations to the Superintendent and Board of Education for action.

2. In determining the office employee's salary in any year, the increment, adjustment, or both for that year may be withheld for inefficiency, poor performance, or other good cause upon the recommendation of the Principal, Business Administrator, and/or Superintendent and a majority vote of all members of the Board of Education.
3. When a reduction in staff is necessary, the following criteria will be considered in the decision:
 - a. Seniority in the district in the particular job classification and contracted period.
 - b. Special needs in the district or school.

ARTICLE 10 - TRANSFER BETWEEN SCHOOLS

1. Announcement of all transfer vacancies will be made to all personnel in the West Morris District.
2. A reasonable deadline to receive applications shall be established.
3. The Superintendent will be expected to assign personnel in the best interest of the educational program. In so doing he shall give consideration to the applicant's certification and training, seniority in the District, experience in the subject field and personal hardship.
4. No administrative assistant may be transferred involuntarily except by a majority vote of the Board of Education.

ARTICLE 11 - ASSIGNMENT

The assignment of staff members shall be made by the superintendent or designee on the basis of the following criteria, which are listed in order of priority.

1. Qualifications of staff member.
2. Contribution which staff member could make to the students.
3. Opportunity for professional growth.
4. Desire of staff member regarding assignment.

ARTICLE 12 - HOLIDAYS

Employees shall be granted twelve (12) holidays per calendar year. In establishing the 12-month calendar, the Superintendent shall consult with the President of the

Association. In addition, the preceding days before Thanksgiving and Christmas Break shall be half days and Christmas Break will correspond to the teachers' work schedule.

If an employee is directed to work on a holiday, compensatory time will be granted on a one day for one day basis and taken with the approval of the immediate supervisor or administrator.

If the district has a spring break, administrative assistants will be given five (5) days off during spring break without loss of pay or vacation time in accordance with schedules adopted by the building administrators. Any administrative assistant who volunteers, at the request of a building administrator, to work on any of those five spring break days, may receive compensatory time in the summer.

Days on which the schools are closed due to inclement weather shall be worked in accordance with the schedule for teachers.

ARTICLE 13 - TUITION REIMBURSEMENT

The Board shall provide a maximum of \$1200, \$400 per building to reimburse administrative assistants for the cost of courses directly related to improving their skills as required by their present positions. Payment shall be made on a first-come, first-served basis. Proof of successful completion of course work shall be required for payment.

ARTICLE 14 - SALARY GUIDE

| Step | 2003-2004 | 2004-2005 | 2005-2006 |
|------|-----------|-----------|-----------|
| 1 | 29,595 | 30,220 | 30,890 |
| 2 | 30,295 | 30,920 | 31,590 |
| 3 | 31,015 | 31,640 | 32,310 |
| 4 | 31,755 | 32,380 | 33,050 |
| 5 | 32,515 | 33,140 | 33,810 |
| 6 | 33,295 | 33,920 | 34,590 |
| 7 | 34,095 | 34,720 | 35,390 |
| 8 | 34,915 | 35,540 | 36,210 |
| 9 | 35,755 | 36,380 | 37,050 |
| 10 | 36,615 | 37,240 | 37,910 |
| 11 | 37,495 | 38,120 | 38,790 |
| 12 | 38,395 | 39,020 | 39,690 |
| 13 | 39,315 | 39,940 | 40,610 |
| 14 | 40,255 | 40,880 | 41,550 |
| 15 | 41,215 | 41,840 | 42,510 |
| 16 | 42,195 | 42,820 | 43,490 |
| 17 | 43,195 | 43,820 | 44,490 |
| 18 | 44,215 | 44,840 | 45,510 |
| 19 | 45,255 | 45,880 | 46,550 |
| 20 | 46,315 | 46,940 | 47,610 |
| 21 | 47,395 | 48,020 | 48,690 |
| 22 | 48,495 | 49,120 | 49,790 |

Note: Current employees hired for a new position within the district may be moved on guide to reflect their new duties and responsibilities. Movement on the salary guide shall be initiated by the administrator of the new position. Final determination of movement will be made by the Board of Education upon recommendation of the Superintendent.

ARTICLE 15 - HEALTH BENEFITS

The Board agrees to provide medical, dental and prescription plan benefits identical to those provided to the teachers' bargaining unit with identical employee contribution schedules. The Board reserves the right to adopt other carriers providing coverage comparable to the plan in effect.

ARTICLE 16 – PROTECTION OF EMPLOYEES

The Board shall reimburse employees up to \$500 for “out of pocket” expenses on any clothing or personal property damaged or destroyed as a result of an assault upon an employee or vandalism to personal property on school grounds, while employee is on duty. This reimbursement will be made based on the balance, if any, remaining following submission of a claim to the employee' s insurance carrier(s).

Dated this ____ day
of _____,2003.

THE BOARD OF EDUCATION OF THE
WEST MORRIS REGIONAL HIGH SCHOOL
DISTRICT

ATTEST:

By _____
Board President

L. Douglas Pechanec
Board Secretary

Henry G. Kiernan, Ed.D.
Superintendent

Dated this ____ day
of _____,2003.

THE WEST MORRIS REGIONAL
ADMINISTRATIVE ASSISTANTS
ASSOCIATION

By _____
Negotiator