

A G R E E M E N T

between the

Orange Non-Certificated Employees Association

(Adder)  
and the

Orange Board of Education

of Orange

the County of (Essex)

New Jersey

X Effective 7/1/81 thru 6/30/82

LIBRARY  
Institute of Management and  
Labor Relations

OCT 2 1981

RUTGERS UNIVERSITY

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PREAMBLE

THIS AGREEMENT IS MADE AND ENTERED INTO on this 23rd day of June, Nineteen Hundred and eighty-one (1981), by and between the Board of Education of the City of Orange, New Jersey, (hereinafter referred to as the "Board") and the ORANGE NON CERTIFICATED EMPLOYEES ASSOCIATION (hereinafter referred to as the "Association"):

WHEREAS, pursuant to the requirements of the New Jersey Employer-Employee Relations Act, agreements reached between public employers and the majority representative of an appropriate employee unit shall be embodied in writing, signed by the authorized representative, and filed with the New Jersey Public Employment Relations Commission; and the Board and the Association recognize the importance of orderly, just, and expeditious resolution of disputes which may arise as to proper interpretation or implementation of this Agreement or of policies or regulations of the Board, and accordingly, herein agree upon a grievance procedure for the effective processing of such disputes.

The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule, or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced by this Agreement. Nothing in this Agreement which changes pre-existing policy, rules, or regulations of the parties will operate retroactively unless expressly so stated.

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment on behalf of all employees set forth in Appendix A, Page 23.

No employee shall be compelled to join the O.N.C.E.A. as a condition of employment or prevented from doing so.

B. The Orange Board of Education and the Orange Non Certificated Employees Association agree to enter into negotiations in a good faith effort to reach agreement on matters concerning terms and conditions of non certificated employment. Such negotiation shall begin not later than October 1st of the calendar year preceding the calendar year in which this Agreement expires. Any agreement shall be reduced to writing, and be signed by the O.N.C.E.A. and the Board of Education.

C. Definition of Employee

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

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

#### A. Policy Changes

Consistent with Chapter 123, Public Law of New Jersey, 1974, the Board shall not effect any change in Policy concerning terms and conditions of employment except those so negotiated and included as part of this Agreement and contained herein.

Not later than October 1, 1981, the Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in good faith effort on both sides to reach continuing agreement on salaries and other 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.

#### B. Modification

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  
GRIEVANCE PROCEDURE

A. Definition

A grievance is a claim based upon an event or condition which adversely affects the welfare and/or terms and conditions of employment of non certificated personnel.

B. Procedure

1. All grievances and decisions shall be rendered in writing.
2. Any individual member (or group of members) of the non certificated personnel shall have the right to appeal the application of policies and administrative decisions affecting him, through recognized administrative channels without fear of prejudicial action.
3. She/he shall have the right to present her/his own appeal or to designate a representative of the O.N.C.E.A. or another person of his/her own choosing.  
This representative upon receipt of a letter of authorization may request records which are pertinent to the issue in question.
4. She/he shall present her/his grievance in writing to her/his immediate superior and, if necessary, continue the appeal to the next person in line until reaching the Superintendent of Schools. The immediate superior and each in line thereafter shall render a decision in writing within five (5) school days. The Superintendent of Schools shall render a decision in writing within five (5) school days.

GRIEVANCE PROCEDURE (Continued)

B. Procedure

5. If the aggrieved person is not satisfied with the disposition of her/his grievance at level four (4), or if no decision has been rendered within ten (10) days after the grievance was delivered to the Superintendent, she/he may within five (5) school days after the grievance was delivered, whichever is sooner, request in writing that the Chairman of the Professional Relations and Responsibilities Committee submit the grievance to the Board of Education. The Board of Education shall render a decision in writing within thirty (30) days after hearing a grievance.

C. 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.

D. Year End Grievances

In the event 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, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein 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.

## ARTICLE IV

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board will distribute one hundred (100) mimeographed copies of this Agreement to the Orange Non Certificated Employees Association each September 15th. of a new agreement.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
  - 1. If by Association, to the Secretary of the Orange Board of Education at 369 Main Street, Orange.
  - 2. If by the Board, to the Association at 220 Park Place Orange.
- C. Wherever there shall be a reduction in non certificated staff members for whatever reason, every effort, consistent with the best interests of the children of Orange, will be made to keep those employees who have served satisfactorily over a period of years. All non certificated employees are encouraged to upgrade their skills by taking courses at colleges and by engaging in in-service opportunities offered by local educational agencies.
- D. The Board agrees to deduct from the salaries, dues for the Orange Non Certificated Employees Association, the New Jersey Education Association and/or the National Education Association, or any one or any combination of such Associations, as said employee individually and voluntarily authorizes the Board to deduct. Such deductions shall be made in compliance with Chapter 123, Public Laws of 1968 (NFSA 52: 14-15.9e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Orange Non Certificated Employees Association by the 15th. of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.



ASSOCIATION RIGHTS AND PRIVILEGES (Continued)

- E. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, she/he shall suffer no loss in pay.
- F. 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 all reasonable times, provided that this shall not interfere with or interrupt normal, school operations.
- G. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval by the principal shall be required and shall not be unreasonably denied.
- H. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types 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.

## ARTICLE V

### EMPLOYEE RIGHTS

- Section 1 Pursuant to Chapter 303, Public Laws 1968, The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitutions 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 her/his membership in the Association and its affiliates, collective negotiations with the Board, or her/his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions or employment.
- Section 2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as she/he may have under New Jersey School Laws or other applicable laws and regulations.
- Section 3 No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any employment advantage without just cause. Any such action asserted by the Board, or any agent or representative hereof, shall be subject to the grievance procedure herein set forth.
- Section 4 No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE VI

WORK YEAR, DAILY WORKING HOURS AND OVERTIME

- A. The work year for contracted ten (10) month employees shall be from September 1 to June 30. Said employees shall have the vacations and holidays as set forth in the school calendar.
- B. The work year from contracted twelve (12) month employees shall be from July 1 to June 30. Said employees shall have the earned vacations and holidays as set forth in the school calendar and in Appendix B, Page 23.
- C. The regular work week shall consist of thirty-five (35) on-duty hours. The normal work day shall consist of seven (7) working hours, with the following duty-free lunch periods:
- |                        |            |
|------------------------|------------|
| 1. Aides               | 40 minutes |
| 2. Attendance Officers | 60 minutes |
- D. Overtime: 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 spent must be voluntary, and mutually agreed to by the employee and immediate superior.
  2. All overtime will be rounded to the nearest hour at the end of each pay period. This will be remunerated at the rate of one and one-half ( $1\frac{1}{2}$ ) the hourly salary.

## ARTICLE VII

### PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- B. 1. The Board of Education agrees to continue to comply with the provisions of 18A: 16-6 regarding indemnity of its employees against civil action.  
2. The Board shall give full support required by law including legal and other assistance for any assault upon the employee while acting in the discharge of her/his duties.
- C. Employee shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior. Such notification shall be immediately forwarded to the Superintendent.
- D. No aide shall be asked to substitute for a teacher who is absent except in extreme emergencies.

## ARTICLE VIII

### EMPLOYMENT PROCEDURES

#### A. PLACEMENT ON SALARY SCHEDULE

Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

EMPLOYMENT PROCEDURES (Continued)

B. RESIGNATION

An employee who is resigning from her/his position shall give the minimum two weeks' notice, but no more than thirty (30) days.

C. NOTIFICATION OF CONTRACT AND SALARY

Employees shall be notified of their contract and salary status for the ensuing year no later than May 1.

ARTICLE IX

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. NOTIFICATION OF VACANCIES

1. Date

By the end of each school year, the Superintendent shall deliver to the Association and post in all school buildings, a list of the known vacancies.

2. Filing Requests

Employees who desire to transfer to another building may file a written statement of such desire with the Superintendent. Such statement shall include the school or schools to which she/he desires to be transferred, in order of preference. Such requests for transfers and reassignments for the following year shall be submitted no later than May 1.

ARTICLE X

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. NOTICE

Notice of an involuntary transfer or reassignment is necessary, an employee's area of competence, length of service in the Orange School District, length of service in the particular school building and other relevant factors, including, among other things, state and/or federal laws, rules, and regulations or administrative directives, shall be considered in determining which employee is to be transferred or assigned.

## ARTICLE XI

### REDUCTION IN FORCE PROCEDURES

- A. In the even of a departmental or work relocation in force, including reductions caused by the discontinuance of a facility or its relocation, or a decrease in enrollments or a reduction on the basis of fiscal dependencies and in accordance with NJSA 18A:28-9 to 18A:28-14, the employees shall be laid off in the inverse order of seniority of the employees in the unit involved.

### REDUCTION IN RANK OR JOB CLASSIFICATION

- B. Employees shall not be reduced in rank or job classification without just cause.
- Any reduction in rank or job classification, regardless of compensation, shall be subject to the Grievance Procedure (ARTICLE III).

## ARTICLE XII

### PROMOTIONS AND OPENINGS

All openings, promotional positions and new positions within the unit paying a salary differential shall be adequately posted in every school for a period of seven (7) school days. The president of the association shall receive a copy of all such notices at the time of posting. Such positions shall not be filled until the period of said posting is completed. All qualified employees shall be given an opportunity to make application and be considered on the basis of the following factors: a) past performance b) job knowledge c) seniority.

ARTICLE XIII  
EMPLOYEE EVALUATION

A. NON TENURE EMPLOYEES

1. Frequency

Non tenure employees shall be evaluated by their immediate superiors at least three (3) times in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his immediate superior for the purpose of identifying any deficiencies, and extending assistance for their correction. Such evaluations and observations shall be based on the same evaluation schedule for non-tenure teachers.

B. GENERAL CRITERIA

1. Open Evaluation

All monitoring or observation of the work performance of an employee shall be conducted openly and with full knowledge of the employee.

2. Copies of Evaluation

An employee shall be given a copy of any visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file, or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

C. EVALUATION PROCEDURE

Evaluation reports shall be presented to each employee.



EMPLOYEE EVALUATION (Continued)

D. PERSONNEL RECORDS

1. File

An employee shall have the right, upon request, to review the contents of her/his personnel files and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany her/his during such review.

2. Derogatory Material

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

E. TERMINATION OF EMPLOYMENT

Final evaluation of an employee upon termination of her/his employment shall be concluded prior to severance, and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this ARTICLE.

## ARTICLE XIV

### FAIR DISMISSAL PROCEDURE

#### A. NOTIFICATION OF STATUS

##### 1. Date

On or before April 30 of each year, the Board shall give to each non tenure employee continuously employed since the preceding September 30 either:

- a. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b. A written notice that such employment shall not be offered.

## ARTICLE XV

### MISCELLANEOUS

#### A. Complaint Procedure

Any complaints regarding an employee made to any member of the administration by any parent, student, or other person, which does or may influence evaluation of any employee, shall be immediately reported to the employee.

The principal or immediate superior shall meet with the employee to apprise the employee of the full nature of the complaint, and they shall attempt to resolve the matter informally.

#### B. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and 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.

#### C. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. Agreement shall be presented to all employees now employed, hereafter employed, or considered for employment by the Board.

## ARTICLE XVI

### SALARIES

#### A. Salary Schedule

The salary of each employee covered by this Agreement is set forth on Pages 19,20,21, which are attached hereto and made a part hereof.

#### B. Procedure for Withholding Employment or Adjustment Increments

Employment or adjustment increments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties. Any withholding of increments shall be done in accordance with 18A 29-14.

#### C. Method of Payment

##### 1. Ten (10) Month

Each employee employed on a ten (10) month basis shall be paid in twenty (20) equal semi-monthly installments.

##### 2. Summer Pay Plan

Each employee may individually elect to have ten (10%) per cent of her/his monthly salary deducted from her/his pay. These funds shall be paid to the employee or her/his estate on the final pay day in June, according to a schedule of payment through-out the summer as requested by the employee, or upon death or termination or employment, if earlier.

##### 3. Exceptions

When a pay day falls on or during a school holiday, vacation or week-end, employees shall receive their pay checks on the last previous working day.

SALARIES (Continued)

4. Final Pay

Each employee shall receive her/his final pay and the pay schedule for the following year on her/his last working day in June.

SALARY GUIDE

1981/82

AIDES

STEP

1	4,315
2	4,515
3	4,715
4	4,915
5	5,115
6	5,315
7	5,515
8	5,715
9	5,915
10	6,115
11	6,315
12	6,515

100% Cost of Health Plan for employees and dependents.  
100% Cpst pf Dental Plan for employees and dependents(50/50 co-payme  
Longevity - 20 years in Orange Add \$150  
Longevity - 25 years in Orange Add \$150  
Community Agents Stipend \$250

SALARY GUIDE  
1981/82

ATTENDANCE OFFICER

<u>STEP</u>	
1	9,165
2	9,415
3	9,665
4	9,915
5	10,165
6	10,415
7	10,665
8	10,915
9	11,165
10	11,525
11	11,890

100% Cost of Health Plan for employees and dependents.  
100% Cost of Dental Plan for employees and dependents (50/50 co-paymen  
Longevity - after 20 years in Orange Add \$150  
Longevity - after 25 years in Orange Add \$150

SALARY GUIDE

1981/82

ASSISTANT TEACHERS

STEP

1	5,932
2	6,232
3	6,532
4	6,832
5	7,132
6	7,432
7	7,732
8	8,032
9	8,332
10	8,632
11	8,932
12	9,332

100% Cost of Health Plan for employees and dependents.

100% Cost of Dental Plan for employees and dependents (50/50 co-payment)

Longevity - after 20 years in Orange Add \$150

Longevity - after 25 years in Orange Add \$150

ARTICLE XVII

DURATION

The provisions of this Agreement shall be in effect as of July 1, 1981, and shall remain in effect until June 30, 1982, subject to the right of the Board and the Association to negotiate for a modification of this Agreement, if mutually agreed by both parties.



APPENDIX A  
UNIT DEFINITION

The unit shall consist of the following job titles:

Category A

Aides Full Time

Library Aides  
Teacher Aides  
Corridor Aides  
Title I Community Agents

Category B  
Pupil Personnel

Attendance Officers

Category C  
Title I

Assistant Teachers

Part-time hourly employees are not included in this contract. Tasks will be assigned to Association personnel interchangeably within each category.

APPENDIX B

BENEFITS

FULL TIME AIDES, ATTENDANCE OFFICERS, TITLE I ASSISTANT  
TEACHERS

1. VACATIONS

- A. Attendance officers do not work Christmas Vacation, Spring Vacation, Winter Vacation (in lieu of legal holidays)
- B. Aides and Title I Assistant Teachers work the teacher year.

2. SICK LEAVE

First 10 years, Title I Assistant Teachers  
Aides, Attendance Officers 10 days

All aides, attendance officers and Title I  
Assistant Teachers after 10 years 15 days

3. PERSONAL BUSINESS

Definition: Business that must be conducted on a school day at which the employee's presence is absolutely necessary. This personal business, of necessity, cannot be taken care of during vacations or days when school is not in session.

BENEFITS

(Continued)

3. PERSONAL BUSINESS

Each employee shall be permitted up to three (3) days absence for personal business with full pay, with the approval of the principal and Superintendent or his designate.

4. NOTIFICATION OF ACCUMULATION

Employees shall be given an accounting of sick days through payroll record stubs.

5. DEATH IN FAMILY

In case of death of the father, mother, husband, wife, child, sister, brother, mother-in-law, father-in-law of any employee such employee will be excused for a period up to five (5) consecutive days to attend the funeral of such deceased kin.

In case of death of the grandparent, grandchild, daughter-in-law, son-in-law, sister-in-law, or brother in-law of any employee, such employee will be excused for a period of up to three (3) consecutive days to attend the funeral of such deceased kin.

One (1) day's absence will be allowed to attend the funeral of an aunt, uncle, niece, nephew, or cousin.

BENEFITS (Continued)

6. MATERNITY LEAVE

The "Maternity Leave" section shall be changed to conform to the final language agreed to in the Orange Education Association Agreement.

The removal of any tenured or non-tenured employee from her duties should not be based solely on the fact of pregnancy of a specific number of months.

The removal of such an employee would be based on a noticeable decline in the employee's performance, failing to produce certification from her physician concurred in by the Board's physician that she is medically able to continue working or for any other just cause.

7. GOOD CAUSE

Other leaves of absence with or without pay may be granted by the Board for good reason.

8. IN ADDITION TO SICK LEAVE

Leaves taken pursuant to Sections above shall be in addition to any sick leave to which the employee is entitled.

BENEFITS

(Continued)

9. ILLNESS IN FAMILY

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the immediate family, upon recommendation of the Superintendent and approval by the Board. Additional leave may be granted at the discretion of the Board.

10. RETURN FROM LEAVE

A. Salary

Upon return from leave granted pursuant to Sections 6, 7, and 9 of this ARTICLE an employee shall be placed on the salary schedule at the level she/he was on prior to taking leave. An employee shall not receive increment credit for time spent on a leave.

B. Benefits

All benefits to which an employee was entitled at the time of her/his leave of absence commenced, including unused accumulated sick leave shall be restored in her/him upon her/his return, and she/he shall be assigned to the same position which she/he held at the time said leave commenced, if available, or, if not, to a substantially equivalent position.

11. EXTENSIONS AND RENEWALS

All extensions or renewals of leaves shall be applied for in writing.

12. PROFESSIONAL GROWTH

The Board of Education may pay the cost of reasonable expense incurred in connection with any courses, workshops, seminars, conference out-of-district training sessions, or other such sessions which an employee requests or is required by the administration to take, provided such work is directly related to positions within the O.N.C.E.A. bargaining unit and upon the approval of the Board of Education. Reasonable expenses may include fees, meals, lodging and/or transportation costs incurred by personnel who attend such sessions, on the approval of the Board of Education.

BENEFITS (Continued)

13. TERMINAL PAY

All employees covered by this agreement, after 10 years of service in the district shall be eligible for separation pay.

1. Each employee shall receive \$7.00 per day for each unused sick day and personal business day (unaccumulated) at the time of leaving up to maximum of 100 days.
2. Payments to be made either July 1 of the termination year or January 1 of the following year.
3. Monies will be paid to the employee's estate if death occurs while the employee is in service to the district.

## APPENDIX C

### AGENCY SHOP

If an employee does not become a member of the Association during any membership year (i.e., from 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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

1. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.
2. The Association will determine the representation fee in accordance with law and shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members less the cost of benefits financed through dues, fees and assessments and available to or benefiting only its members, but in no event shall such representation fee exceed 85% of the regular membership dues, fees and assessments. If the law is changed in this regard, the amount of the representation fee automatically will be increased or decreased to the maximum allowed, and increased or decreased to become effective as of the beginning of the Association membership year immediately following the effective date of the change.
3. By September 1 of each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees in accordance with paragraph 2 below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.
4. Payment of the representation fee shall be made to the bargaining representative during the term of the collective bargaining agreement, but in no case sooner than the 30th day following the beginning of an employee's employment in a position included in the negotiating unit, and the 10th day following reentry into the unit.  
Reentry: (Employees who previously served in a position included in the unit who continued in the employ of the public employer in an excluded position and individuals

APPENDIX C (Continued)

4. (continued)

being reemployed in such unit from a reemployment list).

5. If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full 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 pay check paid to said employee during the membership year in question.
6. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
7. The Association will notify the Board in writing of any changes, in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.
8. On or about the 1st day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.
9. The union shall indemnify and hold the employer harmless against any and all claims, demands, suits or other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.



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