

4-2079

THIS DOES NOT
CIRCULATE

AGREEMENT

Between the

BOARD OF EDUCATION

of

NORTH PLAINFIELD

in

SOMERSET COUNTY

and the

NORTH PLAINFIELD ASSOCIATION

of

EDUCATIONAL SECRETARIES

Covering the period from
July 1, 1979, to June 30 1981

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Labor Relations

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ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

I. Changes

- A. Consistent with P.L. 123, Public Laws of New Jersey 1974, the Board shall not effect any change in terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.
- B. On or about September 30, 1980, the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedures set forth herein in good-faith effort on both sides to reach continuing agreement on salaries and other terms and conditions of employment. By the same date, the Association agrees to present to the Board its proposals for the successor agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.
- C. Negotiations shall commence with a meeting at a mutually satisfactory place and time. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.
- D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

II. Modification

- A. This Agreement shall not be modified in whole or in part by the parties except by mutual agreement.
- B. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

I. Definition

"A grievance" shall mean a complaint by an employee that there has been a violation of this Agreement.

II. Right of Employee to Representation

A. Every employee shall have the right to present a grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and to be represented by a person of his/her choice.

III. Procedure

A. Step 1: --An employee who has a justifiable complaint shall first discuss his/her complaint orally, along with the relief sought, with the immediate supervisor within ten (10) working days of event. This discussion shall be held for the purpose of trying to resolve the matter informally. If the employee is not satisfied with the results of the informal discussion, the grievance shall be stated in writing, and shall be submitted to the immediate supervisor within five (5) working days of the informal discussion. The letter should specify:

1. The nature of the grievance.
2. The nature and extent of the loss, injury or inconvenience.
3. The results of previous discussions.
4. The dissatisfaction with decisions previously rendered.
5. The remedy sought by the grievant.

The immediate supervisor shall make a written response containing the decision to the employee within five (5) working days of the receipt of the grievance.

B. Step 2: --In the event that the complaint is not resolved at Step 1 to the satisfaction of the aggrieved employee, the employee shall present the grievance in writing to the Superintendent of Schools within five (5) working days following the decision rendered at Step 1. The appeal to the Superintendent must be made in writing and must detail:

1. The particulars of the grievance as specified in Step 1 above.
2. The employee's dissatisfaction with decisions previously rendered.

III. Procedure (continued)

The Superintendent of Schools shall attempt to resolve the matter within a period not exceeding ten (10) school days from receipt of request and shall communicate the decision as final in writing, together with the supporting reason, to the aggrieved employee.

- C. Step 3: --If the grievance is not resolved to the employee's satisfaction, the employee may request a review by the Board of Education no later than five (5) working days after receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. Within thirty (30) calendar days of receipt of the grievance, 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.
- D. Step 4: --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, the employee shall refer the grievance to the Association. Within ten (10) working days of receipt of the Board's decision, the Association may request arbitration of the grievance by notifying the Board through the Superintendent.
 - 1. The following procedure shall be used to secure the services of an arbitrator:
 - a. 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.
 - b. 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.
 - c. Should the parties be unable to determine a mutually satisfactory arbitrator from the second submitted list, within ten (10) working 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.
 - 2. The arbitrator shall be limited to the issue submitted and shall consider nothing else. The arbitrator shall add nothing to, nor subtract anything from, the Agreement between the parties or from any policy of the Board of Education. The recommendations of the arbitrator shall be binding. Within thirty (30) calendar days of the completion of the arbitrator's hearings, copies of the arbitrator's findings and recommendations shall be given to the Board and to the aggrieved and his/her representatives only.

ARTICLE VI - Vacations (continued)

- D. Three weeks per year for employees who have been with the Board of Education for at least ten years but less than fifteen years as of July 1.
- E. Four weeks per year for employees who have been with the Board of Education fifteen years or more as of July 1.

ARTICLE VII

HOLIDAYS

The Board of Education will observe paid holidays for full-time, twelve month and full-time, ten month employees only according to a list published by the Superintendent after the school calendar is adopted each year. As a general practice, the following holidays will be observed as indicated:

	<u>12 Months</u>	<u>10 Months</u>
Independence Day	x	
Labor Day	x	x
Election Day*	x	x
Thanksgiving Day	x	x
Day after Thanksgiving	x	x
Christmas Eve	x	x
Christmas Day	x	x
New Year's Day	x	x
**Washington's Birthday (2 days)	x	x
Good Friday	x	x
Easter Monday	x	x
Memorial Day	x	x

*when included in school calendar

**consistent with adopted calendar mid-winter recess

Note: It is agreed that twelve-month employees will receive thirteen holidays and ten-month employees will receive twelve holidays.

If one or more of the designated holidays above falls on a non-scheduled work day, then the Superintendent, after consultation with the Association President, shall designate an alternate compensatory day.

ARTICLE VIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

- I. Announcements of all open secretarial positions in the school district shall be posted in each building with five working days allowance to file notice of interest with the Superintendent of Schools.
- II. Employees who desire to transfer to an available position may file a written statement of such desire with the Superintendent. It is expressly understood that such determination resides solely with the Board.

ARTICLE IX

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- I. A vacancy may be filled by means of involuntary transfer or reassignment if no qualified volunteer is available to fill said position.
- II. Five working days notice of an involuntary transfer or reassignment shall be given to employees except in cases of emergency. In no case will an involuntary transfer be made without a prior meeting with the Superintendent of Schools.

ARTICLE X

EMPLOYEE-ADMINISTRATION LIAISON

The Association's representatives shall meet with the Superintendent or his/her representative no more than once every calendar quarter during the year to review and discuss current problems affecting this Agreement. Nothing herein precludes other meetings under exceptional circumstances.

ARTICLE XI

SICK LEAVE

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

ARTICLE XI - Sick Leave (continued)

II. All persons holding any office, position or employment for the North Plainfield Board of Education, who are steadily employed under contract, shall be allowed sick leave as follows:

10-month employees - 11 days

12-month employees - 13 days

III. Sick leave allowable under the above conditions shall accumulate for use as may be needed for sickness in subsequent years.

IV. 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 exceeds three days.

ARTICLE XII

TEMPORARY LEAVES

I. 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 Superintendent before or during the first half-day of absence.

II. An employee may be absent without loss of pay if an emergency requires him/her to be away from his/her duties. Not more than two (2) days with pay shall be allowed in any school year for this type of absence. Approval from the Superintendent must be obtained prior to or during the first half-day of absence.

III. An employee may be absent upon prior notification to the Superintendent without loss of pay at such times as absence results from obedience to legal process.

IV. An employee may be absent for not more than two (2) days without loss of pay if he is a member of a religious organization requiring its members to abstain from working on Holy Days in order to attend required all-day services which fall on scheduled work days.

ARTICLE XIII

INSURANCE

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." The Board shall pay the full payment for each eligible employee and dependents. The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve month period commencing on July first and ending June thirtieth 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 master policies held by the Board.

ARTICLE XIV

DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its employees dues for the New Jersey Education Association. Such deductions shall be made in compliance with P.L. 233, New Jersey Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall come into effect on July 1, 1979, and shall continue in effect until June 30, 1981. The Above Agreement was entered into during 1979 by representatives of the Board of Education and representatives of the North Plainfield Association of Educational Secretaries.

BOARD OF EDUCATION

NORTH PLAINFIELD ASSOCIATION
OF EDUCATIONAL SECRETARIES

North Plainfield
County of Somerset
State of New Jersey

President

President

ATTEST:

ATTEST:

Secretary

Secretary