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AGREEMENT

THIS AGREEMENT, made this 7th day of January, 1985,  
by and between the NORTHFIELD BOARD OF EDUCATION, hereinafter  
referred to as the "Board" and the NORTHFIELD SUPPORTIVE  
STAFF ASSOCIATION, (Maintenance and Custodial Staff), herein-  
after referred to as the "Association":

WITNESSETH:

IN CONSIDERATION of the mutual covenants and conditions  
contained herein, it is hereby agreed by and between the  
parties hereto as follows:

THIS DOES NOT  
CANCELLATE

X July 1, 1984 - June 30, 1985

Article II (Cont.)

B. Modification

This Agreement incorporates the entire understanding of the parties and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

Grievance Procedure

A. Definition

1. A grievance is a claim by an employee that he/she has suffered harm based upon the interpretation, application, or violation of the Agreement, administrative decision, or policies as pertains to terms and conditions of employment.
2. An "aggrieved person" is the employee or employees making 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 employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. A grievance must be instituted within ten (10) working

C. Procedure, Article III (Cont.)

4. Level Two (Cont.)

school days of receipt of the written grievance.

5. Level Three

If the aggrieved person is not satisfied with the disposition of the grievance at level two, or if no decision has been rendered within five (5) school days after presentation of the grievance, the aggrieved person may file the grievance, in writing, with the superintendent, and, at the discretion of the employee, with the Association, within five (5) school days after the decision at level one or ten (10) school days after the grievance was presented, whichever is sooner.

6. Level Four

If the aggrieved person is not satisfied with the disposition of the grievance at level three or if no decision has been rendered within five (5) school days after the grievance has been delivered to the superintendent, the aggrieved person may, within five (5) school days after a decision by the superintendent or ten (10) school days after the grievance has been delivered to the superintendent, whichever is sooner, appeal in writing for a hearing by the Board or a committee thereof for a review of the grievance.

7. Level Five

a. If the aggrieved person is not satisfied with the disposition of the grievance at level four, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board or committee thereof, the

C. Procedure, Article III (Cont.)

7. Level Five (Cont.)

d. The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the respective parties.

D. Right of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented in the grievance procedure by a representative of choice at all stages beyond level one.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against the aggrieved person.

E. Miscellaneous

1. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only grievant and the selected representatives of either party.

2. Separate Grievance File

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 until the conclusion of the grievance.

Article IV (Cont.)

- D. Whenever any employee is required to appear before the superintendent, Board, or any committee or member thereof concerning any matter which has adversely affected the continuance of that employee in position, employment or the salary or any increments pertaining thereto, then the employee shall be given written notice of the reason for such action and shall be entitled to have a representative of the Association present to advise and represent the employee during subsequent meetings, the first of which shall be held within three (3) working days of receipt of said notice.
- E. If relieved of duty, the employee will be given due process.
- F. Upon approval by the Board or its designee, employees shall be reimbursed up to \$100.00 per year for courses taken to improve efficiency and proficiency.
- G. Employees who may be asked to use their automobiles in the performance of their duties shall be reimbursed monthly for all such travel at the Board's current rate.

ARTICLE V

Association Rights and Privileges

- A. The Board agrees to furnish to the Association, in response to a reasonable request, information within the public domain.
- B. Whenever any employee is scheduled to participate during working hours in grievance proceedings, conferences, or meetings, the employee shall suffer no loss of pay.
- C. The Association shall have the right to use school buildings at reasonable hours for meetings, in accordance with District policy and procedures.

Article VI (Cont.)

C. Summer Work Hours

Immediately upon closing of school in June, until school opening in September, the work shift shall be the day shift; any exceptions to be agreed upon between employee and direct supervisor.

D. Call Time and Overtime

1. Any employee called to return to work outside of his shift shall be paid a minimum of two hours at the overtime rate.
2. Overtime shall be paid at the rate of time and half the regular hourly rate for all time worked in excess of eight hours in any work day. Time and half shall be paid for Saturdays. Double times shall be paid for Sundays and holidays. Paid leaves shall count as regular work days.
3. Overtime must be assigned by the principal, or his designee.

E. Vacations

1. Vacation eligibility shall be determined as of July 1 each year.
2. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the superintendent. Such approval shall not be arbitrarily withheld.
3. Employees shall accrue vacation days, with pay, each year as follows:
  - a. Employees having from six through twelve months of service shall be given five (5) working days vacation.
  - b. Employees having thirteen or more months of service shall be given ten (10) working days vacation.
4. Payment for unused accrued vacation days will be paid as of the last day of employment and will be included in their final paycheck.
5. Additional days off, with or without pay, may be granted by the Board of Education.

## Article VII (Cont.)

B. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year not later than May 31. If notice has not been given by May 31, the employee shall automatically be considered employed in the same position as occupied before May 31.

C. Resignation

1. An employee who is resigning from his/her position shall give thirty (30) days notice.
2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given. Earned vacation shall be paid only in the same proportion as the amount of notice actually given.

D. Notification of Vacancies

The superintendent shall make known to the Maintenance/Custodial Staff vacancies as they occur throughout the year. Employees who desire to transfer to a vacant position may file a written statement of request for transfer to the superintendent and shall be given first consideration.

E. Use of Voluntary Request

No vacancy shall be filled by means of involuntary transfer or reassignment if there is a qualified volunteer, approved by the supervisor of the position to be filled, available to fill said position.

F. Notice

An involuntary transfer or reassignment shall be made only after a meeting between the employee involved and the superintendent, at which time the employee shall be notified of the reason therefor.

Article IX (Cont.)

B. Emergency Leave

Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

1. Leave without loss of pay not to exceed a total of five (5) days per year may be granted by the Superintendent of Schools for the following reasons:

- a. illness in the immediate family
- b. death in the immediate family
- c. marriage in the immediate family \*
- d. required appearance in a court of law
- e. religious holidays \*
- f. quarantine

\* (requires written request to be submitted to the Superintendent of Schools one (1) week prior to leave, except in the case of emergencies.) Immediate family shall be interpreted as husband, wife, child, sister, brother, father, mother or any other member of the family unit living in the same household, no matter what degree of relationship.

2. Leave without loss of pay not to exceed a total of three (3) days per year may be granted by the Superintendent of Schools for the death of a mother-in-law, father-in-law, sister-in-law or brother-in-law.

C. Other Leaves

Other leaves of absence with pay may be granted at the discretion of the Superintendent of Schools. A written request must be submitted by the employee no less than one (1) week, if possible, prior to the time leave is to be granted.

D. In Addition to Sick Leave

Leaves taken pursuant to all sections above shall be in addition to any sick leave to which the employee is entitled.



Article XI (Cont.)

as possible after the date of this Agreement.

1. The Board agrees to pay the total cost of the individual employee in the above plan, if the employee requests coverage.
  2. The Board agrees to pay one hundred per cent (100%) of the additional costs if an employee requests coverage under the family plan, the husband and wife plan, or the parent and child plan.
- C. The Board of Education shall enroll all eligible employees who apply in the Blue Cross/Blue Shield Prescription Drug Program as soon as possible after the date of the Agreement:
1. The Board agrees to pay the total cost of the individual employee in the above plan, if the employee requests coverage.
  2. The Board agrees to pay one hundred per cent (100%) of the additional costs if an employee requests coverage under the family plan, the husband and wife plan, or the parent and child plan.
- D. The Board of Education shall enroll all eligible employees who apply in the Delta Dental II-A Program as soon as possible after the date of the Agreement.
1. The Board agrees to pay the total cost of the individual employee in the one-party plan, if the employee requests coverage.
  2. In addition, during the 1983/84 school year, the Board agrees to pay one hundred per cent (100%) of the additional costs, if an employee requests coverage under the two-party or three-party plan.

ARTICLE XII

Miscellaneous

A. Board Policy

This Agreement shall constitute Board policy for the term of said

Article XII (Cont.)F. Representation Fee

1. If an eligible employee does not become a member of the Association during any membership year, i.e., July 1 to the following June 30, which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. This fee will be to offset the cost of services rendered by the Association as majority representative.
2. Prior to September 1 of the membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees, and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to 85% of that amount.
3. a. Prior to September 1 of the membership year, covered in whole or in part by this Agreement, the Association will submit to the Board in writing, a list of those employees who have not become members of the Association for the current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph b. below, the full amount of the representation fee and promptly transmit the amount to the Association.
  - b. The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year. The deductions will begin with the first

Article XII (Cont.)

F. Representation Fee (Cont.)

3. f. On or about the last day of each month of the membership year, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all eligible employees who began their employment in a bargaining unit position during the preceding 30-day period. This list will include names, job titles, and dates of employment for all such employees. Negative reports are not required.

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1984, and shall continue in effect until June 30, 1985.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers, and where corporations, for their corporate seals to be placed thereon this 7th day of January, 1985.

NORTHFIELD SUPPORTIVE STAFF  
ASSOCIATION

By: Edmond White  
President

By: Orly Hudson  
Secretary

NORTHFIELD BOARD OF EDUCATION

By: Edward H. Timm  
President

By: Lucinda L. Mack  
Secretary