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AGREEMENT

THIS AGREEMENT, made this 26th day of November 1984,
by and between the NORTHFIELD BOARD OF EDUCATION,
hereinafter referred to as the "Board" and the
NORTHFIELD ELEMENTARY SCHOOL SECRETARIES' ASSOCIATION,
hereinafter 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:

X July 1, 1984 June 30, 1985

ARTICLE I

Recognition

A. The Association

The Board of Education, hereafter referred to as the Board, hereby recognizes the NORTHFIELD ELEMENTARY SCHOOL SECRETARIES' ASSOCIATION, hereafter referred to as the Association, as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time secretarial and clerical employees under contract including clerks, secretary/clerks and secretaries but excluding part-time, per diem, and confidential secretaries as defined in Public Laws 123, 1974.

B. Definition of Secretary

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

ARTICLE II

Negotiation of Successor Agreement

A. Deadline Date

The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin in accordance with the rules and regulations of the Public Employment Relations Commission. Any agreement so

Article II (Cont.)

A. Deadline Date (cont.)

negotiated shall apply to all secretarial and clerical employees, be reduced to writing, and be subject to ratification by the Association and the Board.

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 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.

Article III (Cont.)

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 days of occurrence. The time limits specified may, however, be extended by mutual written agreement.

2. Year End Grievances

In the event that 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, the time limits set forth 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.

3. Level One

An employee with a grievance shall first discuss it with the principal or immediate supervisor with the objective of resolving the matter informally.

4. Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, the employee shall set forth the grievance, in writing, to the principal or immediate supervisor, specifying:

- a. The nature of the grievance and the injury or loss and the contractual or other basis of the grievance.
- b. The disposition at the preceding level.
- c. A statement of the relief sought.

C. Procedure, Article III (Cont.)4. Level Two (Cont.)

Upon receipt of the grievance, the principal or immediate supervisor shall send a copy of the grievance to the superintendent. The principal or immediate supervisor shall communicate the decision to the employee and the superintendent in writing, within five (5) 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

C. Procedure, Article III (Cont.)7. Level Five (Cont.)

of the grievance at level four, or if not decision has been rendered within twenty (20) school days after the grievance was delivered to the Board, or committee thereof, the grievant(s) may, within five (5) school days after a decision by the Board or twenty-five (25) school days after the grievance was delivered to the Board, or committee thereof, whichever is sooner, request in writing that the grievance be submitted to arbitration.

- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the grievant(s) 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 be bound by the rules and procedures of the American Arbitration Association.
- c. The arbitrator so selected shall confer with the representatives of the Board and grievant(s) and hold hearing promptly. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission

C. Procedure, Article III (Cont.)

7. Level Five (Cont.)

of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the grievant(s) and shall be advisory on the parties.

- 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 the grievant and the selected representative 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

E. Miscellaneous, Article III (Cont.)

2. Separate Grievance File (Cont.)

file and shall not be kept in the personnel file of any of the participants until the conclusion of the grievance.

ARTICLE IV

Employee Rights and Privileges

- A. Pursuant to Chapter 123, Public Laws 1974, 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 nor indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 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 membership in the Association and its affiliates, negotiations with the Board or the institution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as employees have under New Jersey School Laws

Article IV (Cont.)

or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

- C. An employee may be disciplined, reprimanded, reduced in rank or compensation with just cause. Any such action asserted by the Board of any agent or representative thereof shall not be made public and shall be subject to the grievance procedure.
- 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 a non-tenured employee is 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 \$125.00 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 rate.

ARTICLE V

Association Rights and Privileges

- A. The Board agrees to furnish to the Association in response to 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.
- D. The Association shall have the right to use school facilities and equipment including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all type 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 and supplies incident to such use.
- E. The Association shall have the right to use inter-school mail boxes as it deems necessary and without the approval of the building principals or other members of the administration.
- F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association.

ARTICLE VI

Work Calendar

A. The work year shall be as follows:

Ten Month Employees: September 1 through June 30

Twelve Month Employees: July 1 through June 30

If the District determines that an employee is needed before September 1, whatever working days used before September 1 must be subtracted from the end of the year (June 30) on a one-for-one working day exchange.

B. Vacation and/or Holiday Schedule

1. School holidays shall be the same as the teachers' schedule.
2. Twelve (12) month employees with six (6) or more months service shall be entitled to five (5) days of vacation; for twelve (12) or more months service, ten (10) days vacation shall be granted. Vacation does not include July 4 and shall be scheduled in agreement with the direct supervisor.

ARTICLE VII

DAILY HOURSA. Daily hours shall be as follows:

September 1 - June 30: 8:00 a.m. to 4:00 p.m.

July 1 - August 31: 8:00 a.m. to 4:00 p.m.

At Administrators discretion for both
hours and vacation.

B. Coffee Breaks

Employees are entitled to two (2) ten (10) minute coffee breaks, one in the morning and one in the afternoon.

Article VII (Cont.)

C. Lunch Breaks

Employees shall have one (1) hour duty free lunch period. Times to be agreed upon between employee and direct supervisor.

D. Overtime

Overtime is defined as any time spent at regular duties or other assigned duties, consistent with this Agreement, either before/after regular daily work hours, or any day other than provided in the regular work year.

1. All overtime accrued shall be remunerated at the rate of $1\frac{1}{2}$ times the hourly salary for hours worked over eight (8) hours per day or forty (40) hours per week.
2. Overtime for employees must be assigned by the supervisor and approved by the superintendent or his designee.

ARTICLE VIII

Employment Procedure

A. Placement on Salary Schedule

Adjustment of salary: Each employee shall be placed on the proper step of the salary schedule as of the beginning of the school year. Any employee employed more than one-half ($\frac{1}{2}$) 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 not later than April 30. If notice has not been

Article VIII (Cont.)

B. Notification of Contract and Salary (Cont.)

given by April 30, the employee shall automatically be considered employed in the same position as occupied before April 30.

C. Resignation

An employee who is resigning from her position shall give thirty (30) days notice.

Earned vacation (twelve (12) month employees) 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 secretary and clerical 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 re-assignment 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

EvaluationA. Non-Tenure and Tenure Employees

Employees shall be evaluated by the immediate supervisor(s) at least two (2) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and the evaluator.

B. Personnel Records

1. Employees shall have the right, upon request with reasonable notice, to review the contents of their personnel file and to receive copies thereof.
2. The employee may submit a written statement regarding material viewed as derogatory by the employee and the statement shall be placed in the employee's personnel file accompanying the objectionable material. A note at the bottom of the material shall indicate a reply has been made.

ARTICLE X

Temporary LeavesA. Sick Leave

1. All ten (10) month employees shall be entitled to ten (10) sick leave days with pay each school year. Employees on a twelve (12) month contract shall be entitled to twelve (12) days sick leave with pay. Unused sick leave shall be accumulated from year to year with no maximum limit.
2. Employees shall be notified within the first month of each school year the amount of sick leave accumulated or remaining.

Article X (Cont.)

B. Emergency Leave

Secretaries shall be entitled to the following temporary non-accumulative leave of absence with full pay each school year.

Leave without loss of pay not to exceed a total of seven (7) days per year may be granted by the Superintendent of Schools. Written request to be submitted to the Superintendent of Schools two (2) days prior to leave, except in case of emergencies. No days of absence with pay shall be allowed for emergency reasons when such days are taken during the first three or last three days of the school year, or the first day immediately preceding, or the first day immediately following a school recess or vacation. Employee, however, has the option to take emergency leave without pay.

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
EXTENDED LEAVES OF ABSENCE

- A. Due to medical disability which is substantiated by a certificate from a medical doctor, an employee shall be granted an extended leave of absence without pay, however, during the period of the employee's personal medical disability, accumulated sick leave benefits shall be paid until such benefits are exhausted or the personal medical disability has terminated. Upon termination of medical benefits when applicable, the employee may elect to retain said benefits by prepaying the Board of Education on a monthly basis, so as to continue group rate premiums, in accordance with the New Jersey Public Employee Benefit Manual.
- B. The Board need not grant or extend the leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained. An employee returning from a medical disability leave shall be entitled to all benefits to which said employee was entitled at the time leave commenced.
- C. No tenured or non-tenured employee shall be barred from returning to work after a medical disability leave on the grounds that not enough time has elapsed during the recovery time.
- D. Nothing herein contained shall be construed to require the Board to grant tenure to any non-tenured employee who would not have been granted tenure in the absence of this provision or to offer a new contract for a new school year to any non-tenured employee who would not have been offered such a contract in the absence of this provision.
- E. An employee may make application to the Board for a child-rearing leave of absence for a period of up to one year. Said application shall be made to the Superintendent at least ninety calendar days prior to the commencement of the child-rearing leave. The date of requested return may be adjusted by the Board to commence in January or September or any other natural break in time which the Board deems in keeping with the educational needs of the system, and may preclude the one year time period cited above. Said child-rearing leave shall be without pay. The Board of Education Secretary shall, upon request, provide the employee with the necessary information in order that the teacher can take over the payments of insurance premiums.
- F. A leave of absence of up to one (1) year without pay shall be granted 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.
- G. The Board may grant a leave of absence without pay to an employee to campaign for or serve in a public office.

- H. Other leaves of absence without pay may be granted by the Board for good reason.
- I. Upon return from leave granted according to Section A, above, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level as he would have achieved if he had not been absent, provided, however, that time spent on such leaves shall not count toward fulfillment of time requirements for acquiring tenure. An employee shall not receive increment credit for time spent on a leave granted under sections E, F, G, and H above, nor shall such time count toward the fulfillment of the time requirements for acquiring tenure. Leave granted under A shall count toward increment if the employee worked during that school year.
- J. Advancement on the salary guide or raises the following year of the extended leaves of absence shall be based upon the date of commencement of the leave of absence. The employee will be granted a full salary guide step or raises, if he/she works more than 90 days in that school year. Working 90 days or less shall result in no advancement on the salary guide or raise the following year.
- K. All extensions or renewals of leave shall be applied for and granted in writing.

ARTICLE XII

Insurance

- A. The Board of Education shall enroll all eligible employees who apply in the New Jersey Public and School Employees' Health Benefits Plan as soon 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.
- B. 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.
- C. 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 1984/85 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 XIII

MiscellaneousA. Board Policy

This Agreement shall constitute Board policy for the term of said Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

B. Severability

If any provision of this Agreement or any application of this Agreement to any employee 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.

C. Compliance Between Individual Contract and Master Agreement

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.

D. Non-Waiver

Nothing contained in any section or subsection of this Agreement shall be interpreted in any manner or construed to constitute an implied waiver by the Board of any of its rights. All rights not expressly waived herein are deemed retained.

E. Duplicated Agreement

Copies of this Agreement shall be printed by the Board. After

Article XIII (Cont.)

E. Duplicated Agreement (Cont.)

agreement on the format, between thirty (30) days after the Agreement is signed, the Agreement shall be presented to all secretarial and clerical employees now employed or hereafter employed by the Board.

F. Representation Fee

1. If an eligible employee does not become a member of the Association during any membership year, i.e., September 1 to the following August 31, 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.

Article XIII (Cont.)

F. Representation Fee (Cont.)

3. 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 paycheck paid:

(1) No later than thirty (30) days after receipt of the aforesaid list by the Board, or

(2) No later than thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid no later than thirty (30) days after the resumption of his/her employment in a bargaining unit position.

c. If an employee, who is required to pay a representation fee, terminates his/her employment with the Board before the Association has received the full annual amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the current membership year.

d. Except as otherwise provided in this Article, the mechanics for the deduction and transmission of representation fees, will as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

Article XIII (Cont.)

F. Representation Fee (Cont.)

3. e. The Association will notify the Board in writing, of any changes in the list provided in paragraph a, and/or the amount of the representation fee, and such changes will be reflected in any deductions made no more than thirty (30) days after the Board receives said notice.

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 date of employment for all such employees. Negative reports are not required.

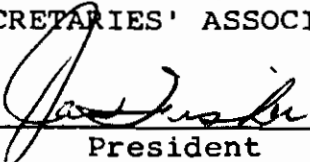
DURATION OF AGREEMENT

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

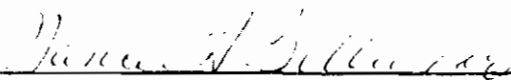
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers, and where corporations, for their corporate seals to be placed thereon, the day and year first above written.

NORTHFIELD ELEMENTARY SCHOOL
SECRETARIES' ASSOCIATION

NORTHFIELD BOARD OF EDUCATION

By: 
President

By: Edward H. Timm
President

By: 
Secretary

By: Laurence G. Trach
Secretary