

A G R E E M E N T

Between

HIGHLANDS BOARD OF EDUCATION

and

HIGHLANDS SUPPORTIVE STAFF ASSOCIATION

X 1980-81

(See attached and notes)

X 1981-82

**LIBRARY**  
Institute of Management and  
Labor Relations

SEP 25 1981

**RUTGERS UNIVERSITY**

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
I	Recognition . . . . .	1
II	Negotiation of Successor Agreement . . .	2
III	Grievance Procedure . . . . .	3
IV	Employee Rights . . . . .	8
V	Just Cause . . . . .	9
VI	Association Rights and Privileges . . . .	10
VII	Work Load . . . . .	11
VIII	Leaves of Absence . . . . .	13
IX	Complaint Procedure . . . . .	15
X	Deduction from Salary . . . . .	16
XI	Fringe Benefits . . . . .	18
XII	Miscellaneous Provisions . . . . .	20
XIII	Salaries . . . . .	21
XIV	Representation Fee . . . . .	22
XV	Duration of Agreement . . . . .	23
	Schedule "A" - Salary Guides . . . . .	24

ARTICLE I

RECOGNITION

The Highlands Board of Education, hereinafter referred to as the Board, agrees to recognize the Highlands Supportive Staff Association, hereinafter referred to as the Association, as the exclusive representative for negotiations of terms and conditions of employment, and grievance representation for all non-instructional employees of the Board, but excluding confidential employees.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

1. The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34:13-1, et seq. in a good faith effort to reach agreement on all matters concerning the terms and conditions of non-instructional employment. Such negotiations shall begin not later than October 15th of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

2. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties.

ARTICLE III

GRIEVANCE PROCEDURE

Grievance-Arbitration Procedures

Grievance

1. A grievance shall mean a complaint by a member of the bargaining unit that there has been as to him a misinterpretation or a misapplication of the terms of this agreement.

2. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days following its occurrence.

3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limit shall be deemed to be acceptance of the decision rendered at that step.

4. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been determined.

5. Any aggrieved person may be represented at all steps of the grievance procedure by himself and by a representative selected or approved by the Association.

6. When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Supervising Principal or any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the Supervising Principal's written decision made in response to a written grievance shall be given to the Association immediately.

7. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievance.

8. The Association shall have the right to grieve in the same manner as an individual whenever its complaint is based upon a wrong suffered by the members of the unit as a whole.

### Procedure

1. Any employee who has a grievance shall discuss it first with the Supervising Principal in an attempt to resolve the matter informally at that level.

2. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee, he no later than five (5) school days following the discussion shall set forth his grievance in writing to the Supervising Principal specifying:

- (a) the nature of the grievance;
- (b) the nature and extent of the injury, loss or inconvenience;
- (c) the results of previous discussions;
- (d) his dissatisfaction with decisions previously rendered.

The Supervising Principal shall communicate his decision to the employee in writing within seven (7) school days of receipt of the written grievance.

3. If the grievance is not resolved to the employee's satisfaction he not later than seven (7) school days after receipt of the Supervising Principal's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Supervising Principal who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in

writing within thirty (30) calendar days of receipt of the grievance by the Board.

#### Arbitration

1. Should the Association be dissatisfied with the decision on the grievance rendered by the Board, and if it involves the interpretation or application of any provision of this Agreement, it may by a written dated notice to the Board, not later than ten (10) school days following the rendering of the Board's decision, refer the grievance to binding arbitration.

2. Within ten (10) school days following the reference to arbitration, either party shall have the right to apply to the American Arbitration Association to appoint the arbitrator. Upon such application, the appointment of the arbitrator shall be governed by the rules established by the American Arbitration Association.

3. The arbitrator shall issue his decision not later than thirty (30) days from the date of the closing of the hearings, or if oral hearings have been waived, then from the date of transmittal of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusion on the issues



submitted. The arbitrator shall limit his decisions strictly to the application and interpretation of the provisions of this Agreement and shall be without authority to make any decisions:

- (1) contrary to or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or applicable law or rules or regulations having the force and effect of law.
- (2) Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

4. The arbitrator's fee shall be shared equally by the parties to the dispute.

5. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject however, to the decision of the arbitrator.

ARTICLE IV

EMPLOYEE RIGHTS

1. Pursuant to N.J.S.A. 34:13A-1, et seq., the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by N.J.S.A. 34:13A-1, et seq., or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiation with the Board, or his institution of a grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

2. Whenever any employee is required to appear before any administrator or supervisor, Board or any committee, member,

representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increment pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him and represent him during such meeting or interview. Any suspension of an employee pending charges shall be with pay.

3. Any question or criticism by an administrator or board member of an employee and his performance shall not be made in the presence of students and parents.

4. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

#### ARTICLE V

#### JUST CAUSE

No employee covered by this document shall be reprimanded, diciplined, reduced in rank or compensation, or terminated without just cause.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

1. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information.

2. Whenever any representative of the Association or an employee participates during working hours in negotiations, grievance proceedings, he shall suffer no loss in pay.

3. The Association and its representatives shall have the right to use school building at reasonable hours for meeting purposes, provided it does not interfere with previously scheduled use of the building or school scheduled activities. The principal of the building shall be notified twenty-four (24) hours in advance of the time and place of all such meetings.

4. The Association shall also be assigned adequate space on a bulletin Board in the Central Office for Association notices only.

5. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the teachers, and to no other organizations.

ARTICLE VII

WORK LOAD

Section A - Hours and Work Year

School Year

Ten (10) month employees are to report to work on September 1st of each year and are to work until June 30th, or may be permitted to leave earlier providing Administrative approval has been granted, there have been no changes in the school calendar for that year, and that all work has been completed.

Working Hours

The workday for members of the unit shall consist of the following:

School Secretary - 8 hours which includes 1 hour lunch  
Head Custodian - 8 hours which includes 1 hour lunch  
Custodians - 8 hours which includes 1 hour lunch  
Cafeteria Manager - 6½ hours which includes ½-hour lunch  
Cafeteria Worker - 6½ hours which includes ½-hour lunch  
Attendance Clerk - 4 hours  
Clerk Typist - 4 hours  
Part-time cafeteria worker - 2½ hours.

Summer Hours

The workday for 12 month employees during the summer recess shall be eight (8) hours per day inclusive of a one-hour lunch break and two additional 15-minute breaks during the day. The schedule of starting and ending times shall be at the discretion of the head administrator.

### 1:00 P.M. Session

Members of the unit will work their regular working hours, except when it precedes a holiday (Thanksgiving, Christmas and last day of school), on which days employees will work one-half hour beyond dismissal of students.

### Section B - Vacation Schedules and Holidays

#### Vacation Time

12-month employees: 1 to 6 years in system -	2 weeks
7 to 12 years in system-	3 weeks
13 to 19 years in system-	4 weeks
20 years and over in system -	5 weeks

#### Legal Holidays

The following shall be designated as legal holidays on which employees shall not be required to report for work:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Christmas
- Good Friday
- Easter Monday
- Washington's Birthday

Note: Independence Day refers only to 12-month employees.

12-month employees shall work over the spring and winter recess.

NJEA members, as provided by statute, may choose to attend the NJEA convention. Those members not covered by statute may attend provided, in the opinion of the administration, there is sufficient staff available who are not attending the NJEA convention to cover the normal work duties.

ARTICLE VIII  
LEAVES OF ABSENCE

A. Sick Leave

All twelve (12) month employees shall be entitled to fifteen (15) sick leave days per calendar year and they shall be accumulative.

All ten (10) month employees shall be entitled to ten (10) days sick leave per school year and they shall be accumulative.

Sick leave of five (5) or more consecutive days shall require a doctor's note.

B. Personal Leave

All twelve (12) month employees shall be entitled to three (3) personal days per calendar year.

All ten (10) month employees shall be entitled to three (3) personal days per school year.

These days shall not be accumulative.

C. Leave due to Death in the Family

Five (5) consecutive days shall be allowed for absence without loss of pay in the case of death in the employee's immediate family. (father, mother, husband, wife, child, brother, sister, father-in-law, mother-in-law). After expiration of five (5) consecutive days, substitute's pay shall be deducted for an additional period not exceeding two (2) school days, after which full pay shall be deducted.

In the case of death of a grandparent, nephew, niece, uncle, aunt, brother-in-law, sister-in-law, not living with the immediate family, three (3) days may be allowed at the discretion of the Principal and Board.

D. Extended Leaves - Maternity

Maternity leave shall be granted without pay in accordance with the provisions of applicable law.

The employee shall give to the employer reasonable written notice prior to taking a maternity leave and similarly, a notice of intention to return to employment.



ARTICLE IX  
COMPLAINT PROCEDURE

1. Should a letter of complaint concerning any employee be submitted to the Board of Education or administration, it shall be brought to the attention of said employee within a reasonable time after receipt.

2. The letter of complaint shall not be placed in the employee's file, or used against him/her in a disciplinary proceeding unless it has been brought to the employee's attention. Should an oral complaint be made concerning any employee, the administration may, if it considers the complaint sufficiently serious, reduce it to writing. Once the complaint has been reduced to writing, it shall be handled as though it were a complaint initially submitted in writing.

ARTICLE X

DEDUCTION FROM SALARY

1. The Board agrees to deduct from the salaries of its employees dues for the Highlands Supportive Staff Association, the Monmouth County Education Association, the New Jersey Education Association and the National Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Highlands Supportive Staff Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

3. The Board agrees to deduct from the employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. Any employee may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the appropriate association.

ARTICLE XI

FRINGE BENEFITS

Insurance Protection

The Board agrees to provide 100% of the cost of Blue Cross, Blue Shield, Rider J and Major Medical coverage to each employee. In addition, the Board agrees to extend to the parties of this contract any additional coverage granted to the instructional staff.

Custodians Uniforms

Clothing allowance shall not exceed \$75.00 per year for each custodian.

Extra Compensation

The Board agrees to compensate any acting manager at the rate of the regular manager's pay scale after five (5) consecutive work days assuming that the acting manager performs all of the duties of the regular manager.

Substitutes

The Board agrees to provide, whenever possible, adequate substitute coverage for all non-instructional employees.

Renewal Notification

The Board agrees to notify non-instructional employees of their intention to re-employ no later than April 30th of each year. Non-tenured employees must return such renewal notices within ten (10) working days of receipt.

Use of Automobile for School Business

The Board agrees that each non-instructional employee will be reimbursed at the rate of nineteen (19¢) cents per mile when they are required to use their automobile for approved school business. An itemized statement must accompany such request for reimbursement.

ARTICLE XII

MISCELLANEOUS PROVISIONS

1. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile or marital status.

2. If any provisions 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 provisions 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.

3. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

Nothing in this paragraph in and of itself is intended to grant tenure to non-tenured employees.

ARTICLE XIII

SALARIES

1. The salaries of employees covered by this Agreement are set forth in Schedule "A" attached hereto and made a part hereof.

2. All employees covered by this Agreement shall be paid in equal semi-monthly installments.

3. When a payday falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

4. Ten (10) month employees shall receive their final paychecks on the last working day in June.

ARTICLE XIV

REPRESENTATION FEE

A. If an employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five per cent (85%) of the regular unified dues, fees and assessments charged by the Association to its own members.

C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board, a list of those employees who have not become members of the Association for the current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, from the salary check paid to each employee on the aforesaid list during the remainder of the membership year in question.

D. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after re-entry into employment in the unit.



ARTICLE XV

DURATION OF AGREEMENT

This Agreement shall be effective July 1, 1980 and shall remain in full force and effect through June 30, 1982.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective secretaries, and the corporate seals to be placed hereon.

Attest: HIGHLANDS BOARD OF EDUCATION

By: \_\_\_\_\_ Secretary By: \_\_\_\_\_ President

Attest: HIGHLANDS SUPPORTIVE STAFF ASSOCIATION

By: \_\_\_\_\_ Secretary By: \_\_\_\_\_ President

Schedule "A"

SALARY GUIDE 1980-81

<u>Step</u>	<u>Principal Secretary*</u>	<u>Attendance Clerk</u>	<u>Cafeteria Manager</u>
1	\$ 7,950	\$ 2,550	\$ 5,300
2	8,200	2,750	5,500
3	8,450	2,950	5,700
4	8,700	3,150	5,900
5	8,950	3,350	6,100
6	9,200	3,550	6,300
7	9,450	3,750	6,500
8	9,700	3,950	6,750
9	9,950	4,150	6,900
10	10,200	4,350	7,100
11	10,450	4,550	7,300
12	10,700	4,750	7,500
17 **	10,950		7,800
22 **	11,150		8,100

\* Plus longevity for Principal Secretary

6-10 years 2½%

11-15 years 5%

16-20 years 7½%

20 and over 10% maximum \$1,000

\*\* Super Maximum (years in service must be in same school district)

Longevity will not be offered to any employee hired after 1977.

In the case of employees who have moved off the established guides, the raise will be as follows: the normal increment at the top levels of the guide plus \$100.00, plus the negotiated raise.

SCHEDULE "A" continued

SALARY GUIDE 1980-81

<u>Step</u>	<u>Cafeteria Worker</u>	<u>Head Custodian*</u>	<u>Custodian (12 mo)</u>
1	\$ 3,500	\$ 8,200	\$ 7,700
2	3,700	8,550	8,050
3	3,900	8,900	8,400
4	4,100	9,250	8,750
5	4,300	9,600	9,100
6	4,500	9,950	9,450
7	4,700	10,300	9,800
8	4,900	10,650	10,150
9	5,100	11,000	10,500
10	5,300	11,325	10,850
11	5,500	11,700	11,200
12	5,700	12,050	11,500
17**	6,300	12,400	11,900
22**	6,600	12,750	12,250

\* Plus longevity for Head Custodian  
 6-10 years 2½%  
 11-15 years 5%  
 16-20 years 7½%  
 20 and over 10% maximum \$1,000

Longevity will not be offered to any employee hired after 1977.

\*\* Super Maximum (years in service must be in same school district)

In case of employees who have moved off the established guides, the raise will be as follows: the normal increment at the top levels of the guide plus \$100.00, plus the negotiated raise.

SCHEDULE "A" continued

SALARY GUIDE 1981-82

<u>Step</u>	<u>Principal Secretary*</u>	<u>Attendance Clerk</u>	<u>Cafeteria Manager</u>
1	\$ 8,375	\$ 2,975	\$ 5,725
2	8,625	3,175	5,925
3	8,875	3,375	6,125
4	9,125	3,575	6,325
5	9,375	3,775	6,525
6	9,625	3,975	6,725
7	9,875	4,175	6,925
8	10,125	4,375	7,175
9	10,375	4,575	7,325
10	10,650	4,775	7,525
11	10,875	4,975	7,725
12	11,125	5,175	7,925
17**	11,675		8,225
22**	11,875		8,525

\* Plus longevity for Principal Secretary

6-10 years	2½%
11-15 years	5%
16-20 years	7½%
20 and over	10% maximum \$1,000

Longevity will not be offered to any employee hired after 1977.

\*\* Super maximum (years in service must be in same school district.)

In the case of employees who have moved off the established guides, the raise will be as follows: the normal increment at the top levels of the guide plus \$100.00, plus the negotiated raise.

SCHEDULE "A" continued

SALARY GUIDE 1981-82

<u>Step</u>	<u>Cafeteria Worker</u>	<u>Head Custodian*</u>	<u>Custodian (12 mos)</u>
1	\$ 3,925	\$ 8,625	\$ 8,125
2	4,125	8,975	8,475
3	4,325	9,325	8,825
4	4,525	9,675	9,175
5	4,725	10,025	9,525
6	4,925	10,375	9,875
7	5,125	10,725	10,225
8	5,325	11,075	10,575
9	5,525	11,425	10,925
10	5,725	11,450	11,275
11	5,925	12,125	11,625
12	6,125	12,475	11,975
17**	6,925	12,825	12,325
22**	7,125	13,175	12,675

\* Plus longevity for Head Custodian  
 6-10 years 2½%  
 10-15 years 5%  
 16-20 years 7½%  
 20 and over 10% maximum \$1,000

Longevity will not be offered to any employee hired after 1977.

\*\* Super Maximum (years in service must be in same school district)

In case of employees who have moved off the established guides, the raise will be as follows: the normal increment at the top levels of the guide plus \$100.00, plus the negotiated raise.

Schedule "A"

SALARY GUIDE 1980-81, 1981-82

Clerk Typist (12 month)  
(4 hours per day)

<u>Step</u>	<u>1980-81</u>	<u>1981-82</u>
1	\$3,250	\$ 3,675
2	3,450	3,875
3	3,650	4,075
4	3,850	4,275
5	4,050	4,475
6	4,250	4,675
7	4,450	4,875
8	4,650	5,075
9	4,850	5,275
10	5,050	5,475
11	5,250	5,675
12	5,450	5,875