

Contract no. 1261

F

**OFFICIAL**

**BOARD OF EDUCATION  
TOWNSHIP OF LAWRENCE**

**AGREEMENT**

**WITH THE**

**LAWRENCE TOWNSHIP  
INSTRUCTIONAL ASSISTANTS, INC.**

**1990 - 1993**



TABLE OF CONTENTS

| <u>ARTICLE<br/>NUMBER</u> | <u>ARTICLE</u>                    | <u>PAGE</u> |
|---------------------------|-----------------------------------|-------------|
|                           | PREAMBLE                          | 1           |
| I                         | RECOGNITION                       | 2           |
| II                        | GRIEVANCE PROCEDURE               | 3           |
| III                       | ASSOCIATION RIGHTS AND PRIVILEGES | 6           |
| IV                        | PERFORMANCE EVALUATION            | 8           |
| V                         | WORK YEAR                         | 9           |
| VI                        | DAILY WORK HOURS                  | 10          |
| VII                       | INSURANCE                         | 11          |
| VIII                      | SALARIES                          | 12          |
| IX                        | EMPLOYMENT AND PROMOTION          | 13          |
| X                         | MANAGEMENT RIGHTS                 | 14          |
| XI                        | LEAVES OF ABSENCE                 | 16          |
| XII                       | WORK CONTINUITY CLAUSE            | 19          |
| XIII                      | FULLY BARGAINED CLAUSE            | 19          |
| XIV                       | SEVERABILITY                      | 20          |
| XV                        | MODIFICATIONS OF THE AGREEMENT    | 20          |
| XVI                       | AGENCY SHOP                       | 21          |
| XVII                      | INSERVICE PROGRAMS                | 21          |
| XVIII                     | MISCELLANEOUS                     | 22          |
| XIX                       | UNUSED SICK LEAVE AT RETIREMENT   | 23          |
| XX                        | DURATION OF AGREEMENT             | 24          |
|                           | SALARY SCHEDULE A                 | 25          |

PREAMBLE

The Agreement has been entered into by  
and between the LAWRENCE TOWNSHIP BOARD  
OF EDUCATION, hereinafter called "Board"  
and the LAWRENCE TOWNSHIP INSTRUCTIONAL  
ASSISTANTS ASSOCIATION, hereinafter called  
"Association."

ARTICLE I

RECOGNITION

1. The Board recognizes the Association as the majority representative for collective negotiations with the Board, concerning the terms and conditions of employment for all aides employed by the Board.

Excluded from the unit are managerial executives, supervisors confidential personnel and all other personnel represented by other bargaining units.

2. Unless otherwise indicated the term "employee(s)" when used here and after in this Agreement shall refer to all personnel represented by the Association in the negotiating unit as above defined. Reference to employee shall be deemed to include both male and female, except when the context clearly limits the intent to one sex, and words used in the singular shall be words of the plural as the text requires.

## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. 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 the parties to this Agreement. The parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of procedure.

#### B. DEFINITIONS

1. A grievance is an allegation by an employee that he/she has suffered a loss or injury as a result of misinterpretation, misapplication, or violation of the Agreement, or Board Policies, or "administrative decisions."
2. A "Grievant" is an employee who files the grievance or the Association.
3. A "Representative" is a person designated to represent either party in this procedure.
4. A "Day" means when district schools are in session.
5. "Party In Interest" is a person, agent or agency with an interest in the grievance.

#### C. GENERAL REGULATIONS

1. A grievance to be considered under this procedure must be initiated by the grievant within ten (10) working days from the time of its occurrence or the time when the aggrieved became aware, or should have become aware, of the alleged grievance.

GRIEVANCE PROCEDURE (continued)

C. GENERAL REGULATIONS

2. Formal grievances and appeals shall be filed in writing.
3. There shall be no additional evidence submitted during the grievance process by either party once a grievance has been submitted to the Board.
4. Failure by a grievant to process a grievance within the specified time limits shall render the grievance null and void.
5. Grievances shall be adjudicated according to the terms of this procedure, and the filing, pendency of any grievance shall not impede the normal management of the work force or operations of any of the activities or functions of the Board.
6. Forms for grievance processing shall be developed between the parties and shall be mutually agreed by the parties and distributed on an as needed basis by either party.
7. Time limits specified at various steps of the procedure may be extended by mutual consent of the parties. Such mutual consent shall be drafted and signed by the parties in writing.
8. 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 may be reduced by mutual agreement between the aggrieved and the Board so that the grievance may be resolved prior to the end of the school year or as soon thereafter as is practicable.

GRIEVANCE PROCEDURE (continued)

D. PROCESSING

1. Step One - An employee shall discuss any potential grievance with the building principal in an attempt to resolve the matter informally. The principal shall attempt to adjust the matter and shall respond orally to the employee within five (5) working days.
2. Step Two - If the employee is not satisfied with the disposition of the grievance at Step 1, he/she may submit the grievance to the building principal in writing on the prescribed form within five (5) days after receiving the decision in Step 1. The principal will prepare a written decision within ten (10) days after receipt of the written grievance.
3. Step Three - If the employee is not satisfied with the disposition of the grievance at Step 2 he/she may then appeal the decision to the Superintendent within five (5) days after receipt of the Step 2 decision. The Superintendent shall review the information provided and shall render a decision in writing within fifteen (15) days after receipt of the written grievance.
4. Step Four - If the grievance is not resolved to the grievant's satisfaction he/she may request, not later than five (5) days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing to the Superintendent. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the grievant and render a decision in writing within twenty (20) days of receipt of the grievance by the Board. The decision of the Board shall be final and binding on all matters.



## ARTICLE III

### ASSOCIATION RIGHTS AND PRIVILEGES

1. The Board agrees to furnish to the Association, in response to reasonable written requests from time to time, available information in the public domain concerning terms and conditions of employment for employees covered by the Agreement that shall assist the Association in developing intelligent, accurate, informed and constructive negotiation proposals and for the Association to process any grievance.
2. 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, he/she shall suffer no loss of pay. Administrative, judicial, or other proceedings scheduled by a third party shall be specifically excluded from this provision.
3. Representatives of the Association, and its parent organization 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 and with prior approval of the Superintendent or his designee.
4. 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. Prior approval of the building principal shall be required.

ASSOCIATION RIGHTS AND PRIVILEGES (continued)

5. 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 after school hours, when such equipment is not otherwise in use, with prior approval of the building principal. Such approval shall not be unreasonably withheld. The Association shall pay for the actual cost of all materials and supplies incident to such use and for any cost for damage to equipment which results from misuse or abuse.
6. The Association shall have the right to use the inter-school mail facilities and school mailboxes as it deems necessary and without prior approval of the building principals or other members of the administration. Each document shall be on Association stationery and dated. Such material shall be presumed to be authorized by the president and the executive board of the Association.
7. No employee shall be prevented from wearing pins or other reasonable identification of membership in the Association or its affiliates.

ARTICLE IV

PERFORMANCE EVALUATION

1. The Board reserves its right to conduct and implement a performance evaluation program as designed by the Board.
2. It is recognized by the parties that the purpose of the evaluation is to acquaint the instructional assistant with his/her indicated strengths and weaknesses and to suggest how such strengths can be maintained and improved and such weaknesses reduced or eliminated.
3. Each instructional assistant will be evaluated at least one time during the school year and the assistant shall have the opportunity to confer with the evaluator for the purpose of identifying strengths, weaknesses and other information contained in the evaluation. The employee will receive a copy of the written evaluation prior to the conference. The employee shall be required to sign the evaluation at the completion of the conference. The employee will also be afforded an opportunity to add his/her written comments as an attachment to the evaluation.
4. Copies of all performance evaluations shall be filed in the central personnel office.

ARTICLE V

WORK YEAR

1. The normal work year for instructional assistants will be 182 days for the duration of this Agreement.
2. Any instructional assistant contracted to work less than or more than the normal work year shall be paid the proportionate share of the normal annual salary.
3. The work year for employees covered by this Agreement shall be as determined by the Board.

ARTICLE VI

DAILY WORK HOURS

1. The normal daily work hours for an instructional assistant will be six (6) hours.
2. Instructional assistants who work more than five (5) hours per day will be given a non-paid thirty (30) minute duty free lunch period.
3. Instructional assistants who work four (4) or more hours shall be given a fifteen (15) minute break as part of their work day.

## ARTICLE VII

### INSURANCE

1. The Board agrees to make available to each employee and dependent at no cost to the Board the following insurance protection:
  1. Blue Cross
  2. Blue Shield
  3. Rider J
  4. Major Medical
  
2. The Board shall provide 100% of the cost for the employee only of the current prescription drug plan for employees working a normal work day. For those employees working less than the normal work day, the Board's share of the premium shall be pro-rated. During the first year of this agreement the total obligation of the Board shall not exceed \$5,500 and shall not exceed \$6,600 during the second and third year of the agreement.
  
3. The Board shall provide 100% of the cost for the employee only of the current dental plan for employees working a normal work day. For those employees working less than the normal work day, the Board's share of the premium shall be pro-rated.

ARTICLE VIII

SALARIES

1. The salaries of all employees covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part hereof.
  
2. Employees on a ten (10) month basis shall be paid in twenty-two (22) bi-weekly installments. When a pay day falls on or during a school holiday, the employees shall receive their paychecks on the last previous working day. Employees will receive their final checks for the school year and a list of pay dates for the following year on their last working day in June.
  
3. The Board shall deduct from employees' salaries money for any or all of the following as requested by such employees:
  - A. Association Dues
  - B. Public Employees Charitable Campaign
  - C. United States Saving Bonds
  - D. Mercer County Credit Union Payroll Deductions
  - E. Health Plans

ARTICLE IX

EMPLOYMENT AND PROMOTION

1. Opportunity will be given to any employee meeting qualifications as prescribed to apply for and receive fair consideration for any position which becomes vacant.
  
2. Every vacancy for any position covered by this Agreement, shall be posted for at least five (5) days before the closing date for filing applications. Posting will include the job title, job location and hourly salary and shall be posted in each school.



ARTICLE X

MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and according to provisions of State law, retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations;

- (a) to hire, promote, transfer, assign and retain employees in positions within the school district and for just cause to suspend, demote, discharge or take other disciplinary action against employees;
- (b) to abolish any such position for reasons of economy or because of reduction in the number of pupils or of change in the reorganization of the district or for other good cause;
- (c) to maintain the efficiency of the school district operations entrusted them;
- (d) to determine the means by which such operations are to be conducted; and
- (e) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency. The rights of the Board shall include, but not be limited to, the provisions set forth in the paragraph.
- (f) to establish and administer (not related to terms and conditions of employment) Board activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Board.

MANAGEMENT RIGHTS (cotinued)

- (g) to determine areas of work; to control and regulate the use of facilities, supplies, materials and any other property of the Board.

It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

ARTICLE XI

LEAVES OF ABSENCE

1. SICK LEAVE

Each assistant shall be allowed one sick day per month plus one additional day per school year commencing as of the effective date of contractual employment. The number of sick leave days so allowed are available as of the date of contractual employment. Unused sick leave days shall be accumulated from year to year with no maximum limit. When absence exceeds the annual sick leave and accumulated sick leave, Title 18A: 30-31 is applicable.

2. MATERNITY - CHILD REARING

All tenured or non-tenured pregnant employees may apply to the Board of Education for a leave of absence without pay and shall be granted that leave at any time before the expected date of birth and continuing to the commencement of the first or third semester, according to the school to which the assistant is returned, to a maximum of one (1) full school year. The date of return shall be further extended to the commencement of a subsequent first or third semester at the employee's request for reasons associated with the pregnancy or birth or arising therefrom. However, the Board of Education need not grant leave of absence to a tenured employee beyond two (2) full school years nor to a non-tenured employee beyond the end of the contract school year in which that leave is obtained.

LEAVES OF ABSENCE (continued)

MATERNITY - CHILD REARING (continued)

An employee shall notify her immediate supervisor of her pregnancy as soon as it is medically confirmed. A pregnant employee who anticipates leaving during the school year shall notify the Superintendent in writing as soon as the leaving date is known.

The Board of Education shall not remove any tenured or non-tenured employee from her duties during her pregnancy except on one of the following basis:

- a. The Board of Education has found that her job performance has noticeable declined.
- b. If the basis is for physical condition or capacity:
  1. and the pregnant employee cannot produce a certificate from her physician that she is medically able to perform her duties.
  2. and the Board of Education's physician and the employee's physician agree that she cannot continue her duties, provided, however that if there is a difference of medical opinion between the Board's physician and the employee's physician, then the two (2) physicians shall agree in good faith on a third impartial physician who shall examine the employee at the Board's expense and whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue performing her duties.

MATERNITY - CHILD REARING (continued)

Any employee adopting a child may apply to the Board for a leave of absence without pay and shall be granted that leave in accordance with the same provisions applicable to child rearing leave for natural born children.

3. OTHER LEAVES OF ABSENCE

- a. Any employee upon request, may be granted a leave of absence without pay for good reason. Each request shall be considered on a case by case basis by the Board. Leaves granted under this section shall not extend beyond the end of the school year. Employees intending to return for the next school year shall notify the Board in writing no later than April 1 of the current school year.
- b. Up to two (2) days leave of absence for personal matters, religious holidays and marriage in the immediate family will be allowed per year. Administrative procedures for obtaining such leave shall be the same as those for other employee groups in the District. Unused personal days shall be accumulated as sick days to a total maximum of fifteen (15) days in any year.
- c. Up to five (5) days at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law will be allowed per year. Administration procedures for obtaining such leave shall be the same as those for other employee groups in the district.

4. SICKNESS IN THE FAMILY LEAVE

Up to two (2) days leave of absence per year will be allowed when personal presence is advisable due to the illness of a spouse, parent or child.

ARTICLE XII

WORK CONTINUITY CLAUSE

The parties agree that for the life of this Agreement, there will be no strikes, slow downs, job actions or work stoppages.

ARTICLE XIII

FULLY BARGAINED CLAUSE

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment that were or could have been the subject of negotiations. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

ARTICLE XIV

SEVERABILITY

If any part, clause, portion or article of this Agreement is subsequently deemed by a court of competent jurisdiction to be illegal, such clause, portion or article may be deleted, and the remainder of the Agreement not so affected shall continue in full force and effect, absent the affected clause.

ARTICLE XV

MODIFICATIONS OF THE AGREEMENT

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 XVI

AGENCY SHOP

The parties agree to implement an agency shop provision pursuant to New Jersey Statutes. This provision shall be effective upon the submission of an appropriate demand and return system to the Board.

The fee to be collected from non members shall be 85% of the unified dues.

ARTICLE XVII

INSERVICE PROGRAMS

Instructional Assistants may request to attend district sponsored inservice programs. Approval must be received in advance to qualify for payment. Any employee who voluntarily completes a district-sponsored or district-approved inservice development program, outside of regular working hours, shall receive a salary adjustment, effective the beginning of the following school term, in the amount of twenty dollars (\$20.00) per inservice unit. Each inservice unit shall include a minimum of ten (10) clock hours of attendance and participation. The twenty dollar (\$20.00) payment shall become a permanent part of salary for all personnel who complete the district-sponsored or district-approved inservice development program.



ARTICLE XVIII

MISCELLANEOUS

1. Whenever any legal notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or certified mail at the following addresses:
  - a. If by Association, to Board at 2565 Princeton Pike  
Lawrenceville, New Jersey 08648
  - b. If by Board, to Association President at 743 Valley Forge Avenue  
Lawrenceville, New Jersey 08648 - Mrs. Christine Stacewicz
  
2. Copies of this Agreement shall be issued at the expense of the Board within thirty (30) days after the Agreement is signed, and presented to all employees now employed, and hereafter employed, by the Board.

ARTICLE XIX

UNUSED SICK LEAVE AT RETIREMENT

The Board shall pay a retiring employee at the employees daily rate up to a maximum of \$800.00 if retiring prior to or at the completion of the 1990-91 school year for unused sick leave accrued in the Lawrence Township School District. This rate will increase to \$825.00 for the 1991-92 school year and \$900.00 for the 1992-93 school year. This payment shall be paid to the estate of any employee who deceases while employed by the Board.

ARTICLE XX

DURATION OF AGREEMENT

1. This Agreement shall be in full force and effect from July 1, 1990 until June 30, 1993.
2. The Board representatives and the recognized employee representatives, as selected by their respective organizations, shall enter into collective negotiations concerning a successor Agreement to this Agreement not later than one hundred and twenty (120) days prior to the budget submission date of this public employer. Such negotiations shall begin with the complete proposals of employee representatives being submitted to the Board. The Board will provide data as to the number of employees on the salary guide steps as soon as practicable prior to November 1, 1992.
3. In Witness Whereof, the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by the president, attested to by its secretary and its Corporate Seal to be placed hereon.

LAWRENCE TOWNSHIP INSTRUCTIONAL ASSISTANTS ASSOCIATION

By: Christine Stacewicz  
President

By: Eileen Robinson  
Secretary

BOARD OF EDUCATION, TOWNSHIP OF LAWRENCE

By: James H. Fouss  
President

By: Nicholas Puleio  
Secretary

SCHEDULE A

SALARY SCHEDULE

|        | <u>LIBRARY INSTRUCTIONAL ASSISTANTS</u><br><u>BUSINESS INSTRUCTIONAL ASSISTANTS</u> |                |                | <u>ALL OTHER INSTRUCTIONAL ASSISTANTS</u> |                |                |
|--------|---|----------------|----------------|---|----------------|----------------|
|        | <u>1990-91</u>  | <u>1991-92</u> | <u>1992-93</u> | <u>1990-91</u>                            | <u>1991-92</u> | <u>1992-93</u> |
| Step 1 | 8.98  | 9.48           | 10.08          | 8.30                                      | 8.80           | 9.44           |
| Step 2 | 9.32  | 9.82           | 10.42          | 8.64                                      | 9.14           | 9.74           |

1. Annual salaries will be calculated by multiplying the appropriate rate per hour by the number of hours worked per day and the number of days worked per year.
2. Any newly hired assistant will be employed on Step 1. Any assistant hired prior to February 1 of a school year will advance to Step 2 in the subsequent year, absent Board action withholding same. Any assistant hired on February 1 or thereafter of the current school year will remain on Step 1 for the subsequent school year.
3. The following Longevity Schedule is effective July 1, 1990.

Eight-fifteen (8-15) years of service in Lawrence Schools  
\$0.25 per hour additional

Sixteen and above (16) years of service in Lawrence Schools  
\$0.30 per hour additional

Effective July 1, 1991

Eight-fifteen (8-15) years of service in Lawrence Schools  
\$0.25 per hour additional

Sixteen and above (16) years of service in Lawrence Schools  
\$0.35 per hour additional

Effective July 1, 1992

Eight-fifteen (8-15) years of service in Lawrence Schools  
\$0.30 per hour additional

Sixteen and above (16) years of service in Lawrence Schools  
\$0.40 per hour additional

Applicable years of service must have been accumulated prior to July 1 of each year. Payment shall become effective September 1 of each year and shall become part of the contractual salary.