



CONTRACT ADDENDUM

AIDES, TRANSPORTATION AND CAFETERIA PERSONNEL

NORTH PLAINFIELD SCHOOL DISTRICT

X July 1, 1981, to June 30, 1983

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ARTICLE I

RECOGNITION CLAUSE

Pursuant to the provision of Chapter 123, Laws of 1974, the North Plainfield Board of Education hereby recognizes the North Plainfield Aides, Transportation, and Cafeteria Personnel as part of the unit currently embodying the North Plainfield Custodial and Maintenance Personnel, and in total such unit is the majority representative for purposes of collective negotiation for all such personnel.

Exclusions to the Aides, Transportation, and Cafeteria Personnel are:

- (a) Cafeteria manager
- (b) All other employees of the North Plainfield Public Schools including supervisory personnel.

ARTICLE II

GRIEVANCE PROCEDURE

(1) DEFINITION

A grievance shall mean a complaint by an employee or the Association that there has been to him/her a personal loss or injury because of the violation, misinterpretation or misapplication of:

2. This agreement

3. An administrative decision governing such employee.

(2) PROCEDURE FOR ADJUSTING COMPLAINTS OR GRIEVANCES

(A) Step 1 An employee who has a justifiable grievance shall first discuss the matter, along with the relief sought, orally with his immediate superior. This discussion shall take place as soon as possible after the event, or when the employee could have known of the event. If the employee is not satisfied with the results of the informal discussion, he shall put his grievance in writing, and shall submit it to his immediate superior within fifteen (15) working days of the event giving rise to the grievance. The immediate superior shall make a written response containing his decision to the employee within five (5) working days of receipt of the grievance.

(B) Step 2 In the event the complaint is not resolved at Step 1 to the satisfaction of the aggrieved employee, the Association and/or the employee shall present the grievance in writing to the Director of Operations within five (5) working days following the decision received at Step 1. Within five (5) working days, the Director of Operations shall meet with the representative of the Association and the employee involved in an effort to resolve the grievance. Within seven (7) working days after the grievance meeting, the Director of Operations

shall communicate his decision in writing to the Association representative and to the employee involved.

(C) Step 3 The Association may appeal the decision of the Director of Operations to the Superintendent of Schools within five (5) working days after receiving the decision of the Director of Operations. The appeal from the decision of the Director of Operations shall be in writing and shall be accompanied by a copy of the Director of Operations' decision and all documents and other information related to the grievance. The Superintendent of Schools shall hold a hearing on the grievance appeal. He may hear witnesses or employees who participated in the first step of the grievance, or any other participant and evidence relevant to the issue involved. Within thirty (30) calendar days after the hearing, the Superintendent of Schools shall communicate his decision as final in writing, together with the supporting reason, to the aggrieved employee and to the Association, to the Director of Operations and to the Principal of the school in the event that the work location of the employee is a school or to any other superior who may be involved.

(D) Step 4 If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education no later than five (5) school days after receipt of the Superintendent's decision. The request shall attach all related papers and forward the request to the Board of Education. Within thirty (30) calendar days of receipt of the grievance by the Board, the Board or a committee thereof shall review the grievance and shall, at its option, hold a hearing with the employee and render a decision in writing. Beyond this step a grievance shall not be processed if it applies to:

1. Any matter for which a method of review is prescribed by Title 18A.
2. Any rule or regulation of the State Commissioner of Education.

3. Any matter which according to law is beyond the scope of Board authority.
4. Any matter which is not part of the explicit language of this addendum.

If the decision of the Board of Education does not resolve the grievance to the satisfaction of the employee, and the employee wishes review by a third party, he shall refer the grievance to the Association. Within ten (10) school days of receipt of the Board's decision, the Association may request arbitration of the grievance by notifying the Board through the Superintendent.

The following procedure shall be used to secure the services of an arbitrator:

1. A joint Board-Association request shall be made to the American Arbitration Association to submit a roster of persons fully qualified to function as arbitrators of the grievance in question.
2. Should the parties be unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.
3. Should the parties be unable to determine a mutually satisfactory arbitrator from the second submitted list within ten (10) school days of the initial request for arbitration, the American Arbitration Association shall be requested by either the Board or the Association to designate an arbitrator.
4. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He shall add nothing to nor subtract anything from the Agreement between the parties or from any policy of the Board of Education. Recommendations of the arbitrator shall be binding on language of the Agreement. Within thirty (30) calendar days of completion of the arbitrator's hearing, copies of the arbitrator's finding and recommendations shall be given to the Board and to the aggrieved and his representative only.
5. Costs
 - a) The fees and the expenses of the arbitrator are the only cost which shall be shared by the two parties, and such cost shall be shared equally.

b) All other costs shall be borne by the parties incurring them.

6. If no timely response is made by the Board and/or Administration at any step of the grievance procedure, then the grievance may be carried forward to the next step. Failure of the grievant to follow the time requirements for each means that the grievance is dropped.

ARTICLE III

JUST CAUSE

(1) In the case of unsatisfactory performance, the Superintendent of Schools or his designee will give the employee a written evaluation and have a discussion of his/her performance on the job and give him/her thirty days to bring his/her work up to acceptable standards. Failure to bring his/her work up to acceptable standards shall be considered just cause for a letter of termination.

Furthermore, the Board or its representative reserves the right to terminate or to suspend an employee without pay upon evidence of just cause. Just cause shall include but not be limited to violation of Board regulations or terms of this agreement, fighting, being under the influence of unprescribed intoxicating drugs or alcohol while on duty, smoking in unauthorized areas, failure to report for duty, insubordination, job-related immoral behavior, or conviction of criminal activities.

In no case shall the period of suspension exceed thirty days.

ARTICLE IV

INSURANCE

(1) The Board shall provide health care insurance including hospitalization, medical-surgical, and major medical protection equivalent to the benefits provided by the "New Jersey State Health Benefits Program" for each employee regularly employed no less than twenty (20) hours per week on a regular basis. The Board shall pay the full premium for each eligible employee and dependents. The Board shall make payments of insurance premiums to provide insurance coverage for the full twelve-month period, commencing on July 1st and ending June 30th for each employee who remains in the employ of the Board for the full school year. Provisions of the Health Care Insurance Program shall be detailed in the master policies held by the Board.

(2) If another School District bargaining unit receives additional insurance coverage, then this coverage shall be incorporated into this contract on the same basis or negotiations shall immediately commence regarding this issue.

(3) The Board shall continue to provide a \$1.00 co-pay prescription plan, including contraceptives for each employee (with family coverage) who is regularly employed no less than twenty (20) hours per week on a regular basis.

ARTICLE V

LEAVES OF ABSENCE

(1) "Sick Leave" is hereby defined to mean the absence from his or her post of duty of any person because of personal disability due to illness or injury or because he or she has been excluded from school by the school district's medical authority on account of a contagious disease or of being quarantined for such a disease in his or her immediate household. In accordance with and to the extent required by 18A:30-1 et seq.

All employees holding office, position or employment for the North Plainfield Board of Education, who are steadily employed under contract, shall be allowed sick leave in the amount of eleven (11) days for each ten (10) month employee. Sick leave allowable under the above conditions shall accumulate for use as may be needed for sickness in subsequent years. Pursuant to Title 18A:30-1 et seq. a physician's certificate attesting to the illness or physical disability of an employee may be required in cases where absence for reasons of sickness is claimed. Entitlement for accumulated sick leave for years of service prior to July 1, 1978, shall be per the liaison understanding with the Superintendent made during January, 1979.

(2) An employee may be absent without loss of pay if an extraordinary event requires him/her to be away from his/her duties. Not more than one (1) day with pay shall be allowed in any school year for this type of absence. Approval from the Director of Operations must be obtained at least three days prior to such absence. Application of the employee for such personal leave must be made in writing. If an employee could not request such leave on account of an emergency, need for advance notice is waived, but the employee shall notify

his/her supervisor or Director of Operations at the earliest possible time.

(3) An employee may be absent without loss of pay if a member of the employee's immediate family dies. Immediate family shall be interpreted to mean the employee's spouse, father, mother, brother, sister, son, daughter, grandparent, grandchildren, father-in-law, mother-in-law or any other person living as a member of the employee's household. Absence without loss of pay shall be limited to a reasonable length of time. Should there be any question regarding the meaning of "reasonable" the employee should consult the Director of Operations before or during the first half-day of absence.

(4) Jury duty leave shall be granted for a maximum of two weeks to an employee required to serve with differential pay above the jury stipend to equal the daily pay.

ARTICLE VI

HOURS, OVERTIME AND LAYOFF RECALL RIGHTS

- (1) HOURS OF WORK - Whenever a member of the Aides, Transportation, or Cafeteria work force is called to work (whether for the normal work day or for a specific "call-in" assigned duty), such personnel shall be guaranteed a minimum of two (2) hours of pay.
- (2) OVERTIME - All Aides, Transportation, and Cafeteria personnel shall be paid at the rate of one and one-half ($1\frac{1}{2}$) times their normal hourly rate of pay for work in excess of forty (40) hours per week.
- (3) SENIORITY - In the event of a district reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the department involved, that is within the aides, transportation, and cafeteria classifications. Recall of such employees shall be made on the basis of his/her departmental seniority, i.e., last-in/first-out, etc.

ARTICLE VII
EMPLOYEE EQUIPMENT

Cafeteria employees shall receive a maximum of two (2) uniforms per year at no cost to the employee. In exceptional circumstances and with the permission of the Director of Operations, another uniform will be issued.

ARTICLE VIII
NECESSARY CHANGES

Changes in terms and conditions of employment as governed by this Agreement shall first be negotiated with the Association as majority representative in accordance with the dictates of Chapter 123, Public Law 1974. If such change is considered by the Board of Education, it shall advise the Association as majority representative and afford them the opportunity for good-faith negotiations on the change in accordance with the requirements of the above stated law.

ARTICLE IX

MISCELLANEOUS

(1) All transportation personnel licenses and costs, both initial and renewal, shall be reimbursed by the Board of Education.

(2) Initial employment physical for aides, transportation, and cafeteria personnel, if required by the Board, shall be by the Board's designated physician without cost to the employee. If the employee chooses to use a different physician other than the one selected by the Board, the employee shall bear the cost.

(3) If another School District bargaining unit receives an agency shop provision, then the provision shall be incorporated into this contract on the same basis or negotiations shall immediately commence regarding this issue.

(4) Aides, transportation, and cafeteria personnel shall also be paid on a bi-weekly basis.

ARTICLE X

SCHEDULE

TRANSPORTATION, CAFETERIA WORKERS & AIDES SALARY GUIDE

Transportation Workers	<u>1981-1982</u> \$5.79 per hour
Aides (Lunchroom, Kindergarten and Library)	3.69 per hour 3.96 per hour 4.24 per hour
Cafeteria Workers	3.68 per hour
Longevity (Cafeteria Workers) 10 years	\$125.00
15 years	150.00
20 years	175.00

The following differential rates above the general rates stated above shall apply to the following cafeteria workers as long as they remain in the employ of the North Plainfield Board of Education:

	<u>1981-1982</u>
R. Bachert	\$.59 per hour
M. DeFilippis	.81 per hour
E. Johnson	.59 per hour
B. McClow	2.33 per hour

For the 1981-1982 school year only, payment of \$50.00 shall be made on December 1, 1981, to each cafeteria employee, van driver, and aide employed since July 1, 1981. This payment shall not apply to employees hired after July 1, 1981.

ARTICLE XI

DURATION

This Agreement shall come into effect on July 1, 1981, and shall continue in effect until June 30, 1983, except that for the second year of this two (2) year Agreement salary shall be reopened for negotiations."

FOR THE NORTH PLAINFIELD
BOARD OF EDUCATION

FOR THE NORTH PLAINFIELD
AIDES, TRANSPORTATION &
CAFETERIA PERSONNEL
(CUSTODIAL & MAINTENANCE ASSOCIATION):

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President

Ronald P. Rossi
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