

Contract no. 1645

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS
OCT 7 1991

RUTGERS UNIVERSITY

PREAMBLE

This agreement entered into this 1st day of July 1991
by and between the
Board of Education, the Borough of Haddon Heights, New Jersey
hereinafter called the "Board"
and
the Haddon Heights Support Personnel Association
hereinafter called the "Association"

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*Schedules will be attached at a later date.

Article I

RECOGNITION

A. The Board recognizes the Association as the majority representative pursuant to the provision of the "New Jersey Employer-Employee Relations Act," for collective negotiations concerning the terms and conditions of employment for all non-certificated personnel employed by the Board, but excluding certificated personnel, supervisory, administrative and confidential employees.

B. Unless otherwise indicated, the term "employee(s)" when used hereinafter in this agreement, shall refer to employees of the Board represented by the Association in the negotiating unit defined in Article IA.

C. In order to protect the exclusive rights and privileges granted to the Association and its representatives, the Board agrees not to negotiate concerning terms and conditions of employment identified in Article IA hereof with any organization other than the Association for the duration of this agreement.

Article II

NEGOTIATIONS PROCEDURES

A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, P.L. of 1974.

B. Representatives of the Board and the Association shall begin negotiations on or before October 31.

C. The Board agrees, subject to reasonable and timely request, to provide the Association with relevant information for collective negotiations which is in the public domain and within the knowledge of the Board.

D. This agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the terms of this agreement, neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.

E. This agreement 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

EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, P. L. of 1974 and any amendments thereto, the Board hereby agrees that every employee shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Board agrees that there shall be no discrimination against any employee with respect to hours, wages or any terms or conditions of employment by reason of his/her membership in the Association, his/her participation in any activities of the Association, institution of any grievance, complaint or proceedings 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 or the Board such rights as they may have under New Jersey School Law or other applicable laws or regulations.

C. No employee shall be prevented from wearing the unified teaching professional symbol identifying membership in the Association or its affiliates.

D. Discipline will not be imposed on an arbitrary or discriminatory basis. Any discipline action asserted by the Board, or any agent or representative thereof shall be subject to the grievance procedure to the extent provided herein. (Article XIV)

E. Whenever an employee is required to appear before the Superintendent/Business Administrator, Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment, or the salary or any increments pertaining thereto, then he/she shall be given prior notice of the reasons of such meeting or interview and shall be entitled to have a representative of the Association present upon his/her request to advise him/her and represent him/her during such meeting or interview. Whenever any employee requests a meeting with the Superintendent/Business Administrator, Board, or any committee thereof concerning matters which could adversely affect the continuation of that employee in his/her office, position or employment thereof, he/she shall be entitled to have a representative of the Association present to advise him/her in said meeting or interview.

F. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has acknowledged that he/she has had the opportunity to review such material by affixing his/her signature to the copy being filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee also has the right to submit a written

the Superintendent or his designee and attached to the file copy.

G. Personnel records shall be considered confidential. The Board shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to make available to the Association in response to timely and reasonable requests information in the public domain relevant to negotiations or grievance processing or that which could directly affect members of the Association.

B. Whenever any representative of the Association or any employee is required by the Board to participate during working hours in grievance procedures or meetings, s(he) shall suffer no loss in pay.

C. Representatives of the Association, the New Jersey Education Association and the National Education Association shall be permitted to transact official Association business on school property at reasonable times provided that this shall not interfere with or interrupt normal school operations or be during any individually assigned work schedule.

D. The Association and its representatives shall have the privilege of using school facilities for after school use with prior notification and approval of the Superintendent/Business Administrator. The Superintendent/Business Administrator will retain the right to regulate after school use of school facilities and will designate the time and place of meetings within the building so as not to interfere with other scheduled activities. The Association shall be responsible for payment for extra janitorial service and service costs.

E. The Association shall have in each school building use of an Association supplied bulletin board. Should the administration object to any posted material, the Association agrees, after being informed as unsuitable, that it shall be removed and subject to the grievance procedure.

F. The Association shall have the use of assigned school mailboxes. Placement will be made by the authorized representative of the Association or his/her designee. Materials placed in mailboxes shall bear the name of said representative or of the Association. A copy of all materials placed in mailboxes shall be submitted to the building principal only in such cases that such items are exposed.

G. The Board and the Association agree that during the life of this contract no RIF will take place without prior notification of the Association. If such RIF is necessary, it shall be done in accordance with N.J. Law. Any employee so dismissed will be placed on a recall list.

H. The Board will develop and have available, a seniority list from the official date of employment for all eligible employees.

I. A meeting to discuss concerns of such distinct nature that they are outside of the realm of resolution by an immediate supervisor and/or principal can be requested by an officer of the Association with the Superintendent/Business Administrator at a mutually agreeable time. The initiations of such a meeting would be to keep organizational lines of communication open, but it must be insured that organizational protocol and procedure is followed (e.g. the purpose cannot be to overstep organizational lines of authority of principals, supervisors or foremen.)

ARTICLE V

SALARIES

- A. The salaries of all employees covered by this agreement (except aides) are set forth in Schedules A - M which are attached hereto and made a part hereof.
- B. All employees will be placed on a semi-monthly pay program.
- C. Checks will be available or mailed to employees no later than the last day of June for 10 month employees.
- D. A summer pay plan will be available for all 10 month employees.
- E. Fully certificated aides will receive one half of the salary of the appropriate step on the HHEA salary guide which reflects his/her credited experience. Aides who are not certificated will receive one half of level BA-1 of the HHEA salary guide.

ARTICLE VI

INSURANCE PROTECTION

For the purposes of this article, an eligible employee is defined as one who is contracted to work a minimum of twenty (20) hours per week.

A. The Board of Education for the duration of this contract will pay for Blue Cross, Blue Shield, extended coverage and major medical insurance dependent coverage under the New Jersey Health Benefits Plan at the rate of 100% for all employees hired on or before ratification of this contract. Any employee hired after ratification of this contract will receive single coverage only until the first day of the third year of his/her employment by the HHBOE at which point (s)he will be eligible for dependent coverage.

B The Board of Education for the duration of the contract, will reimburse all eligible employees hired on or before ratification of this contract for 100% dependent coverage of dental work, in accordance with the procedures in the dental agreement developed jointly by the Board of Education and the HHEA. Any eligible employee hired after ratification of this contract will receive single coverage only until the first day of the third year of his/her employment by the HHBOE at which point (s)he will be eligible for dependent coverage.. This agreement will be self-sustaining and the amount to be reimbursed is in accordance with the provisions of said agreement.

C. The Board of Education, for the duration of the contract, shall support a prescription agreement for all eligible employees hired on or before the ratification of this contract for 100% dependent coverage in accordance with the procedures developed jointly by the Board of Education and the HHEA. Any eligible employee hired after ratification of this contract will receive single coverage only until the first day of the third year of his/her employment by the HHBOE at which point (s)he will be eligible for dependent coverage..

D. The Board reserves the right to change insurance carriers as long as substantially similar benefits are provided. The Association agrees that should the Board agree to any changes in the medical, dental or prescription benefits with the HHEA, the Association will receive the same benefit coverage regardless of whether the coverage is increased or decreased.

ARTICLE VII

TRANSFERS AND ASSIGNMENTS

A. A notice of the vacancy in all existing positions or newly created positions shall be posted on association official bulletin boards, in each school, within fifteen (15) days after the vacancy can be made known as determined by the Superintendent of Schools, giving due consideration to transfers, upgrading, retirement and/or category assignments. Employees within the district will be considered based on qualifications for that particular category for all positions prior to the public posting of the position.

B. An employee who desires a change in assignment or who wishes to transfer to another building, may file a written request of such desire with the Superintendent not later than the 1st of any month. Such statement shall include the position to which the employee desires to be assigned and the school or schools to which the employee desires to be transferred in order of preference. The aforementioned statement of desire is non-binding and is for considerational or informational purposes only.

C. Notice of involuntary transfer or assignment should be sent, in writing, to the employee as soon as practical and except in cases of emergency, not later than two weeks before reassignment. The reason for the change in assignment or school location will be discussed in a meeting between the employee involved and the building supervisor/principal and/or Superintendent, where applicable.

D. It is the exclusive province of the Board to determine matters relating to promotion, transfers and reassignments. Such decisions of the Board shall not be subject to the grievance procedure of this agreement.

Article VIII

PROMOTIONS

A. A notice of vacancy in any promotional positions shall be sent to and posted in each school, and a copy shall be sent to the Association.

B. Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent/Business Administrator within the time limit specified in the notice. When the vacancy described in the notice is filled, the Superintendent/Business Administrator may destroy all applications for said position.

C. An employee within the system shall be notified in writing of not being appointed to the applied position.

D. A promotional position shall be considered as any position for which the employee shall increase his/her present compensation.

ARTICLE IX

EMPLOYEE EVALUATIONS AND DISCIPLINE

A. All evaluations of an employee shall be made openly and with the knowledge of the employee.

B. Following an evaluation of an employee's performance, a written report shall be made. If the employee disagrees with the evaluation, (s)he may indicate, under his/her signature within five (5) days, a statement indicating specific reference in which there is disagreement. This shall become part of the employee's official record. The signature of the employee signifies that (s)he read the evaluation and made comments.

C. Periodic work status reports will be written throughout the year as the need exists with the knowledge of the employee. These reports can consist of job progress reports, commendations, reprimands and any other written documentation and will be acknowledged by the employee and placed in his/her personnel file. For any negative material, the employee has the right to present a rebuttal which will be attached to the appropriate document.

D. Employees have the right, once a year to review with the superintendent their personnel file under reasonable and timely conditions established by the Superintendent.

ARTICLE X

PROFESSIONAL DEVELOPMENT

Professional development. The Board of Education will refund to employees the tuition cost of work related courses taken under the following conditions.

A. The employee must have prior written approval by the Superintendent before taking any course in order to be eligible for reimbursement. The proper request form must be utilized for reimbursement (e.g. by submission of the Tuition Reimbursement form.)

B. The courses shall not be a repetition of one previously taken and must be realistically related to job area.

1. Secretaries may take courses, workshops, and seminars to improve their skills.

2. Custodians may improve their skills or expand their knowledge of job related skills (e.g. electrician, maintenance, carpentry, etc.)

3. Bus drivers shall be reimbursed for their license, physicals given by school doctor, defensive driving courses or other related programs by the Board.

4. Teacher aides and cafeteria personnel may take courses, workshops or seminars which will improve their performance in their school related duties.

5. Any support staff employee who is qualified to substitute shall be compensated at the greater daily rate for each day he/she is utilized (e.g. when support staff regular daily rate is more than the substitute daily rate, the employee will be compensated at the higher rate.)

C. The course must have been taken while the employee was in the employ of the Board.

D. The Board will fully refund the cost of tuition, course text books and related fees, to a maximum of \$600.00 for any one employee in a single twelve (12) month period in 1991-92 and \$700.00 in 1992-93. Such refunds will be made in the fall for courses taken the preceding year (e.g. September 1 - August 31 - 12 months, to employees still in the Board's employ, upon presentation to the Superintendent indicating successful completion of the course(s) on the approved tuition reimbursement form, receipted tuition bill and transcript of credit (to be submitted no later than September 30 of the reimbursement year.) All records of courses shall become a part of the employees record.

E. Any employee possessing a Black Seal license shall receive a stipend of \$500.00 in 1991-92 and \$600.00 in 1992-93.

ARTICLE XI

LEAVES OF ABSENCE

A. Sick Leave. All twelve (12) month employees under contract shall be entitled to twelve (12) days sick leave and all ten (10) month employees will be entitled to ten (10) days sick leave as of the first contract day of the fiscal year whether or not they report for duty on that day. Unused sick days shall be accumulated from year to year with no maximum limit.

Whenever an employee's absence due to personal illness exceeds the annual sick leave and accumulated sick leave days, the Board of Education may, at its discretion, permit additional days for an extended illness on a case by case basis.

Any employee who has ten (10) years service in the Haddon Heights School District and retires from the school district after June 30, 1991 shall be reimbursed at a rate of \$12.00 per day during 1991-92 and \$15.00 per day during 1992-93 for each day of accumulated unused sick leave up to a maximum of 100 days. Employees would become eligible for this benefit only upon full service retirement age or conditions or disability retirement as established by the New Jersey Teachers' Pension and Annuity Fund and/or Public Employees Retirement System. In the event of the death of an eligible employee before retirement, the payment would be made to the employee's estate.

B. Personal Leave of Absence. The Board realizes that emergencies other than illness occasionally make it necessary for employees to be absent from school. The Board establishes the following list as maximum days employees may be absent for other acceptable reasons during a school year and is therefore not accumulative. Such leave may be granted at the discretion of the Superintendent upon advance written request.

1. An allowance of up to five (5) days leave shall be granted for death in the immediate family. Immediate family may be considered: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law and maternal/paternal grandparents.
2. An allowance of up to three (3) days leave shall be granted for serious illness in the immediate family. (Immediate family same as (1) above.)
3. An allowance of up to three (3) days leave shall be granted for the death of an other relative.
4. An allowance of up to three (3) days leave with prior approval of the Superintendent may be granted for emergencies of a personal nature. These days are for personal business which cannot

be handled outside of work hours. If the reason for personal business is considered by the employee to be of such a confidential nature, the request may then be submitted directly to or discussed directly with the Superintendent.

5. Educational leave may be granted with prior approval of the Superintendent for:

- a. Attendance at conferences for technical improvement.
- b. Representing the Haddon Heights School District at civic, public or educational meetings.
- c. Visiting other related work areas out of district for self improvement as assigned by the Superintendent/Business Administrator.

For the protection of the employees and proper payroll procedures, every absence must be accounted for in writing and reported to the Superintendent's Office on the proper form.

Absences not covered by any of the above provisions will cause salary reductions on a pro rated basis for each classification consisting of the number of work days for that year for that classification.

C. Extended Leaves of Absence. Occasionally, it is necessary for employees to be absent for long periods of time, generally as a result of emergencies or other circumstances beyond the control of the employee.

The following provisions are set to guide the manner in which certain emergencies are to be treated. For the purposes of this section, an eligible employee is defined as an individual who is not a probationary employee.

1. Pension and other employment rights of employees who shall enter active military service shall be protected.
2. Any leave of absence granted an employee hereunder may not be extended beyond the end of contract year in which the leave is obtained.
3. Maternity Leave. An eligible pregnant employee may apply for a leave of absence without pay or benefits. Upon request, such leave shall be granted prior to the anticipated date of birth and may continue for a reasonable period of time to a specific date following birth.
 - a. Maternity leave shall be granted subject to the following conditions:

- (1). An eligible employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.
 - (2). A request for maternity leave shall include a statement from the physician confirming the pregnancy and anticipated date of birth,
 - (3). Exact dates of leave shall be arranged, if possible, to coincide with changes in work assignments. Where medically contra-indicated, the parties shall arrange other leave dates in consideration of the medical evidence and administrative feasibility.
 - (4). A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.
- b. An eligible employee's return date to employment may be extended for a reasonable amount of time at her request for reasons associated with pregnancy, birth or other related causes. If the requested extension or return date is for other than the beginning of the work year, the parties may adjust the date in consideration of both medical evidence and administrative feasibility.
- c. Except as provided above, no eligible employee shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return. However, on or before February 1st of the school year prior to the year in which the employee desires to return from said maternity leave, the employee shall indicate, in writing, that she intends to return to work at the beginning of the new contract year. Failure to so notify the Board will be deemed as a waiver by the employee of her intention to return to work from maternity leave in that year.
- d. Time spent on maternity shall not count towards fulfillment of time requirements toward placement on the salary guide or for seniority or leave accrual of any sort.
- e. No employee shall be removed from her duties during pregnancy except for one of the following.

- (1). The Board has found that her work performance has noticeably declined.
 - (2). The pregnant employee is found to be medically unable to continue working by her own physician and the Board's physician, or where these physicians disagree, by a physician jointly selected by the Board's physician and the employee's physician.
4. Any eligible employee who adopts an infant child may receive a leave without pay or benefits for up to twelve (12) weeks for the purpose of caring for the infant. The leave shall commence upon receiving de facto custody of the infant or sooner if necessary to fulfill the requirements for the adoption. The Board reserves the right to set the term within reasonable limits in the best interest of the schools.
 5. Any eligible employee who becomes a biological parent may receive a leave without pay or benefits of up to twelve (12) weeks for the purpose of caring for the infant, in accordance with the same procedure set forth in C(3).
 6. Any eligible employee may receive a leave without pay or benefits for up to twelve (12) weeks for caring for a child, spouse or parent with a serious, chronic illness.
 7. All benefits to which eligible employees were entitled at the time the leave commenced and which are still available to eligible employees at the time of return, including unused accumulated sick leave, shall be restored to employees returning from said leave and they shall be assured of an available position consistent with their abilities experience or training following completion of leave, provided they satisfy the Superintendent of Schools of their interest to return.
 8. Leave for military reasons, up to ninety (90) days will be granted by the Board as ordered by action of the Adjutant General's Office to any regular employee who is a duly qualified member of the reserved components of the armed forces and who is called into temporary active duty, provided such obligation cannot be fulfilled on days when work is not scheduled. During the leave, employees shall receive their regular salary in addition to any salary they receive from the state or federal government.

9. Other leaves of absence, without pay or benefits, may be granted by the Board at its sole discretion which, in its opinion, are for good cause.
- D. An employee who is required to serve as a member of a jury or receives a court subpoena shall receive full pay for such days, less the remuneration received for such service.
- E. An employee who is assaulted or receives any injury related to their employment shall immediately report said assault or injury to his/her immediate supervisor. The assaulted or injured employee may be required to report to the school doctor at Board expense or to a doctor of his/her choice at the employee's expense.

ARTICLE XII

DEDUCTIONS FROM SALARY

Employee authorized payroll deductions from salary may be made for any of the following reasons.

- A. Contribution to tax sheltered annuity programs determined by the Board and Association.
- B. The Washington National Insurance Company.
- C. The annual dues for the Haddon Heights Support Personnel Association, Camden County Education Association, New Jersey Education Association, National Education Association.
- D. In the event that the Board agrees to allow the HHEA to collect a representation fee, the HHSPA will be permitted to collect an appropriate fee based on statute, procedures and regulations from those individuals who are represented by the Association but who do not have member status.

ARTICLE XIII

MISCELLANEDUS PROVISIONS

- A. If any provision of this agreement shall be found to be contrary to law, that portion of the provision shall be considered void, but all other provisions and portions of that provision not voided shall continue in full force and effect.
- B. Copies of this agreement shall be copied at the shared expense of the Board and Association and presented to all unit employees employed by the Board.
- C. No employee will use his/her private vehicle to do any form of district work without prior consent/ authorization of the Superintendent/Business Administrator. If prior permission is granted for private vehicular use to perform district work, said employee will be compensated at 27.5 cents per mile for the duration of this contract. In accordance with policy #3541.31, when using privately owned vehicles, the insurance carrier of the Board is responsible for liability insurance only after the owners' benefits have expired. In the event of an accident while an employee is using his/her vehicle on approved school business, the Board agrees to pay a maximum of \$500.00 towards the satisfying the employee's deductible insurance costs.
- D. The Board shall initially, upon employment, provide each custodial employee three (3) complete uniforms. Due to normal wear/tear or size change, a uniform can be replaced upon turn in of the uniform, as determined by the Business Administrator. Cafeteria workers shall have available the following items of safety clothing: apron/smock, gloves (3 types - heat mittens, slicing and plastic food handler), and hairnets.
- E. Salary guides shall be developed and utilized after completion of negotiations and put into force immediately after July 1. Should negotiations go beyond July 1, all previous conditions will continue in effect until ratification of this contract. All benefits and monies negotiated will be retroactive to July 1.

ARTICLE XIV

GRIEVANCE PROCEDURE

- A. Definition. A grievance shall mean a complaint by an employee or group of employees that there has been to him/her or them, or to the Association an inequitable, improper or unjust application, interpretation or violation of Board policy, this agreement or administrative decision.
- B. Purpose. To provide procedure and guidance for the implementation of a grievance system for eligible employees covered by this contract to process a grievance. It is agreed that these proceedings will be kept confidential.
- C. Objectives.
1. To provide a four step administrative grievance system for eligible employees of the Board of Education.
 2. To provide specific guidance on how to prepare and file a grievance.
 3. Define the obligations of the grievant and the administration.
- D. Rights of the Grievant
1. Any individual(s) processing a grievance under this system is guaranteed freedom from restraint, interference, coercion, discrimination or reprisal.
 2. The grievant has the right to be accompanied, represented and advised by a representative of his/her own choosing.
- E. Rights of the Representative.
1. Any representative duly appointed by the Association is provided freedom from restraint, interference, coercion, discrimination or reprisal.
 2. The representative is authorized ten (10) work days from the time when the grievant knew of its occurrence to present the grievance. The representative must be an eligible employee of the district in a work status or an NJEA employed representative.

F. Grievance Filing Procedures

1. The grievance (informal) shall first be taken up orally with the first line supervisor(s) (see attached flow chart.) Matters not included in the original grievance procedure shall not be addressed in a subsequent step for the same grievance. The first line supervisor(s) shall meet with the grievant as soon as possible, and render an oral decision within three (3) work days from the date of notification of the grievance.
 - a. It is understood that an employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable regulations of the Board until such grievance and any effect thereof shall have been duly determined.
2. If the grievance is not resolved at step 1, the grievance will be submitted in writing (see sample form attached) to the second level supervisor (see attached flow chart) within five (5) work days. This supervisor will meet with the first line supervisor(s) and the grievant within five (5) work days. A written decision will be furnished to the grievant within five (5) work days after this meeting.
3. If the grievance is not resolved at Step 2, the grievance shall be referred to the Superintendent of Schools within five (5) work days after receipt of the decision in Step 2. The Superintendent shall meet with the grievant and the representative concerned within five (5) work days after receipt of the grievance. A written decision will be rendered within five (5) work days after the meeting and will be provided to the aggrieved employee, representative and appropriate supervisors.
4. If the grievance is not resolved at Step 3, the grievant, not later than five (5) work days after receipt of the Superintendent's decision, may request a review by the Board. The request shall be submitted in writing through the Superintendent who shall attach all related material and present the request to the Board or a committee thereof. Except for those matters for which a specific method of review is prescribed by policy, expressly set forth by law or regulation of the State of New Jersey Commissioner of Education, or a complaint of a probationary employee, the Board, or committee thereof will review the grievance, the decisions issued and shall hold

a hearing with the grievant and his/her representative. The Board will render a decision in writing and forward copies thereof to the grievant, representative and appropriate supervisors within thirty (30) work days. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and the grievant wishes review by a third party, the grievant shall notify the Association within five (5) work days of receipt of the Board's decision. The Board and Association shall attempt to select a mutually acceptable third party.

G. Guidelines for Acquisition of a Third Party

1. A joint request will be made by the Board and the Association to a mutually agreed upon third party. (P.E.R.C.)
2. The costs for services of the third party, 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 shall be paid by the party incurring the same. In the event a fee is incurred due to a cancellation of the hearing, the party who canceled the hearing shall be liable for the full fee for that canceled hearing.
3. All meetings and hearings under this procedure shall be considered private, shall be held after work hours and include only those individuals requested to be present by either party as they relate to the grievance
4. 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.
5. Arbitration will be advisory by nature and not binding on either party since in accordance with N.J.S.A. 34:13A-29A of the N.J. Employer/Employee Act, either party has the right to appeal the decision to P.E.R.C which would be binding in any dispute regarding discipline or reprimands.

H. Time Limits.

1. A grievance to be considered under the procedure must be initiated by the employee within ten (10) work days from the time that the employee knew of its occurrence except where the employee was not aware of the act causing the grievance.

2. All time limits provided for herein may be extended by mutual agreement for valid reasons, provided a request for extension of time is presented to the appropriate supervisor prior to the expiration of the prescribed time limit.
3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievance 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 limits shall be deemed a waiver of further appeal of the decision.
4. The number of days indicated at each level of the procedure shall be considered as a maximum and all parties shall attempt to expedite the process whenever possible.

I. Cancellation of Grievance.

A grievance may be cancelled:

1. At the written request of the grievant.
2. Upon termination of the grievant's employment with the district, unless there are actions pending which affect the employee's entitlements or pay.
3. Upon the death of the employee, unless the grievance involves a matter of monetary entitlements to beneficiaries.
4. If the employee does not proceed with the advancement of the grievance as outlined in Section H.

Formal Grievance Presentation

I/We ask that the complaint be corrected in the following way:

I/We first presented this grievance informally to my/our immediate supervisor on _____ Date/Time.

My/Our immediate supervisor is _____.

In presentation of grievance above, this step I/we wish to be represented by _____.

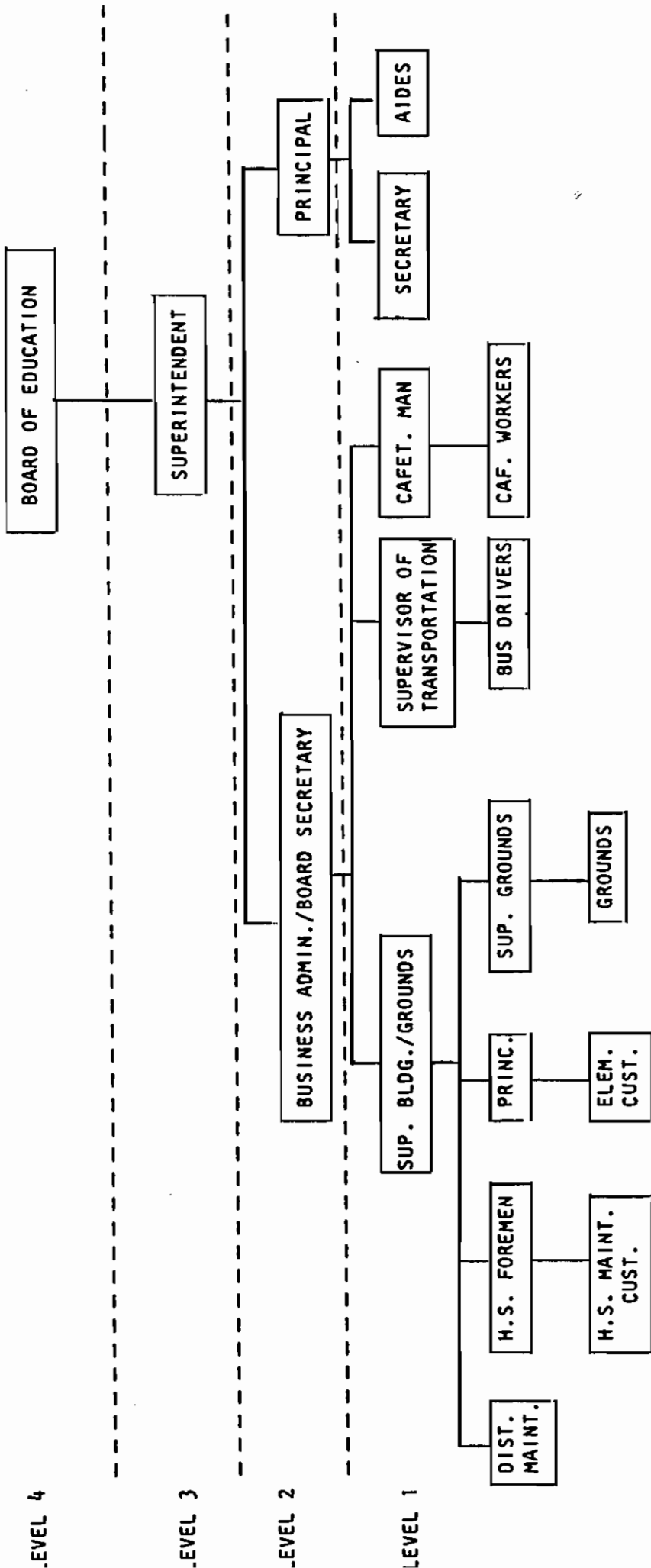
I/we have discussed this matter with this individual/group and he/she/they has/have agreed to act on my/our behalf.

Signature

Date

Instruction: Execute and sign two (2) copies.

Distribution: Management official (second level supervisor); employee.



LEVEL 4

LEVEL 3

LEVEL 2

LEVEL 1

ARTICLE XV

WORK HOURS SUPPORT STAFF

Work hours of employees shall be as follows:

A. Custodians work shift will be eight (8) hours, fifteen (15) minutes including a thirty (30) minute duty free (except in an emergency) lunch break and one (1) fifteen (15) minute coffee break. Starting times, lunch and break times shall be established by the employer.

B. Secretaries work shift will be eight (8) hours including a one (1) hour duty free (except in an emergency) lunch break and one (1) fifteen (15) minute coffee break during the school year. During summer hours, the work shift will be seven and one half (7 1/2) hours including a forty five (45) minute unpaid lunch break and one (1) fifteen (15) minute coffee break. Starting times, lunch and break times shall be established by the employer.

C. Secretaries will not be required to attend work on inclement weather days when school is closed.

D. Teacher aides shall work the same hours as the teacher and shall be entitled to the same lunch period as the teacher.

E. Cafeteria aides will be assigned one of the following schedules.

1. Six (6) hours per day
2. Three (3) hours per day (High School)
3. Two and one half (2 1/2) hours per day (Elementary Schools.)
4. Van driver/aide - four (4) hours/ day

Starting times and lunch times shall be established by the employer in concert with the individual school administrators.

F. Due to variability in scheduling routes, each bus driver's established schedule will be assigned by the Superintendent/Board Secretary. Each bus driver will receive his/her schedule by the first day of school with the exception of schedule changes dictated by emergency or student placement.

G. Summer hours for all employees shall become effective upon notification by the Superintendent/Business Administrator.

ARTICLE XVI

EXTRA PAY SUPPORT STAFF

A. Overtime shall be payable for all authorized and assigned hours worked in excess of forty (40) hours per week. Overtime shall be compensated at the rate of one and one half (1 1/2) times the daily prorated hourly rate. This overtime rate shall be in effect for weekday and Saturday overtime.

B. If any overtime includes a Sunday or scheduled holiday then the rate compensated shall be twice the hourly rate.

C. If any custodian is required to report to work before or to report back after his/her normal work shift as authorized by his/her supervisor or by a police emergency, he/she shall receive a minimum of two (2) hours pay at his/her daily hourly rate. If the emergency exceeds one (1) hour, the employee will be entitled to the overtime rate.

D. If an employee has an unauthorized absence in the week in which he/she is to work overtime, the overtime rate will not be in effect until those hours missed have been recovered.

E. Overtime will be paid at a rate of one and one half (1 1/2) times the hourly rate for all work beyond the normal work day for that group.

F. If overtime is available within a building, employees in that building will have the right of first refusal. The Board reserves the right to assign overtime on a rotating basis based on qualifications and seniority.

G. All work beyond a bus driver's, cafeteria worker's or part time staff's schedule shall be offered on a rotating basis. Overtime payable at the rate of one and one half (1 1/2) the hourly rate will begin after a combined eight (8) hour shift.

ARTICLE XVII

HOLIDAYS SUPPORT STAFF

A. All full time and part time staff shall be entitled to the following paid holidays as listed per group:

1. Aides

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Easter Monday
Memorial Day
NJEA Convention Days (2)
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day

2. Bus Drivers

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Easter Monday
Memorial Day
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day

3. Cafeteria Workers

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Easter Monday
Memorial Day
NJEA Convention Days (2)
Thanksgiving Day
Thanksgiving Friday
Christmas Eve
Christmas Day

4. Custodians

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Easter Monday
Memorial Day
Fourth of July
Labor Day
Thanksgiving Day
Thanksgiving Friday

Christmas Eve
 Christmas Day

5. Secretaries

New Year's Day
 Martin Luther King Day
 President's Day
 Good Friday
 Easter Monday
 Memorial Day
 Fourth of July (12 month only)
 Labor Day (12 month only)
 NJEA Convention Days (2)
 Thanksgiving Day
 Thanksgiving Friday
 Christmas Eve
 Christmas Day

- B. Secretarial employees shall not be required to work during the Christmas and Easter vacations unless precluded by an emergency situation whereby administrators are required to work.
- C. Where possible, custodial staff shall work the day shift when students and staff are on recognized breaks in the school schedule (e.g. Christmas, Easter and Summer.) Cases of hardship or emergency will be considered as exceptions and on a case by case basis.
- D. If a holiday listed in Section A occurs on a weekend day, each employee shall receive either the day before or day after the holiday as a granted holiday.
- E. Custodians and bus drivers may attend the NJEA Convention for one day, alternating days, as a professional day. Neither all bus drivers or custodians may attend the convention on the same professional day (50-50 split.) The procedure for obtaining a professional day for the Convention is the same as for any assigned professional day as follows:
1. The day must be requested on the proper form.
 2. The day must be approved by the Superintendent/Business Administrator.
 3. Proof of attendance and write-up must be submitted.

ARTICLE XVIII

VACATIONS SUPPORT STAFF

- A. All twelve (12) month employees shall receive vacation in accordance with policy # 2130.3.
- B. All vacation time must be scheduled in advance and is subject to the approval of the Superintendent/Business Administrator. All vacations shall be considered in accordance with seniority status.
- C. Vacation requests from September 1 to June 15th will be limited to one week only (Custodians/Maintenance.)
- D. Twelve (12) month secretaries who have accumulated three or more weeks vacation may use a maximum of one (1) week during the school year. _
- E. Vacations must receive approval of the employee's immediate supervisor at least four (4) weeks in advance of the beginning date of leave. (Special consideration may be given to emergencies, i.e., family illness etc.)
- F. Requests for vacation must be made in duplicate on the appropriate request form. One signed copy will be returned to the employee as soon as a decision has been made.

ARTICLE XIX

EMPLOYMENT PROCEDURES SUPPORT STAFF

- A. All employees shall receive thirty days notice for dismissal and shall be entitled to all earned vacation days.
- B. Any employee dismissed shall be entitled to appeal their dismissal in accordance with the provisions of the Grievance Procedure.
- C. Any employee who wishes to resign shall give ten (10) days notice and shall be entitled to all earned vacations. In the event such notice is not given by the employee, said employee shall forfeit such earned vacation time.
- D. Any newly hired support staff member shall have a ninety (90) day probationary period and shall not be permitted to utilize the grievance procedure.
- E. Any employee who moves from a ten (10) month position to a twelve (12) month position shall receive credit for all time earned for the purpose of vacation time and seniority. Any part time employee who moves to a full time position shall receive pro rated credit for the time employed (e.g. ten (10) years half time equals five (5) years full time).

ARTICLE XX

DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1991 and shall continue in effect until midnight, June 30, 1993. This agreement shall not be extended by written or oral agreement and is expressly understood that it shall expire on the date indicated.
- B. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their duly authorized officers all as of the day and year first written above.

ATTEST:

BOARD OF EDUCATION
BOROUGH OF HADDON HEIGHTS
NEW JERSEY

Alta K. M...
Secretary

BY: [Signature]
President

2/26/92
Date

ATTEST:

HADDON HEIGHTS SCHOOL SUPPORT
PERSONNEL ASSOCIATION

Charles F. DeLuca
Secretary

BY: Ronald E. Seddon, Jr.
President

Feb. 26, 1992
Date

Sidebar Agreement

The HHBOE and HHSPA agree that the positions of Payroll Clerk and Bookkeeper will be retained by the HHSPA for representation and negotiations. It is also agreed that the two individuals who are currently employed by the Board in those positions, Lorraine Bigum and Patricia Reader, will not be represented by the HHSPA for as long they are employed by the Board of Education.